

74/10790

पावती

Original/Duplicate

Tuesday, September 08, 2015

नोंदणी क्र.: 39म

7:49 AM

Regn.: 39M

पावती क्र.: 16153

दिनांक: 08/09/2015

गावाचे नाव: बाळकूम

दस्तऐवजाचा अनुक्रमांक: टनन2-10790-2015

दस्तऐवजाचा प्रकार : करारहामा

सादर करणाऱ्याचे नाव: मोहन कुमार कनकराज राव रंगदाळे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2480.00

पृष्ठांची संख्या: 124

एकूण:

रु. 32480.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे

8:07 AM ह्या वेळेस मिळेल:

५ सह दुय्यम नियमक, जपे क्र. २

बाजार मूल्य: रु. 6583500/-

मोबदला: रु. 8658000/-

भरलेले मुद्रांक शुल्क : रु. 519500/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003373346201516S दिनांक: 04/09/2015

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु. 2480/-

BOB IS handup SMS

9821585291

9716435208

9820444039

Mohan Kumar Kanakaraj Rao Rangdale

71

H/L

Rangdale



08/09/2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 10790/2015

नोदणी :

Regn:63m

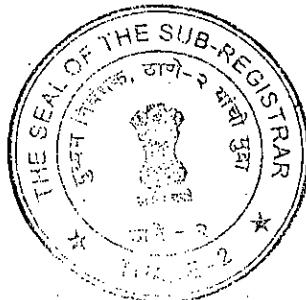
गावाचे नाव : 1) बाळकूम

(1) विलेखाचा प्रकार	करारनामा
(2) मोवदला	8658000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	6583500
(4) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे म.न.पा. इतर वर्णन :सदनिका नं: 0103, माळा नं: 1ला मजला, इमारतीचे नाव: डब्ल्यु-7, कोडनेम बिग बॅग, क्लेरियंट कंपाउंड, ब्लॉक नं: विहलेज बाळकूम, ठाणे-प.400608, रोड : कोलशेत रोड, इतर माहिती: सोबत एक कार पार्किंग (Survey Number : 59/1 (P), 60 (P), 61 (P), 62 (P), 63/1 (P), 63/10A (P), 63/2 (P), 63/3 (P), 63/4 (P), 63/5 (P), 63/6 (P), 63/7 (P), 63/8 (P), 63/9 (P), 64/1 (P), 64/2 (P), 64/3 (P), 64/4 (P), 64/5 (P), 64/6 (P), 64/7 (P), 64/8 (P), 64/9 (P), 65/1 (P), 65/2, 65/3 (P), 65/4 (P), 65/5 (P), 66 (P), 68/2 (P), 69/1 (P), 69/2 (P), 69/3 (P), 69/4A (P), 69/5 (P), 69/6 (P), 70/1 (P), 70/2 (P), 70/3 (P), 70/4 (P), 70/6 (P), 70/8 (P), 70/9 (P) व दस्तात नमूद केल्याप्रमाणे. ;) इतर हक्क :
(5) क्षेत्रफळ	1) 71.37 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-ईश्वर रियलटी अँड टेक्नॉलॉजिज प्रा. लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कु.मु. पंढरी केसरकर बय:-43; पत्ता:-प्लॉट नं: 412, माळा नं: 4था मजला, इमारतीचे नाव: 17जी वर्धमान चेंबर, ब्लॉक नं: हॉर्निमन सर्कल, फोर्ट, मुंबई, रोड नं: कावसजी पटेल रोड, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AADCI0409D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-मोहन कुमार कनकराज राव रंगदाळे बय:-45; पत्ता:-प्लॉट नं: फ्लॅट 302, माळा नं: 3रा मजला बी विंग, इमारतीचे नाव: पूनम सॅलेक्सी बिल्डिंग, ब्लॉक नं: भाईदर मुंबई, रोड नं: महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ANUPR6238A
(9) दस्तऐवज करून दिल्याचा दिनांक	08/09/2015
(10) दस्त नोंदणी केल्याचा दिनांक	08/09/2015
(11) अनुक्रमांक, खंड व पृष्ठ	10790/2015
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	519500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

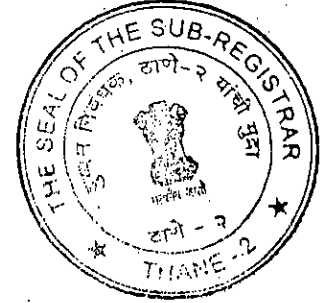
(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह दुय्यम निबंधक, ठाणे क्र.२

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	2015090882			08 September 2015, 10:02:41 AM	
मूल्यांकनाचे वर्ष	2015				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : ठाणे गावाचे नाव : बाळकुम (ठाणे महानगरपालिका)				
उप मूल्य विभाग	9/36-33A-1) ठाणे भिवंडी रस्त्याच्या दोन्ही बाजूचे लगतचे सर्व नंबर संभाव्य बिनशेती				
क्षेत्राचे नांव	Thane Municipal Corporation			सदर नंबर / न. भू. क्रमांक :	
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर क.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
	25900	80000	99800	119500	99800
मोजमापनाचे एकक	चौ. मीटर				
बांधीव क्षेत्राची माहिती					
मिळकतीचे क्षेत्र	71.37 चौ. मीटर	मिळकतीचा वापर	निवासी सदनिका	मिळकतीचा प्रकार	बांधीव
बांधकामाचे वर्गीकरण	1-आर सी	मिळकतीचे वय	0 TO 2 वर्ष	मूल्यदर/बांधकामाचा दर	Rs.80000/-
उद्वाहन सुविधा	आहे	मजला	1st To 4th Floor		
प्रकल्पाचे क्षेत्र	10 hector and above				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	$= (\text{वार्षिक मूल्यदर} * \text{घसा-यानुसार नविन दर}) * \text{मजला निहाय घट/वाढ}$ $= (80000 * (100 / 100)) * 100 / 100$ $= \text{Rs.80000/-}$				
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	$= ((\text{घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर}) * 110 \%)$				
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करिता प्रति चौ. मीटर दर = Rs.88000/-				
A) मुख्य मिळकतीचे मूल्य	$= \text{वरील प्रमाणे मूल्य दर} * \text{मिळकतीचे क्षेत्र}$ $= 88000 * 71.37$ $= \text{Rs.6280560/-}$				
E) बंदिस्त वाहन तळाचे क्षेत्र	13.76 चौ. मीटर				
बंदिस्त वाहन तळाचे मूल्य	$= 13.76 * (88000 * 25/100)$ $= \text{Rs.302720/-}$				
एकत्रित अंतिम मूल्य	$= \text{मुख्य मिळकतीचे मूल्य} + \text{तळघराचे मूल्य} + \text{पोटमजल्याचे मूल्य} + \text{लगतच्या गच्चीचे मूल्य} + \text{वरील गच्चीचे मूल्य} + \text{बंदिस्त वाहन तळाचे मूल्य} + \text{खुल्या जमिनीवरील वाहन तळाचे मूल्य} + \text{इमारती भोवतीच्या खुल्या जागेचे मूल्य}$ $= A + B + C + D + E + F + G + H$ $= 6280560 + 0 + 0 + 0 + 302720 + 0 + 0 + 0$ $= \text{Rs.6583280/-}$				

Home Print



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तनन-२
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२/१५

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

14027696400360

Bank/Branch: IBKL - 6910675/Andheri
Pmt Txn_id : 71011223
Pmt DtTime : 03-SEP-2015@19:32:01
ChallanIdNo: 6910332015090351822
District : 1201-THANE

Stationery No: 14027696400360
Print DtTime : 04-Sep-2015@09:51:39
GRAS GRN : MH003373346201516S
Office Name : IGR114-THN2_THANE 2 JOI

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 5,19,500/- (Rs Five, One Nine, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25-Agreement to sell/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 86,58,000/-
Prop Descr : LODHA CLARIANT, 0103, WING 07, CODENAME BIGBANG, RALKUM ROAD, THANE, THAN
E, Maharashtra, 400603

Duty Payer: PAN-ANUPR6238A, MOHAN KUMAR KANAKRAJ RAO RANGDALE
Other Party: ISHWER REALTY AND TECHNOLOGIES, PVT LTD

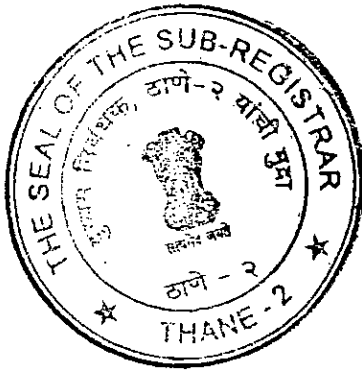
Bank official1 Name & Signature: ANJANA PUSHPA LAKRA
ANJANA PUSHPA LAKRA
EIN-600946

Bank official2 Name & Signature: JAGATANAND
JAGATANAND
Relationship Officer
BIN No. 121150

--- Space for customer's signature --- Please write below this line ---



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दस्त ३००९० / २०१५
३ / १५



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टनन-२
कत १००२०१५
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AGREEMENT TO SELL

This **AGREEMENT TO SELL** is made at Thane this 8th day of Sep, 2015

BETWEEN

ISHWER REALTY AND TECHNOLOGIES PRIVATE LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001, hereinafter referred to as "**THE COMPANY**" (which expression shall, unless it be repugnant contrary to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

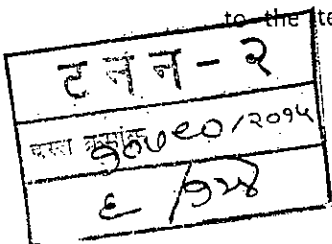
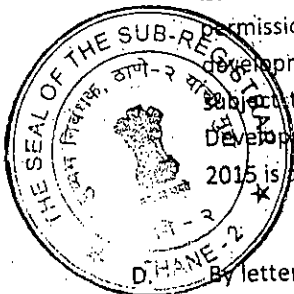
दस्तावेज - २
दस्तावेज क्रमांक १०६०/२०१५
५/९२४

Mohan Kumar Kanakraj Rao Rangdale residing / having its address at Poonam Galaxy Building, Flat 302, Wing 3rd Floor, Bhayander, Mumbai- 401107 and assessed to Income Tax under Permanent Account Number (PAN) ANUPR6238A hereinafter referred to as "THE PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof, be 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 Partnership Firm, the partners for the time being or survivors or the last survivor 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 Company and the Purchaser are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties")

WHEREAS:

- A. By and pursuant to registered Deeds of Conveyance, the Company is entitled to the Larger Property (as defined herein). The brief chain of title of the Company inter alia to the said Larger Property is more particularly described in Annexure "1" and Annexure "6" hereto.
- B. The Company proposes to develop the said Larger Property in a phase-wise manner. Currently, the Company is developing a mixed use development comprising of the Buildings (as defined herein) on the Property (as defined herein), being a portion of the said Larger Property. The Company proposes to develop the said Property by constructing thereon the Project (as defined herein), one of them being on the Project Land (as defined herein).
- C. By letter dated 25th March, 2015, Thane Municipal Corporation, Thane issued in favour of the Company, the development Permission/Commencement Certificate inter alia to carry out development on the Larger Property and construct Buildings thereon, subject to the terms and conditions stated therein. A copy of the said Development Permission/Commencement Certificate dated 25th March, 2015 is annexed hereto and marked as Annexure "4".
- By letter dated 15th April, 2015, the Ministry of Environment, Forests and Climate Change, Government of India issued its environmental clearance for construction of the said Buildings on the said Larger Property, subject to the terms and conditions stated therein. A copy of the said



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Environmental Clearance dated 15th April, 2015 is annexed hereto and marked as Annexure "5".

- E. The Company has engaged the services of architects and structural engineers for the preparation of the structural design and drawings thereof and the construction of the Buildings shall be under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.
- F. A copy of the Report on Title of Advocate Pradip Garach showing the nature of the title of the Company to the said Larger Property is hereto annexed and marked as Annexure "6".
- G. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building (as defined herein) and the Company has agreed to allot the said Unit to the Purchaser. A copy of the floor plan with respect to the Unit is attached herewith as Annexure "7".
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company, the Unit at the consideration and on the terms and conditions hereinafter appearing.

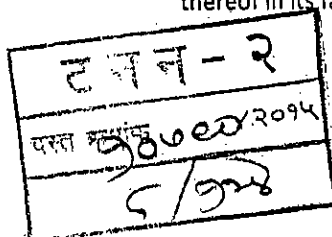
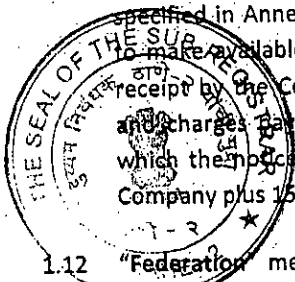
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DEFINITION AND INTERPRETATION

- 1.1 "Agreement" shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2 "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents (including the revisions thereon) obtained to be obtained from or granted/to be granted by the competent authorities in connection with the Larger Property/Project Land Unit and/or the development thereof including but not limited to plans, Intimation of Disapproval, Commencement Certificate and Occupation Certificate.
- 1.3 "Building" shall mean the multi-storied building having several wings to be/ being constructed by the Company on the Project Land bearing Project Name and Number as specified in Annexure "2". The term Building shall also include all amenities, facilities, services, such other building or structures or otherwise required to be provided by the Company.

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दस्त कमांक १००६०/२०१५
०/१२४

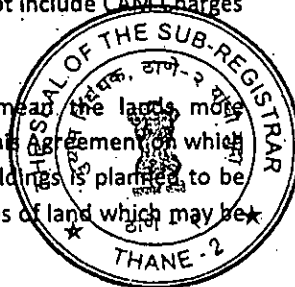
- 1.4 "Building CAM Charges" or "BCAM" shall mean the common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit / Building.
- 1.5 "Buildings" shall mean 49 or more multi storied buildings (residential and commercial) having several wings being or proposed to be constructed on the said Property including the said Building.
- 1.6 "Building Protection Deposit" shall mean the amounts specified in the Annexure "2".
- 1.7 "CAM Charges" shall mean the Building CAM Charges and the Federation Cam Charges payable by the Purchaser inter alia for the maintenance of the Unit/Building/Project Land/Property/Larger Property, but shall not include the Property Taxes and Society and Other Charges.
- 1.8 "CAM Commencement Date" shall mean 30 (thirty) days after the Date of Offer of Possession (for Fit Outs) regardless of whether the Purchaser takes the Unit or not.
- 1.9 "Carpet Area" shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment 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 finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.
- 1.10 "Common Areas and Amenities" shall mean the common areas and amenities as are available to and/or in respect of the Unit/ Building/ Project Land/ Property, as the case may be and more particularly described in the Annexure "3" hereto.
- 1.11 "Date of Offer of Possession (for Fit Outs)" shall mean the date as specified in Annexure "2" herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total Consideration and all other taxes and charges payable under this Agreement. This shall be the date on which the notice for readiness of the Unit for Fit Outs is issued by the Company plus 15 days.
- 1.12 "Federation" means a federation of the ultimate organizations to be/ may be formed under Clause 14 hereto to manage and control the said Property and the Common Areas and Amenities upon conveyance thereof in its favour.



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- 1.13 "Federation CAM Charges" or "FCAM" shall mean the common area maintenance charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Building /Project/ Project Land/ Property/ Larger Property, but shall not include the Building CAM Charges.
- 1.14 "Larger Property" shall mean various pieces and parcels of lands situate in Villages Kolshet, Balkum and Dhokali, Taluka and District Thane and more particularly described in the Report on Title annexed hereto.
- 1.15 "Liquidated Damages" shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement plus applicable service tax.
- 1.16 "Project" shall mean the proposed construction and development of the Building on the Project Land.
- 1.17 "Project Land" shall mean such piece and parcel of land forming part of the said Property on which the Building physically stands and a periphery of 6 meters around it.
- 1.18 "Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages along with applicable government levies and any other amount and dues payable by the Purchaser to the Company.
- 1.19 "Society and Other Charges" shall mean the Society and Other Charges payable by the Purchaser as set out in Annexure "2" hereto towards and including layout deposits, Electricity Deposit Reimbursement, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.
- 1.20 "The said Property" or "the Property" shall mean the lands more particularly described in Schedule of Property of this Agreement on which the development comprising inter alia of the Buildings is planned to be carried out and shall include any contiguous pieces of land which may be added to the said development over time.
- 1.21 "Transfer" 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 is 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



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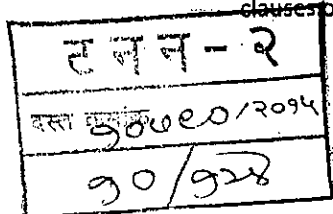
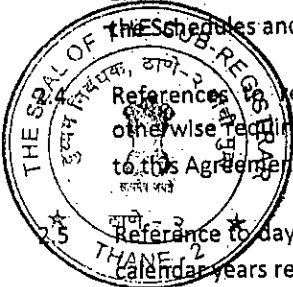
Company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.

- 1.22 "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.
- 1.23 "Ultimate Organization" shall mean the society/ company/ condominium to be formed in respect of the Building/ Buildings in the manner contemplated herein.
- 1.24 "Unit" shall mean the 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:-

- 2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - All statutory instruments 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 only 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 this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any 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 Agreement as specified therein.



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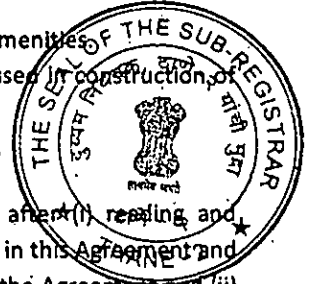
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed 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.
- 2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.
3. 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, (i) the Company has made full and complete disclosure of the title to said Property, (ii) he has taken full, free and complete inspection of all the relevant documents and (iii) in relation to the Unit/Building/Property has satisfied himself of inter alia the following:-

- Nature of the Company's right and title and encumbrances, if any.
- The drawings, plans and specifications.
- Nature and particulars of fixtures, fittings and amenities.
- All particulars of designs and materials to be used in construction of the Unit and the Building.
- The Approvals obtained and yet to be obtained.

