

# भारतीय स्टेट बँक STATE BANK OF INDIA



F/SMECC/

DATE: 04-10-2021

To,

Vastukala Consultants (I) Pvt Ltd, 121, 1st Floor, Ackruti Star, Central Road, MIDC, Andheri East, Mumbai 400093,

Dear Sir,

# **RE: VALUATION OF THE PROPERTY**

In terms of 'Memorandum of Understanding' signed by you, kindly provide your Valuation Report for the property mentioned below.

Name of the applicant	Particulars of the property
M/s. SOLANKI TEXTILES Contact Person Name and No. : MAHENDRA JAIN (9820561667)  ()	UNIT NO 1101, 11TH FLOOR, WEST TOWER, LODHA VENEZIA, G D AMBEDKAR ROAD, MUMBAI 400033,

Please mention property PIN Code in the valuation report.

We solicit your co-operation in submission of the same at the earliest.

Thanking you,

Yours Sincerely,

Assistant General Manager

Encl: Xerox copy of Agreement for sale

एसएमईसीसी प्रभादेवी चौथा मजला, रविंद्र नाट्य मंदिर, सायनी मार्ग, प्रभादेवी, मुंबई- 400 025 दूरभाष- 022-24216301/02/03 फैक्स-022-24318021 email- sbi.21013@sbi.co.in एसएमईसीसी प्रभादेवी चौथी मंजिल, रविंद्र नाट्य मंदिर, सायनी मार्ग, प्रभादेवी, मुंबई- 400 025 दूरभाष- 022-24216301/02/03 फैक्स-022-24318021

SMECC PRABHADEVI -(21013), 4th Floor, Ravindra Natya Mandir, Sayani Road, Prabhadevi, Mumbai-400025, Tel-022-24216301/02/03, Fax - 022-24318021

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# Token No: 537

Document Type PEGISTERED
Nature Dis Document Property Document

BOI SHAREHOLDING CTD.

AGREEMENT TO SELL

BERWEEN



KROVA REALITIES PRIVATE LIMITED, Company registered and incorporated unser the Companies Act. 1955 and having its registered office at flushight Apartment, Flat No.1002, 10th Floor, Dr. Parekh Street, Prathana Samar Opposition Hospital, Mumbai AD0004, hereinafter referred to 3st "DEVELOPER/PROMOTER" (which expression shall unless contrary to their context or meaning thereof, mean and include their successors in the undirection of the One Part;

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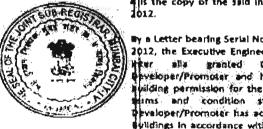
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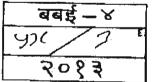
Mr. VAIBHAY SINGH residing / having its address at D-6/21, VASANT VIHAR, NEW DELHI- 120067 and assessed to income Tax under Permanent Account Number (PAN) ABAPOSSEN hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof. He deemed to mean and include (a) in case of an individual, such individual's heirs, executors and administrators and assigns; (b) in case of a Parmership Firm, for the time being survivors or the last survivors of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) in case of a Company, or a body corporate or juristic entity, its successors and permitted assigns) of the Other Part;

(The Developer/Promoter and the Purchaser are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties").

## WHEREAS:

- A. The Developer/Promoter is in its own right seized, possessed and otherwise, subject to the disclosures herein, entitled to the said property described in the Schedule.
- B. The Developer/Promoter is inter alia developing and constructing the Project (as defined herein) including the Building on the said Property (as defined herein), The brief chain of title of the Developer/Promoter in respect of the Property is sell out in the Schedule of Property hereto.
- a Letter bearing Serial No. SRA/ENG/2690/FS/Pt/AP dated 7th prember 2012, the Executive Engineer, the Sium Rehabilitation Authority, Mumbal intervalia granted intimation of Approval to the Developer/Promoter and has intervalia approved the plans of the Project subject to the compilance of the terms and condition stated in the said Letter and the Developer/Promoter has accordingly optimenced construction of the Buildings in accordance with the said plans as amended from time to time. The said intimation of Approval is an ended from time to time. Hereto annexed and marked as Annexura is the copy of the said intimation of Approval dated 7th November 2012.





my a Letter bearing Serial No. SRA/ENG/2793/FS/PL/AP dated 13th June 2012, the Executive Engineer, Sium Rehabilitation Authority, Mumbaliteer alls granted Commencement Certificate to the Excloper/Promoter and has interests granted development and building permission for the Project subject to the compliance of the same and condition stated in the said Letter and the Pevaloper/Promoter has accordingly commenced construction of the buildings in accordance with the said plans. The said Commencement Certificate is amended from time to time. Hereto annexed and marked Annexure 5 is the copy of the said Commencement Certificate.

The Developer/Promoter has engaged the services of architects and structural engineers for the preparation of the Structural design and drawings thereof and the construction of the Building/Project shall be under the professional supervision of the said architect and the structural engineer as required under the bye-laws of the local

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authorities, for the time being in force, till the completion of the Building.

- F. The copy of the Certificate of Title showing the nature of the title of the Developer/Promoter to the said Property on which the Building is to be constructed, Copies of Plans and Specifications of the Building and the Unit agreed to be purchased by the Purchaser and approved by the concerned local authority are hereto annated and marked as Americane "6" collectively. The Purchaser is aware that the Project will consist of a Government Car Park, a slum rehabilitation building and a dispensary as per the terms and conditions specified by the competent authority.
- G. The Purchaser has approached the Developer/Promoter and applied for allotment of the Unit (as defined harsin) in the Building. The Purchaser has also demanded from the Developer/Promoter and the Developer/Promoter has furnished/given to the Purchaser inspection and whitnesser applicable, copies of documents relating to the title, the tentative location and building plans and the Purchaser has confirmed that the Purchaser is satisfied in all respects with regard to the sitle of the Developer/Promoter in respect of the said Property as well as any encumbrances if any and further in respect of the Unit. The Purchaser confirms that the Purchaser waives his right to further investigate or raise any objection to the title of the Developer/Promoter to the said Property and the competency of the Developer/Promoter to enter into this Agreement.
- H. Relying upon the said application and the representations and declarations made by the Purchaser, the Developer/Promoter has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer/Promoter the Unit at the price and on the terms and conditions hereinafter applicating.

The Parties hereto are desirous of recording in writing the terms of this igneement:

HOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

# 1. DEFINITION AND INTERPRETATIONS

- 1.1 "Agreement" shell mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- 1.2 "Approvals" shall mean and include all Ricenses, parmits, approvals, sanctions and consents obtained/to be obtained from granted/to be granted by the competent authorities to develop the Property and/or the Project and/or sale/transfer of the Unit/Building and shall mean and include but not be limited to the plans, IOD and CC and OC, CC and licenses, permits and consents as mentioned hereto.

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- 1.3 "Building" shall mean the multi-storled building as defined in Annexure "2" to be/ being constructed by the Developer/Promoter on a portion of the said Property.
- 1.4 "Buildings" shall mean several multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said property including the Building. Several multistoried buildings having several wings each to be constructed on the said Property and any other or further buildings either residential and/or commercial being or proposed to be constructed or developed or the portion of the said Property including the Building. The term Buildings shall also include the amenity or service or such other building or structures or otherwise required to be constructed by the Developer/Promoter.
- 1.5 "Billiding Protection Deposit" shall mean an undated theque for the amounts specified in the Annaure 2.
- 1.6 "CMM Charges" shall mean the CAM Charges payable by the Purchaser inter alia for the maintenance of the Unit/Building/Project, and its immediate periphery within 6 metres thereof, but shall not include the Property Taxes, sinking fund, HVAC, Diesel and water charges.

"CAM Commencement Date" shall mean 15 (fifteen) days after the date of other of the Unit for fit outs, regardless of whether the Purchaser takes such Unit or not.

"Original Area" shall mean the carpet area of the Unit Including all passages, decks, balconies, service slabs, cupboards, niches and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any flinishes / finishing material and is subject to tolerance of \*/- 2% on account of structural, design and construction variances.

"Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.

"Federation" means a federation of the ultimate organization to be/ may be formed under clause 14 hereto. The nomineer to the Federation shall be the chairman and/or secretary (or equivalent) of each ultimate organization.

"If our Date" shall mean the date as specified in Annexure 2 herein on which the Developer/Promoter shall endower to make available to the Putchaser the Unit for fit outs subject to the receipt by the Promoter of the Total consideration and all other taxes and charges as mentioned in Annexure "2" payable in terms of this Agreement

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- 1.12 "Liquidated Demages" shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement plus applicable tax.
- 1.13 "Project" shall mean the construction and development of one or several buildings consisting of inter alia residential and/or commercial buildings on the said Property to be known as "Lodha Venezia".
- 1.14 "Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Developer/Promoter.
- 1.15 "Society and Other Charges" shall mean the Society and Other Charges payable by the Purchaser in respect of the Unit/Property set out in Ahnesture "2" hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity charges, batterment charges, development charges, gas connections charges, internet connection deposits, Telephone connection deposits, MVAT, Service Tax Charges, GST, VAT charges, sinking fund charges, atc cess, levies and charges etc. but shall not include CAM Charges and Property Taxies.
- 1.16 "The said Property" or "the Property" shall mean the lands more particularly described in the Schedule bereso.
- Transfer of the Unit shall mean the sale; transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser it a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding (b) in case the Purchaser is a Partnership Firm or an ELP, the change in constitution thereof. The term "Transfer" in respect of the Unit shall be constituted liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company (subject to (iii) (ii) above) shall not constitute Transfer of the Unit.

"Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2" hereto.

"Ultimate Organization" shall mean the Ultimate Organization to be formed in the manner contemplated herein.

Unit" shall mean a Unit in the Building and the details thereof are given in Annexure "2" hereto.

# 2. RULES FOR INTERPRETATION

In this Agreement where the context admits:-

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- 2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
  - a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - b) All statutory histruments or orders made pursuant to a statutory provision; and
  - Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information orly and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to nhis Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Also reference to the words "hereof", "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agraement as specified thierein.
- 2.7 The words "include" and "Including" are to be construed without limitation.

यबई - क्षे पुत्र (40) २०१३ reference to the masculine, the feminine and the neutral shall be ude each other.

to determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.



The Purchaser confirms and warrants that the Uquidated Damages is a garuine/pre-estimate of the loss or damage that is likely to be suffered by the Developer/Promoter on account of breach of the terms of this Agreement by the Purchaser. The Uquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Developer/Promoter, the ability or inability of the Developer/Promoter to resell the Unit, among others. The Purchaser walves his right to raise any objection to the payment or determination of Equidated damages in the manner and under the circumstances set out herein.

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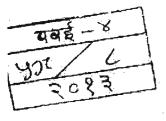
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- 2.11 The Developer/Promoter and the Purchaser are referred to herein individually as a "Party" and collectively as the "Parties".
- The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

#### 4. DISCLOSURES AND TITLE

- 4.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Developer/Promoter has made full and complete disclosure of the title to said Property and the Purchaser has taken full, free and complete disclosure of the litle to the said Property and the Purchaser has taken full, free and complete inspection of all the relevant documents has satisfied himself/herself/themselves of the particulars and disclosures of the following:-
  - Nature of the Developer/Promoter's title to the said Property, the development thereof and all encumbrances, if any, thereto, along with all this relevant social entry.
  - b) The drawings, plant and specifications in respect of the Building.
  - Nature and particulars of futures; fittings and amenities to be provided in the Unit.
  - d) All particulars of designs and meterials to be used in construction of the Unit and the Building.
  - The Approvals obtained and yet to be obtained in relation to the Property and/or the development thereof.

The Purchaser further confirms and warrants that the Purchaser has satisfied himself in respect of the title of the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Property and walves his right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions barnol. The Purchaser further confirms that the queries raised by him with regard to the Unit, the Building, the Project and the terms hereof have been responded to by the Developer/Promoter. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to anter into this Agreement.



# 5 AGREEMENT TO SELL AND CONSIDERATION

5.1 The Purchaser hereby agrees to purchase/acquire from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Purchaser, the Unit together with proportionate share in the Common Areas and Amenities at and for an aggregate lump sum consideration of the Total Consideration set out in American "2" hereto and subject to terms and conditions mentioned herein or in the Approvals issued/granted by the relevant authorities. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, taxes or

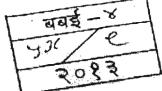
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premiums of any nature whatseever as are or may be applicable and/or payable heraunder or in respect of the Unit or otherwise, now or in future. The Purchaser confirms and agrees that all sums, contribution, takes, case, levies, feet, premiums, deposits and CAM charges that be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off.

- 5.2 The said Total Consideration shall be paid in installments to the Developer/Promoter from time to time and in the memore more particularly described in American "2" hereto, time being of the essence, it is specifically agreed that the Developer/Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
  - (0) Make payment of the installments as stated in Annexure "2" hereto, without any dalay or demur for any reason whatsoever and
  - (II) Observe all the covenants, obligations and restrictions stated in this agreement, in letter and spirit and
  - Any breach or fallure to observe the aforesald covernants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.
- 5.3 It is specifically agreed that the apportionment of the proportionate price of the common areas and amenities is notional and save as stated herein the said composite purchase price is not subject to change under any circumstance whatsoever.
  - It is clarified and the Purchaser accords his irrevocable consent that any payment made by the Purchaser to the Developer/Promoter hereunder shall, notwithstanding any communication to the contrary; be appropriated in the manner below:
    - a) Firstly towards any cheque bounce charges in case of dishonour
      of cheque or any other administrative expense incurred by us
      towards your booking (do note that such expenses will also
      attract service tax w.e.f 1st July, 2012)
    - b) Secondly, towards interest as on date of delayed payments
    - Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Unit;
    - d) Fourthly, lowards outstanding dues including Total
      Consideration in respect of the Unit or under the Agreement

Under any circumstances and except in the manner as aforesaid, no excess intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Developer/Promoter.



