[redacted] पावती Original/Duplicate

Tuesday,August 01 ,2017 नोंदणी क्रं. :39म

3:47 PM Regn.:39M

पावती क्रं.: 9793 दिनांक: 01/08/2017

गावाचे नाव: नाहूर

दस्तऐवजाचा अनुक्रमांक: करल1-7650-2017

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: एलअँडटी एशियन रिअल्टी प्रोजेक्ट एलएलपी तर्फे ऑथोराईज्ड सिग्नेटरी श्री.सुधीर गुरुराज कुलकर्णी - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2080.00
पृष्ठांची संख्या: 104	
एकूण:	रु. 32080.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:00 PM ह्या वेळेस मिळेल.

दु. निबंधक कुर्ला 1

बाजार मुल्य: रु.5514026000 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 276701300/-

सह दुय्यम निबंधक कुर्ला-१ (वर्ग-२)

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004045198201718M दिनांक: 01/08/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2080/-

मूळ दस्त व थमनेल प्रिन्ट मिळाली

Index-2(सूची - २)

03/08/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 1
दस्त क्रमांक : 7650/2017
नोंदणी :
Regn:63m

गावाचे नाव : **1) नाहूर**

(1)विलेखाचा प्रकार	विकसनकरारनामा
(2)मोबदला	0
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	5514026000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई म.न.पा. इतर वर्णन :, इतर माहिती: 92672.70 चौ. मीटरच्या जमिनीच्या क्षेत्रावर जॉईट डेव्हलपमेंट करिता 211000 चौ. मीटर क्षेत्रफळ सीटीएस नं. 706/ब/अ क्षेत्रफळ 5170.60 चौ.मी.,सीटीएस नं. 706/ब/ब(पार्ट)क्षेत्रफळ 36981.80 चौ.मी.,सीटीएस नं. 706/ब/क क्षेत्रफळ 750 चौ. मी.,मीटीएस नं. 706/ब/ड(पार्ट)क्षेत्रफळ 20920.90 चौ.मी.,सीटीएस नं. 706/ब/इ क्षेत्रफळ 5274.90 चौ.मी.,सीटीएस नं. 706/ब/फ क्षेत्रफळ 10657.80 चौ.मी.,सीटीएस नं. 706/ब/ग क्षेत्रफळ 646 चौ.मी.,सीटीएस नं. 706/ब/ह क्षेत्रफळ 1715.10 चौ.मी.,सीटीएस नं. 706/ब/ज क्षेत्रफळ 2357.50 चौ.मी.,सीटीएस नं. 710अ(पार्ट)क्षेत्रफळ 5705.20 चौ.मी.,सीटीएस नं. 712 अ क्षेत्रफळ 1273.50 चौ.मी.,सीटीएस नं. 723 क्षेत्रफळ 1219.40 चौ.मी.,मौजे नाहूर,तालुका कुर्ला,मुंबई उपनगर जिल्हा,मुद्रांक जिल्हाधिकारी कुर्ला यांनी अभिनिर्णित केलेला दस्त क्रमांक एडीजे/1100901/691/17/के दिनांक 31/07/2017,भरलेले मुद्रांक शुल्क रु. 27,67,01,300/-((C.T.S. Number : 706/ B/A, 706/ B/B(part), 706/ B/C, 706/B/D(part), 706/B/E, 706/B/F, 706/B/G, 706 B/H, 706 B/J, 710A(part), 712A, 723 ;))
(5) क्षेत्रफळ	1) 211000 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-निर्मल लाईफस्टाईल डेव्हलपर्स प्रायव्हेट लिमिटेड चे संचालक श्री. धर्मेश जैन - - वय:-50; पत्ता:--, -, निर्मल लाईफस्टाईल, मुलुंड (पश्चिम), मुंबई , एल.बी.एस. मार्ग, मुलुंड ड्रु रोड, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400080 पॅन नं:-AACCN7366D
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एलअँडटी एशियन रिअल्टी प्रोजेक्ट एलएलपी तर्फे ऑथोराईज्ड सिग्नेटरी श्री.सुधीर गुरुराज कुलकर्णी - - वय:-60; पत्ता:--, -, एलअँडटी हाऊस, बॅलार्ड ईस्टेट, मुंबई , -, वाळालाटे, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400001 पॅन नं:-AAEFL7465N
(9) दस्तऐवज करुन दिल्याचा दिनांक	31/07/2017
(10)दस्त नोंदणी केल्याचा दिनांक	01/08/2017
(11)अनुक्रमांक,खंड व पृष्ठ	7650/2017
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	276701300
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

खरी प्रत

iSarita v1.5.9

सह. दुय्यम निबंधक, कुर्ला- १
मुंबई उपनगर जिल्हा

Index-2(सूची - २)

मुल्यांकनासाठी विचारात घेतलेला तपशील:- :	
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सन परिपत्रक क्रमांक.२०००/९४/प्र.क्र.२५/म-१, दि. २४/३/२०००.
नी.म.नि.व मु.नि., पुणे यांचे पत्र क्र.का-३/ संगणक/ मुद्रांक पावती दुरुस्ती /०६/३९९, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
Office.: COLLECTOR OF STAMP (KURLA), NEW ADMINISTRATIVE BUILDING, GROUND FLOOR, RAMKRISHNA CHEMBURKAR MARG, MUMBAI - 400 071.

COLLECTOR OF STAMPS, KURLA

B 060321

CNT-1 ADJ- 691 13/Jnn/2017

RECEIPT FOR PAYMENT TO GOVERNMENT NOT TRANSFERABLE

NIRMAL LIFESTYLES DEVELOPERS PVT. LTD

Receipt No.: ADJ FEE Receipt Date :

Received From :

On Account of :

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs)
CASH				करल - १	Rs.100
				७४५० 3 १९०	
				२०१७	

ADJ/1100901/691/17/K

DELIVERED

Case No.:

Lot No.: Lot Date : Total D.O.:

Sr. No.	Description of Stamp	Quantity	Denomination	Amount

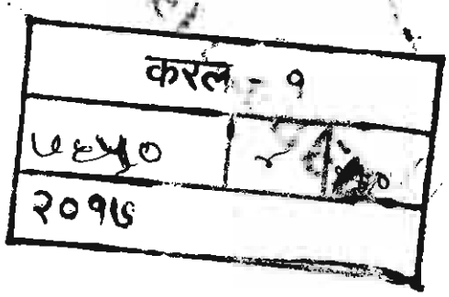
THE SEAL OF THE SUB REGISTRAR KURLA-1 ★ उपनिबंधक कुर्ला-१ यांची मुद्रा ★ मुंबई उपनगर जिल्हा (बांद्रा) ★ MUMBAI SUBURBAN DIST. (BANDRA)

Rs. 100.00 ONE HUNDRED ONLY Total MUMBAI MORE

Rs. Rupees :

