

## Past Experience Details - Tata Housing Development Company Limited

Sr.No	Project Name	Type of Project	Type of Land	Land Area(In Sq mtrs)	Address	CTS Number	Number of Buildings/Plot	Number of Apartments	Original Proposed Date of Completion	Actual Date of Completion	Staus	Status of Cases pending
1	Aquila Heights	Residential	Residential	7897.29	Sy No 27 HMT HMT Factory Main Road Near HMT School Peenya Plantation Yelahanka Hobli Bengaluru North Taluk Bengaluru 560053	Sy No 27	1	108	31-Dec-11	2-Oct-12	Completed	As on date no litigation
2	Eden Court PH I Tower A B C	Residential	Residential	16695.97	Plot No IIG 7 8 New Town Rajarhat Kolkata	Plot No IIG 7 8	3	348	31-Mar-12	25-Jun-12	Completed	Annexure 1
3	Eden Court PH II Tower D E	Residential	Residential	12294.87	Plot No IIG 7 8 New Town Rajarhat Kolkata	Plot No IIG 7 8	2	171	30-Jun-13	19-Sep-13	Completed	No litigation
4	Eden Court PH III Centraus Mall	Commercial	Residential	2905.12	Plot No IIG 7 8 New Town Rajarhat Kolkata	Plot No IIG 7 8	1	38	31-Mar-14	28-May-14	Completed	No litigation
5	Prive Phase 1 35 Villas	Residential	Residential	23113.49	Prive Village Lonavala Old Khandala Road opposite Sadhna Kutir Lonavala 410 401	147 A/163, 147B/160,160A,101,164, 149/156,148A/162, 149/155, 149C/164, 1558/166,915/158,316/157 , 317	35	35	31-Mar-12	29-Jun-13	Completed	Annexure 2
6	Prive Phase 2 25 Villas	Residential	Residential	14422.71	Village Lonavala Old Khandala Road opposite Sadhna Kutir Lonavala 410 401	147 A/163, 147B/160,160A,101,164, 149/156,148A/162, 149/155, 149C/164, 1558/166,915/158,316/157 , 317	25	25	31-Mar-13	1-Aug-14	Completed	Annexure 3
7	Prive Phase 2 13 Villas	Residential	Residential	11409.46	Village Lonavala Old Khandala Road opposite Sadhna Kutir Lonavala 410 401	147 A/163, 147B/160,160A,101,164, 149/156,148A/162, 149/155, 149C/164, 1558/166,915/158,316/157 , 317	13	13	31-Mar-13	22-Apr-15	Completed	No litigation
8	Inora Park PH I 2 BHK and 2 and half BHK	Residential	Residential	10320.5	Land Survey No.27 2 P 27 9 P Undri Tal Haveli Pune	Land Survey No 27 2 P 27 9 P	2	141	31-Jan-13	26-Aug-13	Completed	Annexure 4
9	Inora Park PH II 3 BHK	Residential	Residential	9087	Land Survey No.27 2 P 27 9 P Undri Tal Haveli Pune	Land Survey No 27 2 P 27 9 P	1	104	31-Oct-14	17-Jul-14	Completed	No litigattion
10	Amantra PH 1 Tower E B6	Residential	Residential	3851.86	Kalyan Bhiwandi Junction Ranjnoli Village Dist Thane Pin 421302	S No 49 part H No 1 to 9 50 part 51 part 52 part H No 2 4 2 53 part H No 1A 8, S	1	168	30-Sep-15	30-Mar-16	Completed	Annexure 5 & 6