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CONSTRUCTION AND DEVELOPMENT

6.1 The Developer/Promoter shall, subject to the terms hereof and the Purchaser not being in breach of any of the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications as approved by the concerned local authority and observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the concerned local authority while sanctioning plans in the matter of construction of the additional floors over and above existing. The Purchaser is aware that while the Developer/Promoter has obtained some of the Approvals certain other Approvals are awaited. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and walves, his right to raise any such objection; in that regard. The Parties hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and the Developer/Promoter shall, obtain from the concerned local authority occupation and/or completion certificates in respect thereof. The Purchaser is aware and understands that the approvals have been granted in respect of some of the Buildings of the The Purchaser acknowledges and agrees that the Protect. Developer/Promoter shall be entitled to apply for and obtain approvals for construction and development of other Buildings for which the Purchaser unconditionally accords his irrevocable consent and waives his right to raise any objection in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Developer/Promoter shall be entitled to amend and modify the plans of the Building or the Unit, provided that such amendment/modification shall not result in reduction in the area thereof. It is clarified that in the event, the final area of the Unit is more than the area agreed to be provided, the Purchaser agrees and undartakes to pay additional consideration to the Developer/Promoter for such excess area on pro rate basis, based on the Total Consideration stated in Annexure 2 hereinabove:

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6.2 The Developer/Promoter reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Property. The Purchaser is aware that the Developer/Promoter is developing and constructing the Building on the said Property and may construct further upper floors on the Building and/or the buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser is also awars that the Developer/Promoter is/shall be constructing a Government Car Park, a slum rehabilitation building and a dispensary on a portion of the said Property and the FSI/TDR/any other available means of development may be used by the Developer/Promoter on the Property. The Purchaser haraby accords his unconditional and irrevocable consent to the Developer/Promoter for the construction of the buildings (including the Government Car Park, slum rehabilitation building and a dispensary) and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such daims and the rights if any in this regard shall be deemed to have been waked. The Developer/Promoter shall, however, ensure that the free ingress to and egress of the Purchaser from the Unit is not



materially adversely affected. It is further agreed that in the event the Furchister dispute the rights of the Developer/Promoter and/or objects to construction of such additional floors on the Building or the Buildings, then it shall constitute a breach of the terms hereof and the Developer/Promoter shall have right to terminate this Agreement, notwithstanding the fact that the Purchaser has paid the said Total Consideration amount and/or has been provided the Unit for fit outs.

- 6.3 The Developer/Promoter, if permitted by the appropriate authorities, respects to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on allow other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by the Developer/Promoter and waives his rights in that regard.
- 6.4 The Developer/Promoter shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate therefore When offered, the Purchaser shall be obliged and undertakes to take Unit for fit out on the basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Developer/Promoter shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its Contractors or otherwise the remaining work in respect of the Building and/or the project even if the same causes any nulsance and annoyance to the Purchaser.
- 6.5 The furthaser agrees that till such time the Conveyance of the said Property in favour of the Ultimate Organization is alrecuted, the Developer/Promoter shall retain with itself all the rights on the terrace, in the compound and on the Building either by themselves or through their pornlawe(s) or assignees as the case may be. Subject to the aforesald, the Developer/Promoter shall be at absolute liberty to aflot/assign the said right to such person/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Purchaser, the Purchaser shall not be entitled to the benefit of such rights. Subject to the aforesald, the Purchaser further areas that the Developer/Promoter shall be antitled so exclusively exploit commercially the restricted amenities including but not limited to installing of the terraces of the Building and/or on the Said Property antennee of ratious telecom and other service providers and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that again shall be deemed to have been waived. Provided that after execution of Conveyance in favour of the Ultimate Organization, the Developer/Promoter shall transfer/assign the benefit of revenue arising from commercial exploitation of such common amenities.

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SECURITIZATION OF THE TOTAL CONSIDERATION

The Purchaser hereby accords/grants his irrevocable consent to the Developer/Promoter to securitize the Total Consideration and/or part, thereof and the amounts receivable by the Developer/Promoter hereunder and to assign to the Banks / Financial Institutions the right to directly receive from the Purchaser the Total consideration / or part

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thereof hereunder. The Purchaser upon receipt of any such intimation in writing by the Developer/Promoter agrees and undertakes, to pay without any delay, demur, deduction or objection to such Bank / Financial institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Developer/Promoter covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial institutions, shall be a valid payment of consideration or part thereof and discharge of his/her/its obligations hereunder.

B. LCAME AGAINSTATING UNITS

it is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Developer/Promoter and/or mortgaged/mortgage the Unit with such Banks/Financial institutions (which is to be subject to issuance by the Developer/Promoter of a No-Objection Letter in favour of such Banks/Financial institutions) for repayment of the loan amount, it shall he the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Developer/Promoter shall not be liable or responsible for the repayment to such Banks/Financial institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (bichiding total consideration, contribution, CAM Charges and Property Tax) payable hereunder have not been paid, the Developer/Promoter shall have a Nen on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

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The Purchaser hereby expressly agrees that so long as the aforesald loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deat with the Unit in any manner whatsoever without obtaining prior written permission of the Developer/Promoter and/or such Banks/Financial institutions. The Developer/Promoter shall not be liable or responsible for eny of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to Inform the Ultimate Organization about the lien/charge of such Banks/Financial Institutions and the Developer/Promoter shall not be liable or responsible for the same in any manner whitesoever.

8.3 The Purchaser shall indemnify and keep indemnified the Developer/Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developer/Promoter and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial institutions may

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instants on account of such loan or for the recovery of the loan amount or any part thereof or on account of any areach by the Purchaser of the torne and conditions governing the said loan in respect of the Unit. Appendiantalling the provisions hereof, the Purchaser hereby agrees that in the event that any amounts/consideration/charges of any nature whatsoever payable to the Developer/Promoter are not paid within the time periods as demanded, the Developer/Promoter thall have a lien on the Premises and the Purchaser hereby waives his rights in this regard. Further, the Purchaser agrees that the Purchaser shall not be allowed to utilize the continon areas and amenities if the afforested amounts are not paid to the Developer/Promoter.

CAR PARKING

The Purchaser is aware that as a part of the Building and a common espenity, the Developes/Promoter is constructing multiple basement and multiple podiums which consist of several car parting spaces to be ed by the Purchasers of the Units of the Building. At the request of used by the Purchasers of the Units of the Building. At the request of the Purchaser, the Developer /Fromoter hereby allocates to the Purchaser car parking space/s as set out in Anneaure "Z" hereto, The chaser car parking space/s as set out in Anneoure "Z" hereto. The exact location of the Car Parking Spaces allocated to the Purchaser shall be finalized by the /Promoter at the time of handing the Unit for fit out [hereinafter referred to as "the Sald Car Perling Spaces"]. The Purchaser is aware that the Developer/Promoter has in the like manner allocated and shall be allocating other car parling space/s to several purchasers of the units in the Building and undertakes not to raise any objection in that regard and the rights of the Purchaser to calse any sych objection shall be deemed to have been welved. The Purchaser heraby accords his irrevocable and unconditional coment to the /Promoter to allocating the other car parking spaces to the Purchasers of the respective Units in the Building. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him for the purpose of the parking of car only, and not otherwise. The Parchaser hereby further warrants and confirms that the Purchaser shall upon formation of the Utilmate Organization and/or execution of the conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to after or change the allocation of car parking spaces in the manner affocated by the Developer /Promoter to the various purchasers (including the Purchaser herein) of the Units in the Building.



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REGISTRATION

It shall be the responsibility of the Purchaser to immediately after execution of this Agreement, at his/her/its own cost and expenses, logge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Developer/Promoter the serial number under which the same is lodged so, as to enable the representative of the Developer/Promoter to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Developer/Promoter may extend assistance/co-operation for the registration of this agreement, at the cost and expense of the

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Purchaser. However, the Developer/Promotor shall not be responsible or liable for any delay or default in such registration.

## 11. FIT OUTS AND POSSESSION

- 11.1 Subject to the Purchaser not being in breach of any of this terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Developer/Promoter shall endeavor to provide the Unit to the Purchaser for fit outs on or before the Fit Out Date as set out in Annexure "2" hereto. The Developer/Promoter shall endeavor to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities and obtain the occupation certificate in respect of the Building within a period of 1 (One) year from the Fit Out Date as set out in Annexure "2" hereto and this shall be deemed to be the final possession of the Unit.
- 11.2 The Developer/Promoter shall without being liable to the Purchaser, be entitled to a grace period of (1) One year beyond the aforesaid dates mentioned in the Clause 11.1 above Developer/Promoter.
  - Subject to the provisions of clause 11.5 In the event, the Developer/Promoter fails to make available the Unit to the Purchaser for fit-outs or obtain the occupation certificate, as the case may be: beyond the explry of the aforesaid grace period of 1 (one) Year, the Purchaser may, by giving notice in writing to the Developer/Promoter elect to terminate this Agreement and in such event, the Developer/Promoter shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Writt with simple interest at 9 % p.m. from the date of payment of each installment out of the Total Consideration or part thereof till the date of such termination. The repayment of such amounts shall be made by the reveloper/Promoter in 12 equal monthly installments and the first of such installment shall commence from the expiry of the 18th month in which the cancellation/termination takes place. In the event of such termination under clause 21 neither Party shall have any other claim, against the other, in respect of the Unit or arising out of this Agreement and the Developer/Promoter shall be at liberty to sell and/or dispose off the Unit to any other person in the manner, at such price and upon such terms and conditions as the Developer /Promoter may deem fit and proper.

if as a result of any legislative order or regulation or direction or the delay in respect or non-receipt of the relevant approvals from the Government or Public authorities, the Developer/Promoter is unable to provide the Unit for fit-outs and/or give Unit to the Purchaser within the time as prescribed in clause 11.1 and clause 11.2 above, the Developer /Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Developer/Promoter in such an event will be to pay over to the Purchaser such Consideration as may have been paid by the Purchaser with simple interest at 9% p.a. from the date of payment of each installment to the date of notice of termination by the

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Seveloper/Promoter. The repayment of such amounts shall be made by the /Promoter in 12 equal monthly installments and the first of such ristallment shall commence from the explry of the 13th month in which the cancellation/termination takes place.

Notwithstatiding the provisions hereof, the Developer/Promoter shall without being liable to the Purchaser be entitled to reasonable extension of time for making available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in clause 11.1, if the same is delayed for reasons beyond the control of the Developer/Promoter including on account of-

Non-availability of steel, coment, other said building material, water or electric supply.

Labour problems, shortage of water supply of electric power or by reason of eny act of God if non delivery of the Unit is as a result of any notice, order, rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in Issuance of NOC's, Licenses, Occupation Certificate etc. or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sawage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Developer/Promoter.

tHi Economic Hardship

Delay in receipt of documents and/or Approvals.

The Purchaser shall take the Unit within 15(fifteen) days of the Developer /Promoter giving written nauce so use commercials and for that the Unit is ready for fit out, in the event the Purchaser falls and for rieglects to take the Unit within the said period, the Purchaser shall in addition to the CAM Charges, be liable to pay the Developer/Promoter compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet as a per month or part thereof from the FR-Out Date till such time the Perchaser acquire the Unit. Notwithstanding the aforesaid, it shall be desired that the Purchaser has taken the Unit from the expiry of the day of the date of the arid written notice The Purchaser shall alone responsible/Rable in respect any loss or damage that may be caused to the Unit from the explry of 15 days from the Fit Out Date.



DEFECT LIABILITY
If within a period of 12 months from Fit Out Date the Purchaser brings to the notice of the Developer/Promoter any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse expluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Descripper/Promoter at their own easts. In case it is not possible to restify such defects, the Purchaser shall be entitled to receive from the Developer/Promoter reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Developer/Promoter Provided that the liability of the Developer/Promoter under this clause shall not exceed Rs. 5,00,000/- (Rupees Five Lakhs Only).

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# 13. SET OFF / ADJUSTMENT

The Purchaser hereby grants to the Developer/Promoter the unequivoral and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Developer/Promoter including the Total Consideration, the said Charges, interest end/or Equidated Dameges from the amounts if any, payable by the Developer /Promoter to the Purchaser. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deamed to have been waived.

## 14. ULTIMATE ORGANIZATION

14.1

The Purchaser along with other purchasers of Units in the Building shall upon completion of the Project, join in forming and registering the Ultimate Organization in relation to the Building to be known by such name as the Developer/Promoter may in its sole discretion decide for this purpose and from time to time sign and execute the application for registration and other papers and documents flecessary for the formation and the registration of the Ultimate Organization and duly fill in, sign and return to the Developer/Promoter within 7 (seven) days of the same being forwarded by the Developer/Promoter to the purchasers, so as to enable the Developer/Promoter to register the Ultimate Organization of the Unit purchasers.