FOR COLLECTOR OF STAMPS, KURLA
NEW ADM. BLDG. Signature / Designation MUMBAI - 71

Cashier / Accountant


करल - १
८६५०
२०१८


THE SEAL OF THE SUB REGISTRAR KURLA
MUMBAI SUBURBAN DIST. (BANDRA)

करल - १

५६५७	१	१९०
२०१७		

CHALLAN
MTR Form Number-6

GRN	MH004045198201718M	**BARCODE**		**Date** 31/07/2017-14:12:24	**Form ID**

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fees Ordinary Collections IGR	**TAX ID (If Any)**	
		PAN No.(If Applicable)	
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1	**Full Name**	L AND T ASIAN REALTY PROJECT LLP
Location	MUMBAI		
Year	2017-2018 One Time	**Flat/Block No.**	AREA 211000 SQ. MTRS.
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030063301 Amount of Tax	30000.00	**Road/Street**	VILLAGE NAHUR
		Area/Locality	TALUKA KURLA
		Town/City/District	
		PIN	4 0 0 0 0 8 0
		Remarks (If Any)	PAN2=~PN=NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED~CA=
Total	30,000.00	**Amount In Words**	Thirty Thousand Rupees Only
Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**	

DEFACED ₹30000.00 DEFACED

THE SEAL OF THE SUB REGISTRAR KURLA-1 निबंधक कुर्ला

Cheque-DD Details		Bank CIN	Ref. No.	691033320170731132[illegible]
Cheque/DD No.		Bank Date	RBI Date	31/07/2017-15:17:59 Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK
Name of Branch		Scroll No. , Date		100 , 01/08/2017

Mobile No. : 9336816222

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-369-7650	0002274137201718	01/08/2017-15:44:29	IGR197	30000.00
			Total Defacement Amount		**30,000.00**

Print Date 01-08-2017 03:44:31

CHALLAN

MTR Form Number-6

GRN	MH004045198201718M	BARCODE		Date	31/07/2017-14:12:24	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fees Ordinary Collections IGR	**TAX ID (If Any)**	
		PAN No.(If Applicable)	
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1	**Full Name**	L AND T ASIAN REALTY PROJECT LLP
Location	MUMBAI		
Year	2017-2018 One Time	**Flat/Block No.**	AREA 211000 SQ. MTRS.
		Premises/Building	
Account Head Details	**Amount In Rs.**	**Road/Street**	VILLAGE NAHUR
0030063301 Amount of Tax	30000.00	**Area/Locality**	TALUKA KURLA
		Town/City/District	
		PIN	4 0 0 0 8 0
		Remarks (If Any)	
		PAN2=~PN=NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED~CA=	
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

करल - १

५६५० | २ | १९७

२०१७

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**		
Cheque-DD Details		Bank CIN	Ref. No.	691033320170731134261
Cheque/DD No.		Bank Date	RBI Date	31/07/2017-15:17:58
Name of Bank		Bank-Branch		IDBI BANK
Name of Branch		Scroll No. , Date		Not Verified with Scroll

THE SUB REGISTRAR KURLA-1 MUMBAI-400 070

Mobile No. 9833616222

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Print Date 31-07-2017 07:03:39

करत - १

७४५० | ५ | १९०

२०१७

महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी कुर्ला यांचे कार्यालय यांचे कार्यालय,

तळमजला, नविन प्रशासकीय इमारत,

आर. सी. मार्ग, चेंबुर, मुंबई -७१.

जा. क्र./अभि/अं.आदेश/ २७८१/१७ दिनांक ३१/०७/१७

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

निर्णय

उपरोक्त प्रकरण क्रमांक **ADJ/1100901/691/17/K** सह.अन्वये पक्षकार **L & T ASIAN REALTY PROJECT LLP** यांनी दिनांक **13/06/2017** रोजी **JOINT DEVELOPMENT AGREEMENT** चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालीलप्रमाणे

संलेखाचा निष्पादन दिनांक	**UNEXECUTED**
संलेखाचा प्रकार	**JOINT DEVELOPMENT AGREEMENT**
संलेख लिहून देणार	**NIRMAL LIFESTYLE DEVELOPERS PVT. LTD.**
संलेख लिहून घेणार	**L & T ASIAN REALTY PROJECT LLP**
संलेखातील मिळकतीचे वर्णन	**PARCEL OF LAND WITH STRUCTURE, CTS NO. 706,B/F(pt), 706B/J, 706B/G, VILLAGE NAHUR, TQ- KURLA**
क्षेत्रफळ	**211000 SQ MTRS FOR JOINT DEVELOPMENT ON LAND AREA OF 92672.70 SQ MTRS**
मोबदला	**NIL**

उपरोल्लेखीत संलेखातील मालमत्ता सन २०१७-२०१८ करिताचे बाजारमुल्य मुबंई प्रदेश (मालमत्तेचे वास्तव बाजारमुल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालिका क्षेत्रासाठी प्रचलीत असलेली विकास नियंत्रक नियमावाली आणि बाजारमुल्य दरतत्क्यातील मार्गदर्शक सुचना व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्री पुरावे पुरावे विचारात घेऊन **RS. 5514026000 + 40 CRORE MORTGAGE/-**इतके बाजारमुल्य निश्चीत करण्यात आले असुन त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मद्रांक शुल्क व दंड देय आहे.

M.V.	ARTICLE	St. Duty	PAID S.D.	BAL S.D.PAID	PENALTY PAID
Rs 5514026000 + 40 CRORE MORTGAGE/-	**5(g-a), 40(b)**	**Rs 276701300/-**	**Rs NIL/-**	**RS. 276701300/-**	**Rs NIL/-**

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहीतीच्या आधारे खालील प्रमाणे अंतिम आदेश पारीत करीत आहे.

अंतिम आदेश

१.अभिनिर्णयाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद **5(g-a), 40(b)** नुसार मुद्रांक शुल्क **276701300/-** देय असल्याबाबत जा.क्रं. **2712/28/07/2017** अन्वये अंतरिम आदेश पारीत करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्क व दंडाचा भरणा कोणत्याही आक्षेपाविना पक्षकारांनी **31/07/2017** रोजी पावती क्र/**MH004043923201718M** द्वारे भरणा केला असल्याने **2712/28/07/2017** रोजीची अंतरिम आदेश हा अंतिम आदेश म्हणुन कायम करण्यात येत आहे.

मुद्रांक जिल्हाधिकारी कुर्ला

(श्री. दत्तु नवले)

मुद्रांक जिल्हाधिकारी, कुर्ला

प्रती.

1.L & T ASIAN REALTY PROJECT LLP

2. SUB-REGISTRAR, KURLA-1,2,3,4.5

(सदर दस्तासोबत अंतिम आदेश, मुल्याकंन अहवाल व चलन या शिवाय १ ते ५३ पृष्ठ जोडले आहेत.)