- 4.2 The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying himself in all respects with regard to the title of the Company in respect of the said Property, agreed to enter into and execute this Agreement. 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 hereof. The Purchaser



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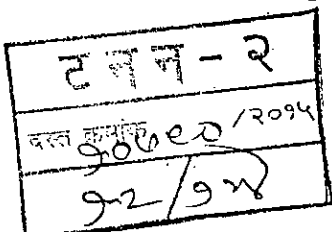
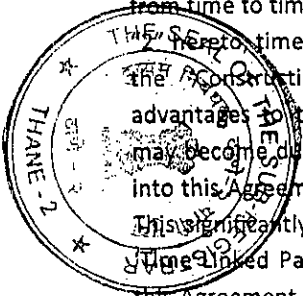
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further confirms that the queries raised by him with regard to the Unit/ Building/ Project Land/ Property and the terms hereof have been satisfactorily responded to by the Company. The Purchaser is aware that the Company proposes to develop the lands adjacent to the said Project Land/ Property ("Adjacent Lands"). The Purchaser is aware that the consequent upon such development of the Adjacent Lands, the Company may submit and obtain approvals for amended plans such that the Adjacent Lands become part of the said Project Land and common lay out approved by the relevant authorities. The Purchaser hereby irrevocably accords his unconditional consent to the Company developing the Adjacent Lands to make them part of the said Project Land/ Property; amend the plans and obtain approvals for the same such that the Adjacent Lands become part of the common lay out and the Purchaser hereby waives all his right to raise any objection in that regard. It is clarified that any change in the plans or lay out shall not result in reduction in the Carpet Area of the Unit agreed to be sold hereunder. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well-wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/ Project Land/ Building/ Unit and the implication of the terms and conditions contained in this Agreement.

5. **AGREEMENT TO SELL AND CONSIDERATION**

5.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration set out in Annexure "2" hereto subject to the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM Charges, Property Taxes, Society and Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.

5.2 The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure 2 hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'.



5.3 The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

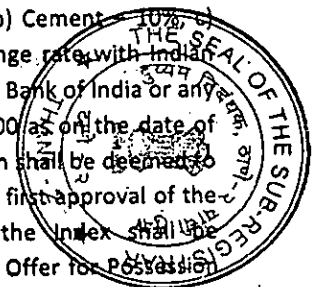
- (i) shall make payment of the instalments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and
- (ii) shall observe all the covenants, obligations and restrictions stated in this Agreement and
- (iii) confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.

5.4 It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

- (i) Firstly, towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by the Company towards the booking/- allotment of the Unit;
- (ii) Secondly, towards interest as on date of delayed payments;
- (iii) 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;
- (iv) Fourthly, towards 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 express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid and binding upon the Company.

5.5 The Total Consideration is free of any escalation, provided that in case the cost of inputs increase by more than 10% of the average cost of inputs estimated to be prevailing on the date of start of construction of the said Wing/Building, then the Total Consideration shall stand increased by an additional amount equal to quantum of the increase in cost of inputs beyond the said escalation of 10%. The average cost of inputs shall be calculated using the Input Price Index of Construction Material and Labour Costs, using following weights: a) Construction Labour / Urban Labour / Industrial Labour - 45%, b) Cement - 10%, c) Long Steel - 10%, d) Fuel - 10% and e) US\$ exchange rate with Indian Rupee - 25%. Data shall be as available from Reserve Bank of India or any other government body. Assuming Index base of 100 as on the date of start of construction of the said Wing/Building (which shall be deemed to be the first working day of the quarter in which the first approval of the plans for the said Wing/Building is obtained), the Index shall be calculated on quarterly frequency upto the Date of Offer for Possession (for Fit Outs) of the Unit. The average increase in the index over this period shall be deemed to be increase in the cost of inputs and the



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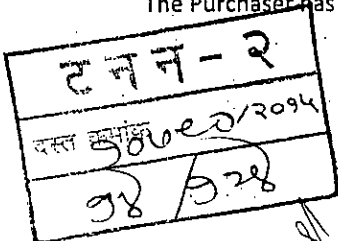
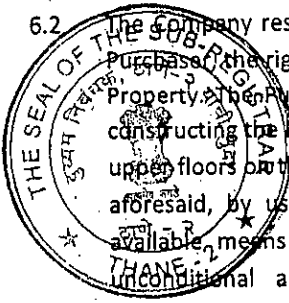
increase in Total Consideration shall be calculated on the same % basis as this increase. It is however clarified that, irrespective of the quantum of increase in input costs, the maximum additional amount payable on account of this factor shall not exceed 4.99% of the Total Consideration. It is also clarified that the Total Consideration shall not stand reduced below the amount(s) stated herein under any circumstances.

- 5.6 The said applicable quantum of increase in input costs shall be certified by the Chartered Accountant of the Company and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard. The Purchaser agrees and undertakes to pay such additional amounts to the Company within 7 days from the receipt of the demand in writing in that regard, time being of the essence. The Company confirms that such demand shall be raised simultaneously with the offer for possession for fit outs.

6. **CONSTRUCTION AND DEVELOPMENT**

- 6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority. The Purchaser is aware that while the Company 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 waives his right to raise any objection, in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the said Property/Project Land/Building/s and/or the Unit, provided that such amendment/modification shall not result in reduction in the Carpet Area of the Unit. It is clarified that in the event, the final Carpet Area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.

- 6.2 The Company 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 Company is developing and constructing the Buildings 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 hereby accords his unconditional and irrevocable consent to the Company for the construction of the Buildings and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection

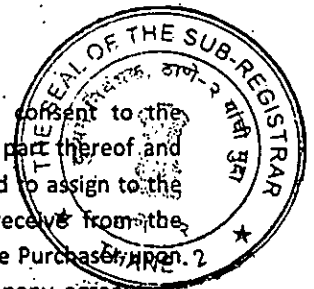


and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.

- 6.3 The Company, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property the construction permissible on any 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 Company and waives his rights to raise such objection or make any claims in that regard.
- 6.4 The Company 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 thereof. When offered, the Purchaser shall be obliged and undertakes to take Unit for possession (for Fit Outs) on the basis of such part occupation certificate which relates to the Unit. In such an event, the Company 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 Property even if the same causes any nuisance and annoyance to the Purchaser.
- 6.5 The Purchaser agrees that till such time that the conveyance of the said Project Land/Property in favour of the Ultimate Organizations and/ or the Federation is executed, the Company shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various 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 regard shall be deemed to have been waived. Subject to the aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

7. **SECURITIZATION OF THE TOTAL CONSIDERATION**

The Purchaser hereby accords/grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial institutions the right to directly receive from the Purchaser the Total Consideration / or part thereof. The Purchaser upon receipt of any such intimation in writing by the Company 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 Company covenants that the



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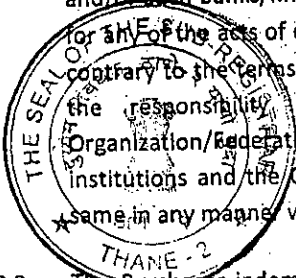
payment of such balance Total. Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the bank / financial institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

8. **LOANS AGAINST THE UNIT**

8.1 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 Company and/or mortgaged/mortgages the Unit with such banks/financial institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such banks/financial institutions) for repayment of the loan amount, it shall be 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 Company 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 (including Total Consideration, CAM Charges, Property Tax, Society and Other Charges, any other costs, expenses, penalties) payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or such banks/financial institutions. The Company shall not be liable for any 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/Federation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

8.3 The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that



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such banks/financial institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.

9. **CAR PARKING**

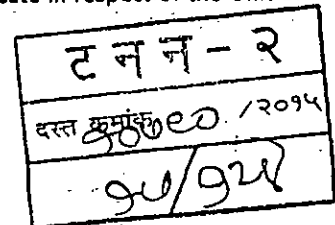
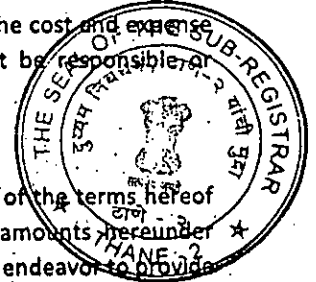
The Purchaser is aware that as a part of the Building and as a common amenity, the Company is constructing several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Company hereby allocates to the Purchaser car parking spaces as set out in Annexure "2" hereto (hereinafter referred to as "Car Parking Spaces"). The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Company at the time of handing over the possession of the Unit. The Purchaser is aware that the Company has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization/Federation to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building.

10. **REGISTRATION**

It shall be the responsibility of the Purchaser to immediately after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the same is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company 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 the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in Annexure "2" hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of

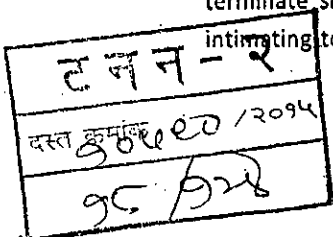


the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in Annexure "2" hereto.

11.2 The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in Clause 11.1. The date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the "Date of Offer of Possession".

11.3 Delay in handover of possession (for Fit Outs): Subject to the provisions of Clause 11.5 hereof and the Purchaser having paid all the amounts due and payable hereunder, in the event the Company fails to offer the possession of the Unit for fit outs by the date stated in Annexure "2" and the aforesaid grace period, then within 30 (thirty) days of expiry of such grace period, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession for fit out. Upon expiry of such grace period, the Purchaser may elect to continue with this Agreement in which case, the Date of Offer of Possession (for Fit Outs) mentioned in Annexure "2" shall stand revised to and substituted by the revised Date of Offer of Possession (for Fit Outs) as communicated by the Company. Alternatively, the Purchaser may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Purchaser within a period of 90 (ninety) days from the expiry of the aforesaid grace period. In the event, the letter of termination is not received by the Company within the said period of 90 (ninety) days or is received after the said period of 90 (ninety) days, the Purchaser shall, without the Company being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall be deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 90 (ninety) days from the expiry of the aforesaid grace period, the Company shall refund to the Purchaser the total consideration amount or part thereof paid by the Purchaser in ~~12 (twelve)~~ equal monthly instalments through post-dated cheques together with simple interest thereon at the rate of 12% per annum from the date of receipt of the Total Consideration or part thereof till repayment. The first monthly instalment shall commence from the 13th month of the date of receipt of the said letter of termination.

11.4 Due to regulatory and/or legal reasons, wing in which the unit is located is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months: Notwithstanding the provisions hereof, in such circumstances, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In



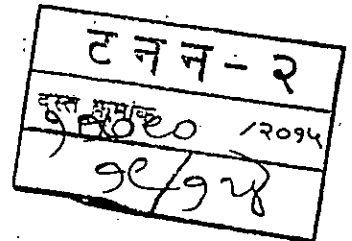
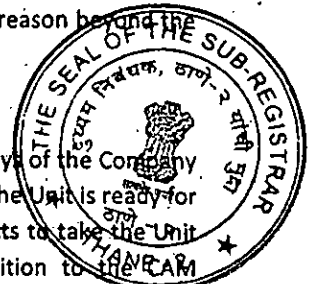
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the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly instalments through post-dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such instalment shall commence from the 13th month from the date of letter of termination. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the Date of Offer of Possession (for Fit Outs) of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.

11.5 Notwithstanding the provisions hereof, the Company 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, if the same is delayed for reasons beyond the control of the Company including on account of:-

- (i) Non-availability/ short supply of steel, cement, other building material, water or electric supply, labour problems or
- (ii) Any act of God, or
- (iii) any notice, order, rule or notification of the Government and/or any other public or Competent authority or of the court or delay in issuance or non-issuance or receipt of NOCs, Licenses, Occupation Certificate, Approvals, documents etc. or non-availability of essential amenities, services and facilities or for any other reason technical or otherwise or for any reason beyond the control of the Company, or
- (iv) Economic Hardship.

11.6 The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready for fit out. In the event the Purchaser fails and /or neglects to take the Unit within the said period, the Purchaser shall in addition to the Charges, be liable to pay to the Company compensation calculated at the rate of Rs. 10/- per sq. ft. of the carpet area per month or part thereof from the Date of Offer of Possession (for Fit-Outs) till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit from the expiry of the 15th day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession (for Fit Outs).



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12. **DEFECT LIABILITY**

If within a period of 36 (thirty six) months from the Date of Offer of Possession (for Fit Outs) the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company 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 Company. Provided that the liability of the Company under this clause shall not exceed the amount of Rs. 1,00,000/- (Rupees One Lakhs Only).

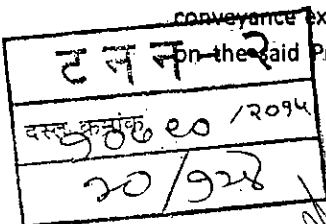
13. **SET OFF / ADJUSTMENT**

The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Society and Other charges, interest and/or Liquidated Damages from the amounts if any. 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 deemed to have been waived.

14. **ULTIMATE ORGANIZATION**

14.1 The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organization/Federation to be known by such name as the Company 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 necessary for the formation and the registration of the Ultimate Organization/Federation and duly fill in, sign and return to the Company within 7 (seven) days of the same being forwarded by the Company to the purchasers, so as to enable the Company to register the Ultimate Organization/Federation.

14.2 The Purchaser hereby agrees and confirms that the Unit is situated in the Building constructed on the Project Land and that the Project Land/said Property shall be conveyed to the Ultimate Organization and/ or the Federation, as the case may be, subject to the terms hereof. Such conveyance shall be executed any time after the operations of the Building are taken over by the Ultimate Organization and/or the Federation, as the case may be to such effect, and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who has purchased a unit in the said Building. Any conveyance executed prior to the completion of the entire development on the said Property shall only be in relation to the structure of the



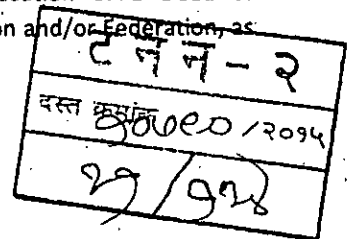
Building along with the FSI consumed in such Building and subject to the right of the Company (I) to dispose of the unsold units, if any and receipt of the entire consideration amount and outstanding dues from the unit purchasers, (ii) to consume entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in laws or policies of the government or local authority on the said Property, and (iii) to use all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is understood that there may be portions of the said Property which do not form part of the Project Land and such portion(s) of the said Property beyond the Project Land may be used for any purpose as permitted in the regulations/ law by the Company and the Ultimate Organization/ Federation shall have no claim or control over the same.

14.3 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/Federation and/or Ultimate Organization shall not be changed without the prior written consent of the Company. 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 Company and the purchasers in the said Buildings.

14.4 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser/ Ultimate Organization/ Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser/ Ultimate Organization/ Federation, in respect of the Unit/ Building/ Project Land/ Property and in this regard the Purchaser for himself, the Ultimate Organization and/or the Federation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organization and/or the Federation not to claim any such right in respect of Unit/Building/Project Land/Property.

14.5 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-hoc committee of the unit purchasers and/or conveyance of the Project Land/said Property being conveyed to the Ultimate Organization/Federation, as the case may be, the rights under this Agreement reserved for the Company including for exploiting the potentiality of the said Property shall be subsisting and shall continue to vest in the Company and the Purchaser in this regard for himself and the Ultimate Organization and/or the Federation waives all his rights in that regard and undertakes and/or cause the Ultimate Organization and/or the Federation not to claim any such rights.

14.6 The Company hereby agrees that before execution of a Deed of Conveyance in favour of the Ultimate Organization and/or Federation, as



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contemplated herein, the Company shall make full and true disclosure of the nature of its title to the Project Land/ Property as well as encumbrances and/ or claims, if any in/ over the Project Land/Property. The Company shall, as far as practicable, ensure that upon such conveyance of the said Project Land/ Property in favour of the Ultimate Organization/ Federation, the Project Land/ Property is free from encumbrances. The Ultimate Organization shall bear and pay all costs and expenses, including but not limited to stamp duty, registration charges, legal fees and applicable government levies and taxes, in relation to the said Deed of Conveyance.

15. FACILITY MANAGEMENT COMPANY

15.1 The Purchaser is aware that the Buildings including the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/Project Land/Property shall be managed by a Facility Management Company ("FMC") appointed by the Company for a period upto 60 (sixty) months commencing from the Date of Offer of Possession (for Fit Outs) and thereafter, which may be decided by the Ultimate Organization/ Federation. The Purchaser along with 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 jointly borne by the purchasers of units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis as determined by the Company and/or FMC, which determination shall be binding on the Purchaser.

15.2 The Purchaser agrees and undertakes to cause the Ultimate Organization/ Federation to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization/ Federation to ratify the appointment of the FMC as aforesaid.

15.3 The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/ shall enter into agreements with various third parties/operators ("Service Providers") in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI ("FSI Free Constructed Spaces") by the concerned authorities on account of such spaces facilitating the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:

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- (i) Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 30 (thirty) years.
- (ii) Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- (iii) The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of repayment) from the profit share/revenue share/rent payable by the Service Providers. Any amount from the profit share/revenue share/rent payable by the Service Providers in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.
- (iv) Any external members of such facility(ies) shall abide by the security, dress and behavioural guidelines that would apply to the residents of the Building.

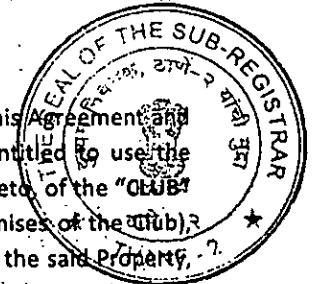
15.4 The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company 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 AMENITIES AND CLUB

16.1 The Company shall make available the Common Areas and Amenities as set out in Annexure "3" hereto.

16.2 Restricted Areas and Amenities

16.2.1 Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the amenities/facilities, as set out in the Annexure "3" hereto, of the "CLUB" (some of the said amenities may be outside the premises of the Club), which is proposed to be constructed on the portion of the said Property, subject to applicable laws and receipt of approvals. The Purchaser is aware that the Club shall be managed by Club Management Company ("CMC") to be appointed by the Company. The Purchaser is aware and agrees that the Club may become operational upto 12 months after Date



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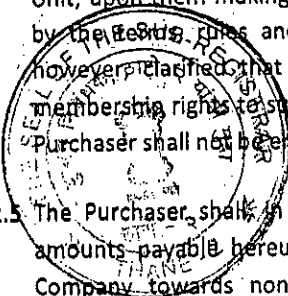
of Offer of Possession (for Fit-outs) of the Unit ("Date of Start of Operations of the Club").