The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/ and/or Ultimate Organization shall not be changed without the prior written consent of the Developer/Promoter. The Purchaser is also

aware for various other buildings to be constructed on the said property; various such ultimate organizations may be formed as per the terms decided between the Developer/Promoter and the purchasers in

the sald buildings,

Unless it is otherwise agreed to by and between the Parties hereto and subject to the provisions hereof, the Developer/Promoter shall upon the completion of the entire development convey, transfer the said Property to the Utilimata Organization formed as per Clause 14.2. It is further clarified that save and except the fights agreed to be conferred upon the Purchaser and/or the Utilimata Organization, no other rights are contemplated or intended to be conferred upon the Purchaser of the Utilimate Organization, in respect of the Said Building or the said Property and in this regard the Purchaser for himself and/or the Utilimate Organization, waives all his rights and claims and undertakes not to claim and cause the Utilimate Organization not to claim any such

14.4 It is clarified and the Purchaser agrees and understands that irrespective of the Unit being given to the Purchaser and/or the Management being given to the ad-not committee of the Unit purchasers and/or conveyance of the said Property being conveyed to the Ultimate Organization, as the case may be, the rights under this

right in respect of the Building or the said Property.



Agricument reserved for the Developer/Promoter including for espiciting the potentiality of the said Property shall be substiting and stall continue to wast in the Developer/Promoter and the Purchaser in this regard for himself and the Utilmate Organization walves all his rights in that regard and undertakes and/or cause the Ultimate Organization not to daim any such rights.

14.5 The Developer/Promoter hereby agrees that they shall, before handing ower the Unit for Fit Outs to the Purchaser and in any event before execution of a Deed of Conveyance in favour of the Ultimate Organization, as contemplated herein, make full and true disclosure of the nature of the title to the said Property as well as encumbrances and/or claims, if any in/over the said Property. The Developer/Promoter shall, as far as practicable, ensure that upon such Conveyance favour of the Ultimate Organization is as far as practicable free from encumbrances. The Ultimate Organization shall bear and pay all out of pocket expenses including Stamp Duty and Registration Charges, If any and the professional fees of the advocates engaged for the aforesaid purpose.

It; is agreed that in the event that the Ultimate Organization or the Ultimate Organization has been formed but there is/are unit/s in the Project that are not sold by the Developer/Promoter, the Developer/Promoter shell not be liable to pay maintenance charges, property taxes or any other charges/expenses of any nature whatsoever for the unsold units till such time that the sale of the said units occurs...

FACILITY MANAGEMENT COMPANY

The Purchaser is aware that the Buildings including the Building and maintenance of the common areas and ementiles of the Building/Project/Property the provision of services shall be managed by a Facility Management Company (FMC) appointed by the veloper/Promoter for a period ending upto 60 months, from the date of offer of the unit for fit outs or any period thereafter, which may be decided by the Ultimate Organization. The Purchaser alongwith the other purchasers of the Units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers of the Units and/or units in the Building/Project. These common costs shall be shared by all such purchasers on a pro-rate basis intermined by the Developer/Promoter and/or FMC which germination shall be binding on the Purchaser.

Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be ned by the FMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. The Purchaser is aware that the Developer/Promoter is not in the business of providing services proposed to be provided by the FMC or through

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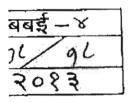
the FMC. The Developer/Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective service Providers/FMC. The Parties hereto agree that the Developer/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective Service Providers/FMC.

# 16. COMMON AREAS AND AMENITIES RESTRICTED AREAS AND

The Developer/Promoter shall make available the Common Areas and Amenities. The Purchaser shall, subject to the terms hereof, have a proportionate share in the Common Areas and Amenities. The Common Areas and Amenities are as set out in Annexura 38 hereto.

#### 16.2 Restricted Areas and Amenities

Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the facilities of the "CLUB", which is proposed to be constructed on the portion of the said Property under the control of FMC or any other person nominated by the FMC. The number of club members permitted to use the Club is as stated in Annexure 2 hereto, Additional memberships would be available on request on a chargeable basis. For any additional members, the same shall be permitted only if they are full-time members of the unit and on payment of fee as may be decided by the FMC from time to time. Similarly, charges for any guests shall be determined by the FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB". The right to use the facilities at the Oub shall be personal to the Purchaser being owners of the Unit In the Building end shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit in the Building is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as Chief Membership to the then Purchaser/Transferee of the Unit. It is, however, clarified that the Developer/Promoter/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable heraunder, at the time the Unit is made available to the Purchaser for fit-outs, be obliged to and agree to pay to the Daveloper/Promoter towards non-refundable club membership admission service/user fees the amount as set in Annexure "2" hereto in respect of the "Club" for a period of 18 months from the month the services of the Club are made available to the purchasers of the Units in the Building. The membership to the Club shall be renewed on such the terms, conditions and charges may be imposed by the Operator of the Club/It is clarified that curtain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the fit out date, as





specified by the Builder/Developer, along with applicable VAT and Service Tax

The Developer/Promoter does not warrant or guarantee the use, performance or otherwise of these services. The Parties hereto agree that the Developer/Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

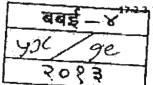
# CHARGES PROPERTY TAXES AND EXPENSES:

SUCIETY AND OTHER CHARGES:

The Purchaser shall on or before the Fit Out Date, in addition to the Total Consideration, pay to the Developer/Promoter the Society and Other Charges set out in Annexure 2 hereto, CAM Charges and Property Tay, MVAT and Service Tax shall be extra as applicable on the same and Bailding Protection Deposit.

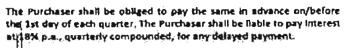
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17.2 Chivi CHARGES:
17.2.1 The maintenance of the common areas of the building / development shall be handled by a facilities management company (FMC), which shall initially be appointed by the Developer/Promoter for a period upto 60 months starting from the date of offer of the Unit for fit outs and thereafter, may be decided by the Ultimate Organization, if applicable.



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The Purchaser shall pay the CAM Charges at the rate as specified in Ashexure 2. These CAM Charges shall be estimated/calculated on the tails of the basis of 'costs incurred by the FMC' + 20% margin (excluding utility costs). The 'costs incurred by FMC' shall include all direct costs and indirect costs / overheads allocable to the providing of the CAM services for the said Building/Project. However, the said CAM charges shall not include the cost associated with Diesel for any other (sel) consumption and electricity/rivres con monthly basis based on which shall be payable by the Purchaser on monthly basis based on the CaM charges ) consumption and electricity/HVAC consumption within the Unit uals. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the Clause 17.3.



THE FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant Financial Year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

- 17.2.5 The Purchaser agrees to be bound by the rules and regulations that may be framed by the FMC, from time to time, for the conduct and maintenance of the building.
- 17.2.6 The Purchases is aware that the Developer/Promoter & not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer/Promoter does not warrant or



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guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Developer/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non performance or otherwise of these services provided by the respective Service Providers/TMC.

- 17.2.7 It is clarified that in such cases that the Unit is sold after CAM Commencement Date, the CAM for that unit shall commence from the date on which the last installment of the consideration amount (excluding society, maintenance & equivalent charges) is payable as per the agreed terms of allotment.
- 17.2.8 The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5%-10% p.a.). Further, these charges are subject to the nevision every 12 months after the Fit Out Date by 7.5%-10% p.a., in case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchases and the FMC.
  - The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months within 15 (fifteen) days from the date of offer of the Unit for Fit Duts.

## 17.3 PROPERTY TAXES:

- 17.3.1 The property tax, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge / CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 30th April of each financial year, based on the estimate provided by the FMC, which shall provide the said estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment. The actual amount paid for the property tax shall be reconciled and paid back / balance paid in the month of March of the said Financial year.
- 17.3.2 For the purposes of this document, the Financial Year is assumed to be from April to March.
- 17.3.3 The Property tax shall be collected on the basis of applicability from CAM Commencement Date (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Developer/Promoter shall pay the amount collected from all the Purchasers of the said wing directly to the authorities and provide the receipt for the same to the Ultimate Organization. If there is any shortfall between the amount deposited with the Developer/Promoter by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("Bhortfall amount"), the Developer/Promoter shall inform the Purchasers of such shortfall and the Purchasers shall be liable to ensure that the same to the Developer/Promoter is paid within 7 days

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- To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Developer/Promoter to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravantion of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- f. Not to make any changes whitsoever which would cause any change to the external façade of the Unit/ Building, including but not limited to not making any change or to elter the windows and/or grills provided by the Developer/Promoter.
  - Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (accept internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Developer/Promoter as amended from time to time.

Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any structural additions or alterations of whatsoever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the Building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Said Building in which the Unit is situated and shall not chisel or in any other manner damage or cause damage to the columns, beams, walls, stabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Developer/Promoter and/or the Ultimate Organization.

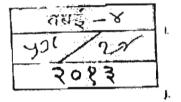
Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Bulloting in which the Unit is shumed in any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said Property and/or the Said Building in which the Unit is situated.

- Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition.
  - Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit.

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of such intimation. The Developer/Promoter shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the Purchasers. In case there is any surplus amount collected vis-a-vis the demand raised by the authorities, the same shall be handed over to the Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.

17.3.4 The Purchaser undertakes to make payment of the estimated property tax for the first 18\_months simultaneously with the CAM Charges amount becoming payable as per the terms stated herein below.

## 17.4. BUILDING PROTECTION DEPOSIT:

17.4.2 The Purchaser shall within 15 (fifteen) days from the date of offer of the Unit for fit outs, pay to the Developer/Promoter, the Building Plotection Deposit set out in Annexure 2 hereto.

17.4.2 Building Protection Deposit shall be returned to the Purchaser after completion of fit-out work by the Purchaser and subject to the persention policy and permissible thanges policy of the Developer/Promoter. In the event that the Purchaser violates/falls to comply with the possession policy and permissible changes policy of the religion/Promoter, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and rick, in the event that the Purchaser falls to rectify/reators the Unit within the sime period stated hereinshove, the Developer/Promoter /FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Parchaser. The costs and expenses incurred by the Developer/Promoter C in this regard shall be recovered from the Building Protection Deposit. The Developer/Promoter /FMC shall be entitled to date the salt cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account. Further, in case any excess amounts are to be recovered from the Purchaser, the Developer/Promoter /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 [fifteen] days from the date of such invoice. In case the Purchaser refrains from paying the extra amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.



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17.43 The Purchaser hereto agrees and acknowledges that, in order to claim the refund of the said Building Protection Deposit, the Purchaser shall notify the Developer/Promoter about completion of all fit-out or injerior works in the Unit. On receiving this notification, the Developer/Promoter's representatives/nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbles, etc. for compliance with possession policy and policy on permissible changes: If all changes made by the customer are in adherence to permissible changes policy then the Building Protection Deposit will be returned.

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- 17.4.4 In the event the of any violations are observed by the Developer/Promoter's representatives/nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 days from the date of at the said intimation at his / har/its cost and risk. In the event the Purchaser falls to do the same, then Developer/Promoter's shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard these costs, shall be recovered from the aforesaid 'building protection' deposit.
- 17.4.5 Notwithstanding anything contained herein, in case of cheque being dishonored, an extra penalty of 36% pa on the amount of Building Protection Deposit will be payable by the Purchaser.
- 17.5 Any delay or default in payment of the said amounts under this Clause 17 shall constitute a breach of the terms of this Agreement and the Purchaser shall also be liable to pay interest thereon calculated at 18% per annum compounded on a quarterly basis.

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The Developer/Promoter shall maintain a separate account in respect of sums received by the Developer/Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Ultimate Organization towards the outgoings, it is charges and shall utilize the amount only for the purposes for which they have been received

## TAKES AND LEVIES

The Purchaser agrees that all levies and/or of taxes and/or assignments and/or charges of any nature virialsoever (present or future), including but not limited to Service Tax and Value Added Tax (VAT), Stamp Duty, Registration Charges as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise shall:-

- I. be solely and exclusively borne and paid by the Purchaser, and
- ii. shall be exclusive of and in addition to the Total Consideration and Society and Other Charges.

It is, however, clarified that the property taxes in respect of the Unit shall be borne and paid by the Purchaser only after the Developer/Promoter makes available the Unit for fit-outs.

18.3 The Purchaser confirms and agrees that the Purchaser alone shall and undertakes to bear and pay on demand all sums, taxes, levies, charges, deposits, duties, fees and premium.

# 19. INTEREST

The Purchaser agrees to pay to the Developer/Promoter Interest @ 16 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Developer/Promoter under the terms of this Agreement from the date the said amount becoming



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due and payable by the Piirchaser to the Developer/Promoter, till the date of realization of such payment. The Purchaser confirms and specepts that the rate of interest prescribed in this Clause 19 is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Project, the cost of the funds procured for the efforesaid purpose and the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Dejweloper/Promoter upon refund of the Total Consideration or part thereof under Clauses 11.3 and 11.4 is just and proper having regard to the rate of interest at which the losses are made analiable by the Bank and Home Finance Companies to the individual purchasers for purchase of the Units and the Purchaser waives his right to raise any objection or night claims to the contrary, in that regard.

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PURCHASER'S COVENANTS:

The Purchaser for himself with intention to bring all persons into wrosoever hands the Unit may come, dath hereby coverant with the Davaloper/Promoter as follows herein below.

To maintain the Unit at the Purchaser's own cost in good benantable repair and proper condition from the Fit Out Date and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority, or change / after or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof,

The Project and the Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Developer/Promoter,

The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Unit or any part thereof or permit the same to be used for purpose of residence and not for commercial use or as a guest house by whatsoever name and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle.