करल - १		
७६५०	६	५१०
२०१७		





करल - १

७६५०	७	२१०

CHALLAN
MTR Form Number-6

GRN	MH004043923201718M	BARCODE		Date	31/07/2017-13:57:36	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	CSK_COLLECTOR OF STAMPS KURLA	Full Name	L AND T ASIAN REALTY PROJECT LLP
Location	MUMBAI		
Year	2017-2018 One Time	Flat/Block No.	AREA FOR DEVELOPMENT 211000 SQ. MTRS.
		Premises/Building	
		Road/Street	VILLAGE NAHUR
		Area/Locality	TALUKA KURLA MUMBAI
		Town/City/District	
		PIN	4 0 0 0 8 0
		Remarks (If Any)	ADJ/1100901/691/17/K
		Amount In Words	Twenty Seven Crore Sixty Seven Lakh One Thousand Three Hundred Rupees Only

Account Head Details	Amount In Rs.
0030050801 Amount of Tax	276701300.00
Total	27,67,01,300.00

DEFACED ₹276701300.00 DEFACED

THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN DIST. (BANDRA)

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332017073114458	131297977
Cheque/DD No.		Bank Date	RBI Date	31/07/2017-16:45:48	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9336816222

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदरचलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	ADJ/1100901/691/17/K	0002254778201718	31/07/2017-17:14:53	IGR241	276701300.00
			Total Defacament Amount		27,67,01,300.00

Print Date 31-07-2017 05:14:59

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GRN No:- MH004043923201718 M Dated: 31/07/2017

Defaced No: 00022547782017 18 Dated : 31/07/2017

MV = 55,49,26,000/-

Area For Joint Development 2,11,000/- Sq Mtr.
On Land Area of 92672. 70 Sq.mtrs

Certificate u/s. 32 (1)of the Bombay Stamp Act, 1958
Office of the
Collector of stamps, Kurla
ADJ No. ADJ1100901691717K/690/17
Date: 31/07/2017

Received from shri L&T Asian Realty Project LLP.
Residing at Mumbai.
Stamp duty of Rs.(27670300/-) Twenty Seven Crores Sixty Seven Lakh One thousand three Hundred only
Vide challan No. Dated 31/07/2017
Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs.(27670300/-) Twenty Seven Crores Sixty Seven Lakh One thousand three Hundred only
With Which this instrument is chargeable Has been paid u/article No. 5(g-a), 40(b) Of Schedule
This Certificate is subject to the provisions Of section 53-A of Bombay Stamp Act, 1958
Place Kurla
Date 31/07/17
Collector/Dy.Collector Kurla

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THE SEAL OF THE SUB REGISTRAR KURLA 4 ★ MUMBAI SUBURBAN DIST. (MAHARASHTRA)

ADJUDICATION FEE 100/- PAID

हे प्रमाणपत्र "मुंबई मुद्रांक अधिनियम १९५८ अन्वये अंतर्गत नियमानुसार निर्गमित केलेले आहे. सदर प्रमाणपत्र केवळ मुद्रांक शुल्काच्या प्रयोजनार्थ आहे. मुद्रांक अधिनियम १९०८ च्या अधिकारांतर्गत वसूली मुद्रांक मौजणी अधिकारी दस्त नोंदणीची कार्यवाही करतील."

L&T ASIAN REALTY PROJECT LLP ★ MUMBAI

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT("JDA/Agreement") made at Mumbai this 31st day of JULY 2017.

BETWEEN

NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED, a private limited company registered under the Companies Act, 1956, having its registered office at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai- 400 080(PAN - AACCN7366D),hereinafter called **"NIRMAL"** (which expression shall, unless it be repugnant to the context or the meaning thereof, shall mean and include its successors and assigns) of the **ONE PART;**

NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED

AND

L&T ASIAN REALTY PROJECT LLP ★ MUMBAI

L&TASIAN REALTY PROJECT LLP,alimited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at L & T House, Ballard Estate, Mumbai – 400 001 (PAN- AAEFL3465N),hereinafter called **"L&T LLP"** (which expression shall, unless it be repugnant to the context or the meaning thereof,shallmean and include the partner or partners for the time being of the said LLP, the survivors or survivor of them and the heirs, executors and administrators of such surviving partner) of the **OTHER PART.**

NIRMALand L&T LLP are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS: -

A. NIRMALis absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land bearing CTS. No. 706 B/A, CTS. No. 706 B/B, CTS. No. 706 B/C, CTS. No. 706 B/D, CTS. No. 706 B/E, CTS. No. 706 B/F, CTS. No. 706 B/G, CTS. No. 706 B/H,CTS. No. 706 B/J, CTS No. 710A ,CTS. No. 712A ,CTS. No. 723, CTS No.762A and CTS No.763A, admeasuring in the aggregate about 104330.30 sq. mtrs. situate, lying and being at Village Nahur, TalukaKurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District (hereinafter referred to as the "**said Properties**" and more particularly described in the **First Schedule** hereunder written, which have been delineated and depicted on the Plan annexed hereto at **ANNEXURE "A"** in bluecolour, comprising of Serial Nos. 1, 2, 3, 4 and 5 as marked on the said Plan), by virtue of the following:

a. By and under the Deed of Conveyance dated 31st July 2017, registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-1/7648/2017 executed by and between Housing Development And Infrastructure Limited (formerly known as Housing Development and Improvement India Private Limited) (therein referred to as the "Vendor"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as NIRMAL herein), the Vendor granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Vendor in a portion of the said Properties bearing CTS. Nos. 706 B/A (part), 706 B/B (part), 706 B/C, 706 B/D (part), 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/Jadmeasuring approximately 62,000 sq. mtrs., at and for the consideration and upon the terms and conditions more particularly set out there under;

b. By and under the Deed of Conveyance dated 31st July, 2017registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-1/7645/2017executed by and between (1) Smt. KrishnabaiBhiwaUlvekar (2) Shri. RameshdeoBhiwaUlvekar (3) Smt. ShaliniRameshdeoUlvekar (4) Shri. OmprakashBhiwaUlvekar (5) Smt. MinakshiOmprakashUlvekar (6) Shri. LaxmikantBhiwaUlvekar (7) Smt. ShardaLaxmikantUlvekar (8) Smt. RekhaPrabhakarPatil (9) Smt. KusumVinayak Joshi (10) Smt. ChhayaKishanMhatre and (11) Smt. HemlataShivshankarPatil (therein referred to as the "Owners"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as NIRMAL herein), the Owners granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and