16.2.2 The number of club members permitted to use the Club is as stated in Annexure "2" hereto. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the CMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the CMC and payment of guest charges, if any as determined by the CMC. The terms and conditions with respect to the operations of the Club and membership of the Club will be subject to the terms and conditions, rules and charges, as may be framed / levied from time to time by the CMC and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

16.2.3 The Purchaser hereto is aware that the Company may construct one or more club/s in the Property and the Purchaser shall have access only to the club/s or club facilities in the Property which are earmarked for the use in respect of his specific wing. The Purchaser undertakes to be bound by the rules framed by the CMC/Company with regard to the access to the Club/s and/or clubs on the Property and the Purchaser hereby waives his right to raise any objection in this regard.

16.2.4 The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the new owners of the Unit upon the sale / transfer of the Unit by the Purchaser. In the event that the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the new owners of the Unit, upon them making application for the same and agreeing to abide by the rules and regulations of the Club and/ or CMC. It is, however, clarified that the Company/CMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

16.2.5 The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, be obliged to and agrees to pay to the Company towards non-refundable Club Membership fees as set in Annexure "2" hereto in respect of the Club. Upon payment of such Club Membership fees, the Purchaser shall be entitled to club membership for a period of 30 years. The Club membership can be renewed, on payment



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of the membership renewal charges on or before the expiry of the period of 30 years, as may be decided by the CMC.

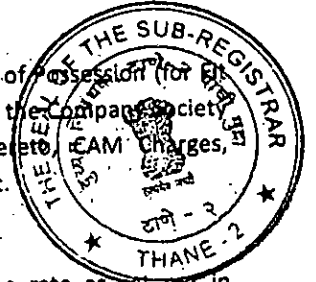
16.2.6 The Purchaser is obliged to and agrees to pay annual club usage charges as listed in Annexure "2" hereto. Such annual club usage charges shall be applicable from the Date of Start of Operations of the Club or the Date of Offer of Possession (for Fit Outs), whichever is later. Such annual club usage charges shall be payable annually in advance (in February or March for following financial year) to the CMC, failing which the Purchaser shall not be entitled to use/access the Club. The said annual club usage charges shall be increased on an annual basis as per Reserve Bank of India CPI Inflation Rate (%). On or before the Date of Offer of Possession (for Fit Outs), the Purchaser shall pay such annual club usage charges for a period of 18 (eighteen) months in advance. The Purchaser is aware that in addition to the aforesaid annual club usage charges, the Purchaser shall be obliged to and agrees to pay usage charges, if any, for specific service(s) availed of by the Purchaser, as per rates determined by CMC. The CMC shall ensure that such rates are reasonable and are set on no profit basis. The Purchaser is aware that after formation and handover of the Ultimate Organization for the Property, the Club shall be managed/operated by the Ultimate Organization or through the CMC.

16.2.7 The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the CMC or through the CMC. The Company does not warrant or guarantee the use, performance or otherwise of the services provided by the CMC/through CMC. The Parties hereto agree that the Company is not and shall not be responsible and/or liable in connection with any deficiency or the performance/non-performance or otherwise of the services or otherwise provided to the Purchaser.

17. CHARGES, PROPERTY TAXES AND EXPENSES

17.1 SOCIETY AND OTHER CHARGES

The Purchaser shall on or before the Date of Offer of Possession (for Fit Outs), in addition to the Total Consideration, pay to the Company Society and Other Charges set out in Annexure "2" hereto, CAM Charges, Property Tax and Electricity Reimbursement Deposit.



17.2 CAM CHARGES

17.2.1 The Purchaser shall pay the CAM Charges at the rate as set out in Annexure "2". These CAM Charges shall be estimated /calculated per year on 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. However, the said CAM charges shall not include the

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cost associated with Diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the terms of this Agreement.

17.2.2 The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment.

17.2.3 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.

17.2.4 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession (for Fit Outs) or not. In such cases that the unit/s are sold after the Date of Offer of Possession (for Fit Outs), the CAM Charges for the unit shall commence from the date of which the last instalment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

17.2.5 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 revision every 12 months after the Date of Offer of Possession (for Fit Outs) 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 Purchaser and the FMC.

17.2.6 The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months on or before the Date of Offer of Possession (for Fit Outs).

17.3

17.3.1 The Property Taxes, 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

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financial year. For the purposes of this Agreement, the financial year is assumed to be from April to March.

17.3.2 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 Company shall pay the amount collected from all the purchasers of the said wing/Building 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 Company by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("Shortfall Amount"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 7 (seven) days of such intimation. The Company 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-à-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.

17.3.3 The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

17.3.4 The Company shall maintain a separate account in respect CAM Charges and Property Tax and shall utilize the amount only for the purposes for which they have been received.

17.4 **BUILDING PROTECTION DEPOSIT**

17.4.1 The Purchaser shall within 15 (fifteen) days from the Date of Office of Possession (for Fit Outs), pay to the Company, the Building Protection Deposit set out in Annexure "2" hereto.

17.4.2 The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out work by the Purchaser and subject to the possession policy and permissible changes policy of the Company. In the event that the Purchaser violates/fails to comply with the possession policy and permissible changes policy of the Company/FMC, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Unit within the time period stated hereinabove, the Company/ FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Purchaser. The costs and expenses incurred by the Company/ FMC in this regard shall be recovered from the Building



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Protection Deposit. The Company/ FMC shall be entitled to date the said 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 or issue any instructions for stop payment etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /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.

17.4.3 The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, 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.

17.4.4 In the event any violations are observed by the Company's representatives/ nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 (thirty) days from the date of at the said intimation at his own costs and risk. In the event the Purchaser fails to do the same, then the Company 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 and the same shall be recovered from the Building Protection Deposit.

17.4.5 Notwithstanding anything contained herein, in case of cheque being dishonoured, an extra penalty of 36% per annum on the amount of Building Protection Deposit will be payable by the Purchaser.

18. **TAXES AND LEVIES**

The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present or future), including but not limited to Service Tax and Value Added Tax (VAT), GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable on the Total Consideration, Society and Other Charges in respect

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of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

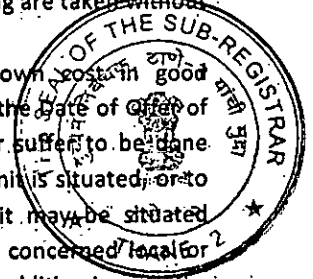
19. **INTEREST**

The Purchaser agrees to pay to the Company interest at 18 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 Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically provided by the Company in writing. The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement 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 Property, the cost of the funds at which lenders generally provide funding to developers and/or 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 Company upon refund of the Total Consideration or part thereof under Clause 11 is just and proper having regard to the rate of interest at which the loans are made available 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 make claims to the contrary, in that regard.

20. **PURCHASER'S COVENANTS**

The Purchaser for himself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenants and undertakes to cause the Ultimate Organization/Federation to ensure that the Building is kept in good condition after takeover of the affairs of the Building by the said Ultimate Organization/Federation. Towards this end, following actions shall be taken by the Ultimate Organization/Federation and each purchaser agrees to ensure that the following are taken without delay or demur, for any reason whatsoever:

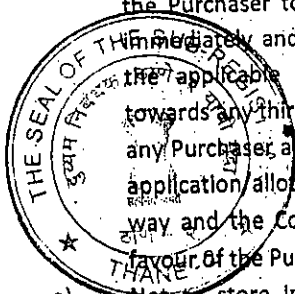
- a) To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the date of Offer of Possession (for Fit Outs) and shall not do or suffer to be done anything in or to the Building in which the Unit is situated or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.



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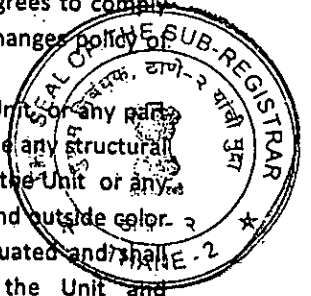
- b) The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company.
- c) The Purchaser shall only upon obtaining and after receipt of the occupation certificate, use the Unit or any part thereof or permit the same to 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/s.
- d) The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.
- e) Not to store in the Unit any goods which are of hazardous, 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



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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 on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

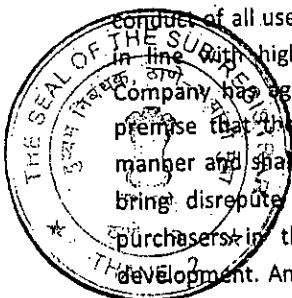
- f) To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention 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.
- g) Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.
- h) 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 (except 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 Company as amended from time to time.
- i) 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 addition or alteration of whatever 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 building in which the Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Company and/or the Ultimate Organization.



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- j) 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 Building in which the Unit is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- k) 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.
- l) Ensure and cause the Ultimate Organization that the Building is painted once every 5 years from the Date of Offer of Possession (for Fit Outs) and kept in good and proper condition.
- m) 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 or any storage in any area which is visible from the external facade of the building, save and except the utility area (if applicable as marked in the sale plan).
- n) The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). Further, the Purchaser shall also be given the opportunity for inspecting the Unit prior to taking possession (for Fit Outs).
- o) Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Units or terraces and the same are retained by the Company 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.
- p) The Purchaser is aware that various purchasers have chosen to buy unit (s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct him in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.
- q) To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned

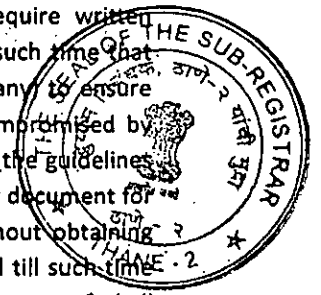


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local authority or government or giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a pro-rata basis.

- r) The Purchaser is aware that brickwork, plaster, flooring and painting, whether Internal or external, may be initiated and demanded by the Company at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.
- s) 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.
- t) The Purchaser acknowledges that as on the Date of Offer of Possession (for Fit Outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/Project Land/Property at such time but all due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for Fit Outs) entitles the Purchaser to carry on interior and other related works in the Unit but does not entitle the said Unit to be occupied till such time that the occupation certificate is received in relation to the said Unit.
- u) The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the till such time that the occupation certificate of the Unit is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer of the Unit after this time shall require written approval from the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) shall not be valid and not binding on the Company.
- v) The Purchaser shall observe and perform all the rules and regulations or bye-laws (including operating standards) which the Ultimate Organization/Federation of the Project Land/said



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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 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.

- w) The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Unit and the Company 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 Company under this Agreement.
- x) Until a Deed of Conveyance in favour of the Ultimate Organization/Federation is executed and the entire project is declared by the Company as completed, the Purchaser shall permit the Company 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.
- y) The Purchaser shall be free to complete the fit out work of the Unit and complete all works required to make the Unit habitable/usable during the period after the Date of Offer of Possession (for Fit outs).
- z) In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession (for Fit Outs), the Company 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 Company for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit for fit

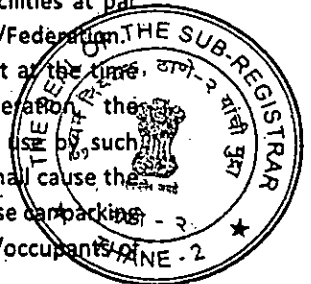
- aa) Notwithstanding anything contained herein, the Purchaser is aware that the Booking Amount duly paid by the Purchaser at that time of application for allotment of the said Unit, is a guarantee/security for the due performance of his contractual obligations under this Agreement and the Company is entitled to forfeit the full or part of the said the Booking Amount in terms of this Agreement and the Purchaser has no objection to the same

and it waives his right to raise any objection with respect to the same



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- bb) The Purchaser is aware that for buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded by the Company, and the Purchaser has no objection to the same and it waives his right to raise any objection with respect to the same.
- cc) It is agreed that in the event that the Ultimate Organization/Federation (as the case may be) has been formed but there is/are unit/s in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Company as charged by the competent authorities and the CAM charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization/Federation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization/Federation and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization/Federation. The Purchaser hereby agrees that it shall forthwith admit such unit purchasers of the Company as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization/Federation.
- dd) The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization/Federation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization/Federation to ensure that these parking spaces are kept available for use by the purchasers/occupants of the unsold units.
- ee) The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing / major overhaul to be done every 5 years, starting from Date of Offer for Possession (for Fit Outs).



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- ff) The Purchaser shall not make or permit to be made any alterations/additions to the façade of the Building/wing and/or the structural elements of the Building/wing.
- gg) In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and the Ultimate Organization/ Federation shall collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding any government levies) as 'sinking fund' from each purchaser/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.
- hh) The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
- ii) Upon and after handover of the management to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for all fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned authorities from time to time.
- jj) The Purchaser agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or Lodha Group or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, be entitled to the termination of the Agreement to Sell.

21. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES

- 21.1 If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment stated in Annexure "2" (and interest thereon, if any) within 15 days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser, notice of such default and the Purchaser shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a termination letter by Regd. AD/Speed Post. On such termination, the following shall apply:

- (a) The booking/allotment/Agreement for the said Unit(s) shall stand

immediately terminated and the Purchaser shall have no right

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whatsoever with respect to the said Unit(s), save and except the right to receive refund of amounts as per (b) below.

- (b) All amounts paid to the Company by the Purchaser (excluding interest) shall be refunded, after deducting therefrom Refund Amount. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable taxes. For sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such termination. In the event, the amounts paid by the Purchaser towards Total Consideration is less than the Liquidated Damages, the Purchaser shall be liable and agrees to pay to the Company the deficit amount of Liquidated Damages. The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly instalments. The first such instalment shall commence from the 13th month of the date of the letter of termination. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of at least 3 working days.

22. **MISCELLANEOUS**

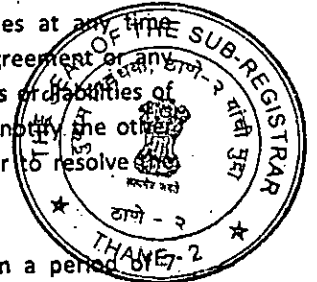
- 22.1 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Unit or of the said Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other Units, recreation spaces etc. save and except in respect of the Unit hereby agreed to be sold to him as set out herein.

- 22.2 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 Annexure "2" hereto:

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 23.1 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 aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

- 23.2 If the dispute or difference cannot be resolved within a period of (seven) days, from the notice by the aggrieved Party under sub clause 23.1 above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be



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in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Company.

23.3 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 disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

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

24. **SEVERABILITY**

24.1 If at 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 or any other jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law and all other provisions of the Agreement shall survive.

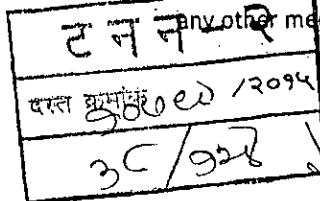
24.2 The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.

25. **WAIVER**

Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser or the same shall in any manner prejudice or affect the rights of the Company.

26. **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 Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company 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. **CORRESPONDENCE**

All correspondence including emails should carry the customer ID quoted in Annexure "2" hereto in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

28. **CONFIDENTIALITY**

28.1 The Purchaser hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Company. 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.

28.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Company.

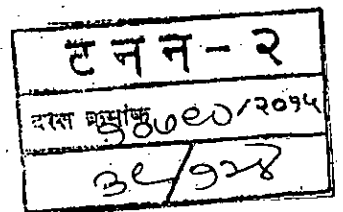
28.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

- 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
- c) such information has entered the public domain other than by 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 THE PROPERTY

All those pieces and parcels of lands admeasuring in aggregate 1,13,482 square meters, commonly known as Plot C1, situate at Villages Bālkum and Kolshet, Kolshet Road, Thane within the Registration District of Thane comprising of following survey numbers:



Villages	Survey Numbers
Balkum	59/1 (P), 60 (P), 61 (P), 62 (P), 63/1 (P), 63/10A (P), 63/2 (P), 63/3 (P), 63/4 (P), 63/ 5 (P), 63/6 (P), 63/7 (P), 63/8 (P), 63/9 (P), 64/1 (P), 64/2 (P), 64/3 (P), 64/4 (P), 64/5 (P), 64/6 (P), 64/ 7 (P), 64/8 (P), 64/9 (P), 65/1 (P), 65/2, 65/3 (P), 65/4 (P), 65/5 (P), 66 (P), 68/2 (P), 69/1 (P), 69/2 (P), 69/3 (P), 69/4A (P), 69/5 (P), 69/6 (P), 70/1 (P), 70/2 (P), 70/3 (P), 70/4 (P), 70/6 (P), 70/8 (P), 70/9 (P)
Kolshet	49/1/C(P), 50/12B/2 (P), 50/12B/3 (P), 50/13 (P), 51/1B (P), 51/2 (P), 51/3 (P), 52/1C (P), 52/2 (P), 52/3 (P), 52/4 (P), 52/5 (P), 52/6 (P), 53/1C (P), 53/3 (P), 53/4 (P), 53/5 (P), 53/6 (P), 53/7B (P), 53/8 (P)



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[Handwritten signature]

SIGNED AND DELIVERED
By the within named Company
Ishwer Realty and Technologies Private Limited
through the hands of its Constituted Attorney
Mr. Surendran Nair (POA)
authorised vide Power of Attorney
dated _____
on 8th day of Sep. 2015
In the presence of:

1. _____
2. _____

SIGNED AND DELIVERED
By the within named Purchaser
Mohan Kumar Kanakraj Rao Rangdale

In the presence of:

1. _____
2. _____



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[Handwritten signature]



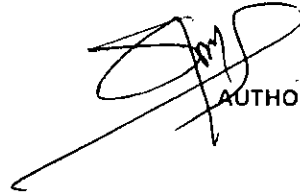
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RECEIVED on the day and year first)
hereinabove written of and from the)
within-named Purchaser the sum of)
Rs. 4,32,900/- Rupees Four Lakhs Thirty Two Thousand)
Nine Hundred Only)
Being the amount to be paid by the)
Purchaser on execution of these)
Presents to us by Cheque No. NEFT)
Dated 06.08.2015, 08.08.2015)
Drawn on Bank)

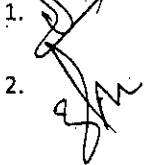
Rs. 4,32,900/-

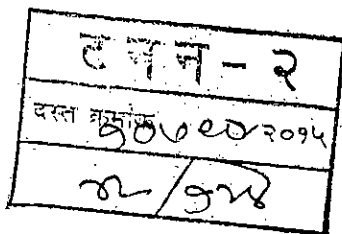
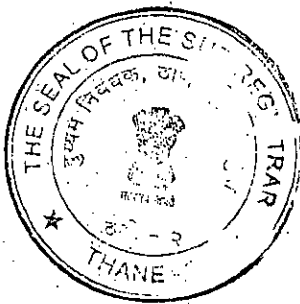
WE SAY RECEIVED

Ishwer Realty and Technologies Private Limited


AUTHORIZED SIGNATORY

WITNESSES:-

1. 
2. 