11	Amantra PH 1 Tower A A3	Residential	Residentia I	2209.46	Kalyan Bhiwandi Junction Ranjnoli Village Dist Thane Pin 421302	S No 49 part H No 1 to 9 50 part 51 part 52 part H No 2 4 2 53 part H No 1A 8, S	1	92	31-Dec-15	30-Mar-16	Completed	
12	Amantra PH 1 Tower B A2	Residential	Residentia I	2768.99	Kalyan Bhiwandi Junction Ranjnoli Village Dist Thane Pin 421302	S No 49 part H No 1 to 9 50 part 51 part 52 part H No 2 4 2 53 part H No 1A 8, S	1	120	30-Sep-15	30-Mar-16	Completed	
13	Amantra PH 1 Tower C A5	Residential	Residentia I	2762.7	Kalyan Bhiwandi Junction Ranjnoli Village Dist Thane Pin 421302	S No 49 part H No 1 to 9 50 part 51 part 52 part H No 2 4 2 53 part H No 1A 8, S	1	114	30-Nov-15	30-Mar-16	Completed	
14	Amantra PH 1 Tower D A4	Residential	Residentia I	2768.99	Kalyan Bhiwandi Junction Ranjnoli Village Dist Thane Pin 421302	S No 49 part H No 1 to 9 50 part 51 part 52 part H No 2 4 2 53 part H No 1A 8, S	1	127	30-Nov-15	30-Mar-16	Completed	
15	Amantra PH 1 Tower L B12	Residential	Residentia I	4535.51	Kalyan Bhiwandi Junction Ranjnoli Village Dist Thane Pin 421302	S No 49 part H No 1 to 9 50 part 51 part 52 part H No 2 4 2 53 part H No 1A 8, S	1	197	30-Nov-15	30-Mar-16	Completed	
16	Shubh Griha Boisar I	Residential	Residentia I	61764	Chillar Road Betegaon Boisar East Maharashtra 401501	Chillar Road Betegaon Boisar East Maharashtra 401501	61	1578	30-Jun-11	31-Dec-13	Completed	Annexure 7
17	New Haven Boisar 1 and Row House	Residential	Residentia I	146921	Chillar Road Betegaon Boisar East Maharashtra 401501	Chillar Road Betegaon Boisar East Maharashtra 401501	88	1438	31-Dec-11	31-Mar-15	Completed	Annexure 8
18	Primanti Phase 1	Residential	Residentia I	81191	Village Fazilpur Jharsa, Sector 72, Gurgaon, Haryana	Land Detail as attached Annexure 5	Towers -4 Executive Apartment - 6 Executive Floor - 15 Villas - 58	Towers - 462 Executive Apartment - 54 Executive Floor - 45 Villas - 58	1-Mar-14	23-Jun-17	OC Obtained	Annexure 9
19	Primanti Phase 2	Residential	Residentia I	65512	Village Fazilpur Jharsa, Sector 72, Gurgaon, Haryana	Land Detail as attached Annexure 5	Towers - 3 Executive Apartment - 2 Executive Floor - 16	Towers - 374 Executive Apartment - 22 Executive Floor - 48	1-Mar-14	31-Dec-19	Being Developed	Annexure 10
20	Avenida	Residential	Residentia I	52609	Plot No IIG/7, Action Area-II, New town, Rajarhat Kolkata 700156	Plot No IIG/1	Towers- 7, Villas- 4, Town Home-2, Commercial-1	Residential- 783, Amenities- 16, Commercial- 45	T-A,B: 31-Aug-18, T-C,D: 31-Oct-18	Entire Project: 31-Dec-21	Being Developed	No litigation
21	Aveza Phase 1 & 2	Residential	Residentia I	100002	New PMGP CHS, Mhada Colony, Near Navghar Police Station, Mulund East	CTS NO. 1320A (PT) /1320/A/21/1 TO 4, 1320/A/22 TO 1320/A/33	6	1544	Phase 1 - 31-08-18	Phase 1 - 31-12-22 Phase 2 - 31-12-24 Subsequent	Being Developed	Annexure 11

										phases yet to start		
22	Amantra Phase 2	Residential	Residential	20895.5	Kalyan Bhiwandi Junction Ranjnoli Village Dist Thane Pin 421302	S No 49 part H No 1 to 9 50 part 51 part 52 part H No 2 4 2 53 part H No 1A 8, S	6	825	31-Dec-15	31-Mar-18	Being Developed	Annexure 5 & 6