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assignment in favourof the Purchaser of, all the ownership, right, title and interest of the Owners in a portion of the said Properties being all that piece or parcel of land or ground bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. CTS No. 718 (part) which corresponds with New CTS No. 706B/D (part), admeasuring 1089 sq. mtrs. or thereabouts situate, lying and being at Village Nahur, TalukaKurla, Registration Sub-District Kurla and Registration District Mumbai Suburban, at and for the consideration and upon the terms and conditions more particularly set out there under;

c. By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-1/7644/2017 executed by and between KishoreJSheth, being the last surviving executor and trustee appointed under the last will and testament dated 4th September, 1980 of late JaysukhlalDahyalalZaveri, (therein referred to as the "First Vendor"), Ashok ShantilalZaveri and Narendra B Zaveri, being the last two surviving executors and trustees appointed under the last will and testament dated 7th September, 1978 of late ShantilalZaveri, therein collectively referred to as the "Second Vendor") (hereinafter collectively referred to as the "Vendors"), M/s. Rose Enterprises (therein referred to as the "Confirming Party 1"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party 2") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as NIRMAL herein), the Vendors have sold, transferred and conveyed to the Purchaser all ownership, right, title and interest of the Vendors under the said registered Agreement dated 16th July, 1980 made between the Vendors and M/s. Zaveri Enterprises as also under the Agreement dated 19th October, 1994 made between M/s. Zaveri Enterprises and M/s. Rose Enterprises, in respect of a portion of the said Properties bearing CTS No. 710 A (part) and 712 A (part) admeasuring approximately 5806 sq. mtrs., and the Confirming Parties have confirmed the same, at and for the consideration and on the terms and conditions mentioned therein;

d. By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL-1/7647/2017 executed by and between Nirmal Lifestyle Limited (therein referred to as the "Vendor") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as NIRMAL herein), the Vendor has sold, transferred and conveyed in favour of the Purchaser, all ownership, right, title and interest of the Vendor in respect of a portion of the said Properties being all that piece or parcel of land bearing Survey No. 67 (part) corresponding to CTS. No. 723 admeasuring approximately 1219.4 sq. mtrs. at and for the consideration and on such terms and conditions specified therein. NIRMAL has represented that Writ Petition No. 10610/2016 filed by Mr. Haji Z. Hukumallah against Nirmal Lifestyle Limited, is pending before the Bombay High Court and NIRMAL shall ensure that there is no adverse order passed in the said Writ Petition;

e. In respect of the balance portion of the said Properties admeasuring approximately 31,525 sq. mtrs. and bearing CTS. Nos. 706 B/A (part), 706 B/B (part) and 706 B/D (part), NIRMAL has derived title as follows:

i. By and under a Deed of Conveyance dated 7th December, 1965 executed between the owners, namely (1) RatanseyKarsandas and 3 others, being executors and executrix of the will of MathuradasVasanji,

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(2) PratapsinhShoorjiVallabhdas and 2 others, being the proving surviving executors and executrix of the will of ShoorjiVallabhdas and (3) BhanjiKhhorji and 9 others being heirs and legal representatives of ShivjiRaghavji being the owners of properties known as "Bhandup Estate" (therein called "the Owners") and KalicharanLalchandMehra, OmprakashLalchandMehra, NandakishoreLalchandMehra and JugalkishoreMehra, (therein called "the Purchasers") and registered with the office of the Sub-Registrar of Assurances at Bandra on 1st February, 1966 under Serial No. 2556/1965 of Book No. 1, the Owners conveyed, granted and transferred the property situate, lying and being at Nahur, being Survey Nos. 52/9 (Part), 52/13 (Part), 54 (Part), 56 (Part), 64 (Part), 65 (Part), 66 (Part), 69 (Part), 70 (Part) and 71 (Part) admeasuring in aggregate 34,845 sq. yards or thereabouts to the Purchaser therein. In pursuance thereof, the said KalicharanLalchandMehra and others became the owners of the said property.It appears that OmprakashMehra and others agreed to sell the said property admeasuring 34,845 sq. yards equivalent to 29,134.94 sq. mtrs. ToHarishchandraYeshwantPotkar and others under an unregistered Development cum Sale Agreement. The said HarishchandraYeshwantPotkar and others (Plaintiff Nos. 1 to 3) filed a suit being Suit No. 176 of 1981 in the High Court of Judicature at Bombay against the said OmprakashMehra and others for specific performance of the Development cum Sale Agreement. During the pendency of this Suit the Plaintiff Nos. 1 to 3 executed a Deed of Assignment dated 6th September, 1985 in favour of M/s. Mayank Enterprises for the assignment of their right, title and interest of respect of the said Development cum Sale Agreement in favour of M/s. Mayank Enterprises. Thereafter, the Suit was amended and M/s. Mayank Enterprises was impleaded as Plaintiff No. 4. Pending the said Suit, KallcharanMehra and OmprakashMehra expired on 26th May, 1982 and 16th January, 1986 respectively and thereafter the names of their respective legal heirs were brought on record as defendants in the said Suit. The Consent Decree dated 26th August, 1986 was passed in the said suit whereby land admeasuring 29,134.94 sq. mtrs. equivalent to 34,845 sq. yards was transferred and conveyed in favour of M/s. Mayank Enterprises. The said Consent Decree dated 26th August, 1986 was lodged for registration under Serial No. 2877/1996 on 1st August, 1996 and has been registered with the office of the Sub-Registrar of Assurances under Serial No. 11341/1996.It appears that one (i) Mr. DwarkanathPandurangBhoir and (ii) KamlakarGanpatBhoir (the Plaintiffs therein) filed a suit being S.C. Suit No. 2462 of 1982 before the Hon'ble City Civil Court, Mumbai against the said KalicharanLalchandMehra and 5 others in respect of the suit property therein i.e. admeasuring 2420 sq. yrds. equivalent to 2023.42 sq. mtrs., being a portion of the said Properties belonging to KalicharanMehra and 4 others. The said M/s. Mayank Enterprises was joined as a Defendant No.6. The Parties executed Consent Terms dated 13th January, 1994 whereunder, the Plaintiffs handed over vacant and peaceful possession of the land admeasuring 860 sq. yards. out of Survey No. 70 (part) to M/s. Mayank Enterprises as shown on the plan annexed thereto and the suit was disposed of in terms thereof. The Plaintiff also declared that they shall not claim any right of whatsoever nature over the suit property admeasuring 2420 sq. yards and/or any other portion of the land

belonging to (i) KalicharanLalchandMehra; (ii) OmPrakashLalchandMehra; (iii) NandkishoreLalchandMehra and (iv) JugalkishorLalchandMehra (the Defendant Nos. 1 to 4) purchased by them under the Deed of Conveyance dated 7th December, 1965.