(V) Address of Purchaser for Notices:
Poonam Galaxy Building, Flat 302, Wing 3rd Floor, Bhayander, Mumbai-401107

(VI) Society and Other Charges* (Payable on or before the Date of Offer of Possession (for Fit Outs)*:

(1) Provisional CAM Charges (Payable on or before the Date of Offer of Possession (for Fit Outs)):

(I) Rs.61,517/- (Rupees Sixty One Thousand Five Hundred Seventeen Only) towards provisional Building CAM Charges @ Rs. [5.34] per sq. ft. of carpet area of the Unit, for the period of [18] months from the Date of Offer of Possession (for fit outs).

(II) Rs.29,376/- (Rupees Twenty Nine Thousand Three Hundred Seventy Six Only) towards provisional Federation CAM Charges, @ Rs. [2.55] per sq. ft. of carpet area of the Unit, for the period of [18] months from the Date of Offer of Possession (for fit outs).

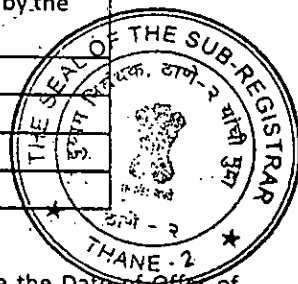
(2) Provisional Property Tax (Payable on or before the Date of Offer of Possession (for Fitouts)):

Rs.14,285/- (Rupees Fourteen Thousand Two Hundred Eighty Five Only) as an advance towards provisional Property Tax in respect of the Unit for a period of 18 months from Date of Offer of Possession (for Fit Outs). This is an estimate and actual amount shall be known at time of payment.

(3) Annual Club Usage Charges (Payable on or before the Date of Offer of Possession (for Fit Outs):

Rs.13,500/- (Rupees Thirteen Thousand Five Hundred Only) towards Annual Club Usage Charges for a period of 18 months from Date of Offer of Possession (for Fit Outs). The number of members eligible to avail the services are as under:

Unit Type	No. of club members covered by the standard fee
1BHK	4
2 BHK	5
3 BHK	5
4 BHK	6



(4) Building Protection Deposit (Payable on or before the Date of Offer of Possession (for Fitouts)):

Undated cheque of Rs.20,000/- (Rupees Twenty Thousand Only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

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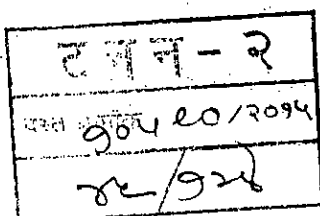
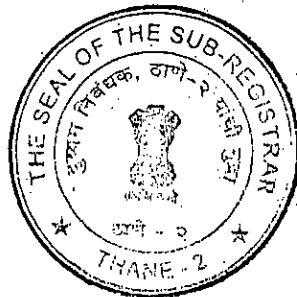
- (5) **Electricity Deposit Reimbursement** (Payable on or before the Date of Offer of Possession (for Fitouts)):
Rs.13,000/- (Rupees Thirteen Thousand Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.

- (6) **LAND UNDER CONSTRUCTION (LUC) REIMBURSEMENT CHARGES** (Payable on or before the Date of Possession):
Rs.9,439/- (Rupees Nine Thousand Four Hundred Thirty Nine Only) towards the Land Under Construction reimbursement charges for the period of start of construction till the Date of Possession.

- (7) **Other Charges** (Payable on or before the Date of Offer of Possession (for Fit Outs)):

Towards	Amount (Rs.)
Share application money and application entrance fee of the Ultimate Organization	Rs. 1,050/-
Ultimate organization formation and related charges	Rs.25,000/-
Legal Charges	Rs.25,000/-
Electric & Water connection & related infrastructure	Rs.76,000/-
Piped Gas connection & related infrastructure (if applicable)	Rs.27,500/-
Club Membership Charges (one-time)	Rs.2,97,000/-

*Service Tax, MVAT and any other government levies shall be extra as applicable.



Annexure – "3"

COMMON AREAS AND AMENITIES

Amenities for each building:

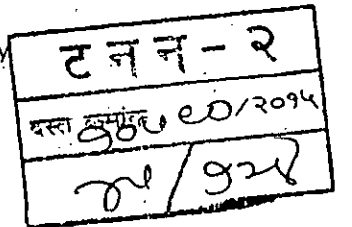
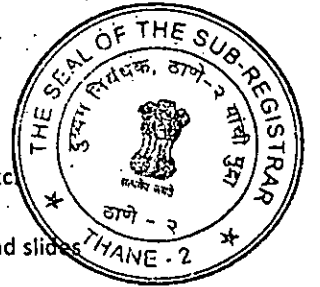
- entrance lobby
- lift lobby on each level
- 2 elevators (including one stretcher elevator) from Otis/Schindler/Kone**
- fire-fighting equipment
- Domestic help toilet/ shower facilities
- DG power backup for common area lighting, elevator and water supply system
- Fibre optic connectivity providing hi speed internet access^
- Direct to Home TV connectivity by select service providers^

Amenities inside each apartment:

- Full height windows* in Living room and Master Bedroom
- Air-conditioned apartments with split unit A/C*
- Marbital® flooring** for living, dining, passage and bedrooms
- Kitchen with granite platform, hi-end stainless steel sink and vitrified tile flooring.
- Toilets finished with sanitary ware from Roca/Kohler/Kerovit** and CP fittings from Jaquar/Kohler/Isenberg**
- Separate Store room in each apartment#
- Separate Pooja room in each apartment\$
- Separate Utility area in each apartment
- Separate cupboard area in each bedroom
- Provision for telephone and TV connectivity&

Complex Amenities:

- Grand entrance to neighbourhood
- Sports terrace with sports facilities
- football ground
- 400 m athletics track
- Tennis Court – 4 nos
- 2 multipurpose courts for Basketball/Volleyball etc
- Cricket field
- Outdoor kids play ground with play equipment and slides
- Children's water play plaza
- 12 play grounds with play equipment
- Ganesha Temple
- Swimming Pools
 - Lap Pool
 - 2 Family Pools
 - 2 Kids Pools
 - Indoor covered pool for ladies and kids only



- Each Project with its own clubhouse with:
 - Gymnasium
 - Indoor Games Room
 - Outdoor kids play area
- Clubhouse facilities:
 - Cinema (& auditorium) with capacity of 100+
 - Health Club with steam and changing rooms
 - Gymnasium
 - Indoor games area with Table Tennis, Carrom, Chess and Snooker
 - Children's play area and creche
 - 2 covered Badminton Courts
 - Café and library lounge
 - 4 party halls
- Picnic area with hammocks and outdoor seating
- Barbeque gardens
- Amphitheatre
- Multipurpose lawn
- Covered parking with facilities like driver's waiting area and car wash provision
- Best in class 4 tier security system with:
 - Intercom for each apartment
 - Swipe card controlled access to entrance lobby
 - Electronically controlled RFID access for cars
 - 24 X 7 CCTV monitoring for key areas

* above height of 300 mm above Finished Floor level

* Excluding kitchen, toilets and any service areas

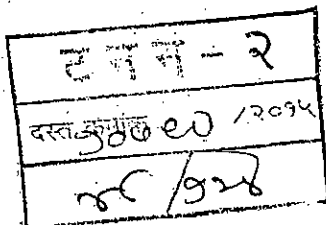
** or equivalent

Only in 1.5 and 2 BHK apartments

\$ Only in 2 BHK apartments

^ Monthly services on chargeable basis from provider

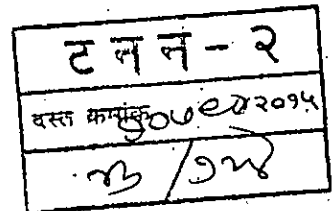
& Only in living room and master bedroom



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Annexure "1"

- A) By two separate Deeds of Conveyance both dated 13th March 2015 (registered with the office of Sub-Registrar of Assurances at Thane under serial nos. TNN-9/1794/2015 and TNN-9/1796/2015 on 13th March, 2015), Clariant Chemicals (India) Limited, therein referred to as Vendor, sold and transferred the Larger Property (more particularly described in the Report on Title annexed hereto) in favour of the Company.
- B) Thus the Company is well and sufficiently entitled to the said Larger Property. The chain of title of the Company to the said Larger Property is more particularly described in the Report on Title annexed hereto.
- C) By Deed of Mortgage dated 15th April, 2015 (registered under Serial No. TNN-9/2597/2015 with the Sub-Registrar of Assurances at Thane on 15th April, 2015) made inter alia between the Company as Mortgagor/Borrower and IDBI Trusteeship Services Private Limited as Security Trustee, the Company mortgaged the said Property on the terms, conditions and covenants stated therein.



Annexure "2"

(I) CUSTOMER ID : 1256852

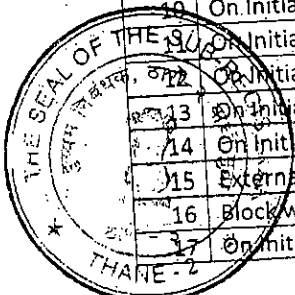
(II) UNIT: : 103
 (i) Unit : 1st
 (ii) Floor : 2 BHK Ultima
 (iii) Type of Unit : 640 sq. ft. equivalent to 59.48 sq. mtrs.
 (iv) Carpet Area : 1 (One)
 (v) Car Parking Spaces : Codename Big Bang
 (vi) Project Name : 2
 (vii) Cluster No. : W7
 (viii) Building :
 (ix) Description of the Project Land:

Sr. No.	Bldg/Wing No as per Builder	Bldg No as per Govt. Approval	Survey No's	Village
1	W - 7	Q - 11	62/0	Balkum

Total Consideration shall be Rs.86,58,000/- (Rupees Eighty Six Lakhs Fifty Eight Thousand Only)

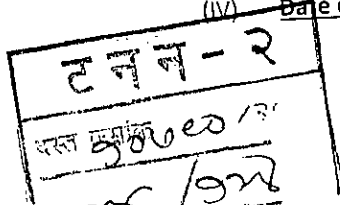
(III) Payment Schedule:

Sr. no.	Milestone	Amount
1	Application money-1	Rs.54,000/-
2	Application money-2	Rs. 3,78,900/-
3	Application Money 3	Rs.12,90,042/-
4	On Initiation of Footing	Rs. 8,74,458/-
5	On Initiation of Plinth	Rs. 4,76,190/-
6	On Initiation of RCC work for Level 1	Rs. 4,76,190/-
7	On Initiation of RCC work for Level 4	Rs. 4,76,190/-
8	On Initiation of RCC work for Level 7	Rs. 4,76,190/-
9	On Initiation of RCC work for Level 10	Rs. 4,76,190/-
10	On Initiation of RCC work for Level 12	Rs. 4,76,190/-
11	On Initiation of RCC work for Level 15	Rs. 4,76,190/-
12	On Initiation of RCC work for Level 18	Rs. 4,76,190/-
13	On Initiation of RCC work for Level 21	Rs. 4,76,190/-
14	On Initiation of RCC work for Level 24	Rs. 4,76,190/-
15	External Facade Works / Windows	Rs. 4,32,900/-
16	Block work	Rs. 4,32,900/-
17	On Initiation of Fit- Outs	Rs. 4,32,900/-



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

(IV) Date of Offer of Possession (for Fit-Outs): 30th November 2018



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DATED THIS 8th DAY OF Sep 2015

Ishwer Realty and Technologies Private
Limited

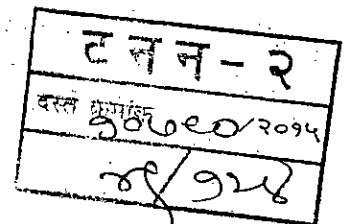
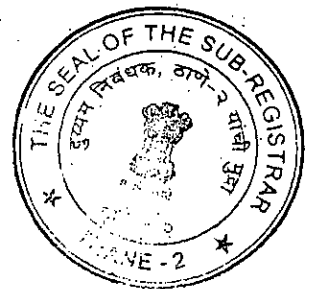
.. Company

AND

Mohan Kumar Kanakraj Rao Rangdale

.. PURCHASER

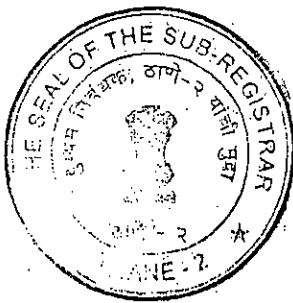
AGREEMENT TO SELL of
Unit No. 103 in the Project known as
"Codename: Big Bang".



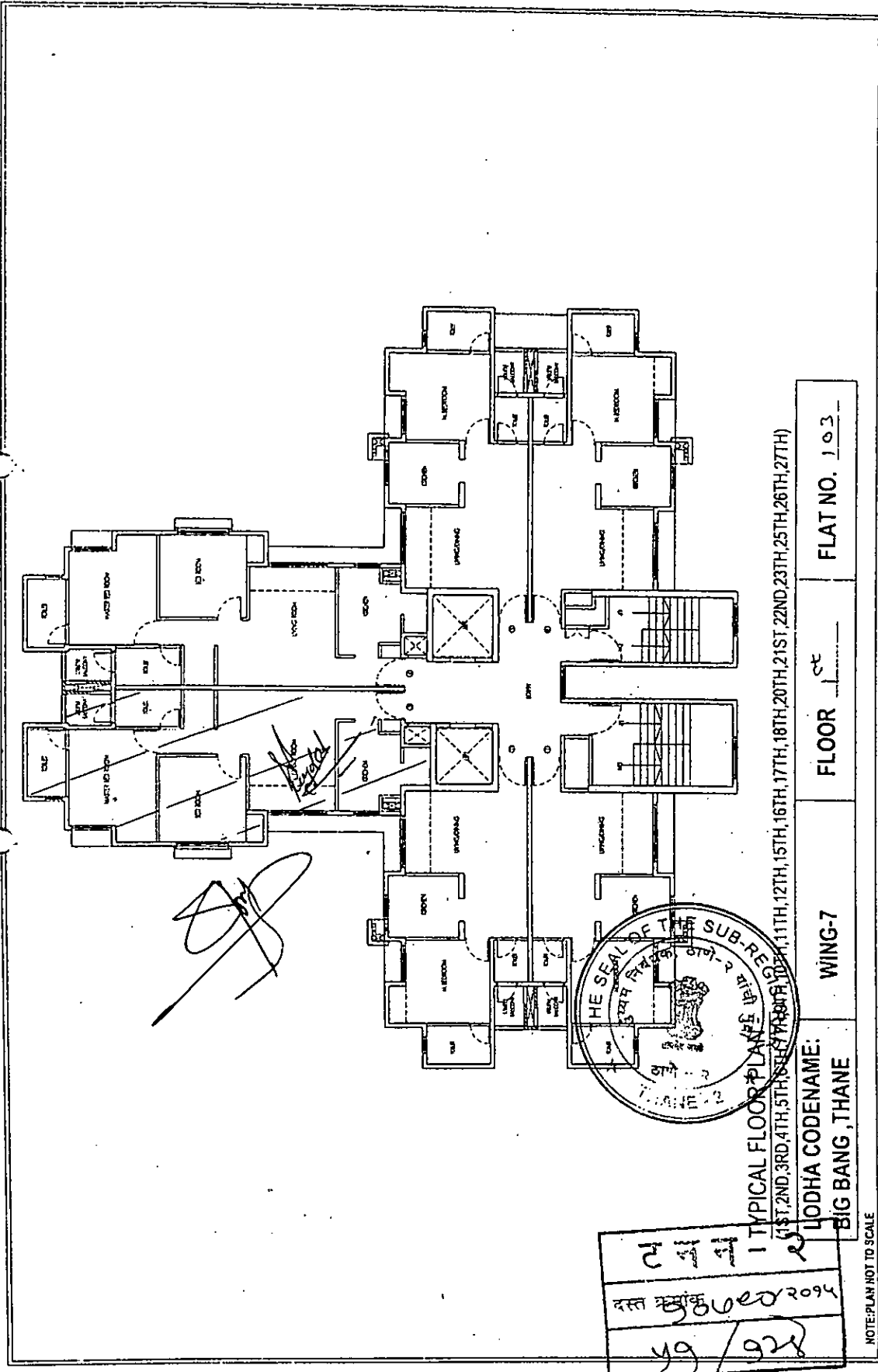
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 ५९/९२४

1 TYPICAL FLOOR PLAN
 (1ST, 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, 8TH, 9TH, 10TH, 11TH, 12TH, 13TH, 14TH, 15TH, 16TH, 17TH, 18TH, 19TH, 20TH, 21ST, 22ND, 23RD, 24TH, 25TH, 26TH, 27TH)

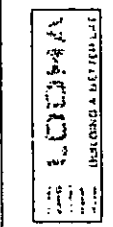
LODHA CODENAME:
 BIG BANG, THANE

WING-7

FLOOR 1st

FLAT NO. 103

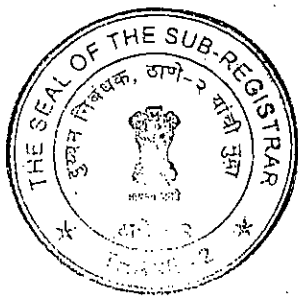
NOTE: PLAN NOT TO SCALE



DEVELOPERS:
 M/S ISHWER REALTY AND TECHNOLOGIES PVT. LTD
 412, Floor - 4, 17G Vardhaman Chambers,
 Cawasji Patel Road, Horniman Circle,
 Fort, Mumbai-400001



ARCHITECT
 ARCHITECT HAFEEZ CONTRACTOR
 PLOT NO. 10, SHIVAJI NAGAR,
 PUNE 411 004, MAHARASHTRA



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- (povii) All the topsoil excavated during construction activities should be stored for use in horticulture/landscape development within the project site.
- (poviii) Disposal of muck during construction phase should not create any adverse effect on the neighbouring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- (poviii) Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
- (povix) Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water.
- (povx) Any hazardous waste generated during construction phase, should be disposed off as per applicable rules and norms with necessary approvals of the State Pollution Control Board.
- (povxi) The diesel generator sets to be used during construction phase should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
- (povxii) The diesel required for operating DG sets shall be stored in underground tanks and clearance from Chief Controller of Explosives shall be taken, as applicable.
- (povxiii) Vehicles hired for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
- (povxiv) Ambient noise levels should conform to residential standards both during day and night as per Noise Pollution (Control and Regulation) Rules, 2000. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/SPCB.
- (povxv) Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September, 1999 and amended as on 27th August, 2003.
- (povxvi) Ready mixed concrete must be used in building construction.
- (povxvii) Storm water control and its re-use as per CQWD and QIS standards for various applications.
- (povxviii) Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices referred.