Not to store in the Unit any goods which are of liazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Unit is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.



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Not to put any claim in respect of the restricted amenities including open cer parking space, open space, stilt parking, hoarding, gardens attached to other Units or terraces and the same are retained by the Developer/Promoter as restricted amenities; The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

To pay to the Developer/Promoter, within 7 (seven) days of demand by the Developer/Promoter, its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Developer/Promoter within 7 (seven) days of demand by the Developer/Promoter, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a provata basis.

The Purchaser is aware that (i) a slum re-development; (ii) a Government Car Park; and (iii) a dispensary will be the part of this Project and it has no objection to the same and waives its right hereto to raise any objection to the same.

The Purchaser is aware that brickwork, plaster, flooring and painting, whether internal or external, may be initiated and demanded by the Developer/ Promoter at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.

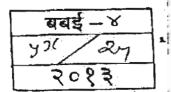
To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser viz user for any purposes other than for residential or otherwise.

Purchaser shall not let, sub-let, transfer, easign or part with Purchaser's Interest or benefit under this Agreement or part with the possession of the Unit till the possession of the Unit is handed over to the Purchaser. Any transfer of the Unit shall be subject to the prior written consent of the Developer/Promoter (which consent may not be unreasonably withheld). Any application for such transfer shall be considered only if (i) the Purchaser has paid to the Developer/Promoter all amounts (including Total Consideration) payable in respect of the Unit and (ii) the Applicant is not in breach of any of the terms and conditions of the Agreement to Sell

The Purchaser shall observe and perform all the rules and regulations or bye-laws which the Ultimate Transferee of the said Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all

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the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.

The Purchaser agrees and acknowledges that the sample Unit constructed by the Developer/Promoter and all furnitura's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Unit and the Developer/Promoter is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the sample Unit, other than as expressly agreed by the Developer/Promoter under this Agreement.

Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire Project is declared by the Developer/Promoter as completed, the Purchaser shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.

The Purchaser shall be free to Fitout the unit and complete all works required to make the Unit habitable/usable during the period after the Fit out date.

In the event the electric meter of the Unit has not been installed by the Fit Out Date, the Developer/Promoter shall be obliged to provide power supply to the Unit. The power supply will be in line, with the supply generally provided by the electric distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Developer/Promoter for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit for fit outs.

The Developer/Promoter agrees to provide certain facilities in the Club and that shall have usage charges in addition to the said club membership fees or club charges as provided herein. The Purchaser shall have no objection to the same and shall pay the same without any delay or demur.

Notwithstanding anything contained herein, the Purchaser is aware that the Application Money I and the Application Money II duly paid by the Purchaser, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Developer/Promoter is entitled to forfeit the full or part of the said the Application Money I and the Application Money II in terms of this Agreement and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.

The Purchaser is aware that the Developer/Promoters shall avail of finance for the construction of the Project and shall execute mortgage of the said Property in favour of various bankers/financiers from time to time and the Purchaser hereby accords his irrevocable and unconditional consent to the same. The Purchaser acknowledges that he has been informed by the Developer/Promoters that upon creation of such mortgage the Copies of such Deed of Mortgage shall be available for inspection at the office of the Developer/Promoters.

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#### 21. **DEFAULT, TERMINATION AND LIQUIDATED DAMAGES**

- 21.1 in the event the Purchaser commits:
  - default in payment of any amount due and payable under this (4) Agreement (including his proportionate share of taxes levied by the concerned local authority and other ourgoings) and/or
  - (b) material breach of any of the terms and conditions herein contained, the Developer/Promoter may at its own option and without prejudice to the other rights and remedies available hereunder or otherwise by a notice in writing:
    - require the Purchaser to specifically perform this Agrantment or
    - terminate this Agreement.

Provided however, always that the power of termination herein before contained shall not be exercised by the Developer/Promoter unless and ugit! the Developer/Promoter shall have given to the Purchaser 15 (litteen) days prior notice in writing of its intention to terminate this Agreement and of the breach of terms and conditions in respect of which it is intended to terminate the Agreement and the default shall faire been made by the Purchaser in remedying such breach or breaches within a period of 30 (thirty) days from the date such notice. Provided further that upon termination of this Agreement as aforesald, the Developer/Promoter shall refund to the Purchaser the Refund rount in 12 equal monthly installments and the first such installment shall commence from the expiry of the 13th month of the month in which the termination takes place. The Developer/Promoter shall not liable to pay to the Purchaser any interest on the amount so unded upon such termination.

Upon such breach or default, the Purchaser shall be liable and agrees and undertakes to forthwith pay to the Developer/Promoter the Unideted Damages, it is derifled that the Rabilities to pay Equidated Dimings shall be without projudice to any other rights and wallable to the Developer/Promoter hereunder or otherwise... mages shall be without projudice to any other rights and remedies

in the event this Agreement is terminated, the Purchaser shall cause to against the Developer/Promoter, and the Developer/Promoter shall be entitled to deal with and/or dispose of the Unit in the manner it deems and proper.

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Sobject to the terms linearly the said Property shall be transferred by the Developer/Promoter by causing to execute a Deed of Conveyance/Assignment. In the event of the transfer of the said Property being effected earlier for any reason whatsoever, then in such case, all the rights of the Developer/Promoter in respect of the said property and the Units in the Building shall be in full force and binding upon the transferees and all its members and such transfer shall always be deemed to be subject to the provisions of this Agreement and the

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transferees shall not have any better right than the right intended to be granted under this Agreement.

- 22.2 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Unit or of the said Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbles, staircase, terraces, gardens attached to the other Units recreation spaces etc., save and except in respect of the Unit hereby agreed to be sold to him/her/them as set out herein.
- 22.3 The Purchaser hereby declares that he has read and understood the Agreement and all the documents related to the said Property and the Unit purchased by the Purchaser and has expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Developer/Promoter as aforesaid, after being fully satisfied the Purchaser has entered into this Agreement.
- 22.4 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in Annesure "2" hereto.

**収明第一** Y 23.1 リタレーアム マのを考

DISPUTE RESOLUTION AND GOVERNING LAW

If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggreewed Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the lame by mutual discussions and Agreement.

if the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Perty under clause 23.1 above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbal, india in accordance with the provisions of the Arbitration and Conciliation Act, 1986 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Developer/Promoter.

The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursaments. Judgment upon the award may be entered by the Courts in Mumbal,

- 23.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 23.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbal alone shall



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have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

# 24. SEVERABILITY

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24.3 If it any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

24.2 In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law:

24.3 Such enforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the unenforceable provision had not been contained therein; and

24.4 The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and their preserves the party's commercial interests under this Agreement.

# 25. MAIVER:

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बबई - ४ 436/2e २०१३ Any delay tolerated or includence shown by the Developer/Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Developer/Promoter shall not be construed as a water on the part of the Developer/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Developer/Promoter.

# ENTIRE AGREEMENT

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Developer/Promoter in any documents, brochures, advantsements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Developer/Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

# 27. CONFIDENTIALITY

The Purchaser hereto agree that all the information, documents are exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof



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("Confidential information") is confidential and proprietary and shall not be disclosed, reproduced, sopied, disclosed to any third party or used otherwise without the prior written consent of the Developer/Promoter. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Purchaser and shall always be in full force and effect.

- 27.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Developer/ Promoter.
- 27.3 Nothing contained hereinabove shall apply to any disclosure of Confidential information if:
  - a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
  - b) such disclosure is required in connection with any litigation; or
  - such information has entered the public domain other than by a breach of the Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written?

# Schedule of Property

All that pieces and parcels of land and structures standing thereon lying being and situated at Parel Tank Road, Mumbai – 400 012 of Parel Sewree Division and having Cadastral Survey Numbers as follows:-

Cadastral Survey Number	Area (In sq. mtrs.)
12/124	10593.88
13/124	. 1616.77
14/124	647.13
Total	12857.78



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The Developer/Promoter abovenamed P'C' A' I harming afficied pursuant to Succeeding the following throughout hands of Constituted Attorney of Developer/Promoter vide Power of Attorney dated to Oslin day of January 2013 in the passence of:

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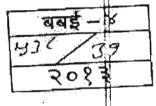
SISPLED WID DELIVERED By the winds named Purchaser Mr.VAID AV SINGH

In the presence of:

1. Sohl Chord 
2. Nimes, to George -









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RECEIVED on the day and year first hereinabove written of and from the Withinnamed Purchaser the sum of Rs.5711420.00/- Rupeas Fifty Seven takhs Eleven Thousand Four Hundred Twenty Only Being the amount to be paid by the Purchaser on execution of these Presents to us by Cheque No. 347898,029082,029083 Dated 16.10.2012,01.11.2012,16.11.2012 Drawn on HDFC BANK LTD Bank

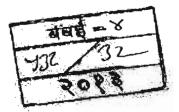
Rs.5711420,00/-

WE SAY RECEIVED

FOR KRONA REALITIES PRIVATE LIMITED

AUTHORIZED SIGNATORY

WITNESSES:





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#### Annexure "1"

(a) By an indenture dated 14th August 2002 registered under No BBE-2/3098 of 2002 with the Sub-Registrar of Assurances at Mumbal on 14th August 2012 exacuted by and between the Provident Investment Company Limited ("PICL") of the one part and Esque Finmark Private Limited ("Esque") of the Juliar part, the said PICL Interalla sold and conveyed to and unto Esque the land, bearing spart of Old Survey No 124 of Parel-Sewree Division admeasuring 38,750 sq. yards i.e. 32411,71 sq. mtrs (hereinafter referred to as the "Larger Property") for valuable consideration and on the terms, coveriants and conditions stated therein.

Sometimic around 2003, the said Cadastral Survey No. 124 of Parel Sewree Division was sub divided into various plots and assigned various Cadastral Survey Numbers.

(c) By a Grant of Development Rights Agreement dated 9th December 2010 registered under No 88E-3/11723 of 2010 with the SubRegistrar of Assurances at Mumbal on 10th December 2010 as a smended from time to time ("GDR") executed by and between Estate of the one part and the Developer/Promoter of the other part, the said Esque granted development rights to and unto the said Developers in respect of the part of the larger Property bearing. New Cadastral Survey No. 12/124 admeasuring 1038.78 ag mits. New Cadastral Survey No. 13/124 admeasuring 1038.77 ag mits and New-Cadastral Survey No. 14/124 admeasuring 12857.78 ag mits (hereinafter referred to as the "said Property") more particularly described in the Schedule hereinabove, for consideration and on terms and conditions stated therein.

(d) In furtherance to the above and as per the terms and conditions of the GDR, Esque has executed and registered a Power of Attorney dated 25th May 2012 under No.BBE1-04544/2012 with the Sub-Registrac of Assurances at Mumbal in favour of the Developer/Promoter and/or their nominee Padmavati Buildech and Farms Private Ltd., conferring upon them powers and authorities to carry out development and other acts, deeds, matters and things in connection with the said Property.

A part of the said Property has been declared as a slum pursuant to the notification issued by Sium Rehabilitation Authority (SRA).

Prior to the execution of the GDA, Esque intended to develop the said Larger Property by constructing a building by name Shanti Darshan on a portion thereof. Between 2003 and 2009 Esque Issued letters to various persons (hereinafter referred to as "Allottees") allotting to them the flats in the said proposed building Shanti Darshan, Sometime in the month of October 2010, the Allotment Itelters issued to the Allottees were revised/cancelled with mutual consent and replaced by Ravisad Latters of Allotment in the said consent and replaced by Ravisad Latters of Allotment

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(b) Sometime around Sewred Division various Edustral
(c) By a Grant of De 2010 registered Registrar of Assu

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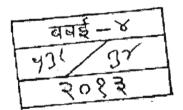
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Allottees were allotted flats in buildings proposed to be constructed on the balance portion of the Larger Property, excluding the said Property, in terms of the said GDR, claims, if any, in relation to the said Allotees are to be solely handled and sattled by Esque and the Developer/Promoter shall not be responsible for the same in any manner whatsoever. Further, the Developer/Promoter has filled a Sult bearing Lodging No. 2600 of 2012 in the Hon'ble Bombay High Court against Esque and one Mr. Mahesh Kumar Kothari (for himself and on behalf of the pre-2010 Allottees) inter alla for a declaration that the Abottees have no rights in relation to the said Property and various other reliefs therein; By an ad-interim Order dated 18th October, 2012 passed in Notice of Motion (Lodging) No.3043 of 2012, the Hon'ble Bombay High Court has inter allo restrained the Defendants from Issuing any advertisements/notices in respect of the Property. The said Sult is pending disposal.

- (g) By the relevant permissions and approvals disclosed herein, the SRA has inter alla approved the plans of the Project proposed to be constructed on the said Property and a Dispensery proposed to be constructed on the said Property. In accordance with the plans so approved, the free sale buildings shall be constructed on Cadastral Survey No 12/124(part), 13/124 and 14/124.
- (h) The Developer/Promoters shall evall of finance for the construction of the project and shall execute mortgage of the said property in favour of various bankers/financiers from time to time. Copies of such Deed of Mortgage shall be available for inspection at the office of the Developer/Promoters.

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### Anneoure "2"

(I) Plat Details (I) Plat No

: 1101

(ii) Floor

: 11th FLOOR : WEST TOWER

(III) Town (hr) Corpet Area

: 834 sq. ft.

(v) Car Parking Spaces

:1 (One)

(II) "Building" shall mean the multi-storied building known as WEST TOWER constructed by the Developer/Promoter on a portion of the said Property.