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ii. The adjoining properties were owned by M/s. BadridasGauridatt Private Limited and there were certain disputes as to boundaries and possession of certain properties between M/s. Mayank Enterprises and BadridasGauridatt Private Limited. By a Deed of Exchange dated 28th March, 1994 registered in the Office of the Sub- Registrar at Serial No. 1673/1994 made between BadridasGauridatt Private Limited as the Party of the One Part and the heirs of OmprakashMehra and others as the Confirming Party and M/s. Mayank Enterprises as the Party of the Other Part, the property described in the first schedule there under was transferred in exchange to M/s. Mayank Enterprises and the property described in second schedule there under was transferred in exchange to BadridasGauridatt Private Limited. Further, BadridasGauridatt Private Limited gave up the possession of the property described in the third schedule there under. The properties that came to be conveyed in favour of M/s. Mayank Enterprises under the said Deed are as follows: all that piece and parcel of land or ground situate lying and being at Village Nahur, Mulund (West) bearing Survey No. 64 (part) CTS. No. 762 (part) admeasuring 470.30 sq. mtrs. or thereabouts, Survey No. 64 (part) admeasuring about 348.67 sq. mtrs., Survey No. 65 (part) admeasuring 604.83 sq. mtrs., Survey No. 66 (part) admeasuring about 346.93 sq. mtrs., all3 plots bearing CTS. No. 719 (part) and in all admeasuring 1300.43 sq. mtrs. or thereabout and Survey No. 64 (part), CTS. No. 762 (part) admeasuring about 159.37 sq. mtrs. Further, under the said Deed of Exchange, BadridasGauridatt Private Limited declared that they had removed themselves from the following properties and have handed over the same to M/s. Mayank Enterprises, without claiming any right, title and interest in the said properties as and by way of adverse possession or otherwise and further declared and stated that the said properties belong to M/s. Mayank Enterprises and shall remain in possession of M/s. Mayank Enterprises.

iii. Subsequently, Mayank Enterprises (partnership firm) was converted into a private limited company in accordance with the provisions of Part IX of the Companies Act, 1956 and by reason of such conversion, all properties owned by Mayank Enterprises, including inter alia, the said portion of the said Properties admeasuring approximately 31,525 sq. mtrs. came to be vested absolutely in Nirmal Lifestyle Developers Private Limited i.e. NIRMAL herein;

B. NIRMAL has obtained the following approvals and permissions till date in respect of the said Properties:

a. In pursuance of a statement filed under section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1976, ("**ULC Act**") by one Mr. NandkishoreMehra and Mr. OmprakashMehra as the original owners of a portion of the said Properties, the Additional Collector and Competent Authority passed an order dated 19th July, 1988, under section 8(4) of the ULC Act. An application was made for revision of the said order and the Additional Collector and Competent Authority (ULC), vide

ASIAN REALTY PROJECT LLP MUMBAI

NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED

the Order dated 16th May, 1995 bearing No. C/ULC/6 (1)/SR-XII/556/506/SR-III-560 revised the earlier order passed under section 8(4) of the ULC Act and permitted retention of certain lands specified therein and to develop the same for residential purpose;

b. Intimation of Disapproval ("**IOD**") bearing Ref. No.CE/4236/BPES/AT dated 30th December, 1995has been issued in respect of Building No. 1 which has now been constructed on a portion of the said Properties and other amalgamated plots and Commencement Certificate bearing Ref. No. CF/4235/BPES/AT dated 13thMay, 1996 has been issued in respect of Building No. 1. The Commencement Certificate has been validated from time to time and full Commencement Certificate has been granted on 27th September, 2002. Two buildings namely TakshashilaandKalingaof Building No.1 and Building No.2 respectivelyare already constructed thereon;

c. The Office of the Collector, Bombay Suburban District has, vide its order bearing Ref. No. C/Desk-VII-A/LND/NAP/SR-5418 dated 5thJune, 1996, granted N.A. permission in respect of a portion of the said Properties for residential purposes on the terms and conditions specified therein;

d. ULC order dated 16th July, 1999, has been issued by way of corrigendum to the order under section 8(4) of the ULC Act as stated above and subsequent corrigendum dated 6th May, 1995, has been issued in respect of reduction in R.G. reservation area and retainable land and increase in the developable area;

e. By an order bearing No. C/ULC/D-V-6(I)SR-V-978.XXV-106 dated 25th November, 2004, fresh ULC permission (General NOC) under the ULC Act has been granted for the development of a portion of the said Properties admeasuring 37,[illegible]3 sq. mtrs.;

f. By and under two Intimations of Disapproval (IODs)bearing No. CE/4812/BPES/AT and No. CE/4813/BPES/AT respectively, both dated 1stJanuary, 2005, the Executive Engineer (Building Proposals), Eastern Suburbs of the Municipal Corporation of Greater Mumbai ("**MCGM**")has permitted construction of residential/commercial buildings upon a portion of the said Properties on the terms and conditions specified therein and Nirmal Lifestyle Limited has subsequently made an application for amendment of plans for construction of residential/ commercial building/s thereon;

g. Environmental Clearance dated 29thDecember, 2006 has been issued by the I.A. Division of the Ministry of Environment and Forests, for construction of proposed commercial complex at CTS Nos. 706, 709, 710 (pt.), 711 to 714, 716 to 720, 722, 724, 724/1 to 10, 730/A to E, 762 and 762 (pt.) of Village Nahur, Mulund (West), subject to the compliance with EMP and other stipulated conditions;

h. The office of Collector, Mumbai Suburban District, vide its order bearing Ref. No. C/Desk- II D/LND/NAP/SRK-1077 dated 7thJune, 2007, granted N.A. permission in respect of the portion of the said Properties admeasuring 14,187.16 sq. mtrs. to use the lands as per the plans approved by the MCGM and on the terms and conditions specified therein;

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i. IOD bearing Ref. No. CE/4813/BPES/AT dated 10th August, 2006 has been issued approving the plans for construction to be carried out on a portion of the said Properties admeasuring 12,930.62sq. mtrs.;

j. The MCGM, vide its letter dated 7th September, 2010, issued DP Remarks in respect of a portion of the said Properties showing thesaid Properties falling under residential zone and special industrial zone subject to certain reservations;

k. IOD bearing Ref. No. CE/4813/BPES/AT dated 9th October, 2014 has been issued by the MCGM in respect of the proposed residential Building No. 3 (Wings A, B, C and D) to be constructed on the Project Land;

C. NIRMAL has availed a loan against security of the said Properties/a portion of the said Properties from Green Maiden A 2013 Trust, Kotak Investment Advisors Limited and INQ Holding LLC of Rs. 260,00,00,000/- (Rupees Two Hundred Sixty Crores only) and presently the statement of amount borrowed and interest amount due and payable as on the date of execution of this JDA is Rs. 400,00,00,000/- (Rupees Four Hundred Crores only);

D. The Parties further agree and acknowledge that the said Properties shall be sub-divided after the execution of this Agreement, such that another portion of the said Properties admeasuring in aggregate about 11,657.60 sq. mtrs. (including the two buildings namely Takshashila and Kalinga of Building No.1 and Building No.2 respectively, unbuildable plot occupied by slum, open land adjoining the bungalow and part open land near RG plot (which are already constructed thereon)bearing CTS. No. 706/B/B (part) and CTS 706/ B/D (part), CTS No. 710A (part), CTS Nos. 762A and 763A (hereinafter referred to as the "**said Excluded Property**" and more particularly described in the **Second Schedule** hereunder written, which has been delineated and depicted on the Plan annexed hereto as **ANNEXURE "A"** in green colour and individually marked as Serial No. 5 on the said Plan) shall be separated from the rest of the said Properties (marked as Serial Nos. 1, 2, 3 and 4 on the said Plan at Annexure A);