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the State Pollution Control Board. Necessary measures should be made to mitigate the odour problem from STP.

- (Mii) The solid waste generated should be properly collected and segregated. Wet garbage should be composted and dry/inert solid waste should be disposed off to the approved sites for land filling after recovering recyclable material.
- (Mii) Diesel power generating sets proposed as source of back-up power for elevators and common area illumination during operation phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with State Pollution Control Board.
- (Mii) Noise should be controlled to ensure that it does not exceed the prescribed standards. During night time the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the prevalent regulations.
- (Mii) The green belt of the adequate width and density preferably with local species along the periphery of the plot shall be raised so as to provide protection against particulates and noise.
- (Mii) Rain water harvesting for roof run-off and surface run-off, as plan submitted should be implemented. Before recharging the surface run off, pre-treatment must be done to remove suspended matter, oil and grease. The borewell for rainwater recharging should be kept at least 3 mts. above the highest ground water table.
- (Mii) Energy conservation measures like installation of CFLs/TFLs for the lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and TFLs should be properly collected and disposed off/sent for recycling as per the prevailing guidelines/rules of the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible.

PART - B. GENERAL CONDITIONS

- (i) A copy of the environmental clearance letter shall also be displayed on the website of the concerned State Pollution Control Board. The EC letter shall also be displayed at the Regional Office, District Industries Centre and Collector's Office/ Tehsildar's office for 30 days.
- (ii) The funds earmarked for environmental protection measures shall be kept in separate account and shall not be diverted for other purpose. Year-wise expenditure shall be reported to this Ministry and its concerned Regional Office.
4. Officials from the Regional Office of MoEF&CC, Nagpur who would be monitoring the implementation of environmental safeguards should be given full cooperation, facilities and documents/data by the project proponents during their

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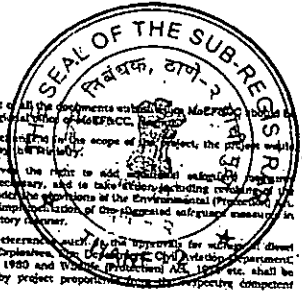
- (xouvi) Permission to draw ground water shall be obtained from the competent Authority prior to construction/operation of the project.
- (xi) Separation of grey and black water should be done by the use of dual plumbing line for separation of grey and black water.
- (xii) Measures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing device or sensor based control.
- (xiii) Use of glass may be reduced by upto 40% to reduce the electricity consumption, and lead on aluminium window. If necessary, use high quality double glass with special reflective coating in windows.
- (xiiii) Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings.
- (xlv) Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.

II. Operation Phase

- (i) The quantity of fresh water usage, water recycling and rainwater harvesting shall be measured and recorded to monitor the water balance as projected by the project proponent. The record shall be submitted to the Regional Office, MoEF&CC along with six monthly Monitoring reports.
- (ii) The treated wastewater of 2340 KLD shall be recycled and reused for flushing of toilets (2123 KLD) and gardening (217 KLD) to reduce the demand of fresh water, as committed.
- (iii) Solid waste management shall be collected, treated disposed in accordance with the Municipal Solid Waste (Management & Handling) Rules, 2000. No municipal waste should be disposed off outside the premises.
- (iv) The Operation and Maintenance of STP shall be made in the MoU with STP supplier. Project Proponent shall ensure regular operation and maintenance of the STP.
- (v) Parking facility with 6 m clear driveway shall be provided, as committed.
- (vi) The Project Proponent shall explore the possibilities of reusing the treated wastewater from nearby projects.
- (vii) The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned for operation. Treated effluent emanating from STP shall be recycled/ reused to the maximum extent possible. Treatment of 100% grey water by decentralized treatment should be done. Discharge of treated effluent shall conform to the norms and standards of

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- Inspection. A complete set of all the documents submitted for clearance shall be forwarded to the CCF, Regional Office of MoEF&CC, Nagpur.
3. In the case of any change in the scope of the project, the project proponent shall require a fresh approval by the Ministry.
6. The Ministry reserves the right to add conditions, which may be subsequently, if found necessary, and to take action, including revocation of clearance under the provisions of the Environment (Protection) Act, 1986, to ensure effective implementation of the proposed safeguard measures in a time bound and satisfactory manner.
7. All other statutory clearances, such as the approvals for mining or direct from Chief Controller of Explosives, Department of Civil Aviation, Environment, Forest Conservation Act, 1980 and the Environment Act, 1986 etc. shall be obtained, as applicable by project proponent from the respective competent authorities.
8. These stipulations would be entered among others under the provisions of Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006.
9. The project proponent should advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be sent on the website of the Ministry of Environment, Forests & Climate Change at <http://mefcc.mca.gov.in>. The advertisement should be made within seven days from the date of receipt of the clearance letter and a copy of the same should be forwarded to the Regional Office of the Ministry at Nagpur.
10. This Clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of One Foundation v/s. Union of India in Writ Petition (Civil) No.460 of 2004 as may be applicable to this project.
11. Any appeal against this clearance shall lie with the National Green Tribunal, if preferred, within a period of 30 days as prescribed under Section 10 of the National Green Tribunal Act, 2010.
12. A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/Municipal Corporation, Urban Local Body and the Local NGO, if any, from which suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the company by the proponent.
13. The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF&CC, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely: SO_2 , NO_2 , PM_{10} , $PM_{2.5}$, CO , HC (ambient levels as well as stack emissions) or critical seasonal parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.

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14. The environmental statement for each financial year ending 31st March in Form-A as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of SC conditions and shall also be sent to the respective Regional Office of MoEF&CC by e-mail.

Yours faithfully,

(Signature)
(Dr. Rajal Warli) Director

Copy to:

1. The Secretary, Department of Environment, Govt. of Maharashtra, Mantralaya, Mumbai - 400 032.
2. The Chairman, CCB, Parvath Bhawan, CHD-cum-Office Complex, East Arjun Nagar, Delhi - 32.
3. The Chairman, Maharashtra Pollution Control Board, Kalpataru Point, 3rd & 4th floor, Opp. Cine Planet, Sion Circle, Sion (E), Mumbai - 400 022.
4. The Chief Conservator of Forests, Ministry of Environment and Forests, Regional Office, Nagpur.
5. Guard File.
6. Monitoring Cell.

(Signature)
(Dr. Rajal Warli) Director

Pradip Garach
Advocate
High Court, Bombay

6, Roz-Rio-Apartments,
L. D. S. Road, Kharavi,
Khar (West), Mumbai - 400 070
Mobile : 9820501547
Email: pradipgarach@gmail.com

REPORT ON TITLE

Ishwer Realty and Technologies Private Limited (ex-parte)

Sub: Land lying being and situate at Village Bakum, Kolahel and Dhokali, Taluka and District Thane admeasuring 361741.40 sq. mtrs. or thereabouts alongwith the structures standing thereon bearing various Survey Numbers and Hissa Numbers in the registration district of Thane ("Property")

1. Upon the instructions of my clients Ishwer Realty and Technologies Private Limited ("Company"), I have investigated their title to the land lying being and situate in Villages Bakum, Dhokali and Kolahel which comprises of Freehold Lands admeasuring 66097.43 sq. mtrs sq mtrs or thereabouts and Sanad Lands admeasuring 255543.97 sq mtrs along with structures standing thereon, more particularly described in the Annexure-A, annexed hereto (for the sake of brevity briefly and collectively referred to as "the said Property") which has been acquired by my clients from Clarant Chemicals (India) Limited (formerly known as Sandoz Products Limited or Sandoz (India) Limited) ("Clariant").
2. I have perused the documents, revenue records and permissions/clearance in respect of the said Property, details whereof are as follows:-
 - a) Revenue Records in respect of the said Property;
 - b) Various Deeds of Conveyance executed and registered between the original land owners and Clariant for acquiring the Freehold Lands;
 - c) Sanads issued by Government of Maharashtra for grant of Sanad Lands to Clariant;
 - d) Non Agricultural Use (NA) Permissions under the provisions of Maharashtra Land Revenue Code, 1970;
 - e) Permissions under Section 20 of Urban Land (Ceiling and Regulation) Act, 1978 (now repealed);
 - f) Permissions issued by the Collector under the relevant provisions of the Maharashtra Tenancy and Agricultural Lands Act, 1948 ("MTAL Act");
 - g) Records of Registrar of Companies in connection with Clariant including High Court Orders for scheme of arrangement between Sandoz (India) Limited, Clariant Chemicals (India) Limited and Colour Chem Limited.

- a) Development Plan Remarks dated 26th September 2013 issued by the Thane Municipal Corporation ("TMC") as per the sanctioned Development Plan of Thane;
- b) NOC dated 26th August 2014 issued by Labour Commissioner certifying no legal dues payable by Clariant to the Labourers/Employees;
- c) Agreement for Sale dated 31st December 2014 between Clariant and the Company in respect of Freehold Land coupled with Power of Attorney of even date;
- d) Agreement for Sale dated 31st December 2014 between Clariant and the Company in respect of Sanad Land coupled with Power of Attorney of even date;
- e) Order dated 10th March 2015 issued by the Collector, Thane for sale and conversion from industrial to residential use in respect of Sanad Land;
- f) By Order No. H.O. 274/ATP/Industries, Section 20/RSR GAD/338/52 dated 22nd March 2015 issued by Additional Collector and Competent authority, Thane for the proposed Project on the said Property;
- g) Letter dated 16th April 2015 issued by Government of India, Minister of Environment, Forest and Climate Change to the Company Environmental Clearance for the proposed Project on the said Property;
- h) Two separate registered Deeds of Conveyance both dated 13th March 2015 in respect of Freehold Land and Sanad Land by Clariant in favour of the Company;
- i) Indenture of Mortgage dated 15/04/2015 executed by the Company in favour of the financial institution for credit facilities in respect of the part of Property more particularly described in Schedule thereunder wherein;
- j) Gathered information and explanation in connection with the aforesaid documents and permissions.

3. On perusal of the aforesaid documents, state as hereunder:

A) TITLE OF CLARIANT IN RESPECT OF FREEHOLD LANDS:

- i) By virtue of the various Deeds of Conveyance (the details whereof are more particularly set out in Annexure-B annexed hereto) (collectively referred to as "Deeds of Conveyance"), Clariant acquired the Freehold Lands more particularly described in the Annexure-A under sub-title Freehold Lands, annexed hereto from

Page 2 of 10

Pradip Garach
Advocate
High Court, Bombay

6, Roz-Rio-Apartments,
L. D. S. Road, Kharavi,
Khar (West), Mumbai - 400 070
Mobile : 9820501547
Email: pradipgarach@gmail.com

the original land owners, for the consideration and on the terms and conditions set out therein.

- i) While acquiring Freehold Lands, Clariant was granted relevant permission by Collector of Thane under section 43 of MTAL Act in respect of Free hold land which are subject to provision of Section 320 of the MTAL Act. Apart from that Clariant was also granted permission by Collector of Thane, under Section 43 (1A) of the MTAL Act for acquiring agricultural land for non-agriculture use. The details of the permissions under Section 43 and Section 43 of the MTAL Act are set out in detail in Annexure-C annexed hereto.
- ii) In the premises aforesaid, Clariant became entitled to the said Freehold Lands as absolute owner thereof.

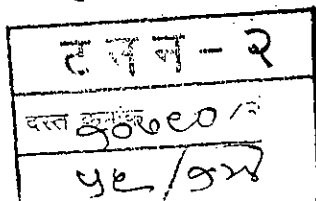
B) TITLE OF CLARIANT IN RESPECT OF SANAD LANDS:

- i) By virtue of various Sanads issued by the Collector of Thane (details whereof are set out in the Annexure-D annexed hereto), Clariant became entitled to the Sanad Lands more particularly described in the Annexure-A under sub-title Sanad Lands, annexed hereto for the consideration and on the terms and conditions set out therein.
- ii) It is to be noted that for the sale/transfer/mortgage of the Sanad Lands, prior permission is required to be obtained by Clariant from the Collector.
- iii) On taking into account Sanads issued by the Collector, Clariant is entitled to the Sanad Lands as absolute owner subject to conditions prescribed by the Collector.

C) OBSERVATIONS ON THE REVENUE RECORDS OF THE PROPERTY

- i) By reason of sub-division of Village Dabhum after 1905, a new Village Dhokali came into existence and some of the land forming part of the Property and originally situate of Village Bakum became a part of Village Dhokali and were allotted new survey numbers.

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(B) On going through the Revenue Records i.e. Record of Rights of the Property, I observed as follows:-

- (a) The land bearing Survey No.68/SP and 55/7P acquired by Clariant under Sanad LAQ-SR-10 was in their possession since 1960. However, the name of Nicholas Piramal India Limited is entered on 7/12 extract of Survey No.55/5 Part and 55/7 Part of Village Kolshel (forming part of Sanad Lands). Clariant has informed that the name of Nicholas Piramal India Limited has been erroneously entered into the 7/12 extracts of said Survey Numbers. Clariant has made application dated 6th September 2014 to the Sub-Divisional Office, Thane for amendment of revenue records in connection therewith. The said application is pending disposal.
- (b) Sanad Land bearing Survey No.274/1 and Survey No.104 in Village Kolshel are standing in the names of Sandoz Products Private Limited / Sandoz Feddes Private Limited / Sandoz India Limited in the revenue records. Clariant has made application dated 6th September 2014 for amendment of revenue record in connection therewith. The said application is pending disposal.
- (c) The name of RIN Akbar Camp is reflected for the portion of Sanad land comprised in Old Survey No.168/2 (now bearing Survey No.32/2A and 32/2B) in Village Dhokali on 7/12 extract. In case of New Survey No. 32/2B which is a Sanad Land I observe as under -
 - (i) By Sanad dated 29th January 1965, Survey no. 168/2 admeasuring 1 Acre 2 Gunthas i.e. 4247 sq.mtrs or thereabouts was granted to Clariant.
 - (ii) Survey no. 168/2 has been inter alia subdivided into 2 parts i.e. 32/2A and 32/2B.
 - (iii) The name of RIN Akbar Camp has been mutated in the Occupants column of the 7/12 extract of the new Survey no. 32/2B in pursuance of Mutation Entry No. 1008 dated 19th December 1954.
 - (iv) On perusal of Mutation Entry No. 1008 dated 19th December 1954, it is seen that Survey no. 168/1part admeasuring 3250 sq.mtrs or thereabouts (and not

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under ULCRA and/or any other law against Clariant.

F) RESERVATIONS AFFECTING THE PROPERTY

The said Property is affected by reservations, designations, set-backs and development norms as per the development plan applicable to the City of Thane including the reservation of Hospital on Old Survey No.147/1 (part) and 148 (part), New Survey No.10/1B (part) and 11 (part) of Village Dhokali ("Hospital Land") as per the Development Plan Remarks dated 28th September, 2013 issued by the TMC. By Letter dated 22nd August 2014, the TMC has requested Clariant to handover the Hospital Land in lieu of which the Clariant shall be entitled to TDR.

G) RE-ORGANIZATION AND RESTRUCTURING OF THE SAID CLARIANT:

- (i) Originally Clariant was incorporated as Sandoz Products Limited on 2nd January, 1947.
- (ii) Pursuant to the resolution and approval from the Government the name of Sandoz Products Limited was changed to Sandoz India Limited on 13th June, 1961.
- (iii) By Order dated 26th February, 1999 of the Bombay High Court, in Company Petition No.511 of 1995 on sanction of scheme of arrangement the Sandoz India Limited became Clariant (India) Limited and a fresh Certificate of Incorporation No.11-5454 dated 24th March, 1999 was issued in respect thereof.
- (iv) By Order dated 24th February, 2008 read with Order dated 17th March, 2006 of the Bombay High Court, in Company Petition No.902 of 2005 connected with Company Application No.698 of 2005 for sanction of a scheme of amalgamation Clariant (India) Limited, Vanevi Dyes & Chemicals Limited, BTP (India) Private Limited, Kundale Investments Limited amalgamated with Colouchem Limited. In terms of the scheme the name of the Colouchem Limited has been changed to Clariant Chemicals (India) Limited.

H) MISCELLANEOUS

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Survey no. 168/2part) is granted to RIN Akbar Camp vide LAQ Order dated 5/8/54. Accordingly the name of RIN Akbar Camp must have been mutated in 7/12 extract of Survey no. 168/2part i.e. New Survey no. 32/11 and not New Survey No.32/2B for area of around 3300 square meters or thereabouts.

- (M) On perusal of the above it is seen that the entry of RIN Akbar Camp has been wrongly reflected on New Survey no. 32/2B, which was granted to Clariant under forawast dated dated 28th January 1954.

The Company has informed that Clariant has made application dated 6th September 2014 for mutation of revenue record in connection therewith. The said application is pending disposal.

D) NON AGRICULTURAL USER PERMISSIONS GRANTED TO CLARIANT

The Collector of Thane has issued various permissions for non-agricultural use/industrial purposes of the said Property, the details whereof are more properly set out in Annexure-E annexed hereto.