(III) (A) Total Consideration shall be its, 28700604.00/- (Rupess Two Crores Eighty Septen Luidin Str Hundred Four Only).

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At the time of Booking	Rs.900000.00/-
Within 21 days from Booking	Rs.1541360.00/-
Within 42 days from Booking	Rs.2870060.00/-
On Initiation of RCC works for Raft	Rs.1894240.00/-
On Initiation of RCC works for 82	Ra.1865539.00/-
On thittlation of BCC works for Plinth	Rs.2009042.00/-
On Initiation of RCC works for Level 1	Rs.1435030.00/-
On Initiation of RCC works for Level 8	Ra.1435030.00/-
On Initiation of RCC works for Level 15	Rs.1435030.00/-
Or Initiation of RCC works for Level 22	RL1435030.00/-
Or initiation of RCC works for Level 29	Rs.1435030.00/-
On Initiation of ACC works for Level 36	Rs.2495030.00/-
On Initiation of RCC works for Level 43	Rz.1435030.00/-
On Initiation of RCC works for Level 50	Rs.1435030.00/-
On Initiation of RCC works for Level 59	Rs.1438030.00/-
On Initiation of RCC works for Level 63	Rs.1435030.00/-
On Initiation of Brickwork	Rs_717515.00/-

On initiation of Plastering On Initiation of Fit-outs

buildings where construction has commenced and/or completed, all onstruction related dues need to be completed as demanded

: 31.MARCH,2017

(V) Address of Purchaser for Notices: D-6/21, VASANT VIHAR, NEW DELHI-110057.

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Rs.717515.00/-Rs.1435033.00/-

## (VI) SOCIETY AND OTHER CHARGES:

- Payment towards cost of shares in the Ultimate Organization which shall be specified and payable on or before the Fit Out Date.
- Rs. 25,600/- (Rupees Twenty Five Thousand Six Hundred only)are being the expenses for formation and registration of the Ultimate Organization.
- Rs. 25,000/- (Rupees Twenty Five Thousand only) towards Legal Charges, MVAT and Service Tax shall be extra as applicable.
- Rs. 50,000/- (Rupees Fifty Thousand only) towards electric connection, white connection, transformer, cable, laying, and other related charges, MVAT and Service Tax shall be extra as applicable.
- Rs. 9,000/- (Rupees Nine Thousand only) towards pipe laying charges/pipe gas connection charges, MVAT and Service Tax shall be extra as applicable.
- Rs. NiL/- (Rupees Nil. only) per sq. ft carpet area of the Unit towards infrastructure Charges, MVAT and Service Tax shall be extra as applicable.

# (VIII) CAM CHARGES:

Rs. 270216.00/- (Rupees Two Lakhs Seventy Thousand Two Hundred Slateen Only) towards provisional CAM Charges (calculated at Rs. 18/per sq. ft carpet area of the Unit per month) for the period of 18 months from the Fit Out Date.

### (DX) PROPERTY TAX:

Rs. 78946.00/- (Rupees Seventy Eight Thousand Nine Hundred Forty Six Only) Lowards provisional Property Tax in respect of the Unit for a period of 18 months from the Fit Out Date.

# (X) BUILDING PROTECTION DEPOSIT:

Undated cheque of Rt. 1,00,000 (Rupees One takh only ) towards Building Protection Deposit, which shall be returned subject to compliance with the terms of clause 17.4.

### (XII) CLUB MEMBERSHIP:

Rs. 5,00,000/- (Rupers Five Lakhs only) only) towards Club Membership Charges, on or before the Fit Out date and the number members eligible for same shall be as under and MVAT and Service Tax shall be extra as applicable.

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and the same of th	2 BHX	5
	3 BHK	5
	4 8500 or lainer	.6

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### **ANNEXURE - 3**

# Common Area and Amenities

- Hallen merble flooring in Bying/dining, puls and passage
- Bamboo flooring for all bedrooms

  German Duravita / American Kohler santtary were and German

  Globe / Hansgrobe CP fittings in all tollets.
- Grand Sundeck in living room with Franch windows. Dacks fitted with high-and glass railing.
- fally air conditioned homes (kitchen, store, tollets and service areas are michaded) with split AC's.
- All Master toilets finished in Italian marble dado and antiskid designer Afrified the flooring. All other tollets finished in agalomerated marbles / designer vitrified tiles.
- Motion sensors for automated lighting in bathrooms and passage.
- Varified tiles in kitchen and service areas.
- Multi-livel security with swipe card access to lobby, video door phone, OCTV monitoring of elevators and key common areas, Gas detector in Hichen and emergency slarm in homes and controlled access to parking areas.
- Provision for Cable, Telephone and Internet connectivity.
- 4 hi-speed passenger lifts with designer interiors by Otis®/Schindler®
- Separate service elevator:
- Servant's toilet / shower on mid-landing.
- International Premium Quality Modular Kitchen

# Complex Facilities:

- Temple Oper 60,000 sq. ft. of open space
- Orivered car parking
- Luxury clubhouse with best-in-class facilities including:
  - o Lounge calé
  - D. Fully equipped Gymansium
  - o Steam
  - 0 Business Centre & Ubrary
  - Theatre for private movie screenings
  - o Party Hall
  - Kidzfun Indoor kid's play area / crèche
  - o Indoor Games Table tennis, Snooker/Pool, Carrom, Chass

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- Air-conditioned squash Court 0
- 0 Tennis Court

Heated Swimming Pool Odvered Ladies pool

Kips Pool

Or equivalent brand

\* Select Residences only

All brands mentioned herein are subject to replacement by equivalent brand at the discretion of the Project Architect.



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DATED THIS 04th day of January 2013

# KRONA REALITIES PRIVATE LIMITED

- Developer/Promoter

AND Mr.VAIBHAV SINGH

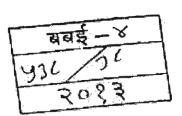
.. PURCHASER

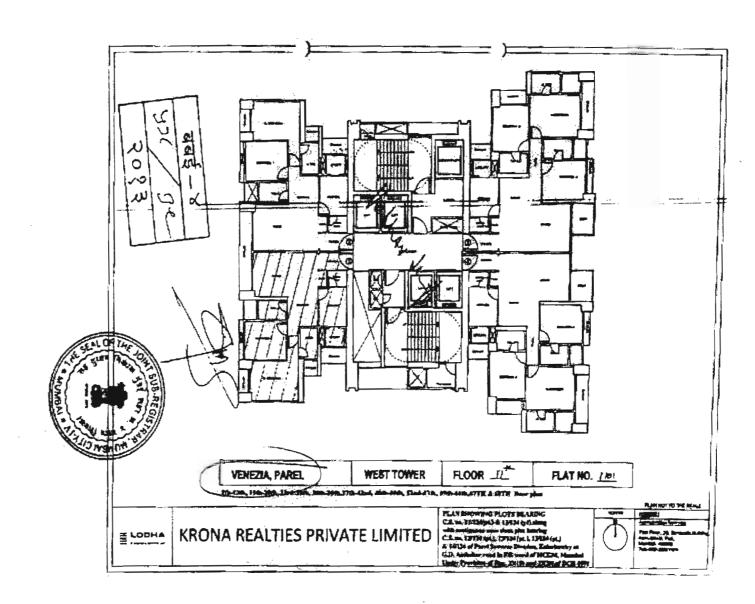
AGREEMENT TO SELL of Residential Flat No. 1101 on 11th FLOOR In WEST TOWER Wing in the Project known as "Lodha Venazia"

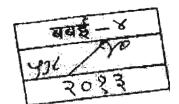














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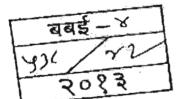
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8. That you shall subtrit revised NOC from CFO to per the emended plans

7. That the C.C. shall be got enderwal as per the answorded plane.

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The Your little dated 28/09/2012.

With reference to above, this other benefit approves the ancreaded plans submitted by you for the building in above referred \$ 10, \$cheme subject to taken in a source referred \$ 10, \$cheme subject to taken in a source and the submitted by your factors.

1. That condition of 10A under no. BPA/FNO/2690/PS/PL/AP dated 30/05/2012.shall be compiled with.

That additional is modified condition of Revised LOS under massive additional is modified on 13/2012 shall be compiled with.

That complition of Perdact LOI under no. SRA/PARI/1201/PS/PL/LDN dated 33/05/2012 shall be complited with.

5. That the revied R.C.C. design, calcueden & certificate from licensed structural Engineer whall be assimifued. That the revised drabage approval shall be obtained for proposed amonded plens.

9. That you shall sudents Registered undertaking apained the missen of all paris/pocket intraoc from society before praint of unther C.C. to the Sch., bidg. One had of plan in relumed heroeith in lotten of approval.

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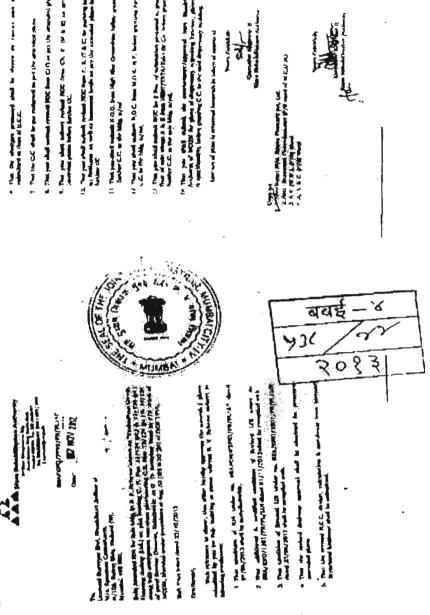
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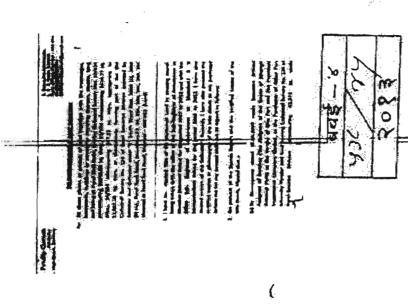
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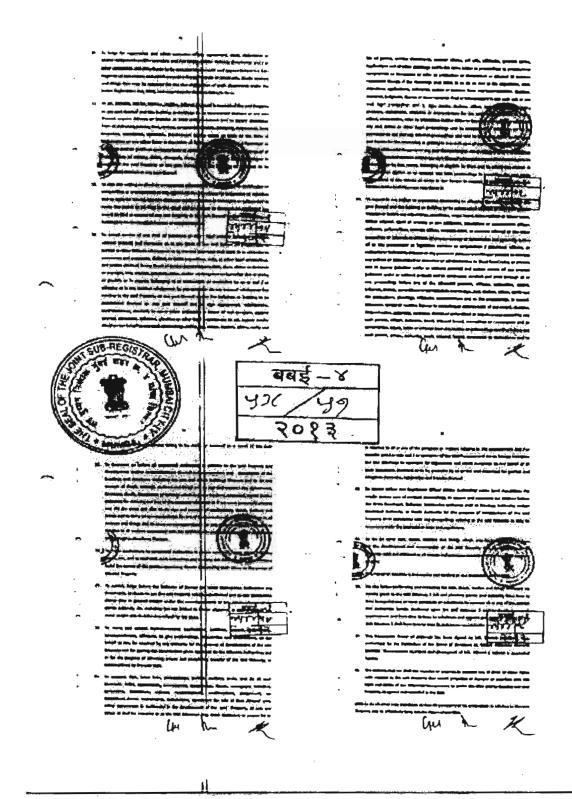
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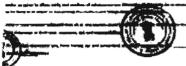
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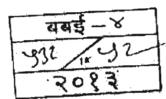




