E. The Parties have agreed to undertake development and construction on the part of the property admeasuring 92,672.70sq. mtrs. bearing CTS Nos. 706/ B/A, CTS. No. 706/ B/B(part), CTS. No. 706/ B/C, CTS. No. 706/B/D (part), CTS. No. 706/B/E, CTS 706/B/F, CTS 706/B/G, CTS 706 B/H, CTS 706 B/J, CTS No. 710A (part), CTS. No. 712A, CTS. No. 723, of Village Nahur, TalukaKurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban i.e. the said Properties excluding the area of the said Excluded Property (which property to be developed shall be hereinafter referred to as **"the Project Land"** and more particularly described in the **Third Schedule** hereunder written, which has been delineated and depicted on the plan annexed hereto as **ANNEXURE "A"** in red colour and marked as Serial Nos. 1, 2 and 3 collectively on the said Plan), in the manner and on the terms and conditions mentioned herein (hereinafter referred to as the said "**Project**", which shall include the development of the Project Land including construction thereon of one or more building/s in accordance with the plans sanctioned by the concerned authorities, and the sale or other transfer or disposal of Premises), as defined hereinafter, in accordance with this Agreement and Applicable Law (as defined hereinafter);

The Parties agree and acknowledge that a shopping mall and /or commercial structure and /or multilevel car parking level not exceeding 30 mts. of above ground level to be constructed on the Project Land (hereinafter referred to as the "**Proposed Shopping**

is proposed to be constructed upon a portion of the said Project Land admeasuring 55,111 sq. mtrs(If developed as per Annexure D)of FSI area (excluding fungible FSI)and the same shall be available for ingress and egress to the owners, users, occupants, visitors and/or their servants, agents and/or representatives of the Proposed Shopping Mall (hereinafter referred to as the "**Proposed Shopping Mall Property**" and more particularly described in the **Fourth Schedule** hereunder written, which has been delineated and depicted on the Plan annexed hereto as **ANNEXURE "A"** in grey colour and marked as Serial No. 1 on the said Plan);

G. The Parties also acknowledge and agree that there is one more portion of the said Properties ,being a land parcel admeasuring about 9469.10 sq. mtrs. Bearing CTS No.706/B/F (part), CTS No. 706/B/J, CTSNo. 706/B/G and CTS 706 B/H (hereinafter referred to as the "**said Sector II Property**" and more particularly described in the **Fifth Schedule** hereunder written, which has been delineated and depicted on the Plan annexed hereto as **ANNEXURE "A"** in brown colour and individually marked as Serial No. 4 on the said Plan). It has been agreed between the Parties that the Sector II Property shall be excluded from the Project Land, when the DP 2034 or any other regulations under the Applicable Laws are brought in force, which gives FSI beyond 2,11,000 sq. mtrs. as agreed herein;

H. NIRMAL has obtained and provided L&T LLP, the Title Certificate dated 31st July, 2017 from MDP & Partners, Advocate & Solicitors, in respect of the land parcels bearing CTS Nos. 706B/A, 706 B/B, 706 B/C, 706 B/D, 706 B/E, 706 B/F, 706 B/G, 706 B/H, 706 B/J, 710A (part), 712A (part), 723 admeasuring in aggregate 1,01,139.4 sq. mtrs., which includes the Project Land;

I. NIRMAL has obtained (i) a no objection certificate from IDBI Trusteeship Services Limited as a debenture trustee for and on behalf of the debenture holders i.e. Green Maiden A 2013 Trust, Kotak Investment Advisors Limited and INQ Holding LLC, as required by L&T LLP(and a copy of the said no objection certificate dated 31st July, 2017has been annexed hereto as **Annexure "B-1"**) pursuant to which IDBI Trusteeship Services Limited as a debenture trustee for and on behalf of the debenture holders i.e. Green Maiden A 2013 Trust, Kotak Investment Advisors Limited and INQ Holding LLC has permitted the creation of mortgage over the Project Land for the benefit of L&T Finance Limited and sharing the same on a paripassu basis between the debenture holders and L&T Finance Limited; and (ii) a no objection certificate from IDBI Trusteeship Services Limited as a security trustee for and on behalf of L&T Finance Limited (and a copy of the said no objection certificate dated 31st July, 2017 has been annexed hereto as **Annexure "B-2"**) pursuant to which IDBI Trusteeship Services Limited as a security trustee for and on behalf of L&T Finance Limited has permitted NIRMAL to enter into and execute this JDA/Agreement.

J. In the aforesaid circumstances NIRMAL has represented to L&T LLP that NIRMAL is absolutely and exclusively entitled to the said Properties, subject only to (a) the subsisting security created over the said Properties in favour of IDBI Trusteeship Services Limited as a debenture trustee for and on behalf of the debenture holders i.e. Green Maiden A 2013 Trust, Kotak Investment Advisors Limited and INQ Holding LLC(b) the reservations affecting the Properties (as hereinafter specified);

K. In order to create synergies and for the mutual benefit of both Parties to be achieved by combining the joint resources of the Parties, L&T LLP has agreed to develop the said Project over the Project Land;

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L. L&T LLP has agreed to join NIRMALin the development of the said Project and/or procuring necessary finance and making available its expertise and resources for the joint development of the said Project on the Project Landupon the terms and conditions hereinafter appearing;

M. NIRMALhas made a full, free and complete disclosure to L&T LLP of all the material facts and information pertaining to the said Properties, the Project and the development thereof;

N. Subject to compliance and satisfaction of all the assurances made by NIRMALandbased on the representations and the assurances as recited in the recitals hereinabove, the Parties are desirous of entering into this Agreement for developing, constructing, implementing, managing, marketing and sellingPremises constructed on the Project Landon terms and conditions, as hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION:**

1.1 In addition to the capitalized terms used elsewhere in this Agreement, the following terms shall have the following meanings:

(i) **"Affiliate/s"** shall mean with respect to any Party, any Person that directly or indirectly through one or more intermediaries, owns or controls, or is owned or controlled by, or is under common ownership or control with the Party or Person specified and, in relation to a natural person, includes any 'Relative' (as such expression is defined in the Companies Act, 2013) of such natural person. For purposes of this definition, 'control' means the power to direct the management or policies of a Person through the ownership of over 50% (fifty percent) of the voting power of such Person or through the power to appoint or remove over half of the members of the board of directors or similar governing body of such Person;

(ii) **"Agreement/JDA"** shall mean this Agreement and all schedules and annexureshereto and shall include any modifications of this Agreement as may be mutually agreed in writing by the Parties hereto from time to time;