E) EXEMPTION UNDER URBAN LAND (CEILING AND REGULATION) ACT, 1976 (ULCRA)

By the Order bearing No.ULCB-37ACAC/040 dated 18th September, 1978 read with letter dated 2nd February, 1986, the Government of Maharashtra inter alia granted to Clariant the exemption under section 20 of ULCRA to hold excess vacant land admeasuring in aggregate 1,89,338.61 square meters subject to the terms and conditions set out therein. By the said ULCB Orders exemption in respect of the vacant land admeasuring around 64,945 square meters was rejected. Pursuant to the aforesaid ULCB Order, from and out of the said exempted lands, an area admeasuring 1911 square meters and bearing Survey No. 80/8 and Survey No.80/9 of Village Kolshel was handed over to World Research Association ("World Research Land"). Clariant has informed that no steps were taken by the Government/Competent Authority to take possession of such exempted lands and/or rejected lands from Clariant. Clariant has further informed that no action or proceedings were initiated and/or are pending in relation to such exempted lands and/or rejected lands and/or the Property

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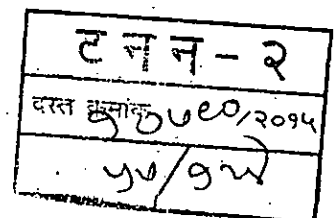
(i) By a Lease Agreement dated 17th April 2003 executed between Clariant of the One Part and Senior Superintendent Post Office, Thane Central Division on behalf of President of India of Other Part and registered with the Sub-Registrar of Assurances under Serial No.THN-52378 of 2003, Clariant obtained the premises known as "Sandoz Bang Post Office" situated at Kolshel Road, Sandoz Bang, Thane (known as a portion of the said Property bearing Survey No. 63/11 and No. 7/2part, Survey No. 63/11 and No. 12 and Survey No. 63/11 and No. 13 at Village Kolshel in the District of Thane and having fenced up area admeasuring approximately 6,800 square feet and plinth area admeasuring 1,050 square feet, and which is heretofore referred to as the "Post Office". The Company has informed that the aforesaid Lease Agreement dated 17th April 2003 has expired on 23rd April 2003. Clariant has by various letters requested the Senior Superintendent Post Office Thane Central Division to vacate the Post Office. However, the Senior Superintendent Post Office Thane Central Division, continues to conduct the Post Office from the said premises and has not vacated the said Post Office till date.

- (ii) Clariant has handed over to the TMC possession of a portion of the said Property admeasuring 2,113 square meters for siting of a road and a portion of the said Property admeasuring 1,71,710 sq. mtrs. for widening of a road.

(iii) The manufacturing activity situated on the Property has been formally and permanently closed by Clariant and as such no manufacturing activities of whatsoever nature are being undertaken by Clariant from the said Property. Pursuant to ULCB Order No. cover of letter dated 14th December 2013, Clariant has in accordance with the provisions of the Factories Act, 1947, surrendered the Factory License bearing No. 111/1997 dated 7th March, 2014 to Clariant stating that the name of the Clariant has been removed from the factory register maintained by the Directorate of Industrial Safety and Health.

I) TITLE DOCUMENTS EXECUTED BY CLARIANT IN FAVOUR OF THE COMPANY

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(i) By an Agreement dated 15th April 2014, Clariant agreed to sell, transfer and convey in favour of the Company the said Freehold Lands for the consideration and on the terms and conditions set out therein.

(ii) By an Agreement dated 15th April 2014, Clariant agreed to sell, transfer and convey in favour of the Company the said Sanad Lands for the consideration and on the terms and conditions set out therein.

(iii) By a Power of Attorney dated 15th April 2014 executed by Clariant in favour of the Company conferring upon them powers and authorities to represent them before the revenue and other statutory authorities and do all and any acts, matters, deeds and things for mutations in revenue records as well as for obtaining requisite permissions in furtherance of transfer and development of the said Property.

(iv) By and under No-Objection Letter dated 25th August 2014, the Labour Commissioner has issued a certificate stating therein that there are no legal dues payable to the labourers/employees by Clariant. With that view, Clariant is permitted to sale, transfer, and/or develop the said Property.

(v) By Order dated 16th June 2014 passed by Hon'ble Revenue Minister in the matter identified as Land No.2714/Chapter No.272-J4, it is inter alia ordered that the said Clariant is allowed to deal with the said Property including development right thereof to prospective purchaser/developer particularly the Company with further direction to Collector Thane in connection therewith.

(vi) By an Agreement for Sale dated 31st December 2014 executed and registered under No.TNN9-8377/2014 with the Sub-Registrar of Assurances at Thane in Book-I by and between Clariant as Vendor of the One Part and the Company as a Purchaser of the Other Part, Clariant has agreed to sell and transfer their right, title and interest in the Freehold land admeasuring 96097.43 sq. mtrs or thereabouts lying being and situate in Villages Balkum, Kolahet and Dhokail in Taluka and District Thane in favour of the Company for valuable consideration and on terms and conditions stated therein.

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(vii) Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TNN9-8378/2014 registered with the Sub-Registrar of Assurances at Thane by Clariant in favour of the Company, Clariant has appointed the Company as its Constituted Attorney acting through its authorized signatories and conferring upon the Company all and any powers and authorities to do and carry out all acts, deeds, matters and things for and on behalf of Clariant and its name in connection with the said Freehold land.

(viii) By an Agreement for Sale dated 31st December 2014 executed and registered under No.TNN9-8374/2014 registered with the Sub-Registrar of Assurances at Thane in Book-I by and between Clariant as Vendor of the One Part and the Company as a Purchaser, Clariant has agreed to sell and transfer all its right, title and interest in the Sanad land admeasuring 255843.97 sq. mtrs. or thereabouts lying being and situate in Villages Balkum, Kolahet and Dhokail in Taluka and District Thane in favour of the Company for valuable consideration and on terms and conditions stated therein.

(ix) Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TNN9-8375/2014 registered with the Sub-Registrar of Assurances at Thane, Clariant in favour of the Company, Clariant has appointed the Company as its Constituted Attorney acting through its authorized signatories, and conferring all and any powers and authorities to do and carry out on all acts, deeds, matters and things for and on its behalf and its name in connection with the said Sanad land.

(x) By an Order dated 10th March 2015 issued by the Collector Thane, the permission for sale and for conversion from industrial to residential use inter alia of the said Sanad land is granted for an area in aggregate in all admeasuring 255374.33 sq. mtrs. mentioned in Schedule - A annexed thereto, on terms and conditions stated therein.

(xi) By Order No.UIC/TAJATP/Industries/Section 20/SR GAD/38/R2 dated 12th March 2015 issued by Additional Collector and Competent Authority, Thane Urban Agglomeration - Thane, the restrictions imposed on Freehold and Sanad Land for industrial use

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and alienation are deleted, in respect of certain land described thereunder, which are forming part of the Freehold and Sanad land mentioned in Schedule hereunder written.

(xii) Pursuant thereto, by Indenture of Conveyance dated 13th March 2015 executed and registered under No.TNN9-1794/2015 on 13/03/2015 registered with the Sub-Registrar of Assurances at Thane in Book-I by Clariant as Vendor of the One Part in favour of the Company as a Purchaser of the Other Part, Clariant has sold, conveyed and transferred all its right, title and interest in the Sanad land (more particularly described in Schedule thereunder and hereunder written), for valuable consideration and on terms, covenants and conditions stated therein.

(xiii) By another Indenture of Conveyance dated 13th March 2015 executed and registered under No.TNN9-1794/2015 on 13/03/2015 registered with the Sub-Registrar of Assurances at Thane in Book-I by Clariant as Vendor of the One Part in favour of the Company as a Purchaser of the Other Part, Clariant has sold, conveyed and transferred all its right, title and interest in the Sanad land (more particularly described in Schedule thereunder and hereunder written), for valuable consideration and on terms, covenants and conditions stated therein.

By and under letter dated 15th April 2015 issued by Government of India, Minister of Environment Forest and Climate Change, the Government has accorded to the Company environmental clearance for the construction of proposed Residential and Commercial Project on the said Property on the terms and conditions stated therein.

MORTGAGE

With due permission dated 10/04/2015 from Divisional Commissioner, Konkan Division, by an Indenture of Mortgage dated 15/04/2015 executed and registered under No.TNN9-2597/2015 on 15/04/2015 with the Office of Sub-Registrar Thane-9 by the Company as a Mortgagor / Borrower of the One Part in favour of IDBI Trusteeship Services Private Limited as the Security Trustee of the Other Part, the Company has inter alia mortgaged a portion of the Property more particularly described in the Schedule - I thereunder written admeasuring in aggregate 1,13,482 sq. mtrs. known as Plot C1 comprised in Village Balkum and Kolahet and

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forming a part of the Annexure - A hereto (Freehold and Sanad land), for credit facility on terms, conditions and covenants stated therein.

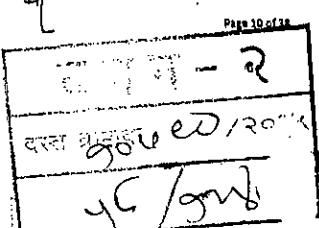
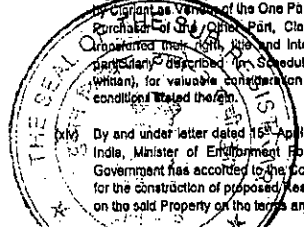
CONCLUSION:

In the light of what is stated hereinabove and subject to the mortgage, I hereby certify that Ishwer Realty and Technologies Private Limited, is entitled to the Freehold land and Sanad Land as absolute Owners thereof and entitled to carry out development in respect of the same.

ANNEXURE-A DESCRIPTION OF PROPERTY SANAD LAND VILLAGE BALKUM

Serial No.	New Survey No./Missa No.	Old Survey No./Missa No.	Name of the Land Holder as recorded in 1912 Extract	Area (in square meters)
1.	62	170	Clariant Chemicals (India) Limited	21542.00
2.	63/1	172/1	Clariant Chemicals (India) Limited	1828.00
3.	63/2	172/2	Clariant Chemicals (India) Limited	961.00
4.	63/3	172/3	Clariant Chemicals (India) Limited	2230.00
5.	63/4	172/4	Clariant Chemicals (India) Limited	3504.00
6.	63/5	172/5	Clariant Chemicals (India) Limited	1240.00
7.	63/6	172/6	Clariant Chemicals (India) Limited	700.00

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8.	63/7	172/7	Clarant Chemicals (India) Limited	1366.00
9.	63/8	172/8	Clarant Chemicals (India) Limited	1850.00
10.	63/9	172/9	Clarant Chemicals (India) Limited	1441.63
11.	63/10A	172/10A	Clarant Chemicals (India) Limited	1720.00
12.	63/10B	172/10B	Clarant Chemicals (India) Limited	404.87
13.	64/1	173/1	Clarant Chemicals (India) Limited	1315.18
14.	64/2	173/2	Clarant Chemicals (India) Limited	6905.00
15.	64/3	173/3	Clarant Chemicals (India) Limited	2440.00
16.	64/4	173/4	Clarant Chemicals (India) Limited	1800.00
17.	64/5	173/5	Clarant Chemicals (India) Limited	1871.60
18.	64/6	173/6	Clarant Chemicals (India) Limited	1745.14
19.	64/7	173/7	Clarant Chemicals (India) Limited	880.00

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20.	64/8	173/8	Clarant Chemicals (India) Limited	1720.00
21.	64/9	173/9	Clarant Chemicals (India) Limited	80.00
22.	68	174	Clarant Chemicals (India) Limited	430.00
23.	67	175	Clarant Chemicals (India) Limited	230.00
24.	68/1	175/1	Clarant Chemicals (India) Limited	608.00
25.	68/2	175/2	Clarant Chemicals (India) Limited	4957.58
26.	68/3	175/3	Clarant Chemicals (India) Limited	303.52
27.	68/1	177/1	Clarant Chemicals (India) Limited	4200.00
28.	68/2	177/2	Clarant Chemicals (India) Limited	3390.00
29.	68/3	177/3	Clarant Chemicals (India) Limited	4710.00
30.	68/4A	177/4A	Clarant Chemicals (India) Limited	710.00
31.	68/5	177/5	Clarant Chemicals (India) Limited	603.84

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32.	73/6	181/6	Clarant Chemicals (India) Limited	1168.80
33.	65/1	250/1	Clarant Chemicals (India) Limited	6700.00
34.	65/5	250/5	Clarant Chemicals (India) Limited	2023.50
35.	59/1	288A(part)	Clarant Chemicals (India) Limited	1821.18
36.	61	288B	Clarant Chemicals (India) Limited	3541.12
37.	65/4	250/4	Clarant Chemicals (India) Limited	152.00

VILLAGE DHOKALI

Sr. No.	New Survey No./Pissa No.	Old Survey No./Pissa No.	Name of the Land Holder as recorded in 7/12 Extract	Area (in square meters)
1.	11	148	Clarant Chemicals (India) Limited	4754.22
2.	92	151	Clarant Chemicals (India) Limited	9915.15
3.	93/2B	158/2P	Clarant Chemicals (India) Limited	8530.40
4.	23/2	158/2	Clarant Chemicals (India) Limited	4200.00

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38.	23/4	184/4	Clarant Chemicals (India) Limited	3371.12
39.	23/5	184/5	Clarant Chemicals (India) Limited	800.00
40.	35/1	185/1	Clarant Chemicals (India) Limited	1134.86
41.	35/2	185/2	Clarant Chemicals (India) Limited	4380.00
42.	35/3	185/3	Clarant Chemicals (India) Limited	130.00
43.	35/4	185/4	Clarant Chemicals (India) Limited	501.00
44.	31/1	187/1	Clarant Chemicals (India) Limited	2140.00
45.	31/2	187/2	Clarant Chemicals (India) Limited	501.00
46.	31/3	187/3	Clarant Chemicals (India) Limited	2501.72
47.	31/4	187/4	Clarant Chemicals (India) Limited	550.00
48.	32/1A	188/1P	Clarant Chemicals (India) Limited	2777.24
49.	32/2A	188/2P	Clarant Chemicals (India) Limited	4229.35
50.	32/2B	188/2	Clarant Chemicals (India) Limited	6400.00
51.	32/3	188/3	Clarant Chemicals (India) Limited	6400.00
52.	33/1	189/1P	Clarant Chemicals (India) Limited	5601.00

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दस्तावेज क्रमांक ३०७२०/२०१५

५२/१५४

VILLAGE KOLSHET

Sr. No.	Survey No./Hissa No.	Name of the LAND Holder as recorded in 7/12 Extract	Area (in square meters)
1.	49/1/C	Clariant Chemicals (India) Limited	101.17
2.	50/12B/3	Clariant Chemicals (India) Limited	760.00
3.	60/12B/2	Clariant Chemicals (India) Limited	007.05
4.	50/13	Clariant Chemicals (India) Limited	230.00
5.	51/1B	Clariant Chemicals (India) Limited	1315.28
6.	51/2	Clariant Chemicals (India) Limited	430.00
7.	51/3	Clariant Chemicals (India) Limited	101.16
8.	52/1C	Clariant Chemicals (India) Limited	7082.25
9.	52/2	Clariant Chemicals (India) Limited	1140.00
10.	52/3	Clariant Chemicals (India) Limited	1138.22
11.	52/4	Clariant Chemicals (India) Limited	1890.00
12.	52/5	Clariant Chemicals (India) Limited	1289.89
13.	52/6	Clariant Chemicals (India) Limited	1112.62

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29.	55/13	Clariant Chemicals (India) Limited	1082.34
30.	55/14	Clariant Chemicals (India) Limited	404.70
31.	55/15	Clariant Chemicals (India) Limited	630.00
32.	60/11A	Clariant Chemicals (India) Limited	1214.10
33.	60/12	Clariant Chemicals (India) Limited	1719.98
34.	60/13	Clariant Chemicals (India) Limited	1517.83
35.	60/14	Clariant Chemicals (India) Limited	4350.53
36.	60/16	Clariant Chemicals (India) Limited	708.22
37.	60/17	Clariant Chemicals (India) Limited	1011.76
38.	60/18	Clariant Chemicals (India) Limited	101.16
39.	60/19	Clariant Chemicals (India) Limited	1905.00
40.	60/20A	Clariant Chemicals (India) Limited	1441.74
41.	104	Sandoz India Limited	6080.00
42.	274/1	Sandoz Products Private Limited / Sandoz Fedelos Private Limited	80.88

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14.	53/1B	Clariant Chemicals (India) Limited	2150.00
15.	53/2	Clariant Chemicals (India) Limited	151.76
16.	53/3	Clariant Chemicals (India) Limited	252.94
17.	53/4	Clariant Chemicals (India) Limited	430.00
18.	53/5	Clariant Chemicals (India) Limited	455.29
19.	53/8	Clariant Chemicals (India) Limited	834.63
20.	53/7B	Clariant Chemicals (India) Limited	5530.33
21.	53/8	Clariant Chemicals (India) Limited	800.00
22.	54	Clariant Chemicals (India) Limited	8300.00
23.	65/5	Nicholas Piramal India Ltd.	75.88
24.	65/7	Nicholas Piramal India Ltd.	708.22
25.	65/10A	Clariant Chemicals (India) Limited	1112.84
26.	65/10B	Clariant Chemicals (India) Limited	
27.	65/11	Clariant Chemicals (India) Limited	303.50
28.	65/12	Clariant Chemicals (India) Limited	1060.00

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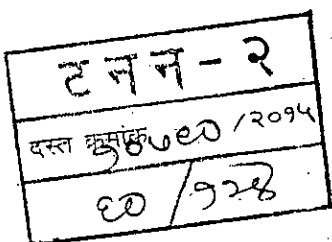
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FREEHOLD LANDS
VILLAGE BALKUM

Sr. No.	New Survey No./Hissa No.	Old Survey No./Hissa No.	Name of the Land Holder as recorded in 7/12 Extract	Area (in square meters)
1.	60	171	Clariant Chemicals (India) Limited	808.38
2.	68A	170A	Clariant Chemicals (India) Limited	303.62
3.	68/5	174/5	Clariant Chemicals (India) Limited	809.40
4.	68/4B	177AP	Clariant Chemicals (India) Limited	1466.93
5.	68/6	177B	Clariant Chemicals (India) Limited	807.00
6.	70/1	178/1	Clariant Chemicals (India) Limited	2270.44
7.	70/2	178/2	Clariant Chemicals (India) Limited	1770.44
8.	70/3	178/3	Clariant Chemicals (India) Limited	83.00
9.	70/4	178/4	Clariant Chemicals (India) Limited	1190.00
10.	70/6	178/6	Clariant Chemicals (India) Limited	1183.43
11.	70/5	178/5	Clariant Chemicals (India) Limited	4630.00
12.	70/7	178/7	Clariant Chemicals (India) Limited	784.00