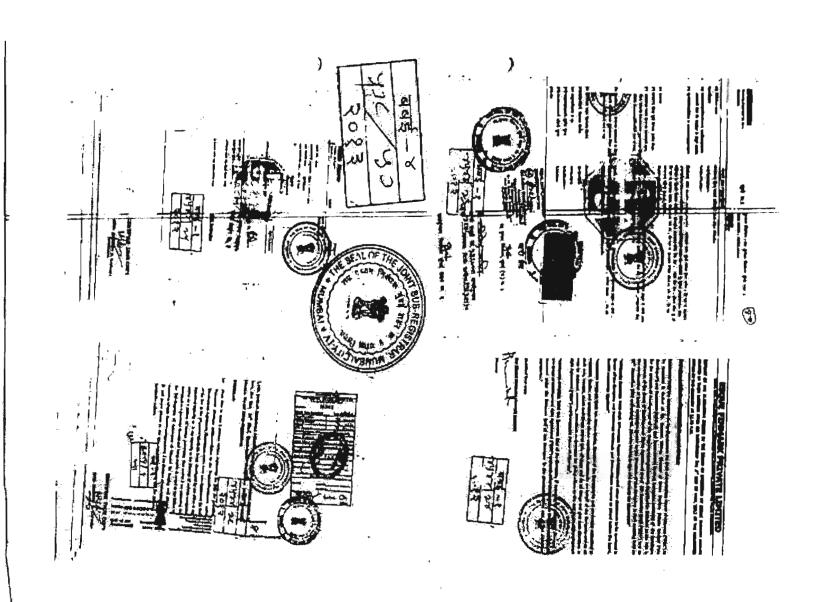


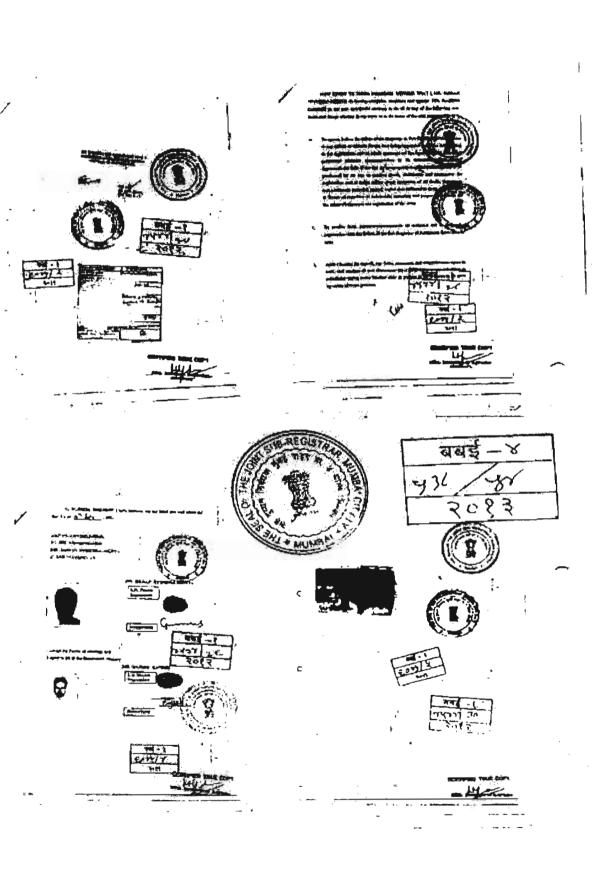


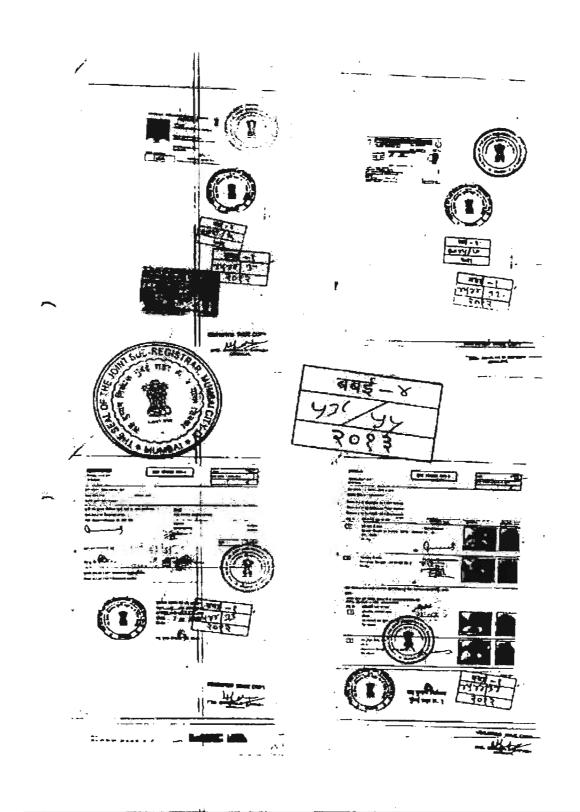




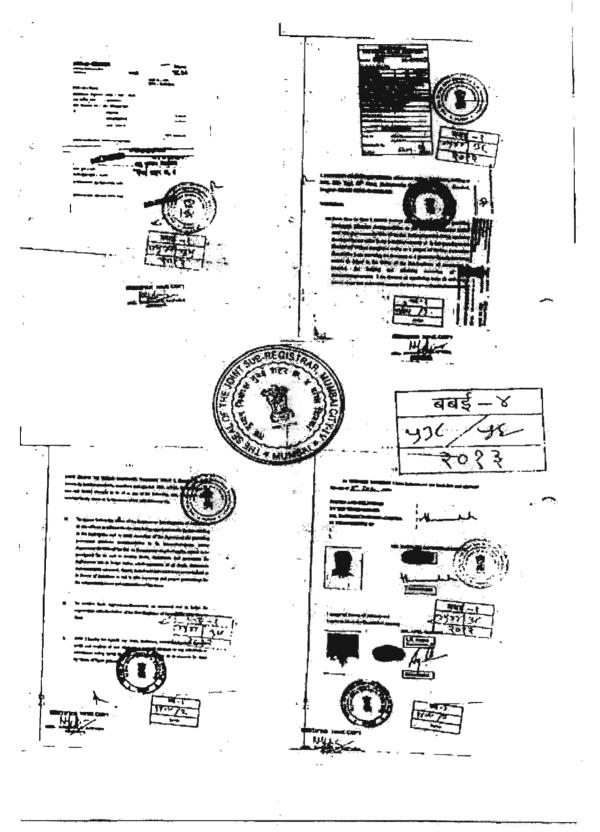


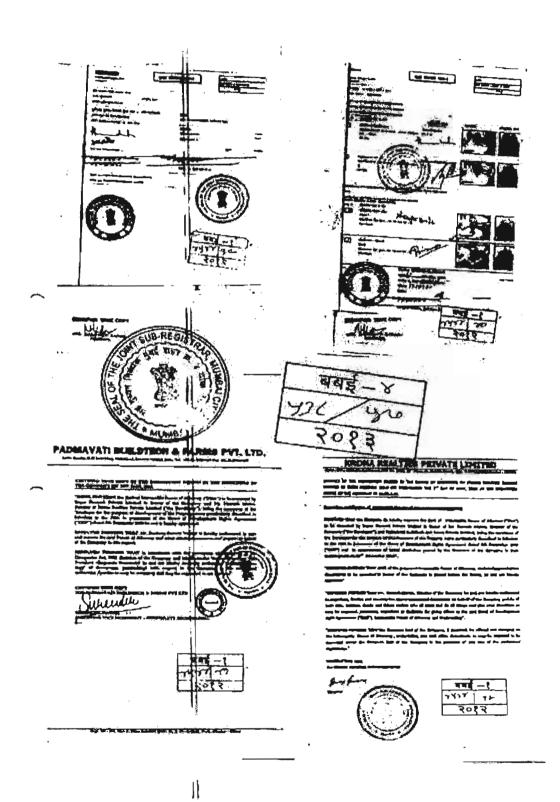






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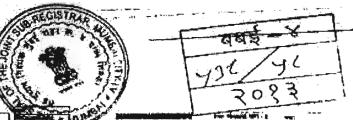




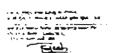








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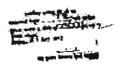




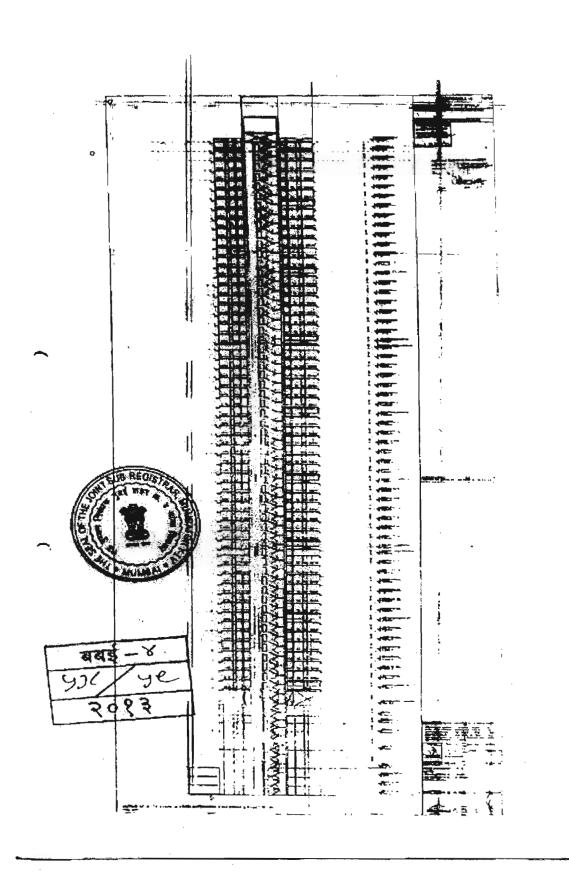






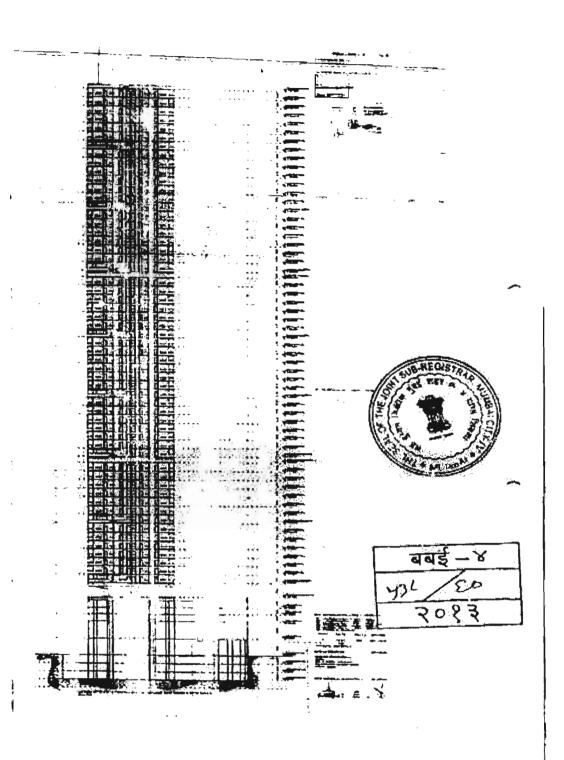


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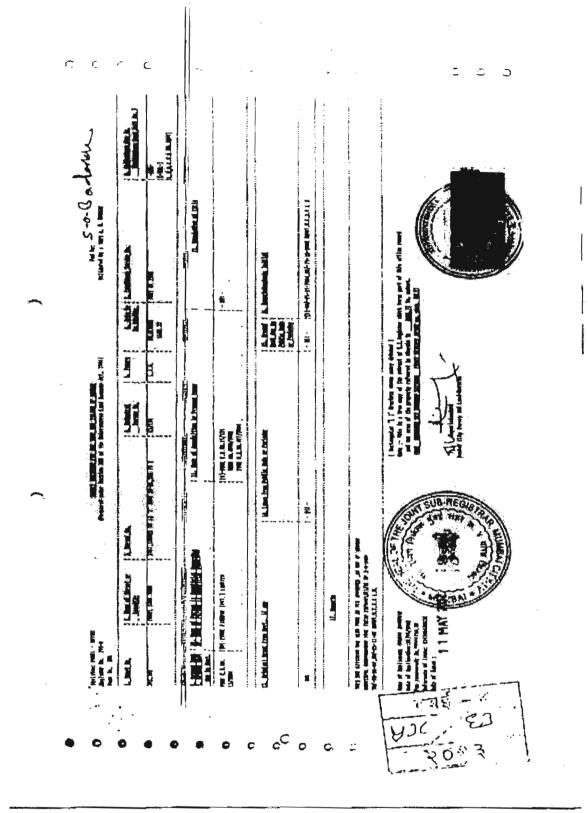
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# नगर रचना आणि मुल्यनियारण विम्मना पूर्वा प्रदेश (प्राचीवन), पूर्वा

बा.क. उसेनर/पुंद(पु)/पृ/क्रोरा/ 3 टर्ट .

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विश्वविका प्रकारणे जारास्या संवर्णीका प्रजान्त अनुनंतने वन्नविक्तात नेते की, मि.स.क. ११/९२४ (पार्ट), पारळ मिलकी, पूंचवं प्रकार मिळकत या कार्यासम्बद्ध प्राप्त कार्यास्थानुसार सन २०१२ च्या व्यवस्थानुस्य तक्त्वप्रतिन पारळ सिलकी विभागाच्या प्रकार विचाग क ११/८३ मध्ये अंतर्पुत केत अब्दे. हे अधिक्राय फूकत यांच प्रकारणाही संवर्णीत अब्देत. तरी स्वानुसार या प्रकारणी आंवर्यक ती कार्यवकी कार्यवकी कार्यवकी कार्यवकी कार्यवकी कार्यवकी कार्यवकी कार्यवकी कार्यवकी

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# क्लम्खात्यार पत्राचे घोषणापत्र

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	SPECIAL POWER OF ATTORNEY
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THE PARTY OF THE P	to whom this present shall come, Krona Realities Private Limited,
Te de la companya de	My its regulered office at flushabh Apartment, Flat No.1707, 10th Floor, Or.
71 - 17	Por at Lodha Pavilion, Apolo Mills of Marchist Mombal - 400004 and sales
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VHEREAS was the said Company are angaged in business of real estate nd property development and constructing various Buildings comprised if Units, and such other premises and suffing such Units and auth other nissein Murabili and diswiters in India.

HEREAS said Company in precise of executing Agreements to Sell with WHEREAS said Company in precisio of executing Agreements to Sell with the prospective furchasers and the Company is required from time to time sign, execute, admit, lodge and register the Agreements to Sell, before the concerned Sell-register of Assurences, and in order to facilities the same the Company is Bestrains of appointing Shirt Surendran test ladian inhabitant age AT residing at Ambitic Tower, Ayodhye Nagri, Dombiral East as our Constituted Afterney with following powers and auditorities.