(iii) **"Applicable Law/s"** means all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, conditions of any regulatory approval or license issued by any government, government authorities, orders, decrees and judgments passed by any court, tribunal or authority and other requirements of any statutory or relevant authority including but not limited to the applicable labour laws, Industrial laws, provident fund, RERA (as defined hereinafter), Maharashtra Ownership of Flats Act, 1963 (MOFA), etc.for the time being in force together with any amendments or re-enactments;

(iv) **"Approvals"** means all approvals, permissions, authorizations, consents, licenses, exemptions, letters of intent, annexes, IOD, CC, notifications, sanction of layout plans, sanction of building plans (and any amendments/ modifications/ clarifications thereto), approvals of any government authority, approvals of the rise committee, approvals (and any amendments/

modifications/clarifications thereto) of the civil aviation authorities, Ministry of Environment, Forest and Climate Change ("**MoEF**"), CFO Approval, CTE, Completion Certificate, MCGMand/or any other authority or entity, as may be applicable and/or required for the development of the said Project Land and the implementation and completion of the Project;

(v) "**AR Policy**" shall mean the Accommodation Reservation Principle issued by the Urban Development Department, Mantralaya, Mumbai under the Maharashtra Regional and Town Planning Act, 1966;

(vi) **"Association"** shall mean and include a co-operative society registered and incorporated under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules made there under or a company registered and incorporated under the provisions of the Companies Act, 2013 or an association formed under the provisions of the Maharashtra Apartment Ownership Act, 1970 and the rules made there under of the Purchasers of the Premises;

(vii) **"Brokerage and Commission"** shall mean the actual fees or charges paid to any broker or third party/agent (not being an Affiliate of any Party hereto) from the Escrow Account, on every Premises which may be sold through such broker or third party/agent;

(viii) **"Business Day"** means a day on which scheduled banks are open for normal banking transactions, other than a Sunday or national holiday, in Mumbai, India.

(ix) **"Business Plan"** shall mean the general understanding between the Parties relating to (i) estimated time-frame for obtaining all approvals; (ii)estimated time-frame for preparation of design and development drawings for approvals and execution; (iii)estimated sales schedule; (iv)estimated selling price for the Premises; (v)estimated time schedule for construction and completion of the Project. The Business Plan will be indicative in nature and shall be prepared and updated by L&T LLP from time to time.

(x) "**Completion of Project**" means the date on which all Premises in the Project which are available for sale are sold or otherwise transferred or disposed of and the Parties have received the entire Revenues along with necessary permissions like Occupation Certificate (OC), Completion Certificate as may be required, along with all amenities including internal and external infrastructure, podium, landscaping as agreed between the Parties;

(xi) **"Common Areas and Facilities"** shall mean and include all the common areas and facilities as per the design of the buildings in the Project by the Project Architect and sanctioned by the concerned authority;

(xii) **"Commencement Certificate/CC"** shall mean and include a valid certificate from MCGM to start the construction activity at site after receipt of all Approvals from various authorities;

(xiii) **"DC Regulations"** shall mean the Development Control Regulations, 1991 as applicable to the city of Mumbai and any statutory amendment or modification or re-enactment thereof and shall include the Draft/Proposed Development Plan, 2034 to the extent it is applicable;

(xiv) **"Deposits"** shall mean the following amounts to be collected from the Purchasers:

(a) deposits and amounts collected from Purchasers, from time to time for the formation of the Association in respect of the Premises, including towards share application money and membership fees of the Association;

(b) deposits and amounts to be collected from the Purchasers towards maintenance and repairs of Common Areas and Facilities (with respect to Project Land) and also advances for outgoings including VAT/ GST and service tax or any other taxes levied by the Government; and

(c) stamp duty, registration fees and any other taxes/levies collected from the Purchasers.

(xv) **"Deposit Account"**shall mean the account to be opened, operated and maintained with such bank as may be decided by L&T LLP in which the Deposits collected from the Purchasers shall be deposited. L&T LLP shall maintain full control in relation to all the funds held in the Deposit Account, to the extent permissible under the Applicable Law. NIRMALshall not be responsible to the Purchasers in relation to monies deposited in the Deposit Account and the utilization thereof;

(xvi) "**Escrow Account**" shall mean a non-interest bearing no-lien escrow bank account to be opened, operated and maintained by the Escrow Agent and titled 'L&T LLP–NIRMAL' and in which all the Revenues from the Project and the Deposits shall be collected/deposited. The Escrow Account shall be operated in accordance with the terms of this Agreement and the Escrow Agreement to be executed between L&T LLP,NIRMALand the Escrow Agent;

(xvii) "**Escrow Agent**" shall mean the person who shall act in the manner as set out in the Escrow Agreement;

(xviii) "**Escrow Agreement**" shall mean the agreement executed between L&T LLP, NIRMALand the Escrow Agent in respect of the Escrow Account, *inter alia*, for the purpose of collecting and distributing Revenues to the Parties in accordance with the terms and conditions of this Agreement;

(xix) **"Force Majeure"**shall mean any event or circumstances or combination of events or circumstances set out below that materially and adversely affect/s any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertains to the development of the Project or has a direct effect thereon, which are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money, and including:

(a) acts of God e.g. fire, flood, typhoon, tornado, earthquakeor exceptionally adverse weather conditions and other natural disasters;

(b) explosions or accidents;

(c) strikes or lock-outs in Government departments connected with the Project causing delay in obtaining approvals;

anysubstantial change in Applicable Laws adversely affecting the Project.

(xx) **"Launch of Project"** shall meanthe date on which the Project shall be launched as may be mutually agreed between the Parties, subject to receipt of Commencement Certificate;

(xxi) **"L&T Finance Limited"**shall mean L&T Finance Limited, a company incorporated under the provisions of the Companies Act, 1956 (and an existing company under the Companies Act, 2013) with a corporate identification number U65910WB1993FLC060810 and permanent account number AACCA1963B having its registered office at Technopolis, 7th Floor, A- Wing, Plot No. - 4, Block - BP Sector -V, Salt Lake, Kolkata – 70009 and the term **"L&T Finance Limited"** shall, unless repugnant to the subject or context thereof, be deemed to mean and include their respective successors, transferees, nova tees and assigns

(xxii) **"L&T LLP's Project Costs"** shall mean and include all the actual costs and expenses incurred for undertaking and/or relating to the development and construction of the Project and shall include the following: -

(a) all costs, expenses, fees and charges towards the government / statutory competent authorities for obtaining requisite approvals for obtaining the Commencement Certificate, approvals and permissions from the MoEF, the High Rise Committee (HRC), Occupation Certificate and Building Completion Certificate,all official outgoings, cess, taxes, rates and other charges, N.A. assessment and water tax, sewer tax, (pertaining to approval such as IOD,CC and OC) up to the capped amount as agreed between the Parties under this Agreement. Any amount exceeding the capped amount shall be borne by NIRMAL alone. However entire costs, if any towards penalty, interest, land under construction charges, water tax, sewer tax (other than pertaining to approval such as IOD,CC and OC) , non-occupancy charges, electrical captive charges, deposits, sub-station charges, cable connection and other charges shall be part of L&T LLP Project costs;