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13.	70/8	178/8	Clarient Chemicals (India) Limited	1482.22
14.	70/9	178/9	Clarient Chemicals (India) Limited	2950.18
15.	70/10	178/10	Clarient Chemicals (India) Limited	3788.51
16.	71/1	178/1	Clarient Chemicals (India) Limited	1770.44
17.	71/2	178/2	Clarient Chemicals (India) Limited	2478.01
18.	71/3	178/3	Clarient Chemicals (India) Limited	3110.50
19.	71/4	178/4	Clarient Chemicals (India) Limited	1542.81
20.	71/5	178/5	Clarient Chemicals (India) Limited	1544.00
21.	71/6	178/6	Clarient Chemicals (India) Limited	1264.80
22.	71/7	178/7	Clarient Chemicals (India) Limited	1011.75
23.	71/8	178/8	Clarient Chemicals (India) Limited	354.11
24.	72/1	180/1	Clarient Chemicals (India) Limited	370.30
25.	72/2	180/2	Clarient Chemicals (India) Limited	151.76
26.	72/3	180/3	Clarient Chemicals (India) Limited	2048.65
27.	72/4	180/4	Clarient Chemicals (India) Limited	807

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II. VILLAGE DHOKALI

Sr. No.	New Survey No./Kata No.	Old Survey No./Kata No.	Name of the Land Holder as recorded in 7/12 Extract	Area (in square metres)
1.	23/1	158/1	Clarient Chemicals (India) Limited	3225.69
2.	23/3	158/3	Clarient Chemicals (India) Limited	5235.44
3.	23/5	158/5	Clarient Chemicals (India) Limited	303.50
4.	25	181	Clarient Chemicals (India) Limited	5589.53
5.	26	162	Clarient Chemicals (India) Limited	5782.27
6.	30/5	165/5	Clarient Chemicals (India) Limited	1112.83
7.	10/18	147/1P	Clarient Chemicals (India) Limited	12140.17

VILLAGE KOLSHET

Sr. No.	New Survey No./Kata No.	Name of the Holder as recorded in 7/12 Extract	Area (in square metres)
1.	60/80	Clarient Chemicals (India) Limited	1467
2.	60/05	Clarient Chemicals (India) Limited	75.87

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28.	72/5	180/5	Clarient Chemicals (India) Limited	857.58
29.	72/6	180/6	Clarient Chemicals (India) Limited	832.28
30.	72/7	180/7	Clarient Chemicals (India) Limited	632.34
31.	72/8	180/8	Clarient Chemicals (India) Limited	2908.78
32.	72/9	180/9	Clarient Chemicals (India) Limited	1082.34
33.	73/1	181/1	Clarient Chemicals (India) Limited	525.84
34.	73/2	181/2	Clarient Chemicals (India) Limited	609.34
35.	73/3	181/3	Clarient Chemicals (India) Limited	708.17
36.	73/4	181/4	Clarient Chemicals (India) Limited	818.31
37.	73/5	181/5	Clarient Chemicals (India) Limited	733.82
38.	73/7	181/7	Clarient Chemicals (India) Limited	610.00
39.	65/2	238/2	Clarient Chemicals (India) Limited	705.00
40.	65/3	238/3	Clarient Chemicals (India) Limited	1720.00
41.	68/2	176/2	Clarient Chemicals (India) Limited	8058.76
42.	65/4	238/4	Clarient Chemicals (India) Limited	2674.48



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Advocate
High Court, Bombay

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Kharadi (Mumbai), Mumbai - 400 070
Mobile : 9822801547
Email : pradipgarach@gmail.com

3.	60/10A	Clarient Chemicals (India) Limited	1317.62
4.	60/110	Clarient Chemicals (India) Limited	1700.00

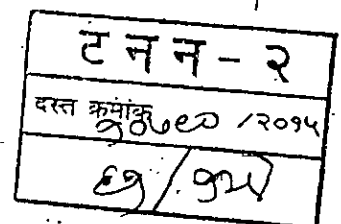
The area mentioned above is more of revenue records or respective title documents.

ANNEXURE-B

Details of Deeds of Conveyance

Sr. No.	Date and registration No.	Particulars of the Conveyance	Old Survey Number	New Survey Number
1.	18 th September, 1957 (Regd no. 450)	Deed of Indenture (along with map) executed by and between Mangalbel Chahu Mhairs of the One Part and M/s. Bandor Products Pvt. Ltd. of the Other Part.	171	60
2.	14 th July, 1958 (Regd no. 371)	Deed of Indenture (along with map) executed by and between Mangalbel Chahu Mhairs of the One Part and M/s. Bandor Products Pvt. Ltd. of the Other Part.	165/3	30/5
3.	17 th March, 1994 (Regd no. 306)	Deed of Indenture executed by and between Indrapal Ganpat Palki of the One Part and Bandor India Pvt. Ltd. of the Other Part.	258/4(P) 178/2 180/2 181/1	65/2 65/4 71/2 73/1

Page 23 of 28



4.	25 th March, 1964 (Regd no. 383)	Deed of Indenture executed by and between Mrs. Bridget Eliam Amboste of the First Part, Mr. Joseph Martin Amboste, Ms. Mary Amboste, Mrs. Eileen Talva, Mrs. Flora Ellen Agular, Mr. William Amboste, Mrs. Stella Mary Pinto of the Second Part and Sandoz India Ltd. of the Other Part	178/3 178/4 180/5 180/8 181/3 181/7 258/3 179/5	70/3 70/4 72/5 72/8 73/3 73/7 85/3 71/5
5.	31 st March, 1964 (Regd no. 390)	Deed of Indenture (along with map) executed by and between Ramachandra Janu Bhoir, Gajanan Janu Bhoir and Pandurang Janu Bhoir of the One Part and Sandoz India Ltd. of the Other Part	177/8	
6.	31 st March, 1964 (Regd no. 392)	Deed of Indenture (along with map) executed by and between Ramachandra Janu Bhoir, Gajanan Janu Bhoir and Pandurang Janu Bhoir of the One Part and Sandoz India Ltd. of the Other Part	178/5	70/8
7.	31 st March, 1964 (Regd no. 391)	Deed of Indenture executed by and between Ramachandra Janu Bhoir, Gajanan Janu Bhoir and Pandurang Janu Bhoir of the One Part and Sandoz India Ltd. of the Other Part	178/1	70/1
8.	31 st March, 1964	Deed of Indenture (along with map) executed by	159/1	73/1

Page 34 of 38

Pradip Garach
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Kurla (West), Mumbai - 400 070
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Email: pradipgarach@gmail.com

	(Regd no. 389)	and between Kashinath Kamya Pali of the One Part and Sandoz India Ltd. of the Other Part		
9.	31 st March, 1964 (Regd no. 385)	Deed of Indenture executed by and between Sitaran Poojya Bhoir of the One Part and Sandoz India Ltd. of the Other Part	178/8	70/8
10.	3 rd August, 1964 (Regd no. 1030)	Deed of Indenture (along with map) executed by and between Dakshinam Chaji of the One Part and Sandoz India Ltd. of the Other Part	178/4	70/4
11.	22 nd April, 1964 (Regd no. 985)	Deed of Indenture executed by and between Shriwar Bank Shetke of the One Part and Sandoz India Pvt. Ltd. of the Other Part	178/3 178/7	70/8 70/8
12.	2 nd June, 1964 (Regd no. 778)	Deed of Indenture (along with map) executed by and between Rama Devu Bhoir, Sedashv Rama Bhoir, Parashuram Rama Bhoir of the One Part and Sandoz India Ltd. of the Other Part	180/9 181/2 181/5	72/0 73/2 73/5
13.	9 th October, 1964 (Regd no. 1351)	Deed of Indenture (along with map) executed by and between Tekraj, Titham Khanna of the First Part, Nandkishore Jalpote Khanna of the Second Part and Sushilmani of the Third	147/1 part	10/0 Part

Page 35 of 38

		Part and Sandoz India Ltd. of the Other Part		
14.	6 th May, 1964 (Regd no. 857)	Deed of Indenture (along with map) executed by and between Narayan Rama Bhoir of the One Part and Sandoz India Ltd. of the Other Part	177/4 (Part)	69/4A
15.	13 th May, 1964 (Regd no. 894)	Deed of Indenture executed by and between Chandrya Janu Patil and Malibai, wife of Chandrya Janu Patil of the One Part and Sandoz India Ltd. of the Other Part	180/8	72/8
16.	18 th June, 1964 (Regd no. 825)	Deed of Indenture executed by and between Mangamata, wife of Subhash Chikanishankar, Donker of the One Part and Sandoz India Ltd. of the Other Part	159/3 161 162	23/3 25 26
17.	22 nd April, 1964 (Regd no. 893)	Deed of Indenture (along with map) executed by and between Rishabai widow of Govind Josavi Pali of the One Part and Sandoz India Ltd. of the Other Part	170/4 179/9 180/3	71/4 71/9 72/3
18.	22 nd April, 1964 (Regd no. 895)	Deed of Indenture executed by and between Mangalya Dama Bhoir alias Pali of the One Part and Sandoz India Ltd. of the Other Part	178/5	86/5
19.	22 nd April, 1964	Deed of Indenture (along	70/1	71/1

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	(Regd no. 591)	with map) executed by and between Pashubai wife of Vidhya Kathod Marnars of the One Part and Sandoz India Ltd. of the Other Part	180/1	72/1
20.	26 th August, 1965 (Regd no. 930)	Deed of Indenture executed by and between Parsharam Sedashv Gokhale of the One Part and Sandoz India Ltd. of the Other Part	178/7 180/4 181/4	70/7 72/4 73/4
21.	17 th July, 1965 (Regd no. 806)	Deed of Indenture executed by and between Ramachandra Janu Bhoir, Gajanan Janu Bhoir and Pandurang Janu Bhoir of the One Part and Sandoz India Ltd. of the Other Part	178/2	70/7
22.	28 th June, 1965 (Regd no. 731)	Deed of Indenture (along with map) executed by and between Pandu Bank Pali of the One Part and Sandoz India Ltd. of the Other Part	180/7	72/7
23.	28 th June, 1965 (Regd no. 728)	Deed of Indenture executed by and between Divyaya Devu Bhoir of the One Part and Sandoz India Ltd. of the Other Part	178/3	71/3
24.	21 st May, 1965 (Regd no. 548)	Deed of Indenture executed by and between Yemutabai widow of Hira Haysa Mhairs of the One Part and Sandoz India Ltd. of the Other Part	178/8	71/8

Page 37 of 38

(नगरपालिकाको कार्यालयबाट प्राप्त भएको जानकारी अनुसार) (नगरपालिकाको कार्यालयबाट प्राप्त भएको जानकारी अनुसार) (नगरपालिकाको कार्यालयबाट प्राप्त भएको जानकारी अनुसार)

पुस्तक क्रमांक	ग्रन्थ का विवरण प्रकरण	दस्तावेज क्रमांक
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होम साइंस की	विषय - ३	

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 (C-2) 224 X408 (C-2)
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 नवीन शिक्षा (विद्यार्थी)
 (N.A.) (322)

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20/1/2017

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प्राप्त क्रम	प्रकाश प्रकाशन अधिकार	प्रतिष्ठा वर्ष	संस्कृतभाषा की
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23/4/2015

(नृपायुः अथवा अविद्या अज्ञानेन अस्ति कौमुदी (अथवा अथवा नृपतिवर्ग इत्येव)
विष्णु (१२) अथवा विष्णु १.२.१ अथवा]

पुस्तक क्रमांक	पुस्तक प्रतिलिपि क्रमांक	पुस्तक प्रकार	123	अवतरण दिनांक	25/12
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द्वितीय भाग	मेमो-2		प्रतिलिपि	मेमो-2	(2272)

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पुस्तक क्रमांक	पुस्तक वर्गीकरण	पुस्तक संख्या	पुस्तक नाम
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पुस्तक स्थिति	पुस्तक स्थिति	पुस्तक स्थिति	पुस्तक स्थिति
५२५	५	५५५	५५५ (५५५) ५५५
पुस्तक स्थिति	पुस्तक स्थिति	पुस्तक स्थिति	पुस्तक स्थिति
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(सहायक कर्मचारी अधिकारी अतिरिक्त आर्थिक सहायता (मजदूर कर्मचारी व कृषिजन्य क्षेत्रों)
विभाग- १५४ (संशोधन विभाग ३.५.१ आर्थिक)

॥ श्रीगणेशाय नमः ॥

1998 : 124

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प्रति गणना की जायेगी।

2010年12月25日 星期六

23/04/2018

गणेशाय नमः ॥ श्रीगुरुभ्यो नमः ॥

सं. ११६३५

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सिखलसी मेरका अरिग

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पस्ता कुमांक १०६८ / २०१५

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तृतीय - २
यस्त कुमांक १०००० / २०१५
८८/१२४

(संस्कृत भाषा में लिखित प्रमाणों के साथ प्रमाणित) (संस्कृत भाषा में लिखित प्रमाणों के साथ प्रमाणित)

Page 10

2000 - 2001

• **संयोजकता** - ४

* उपर्युक्त सर्व विषयों में निम्नलिखित प्रावधानों का अंगीकार किया गया है -

• **•**

टनन-२
२०९५
२२/१५

घोषणापत्र

मी. श्री. सुरेन्द्र नायर / निर्दिष्ट उभा या द्वारे घोषित करतो की, दुय्यम निवेपक ठाणे- चांदे कार्यालयात करतनाम या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. कमल पिंपताले यांनी दिनांक 13/04/19 रोजी मला दिलेल्या कुलमुख्यावरपाच्या आधारे मी, सदर दस्त नोंदणीत सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुख्यावरपत्र तिरून देणार यांनी कुलमुख्यावरपत्र रद्द केलेले नाही, किंवा कुलमुख्यावरपत्र तिरून देणार व्यक्तींची कोणीही मर्यादा झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुख्यावरपत्र रद्द झालेले नाही. सदरचे कुलमुख्यावरपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सहमत आहे. सदरचे बायन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1906 चे कलम 42 अन्वये शिर्षक मी पात्र राहिल याची मला जाणीव आहे.

ठिकाण : ठाणे
दिनांक : 14/04/19

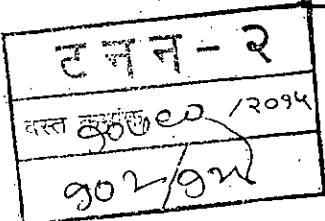
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कुलमुख्यावर पत्राचे घोषणापत्र तिरून देणार

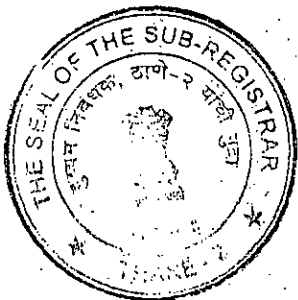
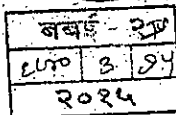
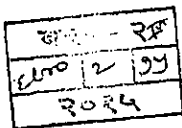
घोषणापत्र

मी. श्री. पंडरी केदारकर / रामनाथ उबेत / सुहस वेंडकार / प्रवीर कांबळे / अनिल पारसई या द्वारे घोषित करतो की, दुय्यम निवेपक ठाणे- चांदे कार्यालयात करतनाम या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. सुरेन्द्र नायर / निर्दिष्ट उभा यांनी दिनांक 13/04/19 रोजी मला दिलेल्या कुलमुख्यावरपाच्या आधारे मी, सदर दस्त नोंदणीत सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुख्यावरपत्र तिरून देणार यांनी कुलमुख्यावरपत्र रद्द केलेले नाही, किंवा कुलमुख्यावरपत्र तिरून देणार व्यक्तींची कोणीही मर्यादा झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुख्यावरपत्र रद्द झालेले नाही. सदरचे कुलमुख्यावरपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सहमत आहे. सदरचे बायन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1906 चे कलम 42 अन्वये शिर्षक मी पात्र राहिल याची मला जाणीव आहे.

ठिकाण : ठाणे
दिनांक : 14/04/19

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P. P. Karandh
कुलमुख्यावर पत्राचे घोषणापत्र तिरून देणार



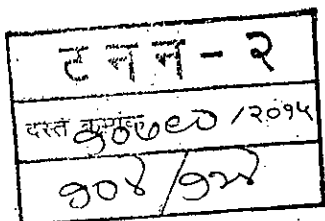


GENERAL POWER OF ATTORNEY

To all to whom this present shall come, I Ishwar Realty And Technologies Private Limited registered under the Companies Act, 1956 (as amended from time to time) and having registered office at 412, Floor-4, 17G Vardhaman Chamber, Cawasji Patel Road, Hornimien Circle, Fort, Mumbai - 400001 and sales office at Looha Exports, Apollo Mills Compound, N. M. Joshi Marg, Mithalasm, Mumbai - 400011 hereinafter referred to as "the said Company" (which expression unless repugnance to the context and meaning thereof shall mean their successors and assigns)

END GREETINGS

१ १२ ५



- A. WHEREAS the said Company is engaged in business of real estate and property development and constructing various buildings comprised of Residential Flats, and such other premises and selling such Residential Flats and such other premises in Mumbai and elsewhere in India.
- B. The said Company is in process of executing Agreements to Sell, Conveyance Deeds, Rectification Deeds etc. with the prospective purchasers and for this, we are required from time to time sign, execute, admit, lodge and register the Agreement to Sell, Conveyance Deeds, Rectification Deeds etc. before the concerned Sub-Registrar of Assurances, and in order to facilitate the same the board of Directors of the Company are desirous of appointing SHRI SURENDRAN NAR and SHRI MANINDER CHHABRA as our Constituted Attorneys with following powers and authorities.
- C. SHRI SURENDRAN NAR (Vice President - Lodha Group) and SHRI MANINDER CHHABRA (Vice President - Lodha Group) are authorized by the board of Directors of the above said Company jointly and severally sign and execute any documents.

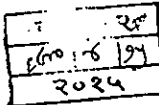
NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that, Lodha Realty And Technologies Private Limited hereby appoints nominates and constitutes the said SHRI SURENDRAN NAR and SHRI MANINDER CHHABRA as the true and lawful attorneys or agents ("Attorneys") of the said respective Company with full powers and authority to jointly and severally do and execute all act, matters, deeds and things as hereinafter mentioned on our behalf and in our name



TO SIGN AND EXECUTE Application Form, Letter of Assignment Agreement to Sell, Conveyance Deeds, Rectification Deeds etc. approved by the Company for the purpose of sale and allotment of Residential Flats and such other premises in buildings constructed by the respective Company on the properties in different development projects in terms of Assignment letter

TO ENTER INTO, SIGN AND EXECUTE Agreement to Sell, Conveyance Deeds, Rectification Deeds etc. in connection with the Residential Flats approved by the Company and such other premises in buildings constructed by the said Company on the properties in different development projects and incidental thereto sign necessary forms and papers for the purpose of effective registration of such Agreements to Sell, Conveyance Deeds, Rectification Deeds etc.