MHEREAS Shri Surendran Nair (Vice President - Lodha Group) is numberized by the board of Directors of the above Company to High and

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS THAT, Krona Resilites Private Umitted, Company registered and incorporated under the Companies Act, 166 and having its registered office at fushight Apartment, Fire No.1002, Oper, Dr. Paresh Street, Prathaga Samal, Opp H N Hospital, Mumbai and sales office at Looks Partion, Apolo Mills Compound, N.M. Joshi 4000Q Marg Mahateem) - 400 011 doth hereby appoint nominate and constitute the ri Surendran Hair Indian inhabitant age 47 residing at Ambika Tower, ya Magri, Dombiyali East as our Constituted Attorney or agent with full and authority to do and execute all act, matters, deeds and things as fier mentioged on its behalf and on its name

TO SIGN AND EXECUTE Littler of Allotment approved by the Company for the purpose of rale and allotment of Units and such other premises in pulldings constructed by the Company on the properties in different Sevelopedant projects in terms of Allotment letter

to savies wito, skin AND EXECUTE Agreements to Sell in connection point the Units approved by the Company and such other premises in senter prostructed by the Company on the properties in different development projects and incidental thateto signs nacessary forms and papers for the purpose of effective registration of such Agricoments.

Subject to our prior approval TO SIGN AND EXECUTE M. forms, writing attodayst and other enrellery papers and documents approved by the Company, as may be required to enable the prospective Purchasers of the Units and such other premites to secure loans and financial to execute one and ariestical lexinost bee authors and mark analytics We payment of the consideration payable by such prosperitive Plushesers the Company without making any monetary or others commitments of y other liabilities of whatsoever nature thereto on the ballet rainst the Company to or by the banker or financial institution

TO APPEAR BEFORE AND ATTEND TO the concerned Sul LODGE AND PRESENT before him AND TO ADMIT respective Furchasers lodged for registration in con-

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**70** 

Company and to do all necessary acts deeds matters and things for a secretary registering the said Agreement to Sell.

- TO SIGN AND EXECUTE Deed of Rectification or Cancellations or confirmation or any other documents approved the Company as may be regulred, in connection with the Agreement to Sell of Units, and such other premises and tracisections in connection therewith and lodge for repairation with the concerned Sub-Registrar and admit execution thereof:
- Fe the tetter doing, performing and executing all the matters and things adverted, the Company hereby further grants into the said Constituted Allorriey full power and absolute authority to substitute and appoint in out place one or more substitutes on such terms at he shall think fit and to exercise all or any of the powers and authorities and to do all acts, deeds and things under this Special Power of Attorney which includes execution of Agreement to Sell and admit execution thereof before ed cerned Sub Registrar of Assurance for effective, registration of such deturnant and to revoke any such appointment from time to time and to substitute or appoint any others in their place as the said Constituted As princy. From time to time as he thinks fit and / or proper subject to the as stated therein.
- Provided that movements anding anything tierein before contained, the said continued Attorney shall always act within and not outside the instructions or directions received by him from the Company and the 7. Contrain) hereby agree to railfy and confirm all acts and things lawfully done by the said Constituted Attorney, pursuant to the powers hereinbefore contained.

The Power of Attorney shall remain valid and in force till same is revoked

REGIS of cancelland by the Company and/or so far as the said Constituted the company is in our employment.

WITNESS WHEREOF the Company has put its and on this exy २०१२ ED SEALED AND DELIVERED bemeanlittive br P. R. Inah

From withing armed

Krop a Realities Private Umited

By and through their one of the authorized signatory

Piritiesh Shah

Purposant to the reselution of the Board

Of prectors dated 10° pec 2012

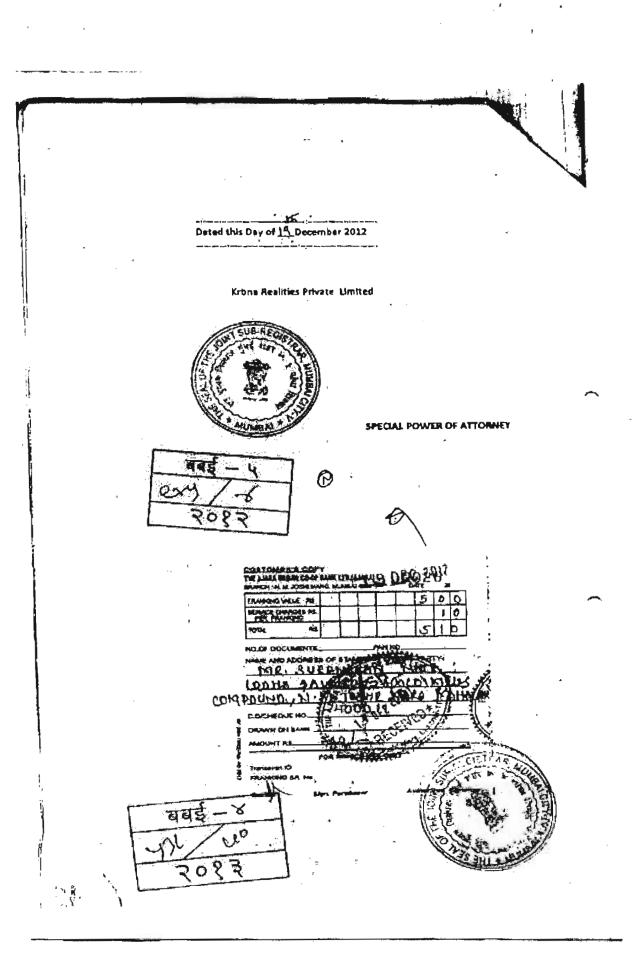
In the presence of Respiration — 430

gature and Photograph of Constituted Attorney

SURENDRAN NAIR







## KRONA REALTIES PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE ROARD OF DIRECTORS OF THE COMPANY ON 10th DECEMBER 2012

"RESOLVED TILAT the Company do hereby months and appoint Mr. Surendran Nais. Authorised Signatory as its true and leavial Ariomey for signing and essecuting the Letters of Alloussent / Agreement for Sale / other relevant documents and writings ("the Decements") in relation to the sale of units of the Company in its Project. "Locks Veneda" and for registration of the Digitiments before the concerned Sub-Registrar of Assurances.

RESCLIVED PURITHER THAT the deals Power of Attorney ("PoA"), as placed before the mosting, he and is hereby appropriate and Mr. Finkersh State and Mr. Kuntiprelessh Institutional algorithms of the Company be and are hereby severally authorized to sign-exercise and complete the registration of the PoA and to do all such acts, deeds and things. as may be required in this regard.

RESOLVED FURTHER THAT the Commerci Seal of the Company, If required, he affined on the Documents in presence of Mr. Surendran Natr, Authorized Signatory who shall sign the same in token thereof.

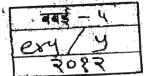
RESOLVED FURTHER THAT the directors of the Company, be and are benely severally nuthorized to have a "true copy" of title resolution to the concerned sufficilities / parties as may be recessary and they be requested to act thereon."

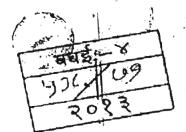
For Krome Realties Private Limited

Harresh Mebla Director

Date: 100 December, 2017



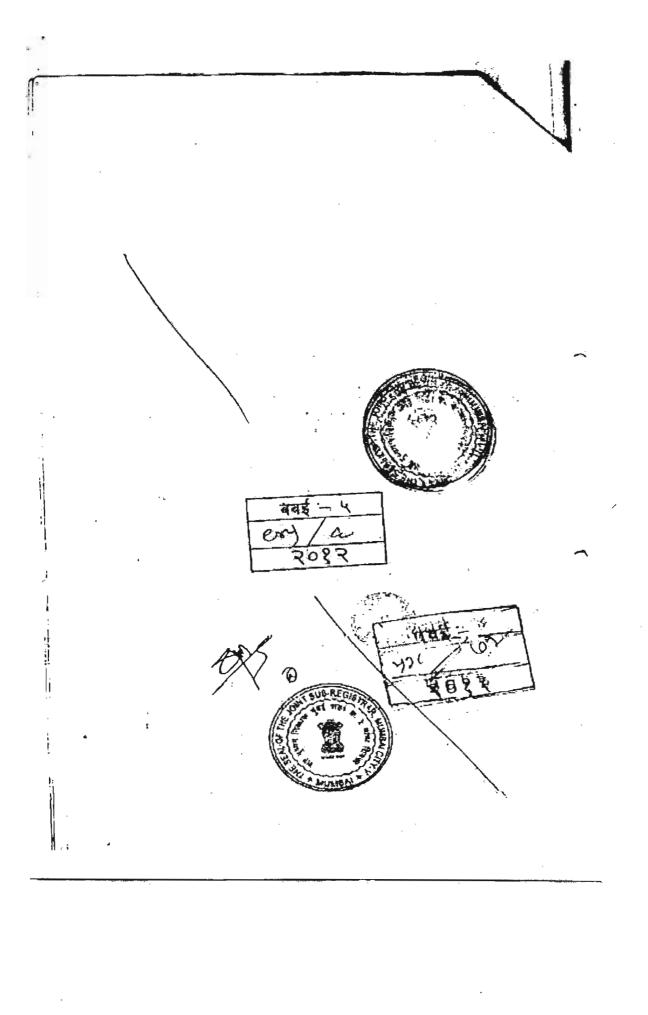






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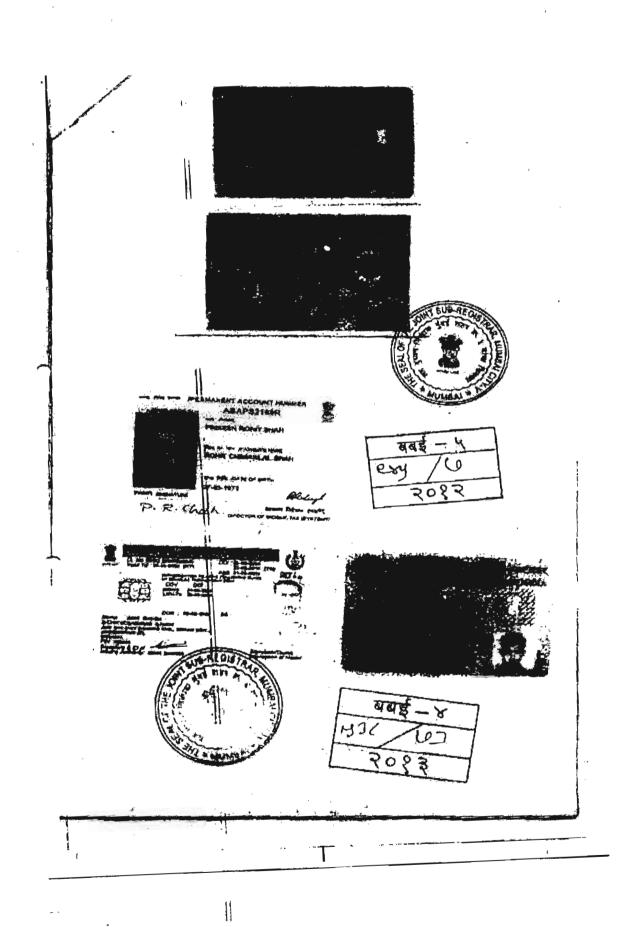


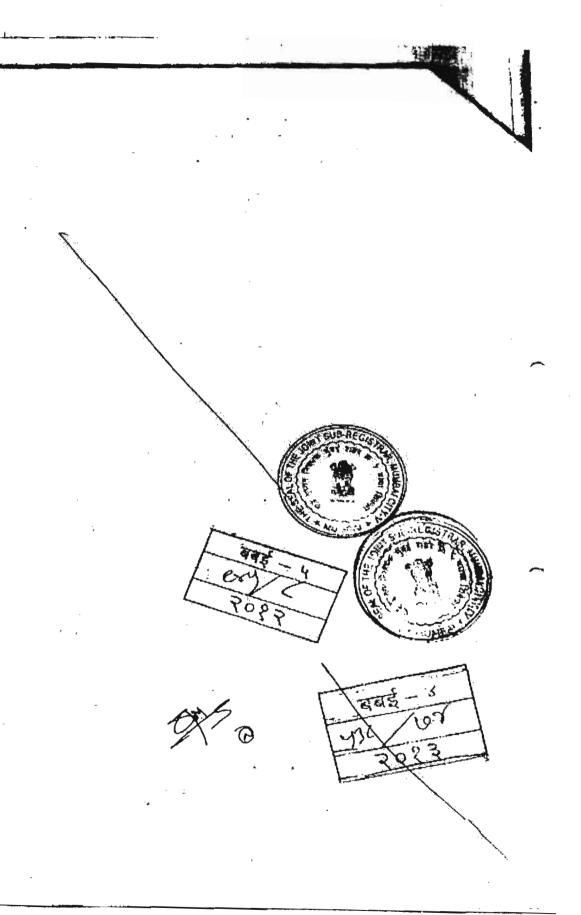
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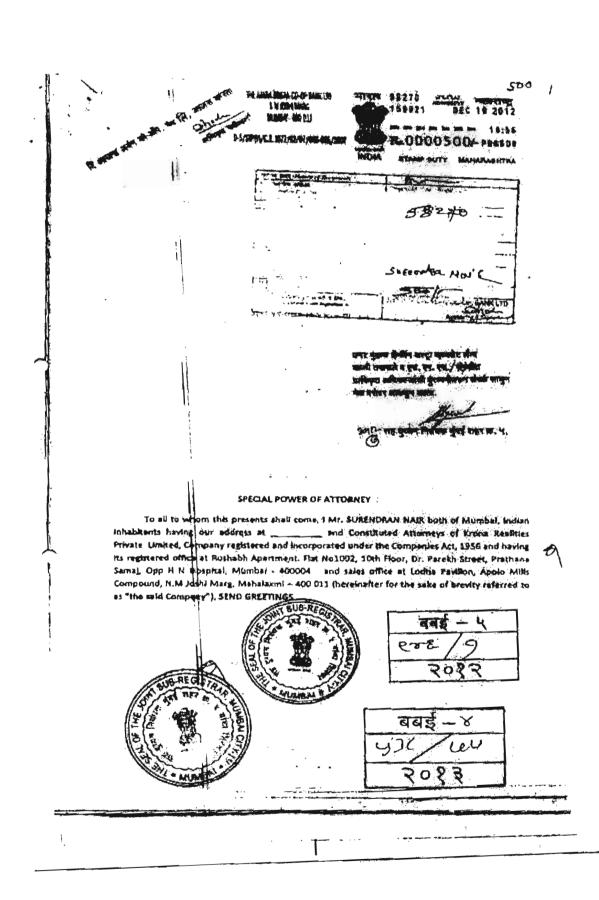
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## WHEREAS

- (a) The said Company is angaged in the faultages of real estate and property development and constructing verious Buildings competed of Units, and such other premises and saffing such Units and such other premises in Mumbal and alsowners in India.
- (b) The Company has vide Power of Attorney dated December 2012 registered under No BRE of 1012 with the Sub-Registrar of Assurances at World authorized me to sign and execute Agreements for Sale, Sale Deed, Agreement To Sall, Daed of Cancellation, Deed of

Rectification and incidental documents in respect of the Units with respect to the property located as Kalachowki on behalf of the Company as constituted attorney holder of said Company and exercise powers and authorities for an on behalf of the Said Company.