(b) the costs for the construction and development of the Project in accordance with the terms of this Agreement and as per sanctioned plan, excluding the costs of developing the said Reservation Areas on the sanctioned Development Plan to generate F.S.I.;

(c) all third-party fees paid to external third parties including architects, auditors, advisors, consultants, contractors engaged in relation to the construction activity, tax consultants, accountants and secretarial fees, and project management consultant fees for the period, after execution of these presents, towards the Project, appointed by L&T LLP for the performance of L&T LLP's roles, responsibilities and obligations;

(d) the costs and expenses for sales, marketing, promotion of the Project (other than Brokerage and Commission);

(e) the costs and expenses towards construction site office for the Project;

(f) the costs and expenses towards design and construction of the buildings in the Project and all related building works, engineering works, road works, drainage works, service works, landscaping works and infrastructure work, sewage treatment plant (STP), solar and/or any other infrastructure work;

(g) any other costs, charges and expenses pertaining to the performance of the obligations of L&T LLP as set out in this Agreement;

(h) the costs and expenses towards insurance relating to the Project (excluding insurance relating to title of the Project);

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(j) club house and other amenities including but not limited to parking, podium parking etc.;

(k) Cost of development and / or construction as per approvals received from various Government Authorities or as per any Applicable Law or any conditions imposed from time to time to carry out development of the Project, (excluding all Cost of development and / or construction and/or cost of approvals /compliances pertaining to DP Reservations) and other costs pertaining towards obtaining FSI for the Project Land; subject to the capped amount agreed under this Agreement;

(k) the costs of stamp duty and registration charges for this Agreement.

(xxiii) **"Marketing"** shall mean and include the sale (including agreement to sell) on ownership basis, of the Premises for the price and consideration as specified in the Business Planand to receive and accept the consideration on account such marketing only in the Escrow Account and give full and effectual discharge for the payments received and to execute receipts in respect thereof as may be necessary or required;

(xxiv) **"MCGM Architect"** shall mean the Architect(s) and Consultants to be appointed and paid by L&T LLP for obtaining all approvals for the Project;

(xxv) **"Notice"** shall mean a notice in handwritten, typed or printed characters delivered personally to the Parties or dispatched by registered post and/or speed post with acknowledgement due to the address furnished by the Parties hereto from time to time;

(xxvi) **"Occupation Certificate/OC"** shall mean occupation certificate issued by the MCGM, with respect to the buildings to be constructed in the Project and shall include part occupation certificate;

(xxvii) **"NIRMAL's Project Costs"** shall mean and include the following as applicable:-

(a) All costs and expenses to ensure that NIRMAL continues to have clear and marketabletitle to the Project Land, free from all encumbrances (save and except encumbrances created in favour of IDBI Trusteeship Services Limited acting as the debenture trustee for Green Maiden A 2013 Trust, Kotak Investment Advisors Limited and INQ Holding LLC);

(b) All official premium including compensation described in any other name for obtaining premium FSI, fungible FSI, TDR FSI, payable directly to the concerned authorities, it is clarified that all premium amount for procuring premium FSI, fungible FSI and TDR FSI shall be exclusively borne and paid by NIRMAL, L&T LLP will not pay any such premium for purchase of premium FSI, fungible FSI and TDR FSI;

(c) All statutory approval and construction costs of all reservations buildable reservations, DP roads, road setbacks etc. on the Project Land, and any other structures to be constructed by NIRMAL, as per the Development Plan to generate FSI for the Project;

(d) All the costs and expenses towards the outstanding outgoings such as electricity bills, water bills, assessment tax, fees payable to architects, consultants and professionals engaged for this Project etc., if any, until signing of this Agreement and simultaneous handing over the ProjectLand for construction;

(e) All costs and expenses towards insurance relating to the title of the Project;

(f) All costs towards removal of encroachments on the Project Land; including DP Roads and additional access L.B.S Marg;

(g) All costs towards demolition of existing structures including shifting / removal of Ready Mix Concrete (RMC) plant on the Project Land;

(h) All costs towards demarcation of said Excluded Property including all charges and expenses towards litigation if any;

(i) All approval costs for the Project over and above the capped amount as agreed under this Agreement.

(xxviii) "**Person**" means any natural person, trust, firm, company, governmental authority, joint venture, association, partnership, limited liability partnership, society, trust or other entity (whether incorporated or not and whether or not having separate legal personality);

(xxix) **"Premises"** shall mean and include all the flats, dwelling units, apartments, car parks, garages etc. comprised in the buildings/structures to be constructed by utilization, consumption and exploitation of the ProjectLand;

(xxx) "**Project**" shall mean the project to be developed by L&T LLP on the Project Land, which shall be constructed, executed, financed and marketed by L&T LLP at its costs and expenses as agreed under this Agreement;

(xxxi) **"Project Architect"** shall mean and refer to the architects and consultants to be decided by L&T LLP, who shall be appointed as the architect for the Project, to advise on the aesthetics, supervision, design and planning of the development of the Project and to perform the obligations as stated in this Agreement;

(xxxii) "**Project Land**" shall mean all those pieces or parcels of land bearing CTS. Nos. 706/ B/A, CTS. No. 706/ B/B(part), CTS. No. 706/ B/C, CTS. No. 706/B/D(part), CTS. No. 706/B/E, CTS No. 706/B/F, CTS 706/B/G, CTS 706 B/H, CTS 706 B/I, CTS No. 710A(part), CTS. No. 712A,CTS. No. 723admeasuring in the aggregate about 92,672.70sq. mtrs. including the Reservations(as defined hereinafter) situate, lying and being at Village Nahur, TalukaKurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban Districti.e. the said Properties excluding the said Excluded Property (more particularly described in the **ThirdSchedule** hereunder written, which has been delineated and depicted on the plan annexed hereto as **ANNEXURE "A"**in redcolourand marked as Serial Nos. 1, 2 and 3 collectively on the said Plan);

(xxxiii) **"Purchaser(s)"** shall mean and include any Person(s) to whom the Premises are sold and/or agreed to be sold in accordance with this Agreement and shall also include allot tees of Premises as defined under Applicable Law, in whose favour an allotment letter has been issued;

(xxxiv) **"Revenues"** (with all its derivatives) shall mean and include the consideration payable by the Purchaser/s being the sale price and consideration on saleor other transfer or disposal of the Premises in the manner as provided in this Agreement and all other revenues including transfer fee, if any, club house charges, parking charges, view premiums (by whatsoever name it may be called), infrastructure charges and all such other charges that may be generated from the Project (including the interest on the Escrow Account but excluding theBrokerage and Commission as well as Deposits);