Subject to the prior approval of the board of directors of the Company TO SIGN AND EXECUTE all forms, writing, affidavits and other ancillary papers and documents approved by respective Company, as may be required to enable the prospective Purchasers of the Residential Flats and such other premises to secure loans and financial assistance from the bankers and financial institutions for the purpose of the payment of the



consideration payable by the such prospective purchasers to the respective Company without making any, monetary or other commitments or any other liabilities of whatsoever nature directed or on our behalf and agree on to or by the banker or financial institution.

TO APPEAR BEFORE AND ATTEND to the concerned Sub-Registrar and TO LODGE AND PRESENT before him AND TO ADMIT, execution of the Agreement to Sell, Conveyance Deeds, Rectification Deeds etc. executed by the Attorney with the prospective Purchasers subject for registration in the concerned Sub-Registrar of Assurances, and such other premises in buildings constructed by the Company or any of them and to do all necessary acts, matters and things for effecting registration of the said Agreement to Sell, Conveyance Deeds, Rectification Deeds etc.

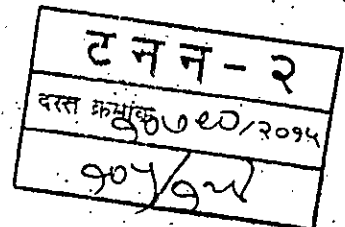
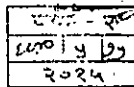
TO SIGN AND EXECUTE Deed of Rectification or Conveyance or confirmation or any other documents approved by respective Company may be required, in connection with the Agreement to Sell, Conveyance Deeds, Rectification Deeds etc. of Residential Flats, and such other premises and transactions in connection therewith and lodge for registration with the concerned Sub-Registrar and admit execution thereof.



For the better doing, performing and executing all the matters and things aforesaid, we hereby further grant unto the said Attorneys full power and authority to substitute and appoint in our place one or more substitutes on such terms as they shall think fit and to exercise all or any powers and authorities and to do all acts, deeds and things under Special Power of Attorney which includes execution of Agreements to Sell, Conveyance Deeds, Rectification Deeds etc. and admit execution of such documents and to receive any such appointment from time to time and to substitute or appoint any others in their place as the said Attorneys from time to time as they think fit and / or proper subject to the terms stated therein.

Provided that notwithstanding anything hereinbefore contained, the said Attorneys shall always and within and not outside the limitations or directions received by them from respective Company hereby agree to ratify and approve all acts and things lawfully done by the said Attorneys pursuant to the powers hereinbefore conferred.

This Power of Attorney shall remain valid and in force till same is revoked or cancelled by all the Company and/or as far as the said powers are before the commencement of the Company or one of the parties concerned of the Company.



IN WITNESS WHEREOF the Company has put their respective seals on this _____

SIGNED SEALED AND DELIVERED

By and with named
Ishwer Realty And Technologies Private Limited
By and through their one of the Director
MR. KAMAL L. PIPLANI
Pursuant to the resolution of the Board
Of Directors dated 29th June 2015
In the presence of _____
Dr. Subodh Kumar - *[Signature]*

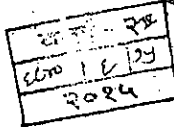
@ Anusha Sankar *[Signature]*

We hereby confirm,

Signature and Photograph of Constituted Attorneys

1) Mr. SURENDRAN NAIR

2) Mr. MANINDER CHHABRA

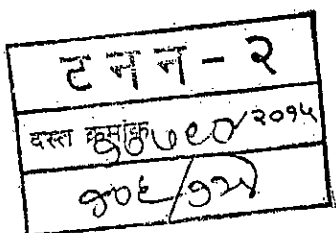
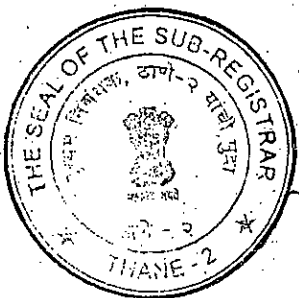
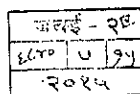


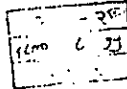
Dated this Day of 16th July, 2015

Ishwer Realty And Technologies Private Limited

GENERAL POWER OF ATTORNEY

9 & 12





COMPANY ON 27th JUNE, 2015

"RESOLVED THAT the Board do execute a General Power of Attorney in favour of Mr. Surinder Nijy and Mr. Maninder Chabra authorizing them to jointly and severally sign and execute inter-alia before the concerned sub-registrar of Assurances, the Application Form, Letter of Allotment, Agreement to Sell, Cancellation Deeds, Rectification Deeds and other ancillary documents in relation to the projects developed by the Company;

RESOLVED FURTHER THAT the draft of the General Power of Attorney titled before the meeting be and is hereby approved and Mr. Kamal Dhillon and Mr. Virend Chaudhary, directors of the Company be and are hereby severally authorized to sign and execute the same;

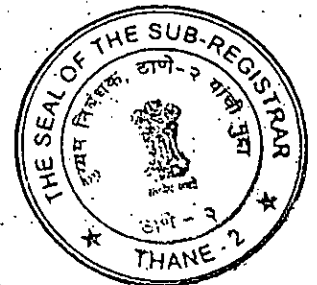
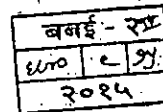
RESOLVED FURTHER THAT in accordance with the provisions of Section 21 of the Companies Act, 2013, the directors and Mr. Pankaj Shah, Authorized Signatory be and are hereby severally authorized to issue a "true copy" of this resolution to the concerned authorities / parties as may be necessary and they be requested to act thereon."

Certified True Copy
For Ishwar Realty And Technologies Private Limited

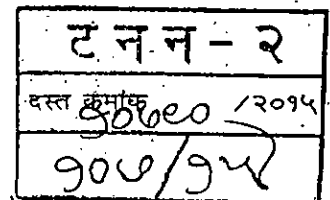
P. Anish

Director / Authorized Signatory

Date: 3rd July, 2015



Kagdi, 6/2/11, Floor-4, 170 Vardhaman Chandra, Corrugated Road, Nariman Point, Mumbai-400013
Tel: +91 22 23204400 Fax: +91 22 23204138
CIN No. U13200MH2012PTC031199



Handwritten signature/initials.

पृष्ठ - २४
SL/70 20 21



पत्र संख्या: ७४४२/७४४०/२०१६

आकार: ७४४०, रु. ००/-

संख्या: ७.०१४

प्रत्येक पृष्ठ: ७.०००/-

ड. वि. नं. ७. वि. ७४४२ को कार्यालय
नं. ७. ७४४० का दि. १३-०७-२०१६
प्रीति १२:४० न. नं. वा. इतर सेवा.

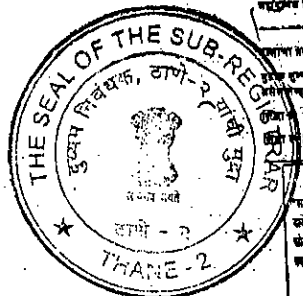
पत्र संख्या: ७४४२
पत्र संख्या: १३/०७/२०१६
आकार: ७४४०, रु. ००/-
प्रत्येक पृष्ठ: ७.०००/-

पत्र संख्या: ७. १००.००
पत्र संख्या: ७. ३००.००
पत्र संख्या: १६

पत्र संख्या: ४००.००

पत्र संख्या: ७. १००.००

पत्र संख्या: ७. ३००.००



पत्र संख्या: ७. १००.००
पत्र संख्या: ७. ३००.००
पत्र संख्या: १६

पत्र संख्या: १३/०७/२०१६ १२:३९:०१ PM की सेवा (आंतरिक)

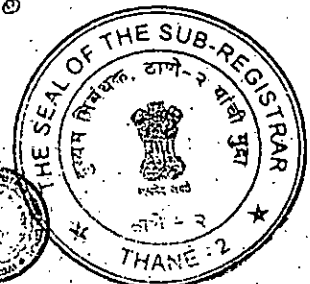
पत्र संख्या: १३/०७/२०१६ १२:४९:३२ PM की सेवा (प्रीति)

प्रतिज्ञापत्र

पत्र संख्या: ७. १००.००
पत्र संख्या: ७. ३००.००
पत्र संख्या: १६

iSarita v1.3.0

पत्र संख्या - २
वस्तु संख्या: ७४४०/२०१६
७०५/२०१६



Monday, July 13, 2015:
1:01 PM

नौदणी क्र. :39म
Regn.:39M

पावती.क.: 7860 दिनांक: 13/07/2015

गावाचे नाव: होवर परेत
दस्तऐवजाचा अनुक्रमांक: बबह-2-6841-2015
दस्तऐवजाचा प्रकार: स्थान पौढर ऑफ रॉटरी
सादर करणाऱ्याचे नाव: ईश्वर रिपमदी मॅम्बर टेक्नॉलॉजिस्ट प्रायव्हेट लिमिटेड, ठाणे
कुलमुद्रांत्वारं सुट्टेन नावः

मौद्रिकी फी. रु. 100.00

• २४० हाताळणीची फी	र. 240.00
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पृष्ठानि संख्याः १२

₹. 340.00

भाषणास मूळ दस्त 'प्रबोधन' चिट. मूली-२ व सीडी सवाले
1:12 PM ह्या वेळेस मिळाले.

०. **राष्ट्रिय निदेशक, मुंबई-२**

સાચાર મુલ્ય: ૬.૦ /-

मोक्षदा, ६.१/५

मदनेसै मुद्रांक शुल्क : रु. 500/-

सह-दय्यम-निबधक

मैयर्द शहर क्र. २

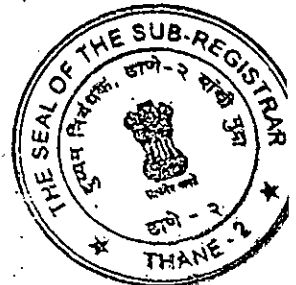
1) देयकाचा प्रकार By Cash. रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रकम: रु 240/-

NOT RECORDED

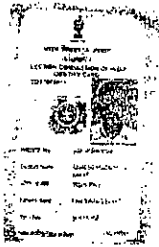


CHALLAN
GTR Form Number:



बजट - २९		
६७७	१	१२
२०१५		

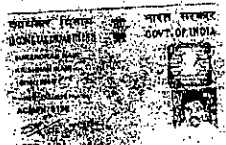
टनन-२
वस्तु क्रमांक २०७०/२०१५
१११/१२४



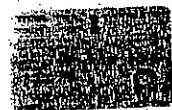
Witness



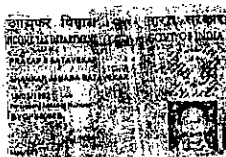
रजि - २
६०७ ६१५



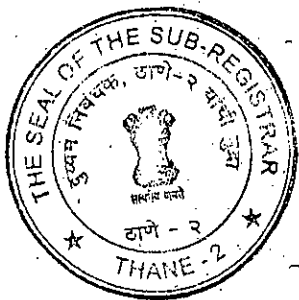
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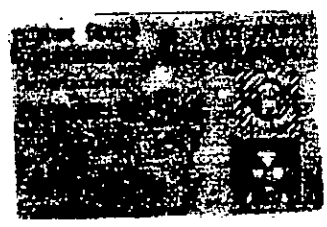
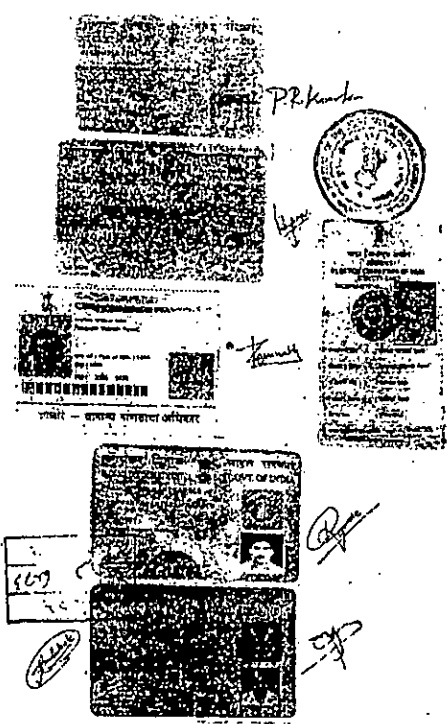


Witness



रजि - २
६०७ ६१५
००२/००२

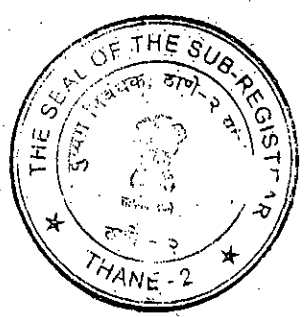
रजि - २
६०७ ६१५



बजई - २५
६-१ २ १५
२०१५

टनन-२
दस्तावेज क्रमांक ५०७७०/२०१५
११५/१२४

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टलन-२
दस्त कलाम १०/२०१५
११८/१५

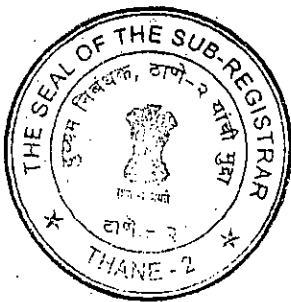


टनन-२
पत्ता क्रमांक १०८०/२०१५
११/१२

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टनन-२
दस्ता क्रमांक २०९५
१२/१२

74/10790

मंगळवार, 08 सप्टेंबर 2015 7:49

म.पू.

दस्त गोश्वारा भाग-1

टनन2

928/927

दस्त क्रमांक: 10790/2015

दस्त क्रमांक: टनन2 /10790/2015

बाजार मुल्य: रु. 65,83,500/- मोबदला: रु. 86,58,000/-

भरलेले मुद्रांक शुल्क: रु.5,19,500/-

दु. नि. सह. दु. नि. टनन2 यांचे कार्यालयात

पावती:16153

पावती दिनांक:

अ. क्र. 10790 वर दि.08-09-2015

08/09/2015

रोजी 7:47 म.पू. वा. हजर केला.

सादरकरणाचे नाव: मोहन कुमार कनकराज राव
रंगदाळे

नोंदणी फी

रु.

30000.00

दस्त हाताळणी फी

रु.

2480.00

पृष्ठांची संख्या: 124

दस्त हजर करणाऱ्याची सही:

एकुण: 32480.00

Joint Sub Registrar Thane 2

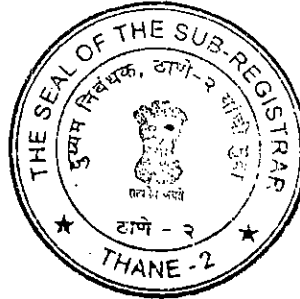
Joint Sub Registrar Thane 2

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिवका क्र. 1 08 / 09 / 2015 07 : 47 : 17 AM ची वेळ: (सादरीकरण)

शिवका क्र. 2 08 / 09 / 2015 07 : 47 : 47 AM ची वेळ: (फी)



- प्रतिज्ञा पत्र -

सदर दस्तऐवज नोंदणी कायदा १९०८ नियम १९११ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. वरतामधील संपूर्ण मजकूर निष्पक्ष अंमलबजावणीसाठी, साक्षीदार व सोबत जोडलेले कागदपत्रे दस्तावी सापत्ता कायदेशीर बाबी सही झालेल्या निष्पक्ष बाबती संपूर्णपणे जबाबदार आहेत. सदर दस्तऐवज दस्तऐवज राज्यशासन/केंद्रशासन यांच्या कोणत्याही अंगणा/विषय/परिपत्रक यांचे उल्लंघन होत नाही.

सिद्धन बेनार सही

सिद्धन बेनार सही



08/09/2015 8 06:31 AM

दस्त गोपवारा भाग-2

दनन2

दस्त क्रमांक:10790/2015

दस्त क्रमांक :दनन2/10790/2015

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	ध्यायाचित्र	अंगठ्याचा ठसा
1	नाव:मोहन कुमार कनकराज राव रंगदाळे पत्ता:प्लॉट नं: फ्लॅट 302, माळा नं: 3रा मजला बी विंग, इमारतीचे नाव: पूनम गॅलेक्सी विलिंग, ब्लॉक नं: भाईदर मुंबई, रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:ANUPR6238A	लिहून देणार वय :-45 स्वाक्षरी:-		
2	नाव:ईश्वर रियलटी अँड टेक्नॉलॉजिस्ट प्रा. लि. तर्फे कु. मु. सुरेन्द्र नायर तर्फे कु. मु. पंढरी केसरकर पत्ता:प्लॉट नं: 412, माळा नं: 4था मजला, इमारतीचे नाव: 17जी वर्धमान चेंबर, ब्लॉक नं: हॉर्निमन सर्कल,फोर्ट,मुंबई, रोड नं: कावसजी पटेल रोड, महाराष्ट्र, मुंबई. पॅन नंबर:AADCI0409D	लिहून देणार वय :-43 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:08 / 09 / 2015 08 : 04 : 04 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	ध्यायाचित्र	अंगठ्याचा ठसा
1	नाव:शैलेश मोरे - वय:27 पत्ता:तलावपाळी ठाणे-प पिन कोड:400602		
2	नाव:सुधीर के फाळके - वय:43 पत्ता:तलावपाळी ठाणे-प पिन कोड:400602		

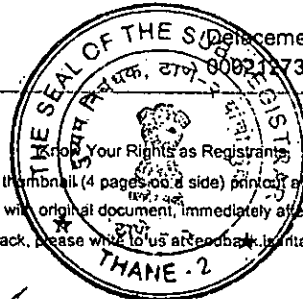
शिक्षा क्र.4 ची वेळ:08 / 09 / 2015 08 : 04 : 46 AM

शिक्षा क्र.5 ची वेळ:08 / 09 / 2015 08 : 05 : 05 AM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Thane 2

EPayment Details.

sr.	EPayment Number	Displacement Number
1	MH003373346201516S	0002127312201516



10790 /2015

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.

2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.la@nrt@gmail.com

पसह. दुय्यम निबंधक, ठाणे क्र.२

पसह. दुय्यम निबंधक, ठाणे क्र.२