In order to facilitate the registration before the office of Sub-Registrar of Mumbal and for admitting the execution of Agreements for Sale, Sale Deed, Agreement To Sell, Deed of Cancellation, Deed of Restification and incidental documents in respect of the Units and such other premises constructed/fo be constructed on the said Property, we are desirous of appointed (1) Mr. Pandauri Reserves (2) Mr. Rahal Wandalar (3) Mr. Ramesh Rawal (4) The Premise Ramal (5) Mr. Rahal Palanda (1) Attorneys\*) to act on our behalf in the manner hereignetice appearing.

MOW KHOW YE ALL AND THESE PRESENTS WITNESS that I, Mr. SURENDRAH HAIR of Mumbal Indian inhabitant as Constituted Attorney of KRONA REALITIES PRIVATE LIMITED, (hereinafter for the sake of brevity referred to as "the said Company") doth hereby nominare, constitute and appoint (1) MR. PANDHARI KESARKAR of Mumbal, Indian Inhabitant, Residing at Gafurkhan Chawl, Room No.7, New Mill Road, Sambhell Chowk, Kurla (Wast), Mumbal-400 070, (2) MR. RAHUL-WANDEKAR of Mumbal, Indian Inhabitant, residing at Room No. 7, Athawale Building, Chhale Path, Bhavani Shenkar Road, Dadar (Wast), Mumbal 400 028. (3) Mr. Ramesh Rawal Residing of Mumbal, Indian Inhabitant, Residing at Blanuman Nagar, Pragati Rahivasi Sawa Sangh, Room No. 4, Motilal Nagar, M.G.Road, Goregano (West), Mumbal 400 090, (4) Mr. Pramod Kamble of Mumbal, Indian Inhabitant, Residing at B/15, Mata Ramabar Ambedkar Nagar, Dr. E. Moses Road, Worll, Mumbal – 400 D18, (5) Mr. Anii Palande of Mumbal, Indian Inhabitant residing at A – 202 chandresh England the Sampar, Achole Road, Nellasopara (East.), to be my true-and lawful substituted Assessment for the said Attorney (1) Joints and/or seytrany to do all the bit tile lock of acts, deeds, matters and things for the said Company and in the name and contact of of the said Company that is to say:

To lodge for registration, to select the operation registration and to adopt a custom of the Agreements for Salt, 1384 Deed, Agreement To Salt, 1484 Market Stich Deed of Rectification and incidental documents in respect of the United Stich other premises constructed/to be constructed on the sald Property, executed by us and to do all or any other acts, deeds, matter and things for the purpose of effectually getting such Agreements for Salte, Salte Dead, Agreement Top Salt, Deed of Cancellation, Deed of Rectification and incidental documents in respect of the Units and such other premises constructed/to be constructed on the sald Property registered with the Sub-Registrar of Assurances at Mumbal

(9)

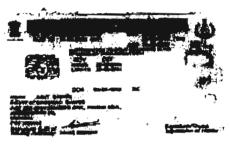
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This Power of Attorney is still valid and subsisting till the same is ravoked or cancellad by me and / or i segmed to be constituted attorneys holder of the seld Company under the Power of Attorney dated 19-1818018

AND we heraby agree to ratify and confirm in Lapacity as Power of Attorney Holders of the said Company, whatever the said Attorneys shall do or cause to be done by virtue of these presents. IN WITHERS WERROT We, HE SUBENDRAN NAIR CONFIDENCE Attorney of the said Company SIGNED SEALED AND DELIVERED BY and withinnamed KRONA REALITIES PRIVATE UMITED By and through its Constituted Attorney Mr. SURENDRAN R. Rappau - Plm Signature and Photograph of Constituted Attorney Dec . 2012 Dated this Day of 19 (I) Mr. Pandhari Kesarkar (2) Mr. Rahul Wandeks (3) Mr. Remesh Rawal (4) Mr. Pramod Kamble (5) Mr. Anii Palande

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## KRONA REALTIES PRIVATE LIMITED

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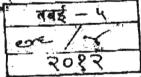
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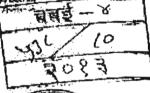
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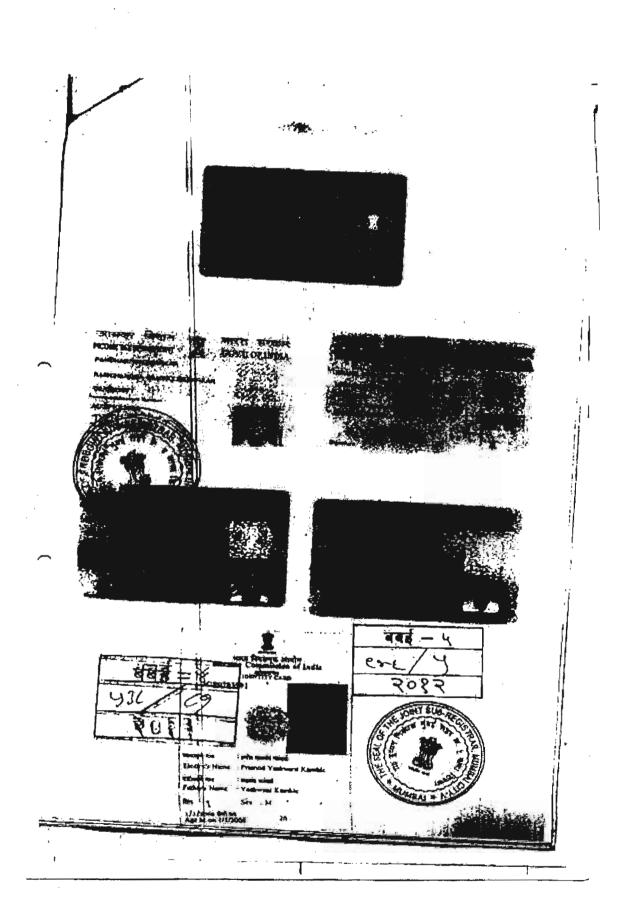
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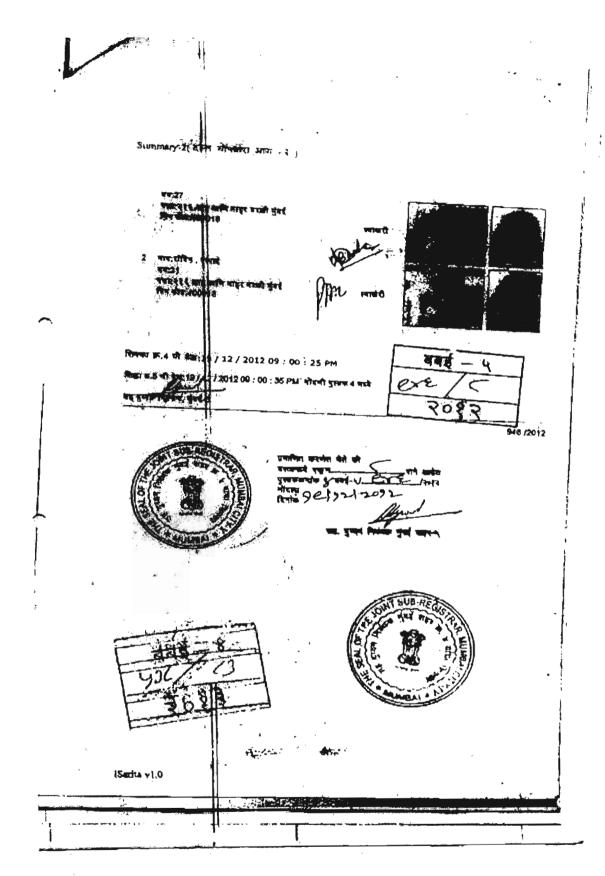


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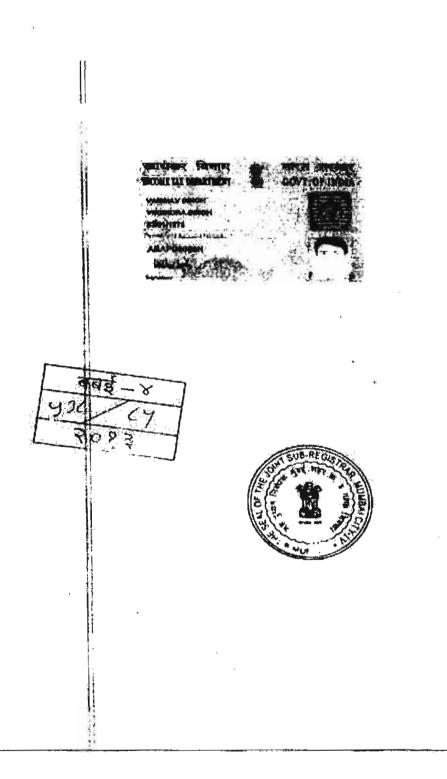


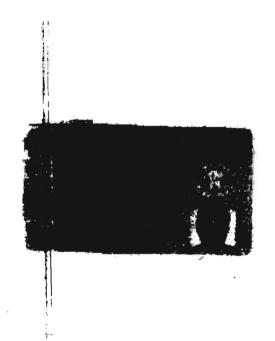
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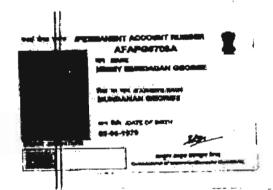
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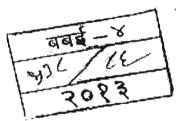
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दस्त गोववारा भाग-2 444 01/02/2013 T 59:59 AM See state: 530/2013 era mein ent4/838/26 दालाचा प्रकार : करास्त्रामा वसकारिक नाक्ष्य पता नाक्षात्रकारिक कालि, तक्षे कृ. पु. मुश्त्यन नाक्षा कर्त कुं. पु पत्राह्मणीर ता. ००२, पाका नं: १०वा क्यांगा. क्यारकीर नाक्ष्य अवस्थित, ज्यांक नं, व्याक्ष्य स्थारकीर्व नाक्ष्य अवस्थित, ज्यांक नं, व्याक्ष्य स्थारकीर्व नाक्ष्य अवस्थित, ज्यांक नं, व्याक्ष्य बागानिम पक्रकाराचा प्रकार भेनत्याचा छना बनु 🗷 विद्वन देजार 44:42 स्वाबरी:-वित संबद्धका CK0280K पाम वैषय - विद्युत्त के स्वास स्वास्त्र के स्वास्त्र के स्वास निद्वन वेचार वरील क्लारेक्स करन वेचीर समास्त्रीत करारनामा था रस्त देवब करन दिन्याचे क्युच करतात. विकास के जी बेक्स 01 / देहें / 2013 07 : 58 : 12 AM कार्गीस इसमें कर्त निवेदी करतात की ने प्रसादेशक अलग देखा-पानों कांग्रीक: बोक्स्यागत, व स्वांनी बोक्स्य पटियात पत्रकरशाभे नावा पता बंगठ्याचा ठ्या गामानिक्ती मुख्यान बॉर्न - -इक्ट42 इस प्रेम नगर सींगा होंड (पु) स्याव री वलावन हाउस नरीयन परिट भुंबई स्याधारी Sail :C प्रमाणित करणेंदा येते की तिसम्ब इ.4 भी वैद्धारी / 02 / 2013 07 : 59 : 45 AM वस्तानको एकुण् प्रतासकाराह पर्या १ प्राप्त अर्थता है। गोंटला दिनाक निका क.६ की क्या 1,02 /2013 07 : 59 : 60 AM नीवणी पुप्तक 1 क्या दिनाक 538 /2013 गुध्यत्र नि**कंगक गुंबई शहर-**४ iSarita vI.0