**Annexure 1 : Consumer related disputes**

Sr. No.	Project	Court	Name of Parties-Case No.-Project name	Next date	Stage
1	Eden Court	Before State Consumer Disputes Redressal Commission, West Bengal	Goparanjan Mohapatra vs. Tata Housing Development Company Ltd Consumer Complaint No. CC/14/2016	ND: 12.03.2018	For filing affidavit and cross examination of Court Commissioner.
2	Eden Court	District Court –Barasat- Kolkata	Dr. Debojit Dey vs. Tata Housing Development Company Ltd Case No.16/2012 (EDEN COURT)  renumbered as 316/2014	ND: 23.2.2018	hearing of application for dismissal of Suit
3	Eden Court	Before the 4 <sup>th</sup> Additional District Judge at Barasat - Kolkata	Dr. Debojit Dey vs. Tata Housing Development Company Ltd & Ors. (Contempt Petition) Misc. Case No. 185 of 2014 Arising out of Misc. Case No. 41 of 2012 (Old) 16/2012	ND: 13.02.2018	For Contemp Hearing
4	Eden Court	High Court, Kolkatta	Debojit Dey vs. Tata Housing Development Company Ltd (First Miscellaneous Appeal arising out of dismissal order dated 3rd October, 2015 passed by the Ld. District Judge, Barasat) F.M.A.T. No. 1435 of 2015 CAN No. 1705 of 2016	As per High Court Website	For Admission

**Anenxure 2 Consumer related disputes**

Sr. No.	Project	Court	Name of Parties-Case No.-Project name	Next date	Stage
1	(PRIVE)	Before National Consumer Disputes Redressal Commission	Udupi R Mallaya V/s THDC CC. No. No 877 of 2015	N.D : 20.03.2018	For filling written Arguments
2	(PRIVE)	Before National Consumer Disputes Redressal Commission	Angana Dalal & Shishir Dalal vs. Tata Housing F.A. No. 946 of 2015	Appeal admitted will come for hearing in due course	Matter is admitted and shall come in due course of time. The matter will be withdrawn as settled
3	Prive	Arbitration	Shishir Dalal and Angana Dalal VS Tata Housing Development Co. Ltd	26-2-2018	The matter is now for fiing consent terms.

**Annexure 3 Consumer related disputes**

Sr. No.	Project	Court	Name of Parties-Case No.-Project name	Next date	Stage
1	(PRIVE)	NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION, DELHI	Nafeesa A Maloobhoy & Anr. Vs. Tata Housing  CC No. 342 of 2013	N.D. 27.03.2018	For withdrawal as settled

**Annexure 4 Consumer related disputes**

SR.NO.	Project	Court Name	Name of Parties/ Commission Court/Case No./Project name	Next date	Present Status
1	Innora Park	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Deepak Satam v/s Tata Housing Development Co. Ltd  Inora Park- Undri (Pune) CC No. 501/2016	ND : 03.05.2018	for Evidence of the Complainant

**Annexure 5 : All below litigation are related to land / project disputes therefore it's a common for phases / towers of Amantra**

<b>Sr. No.</b>	<b>Project</b>	<b>Court</b>	<b>Name of Parties-Case No.-Project name</b>	<b>Next date</b>	<b>Stage</b>
1	Amantra	Bhiwandi 3rd Civil Judge of Junieur Division	Mansukhlal Samaria vs.Eco Homes Townships and Tata Housing Development Company Ltd Regular Civil Suit No. 668/2011	ND 19.03.2018	for hearing of exhibit 5
2	Amantra	Bhiwandi CJSD, Link Court	Mansukhlal Samaria vs. Eco Homes Townships and Tata Housing Development Company Ltd CJSD- Civil Suit No. 1021/2011	ND: 19.03.2018	for production original documents by Plaintiffs. Pending due to writ petition filed in HC.
3	Amantra	High Court Bombay	Mansukhlal Samaria vs. Eco Homes Townships and Tata Housing Development Company Ltd WP No- 5760/2016 Reg No- 11001/2016	ND: As per High Court website	Pre-admission
4	Amantra	Before Civil Judge Junior Division, Bhiwandi	Ratan B. Patil V/s. Ecohomes Townships Pvt. Ltd. & Others R.C.S. No.594/2009	ND: 22.02.2018	For Compliance of surveyor report by the Palintiff

Annexure 6 : Consumer related disputes

Sr. No.	Project	Court	Name of Parties-Case No.- Project name	Next date	Stage
1	Amantra	Court	Mohammed Hussainbhai Dudhwala Vs. Tata Housing Development Co. Ltd  Complaint No. 1141 Of 2016	ND : 08.03.2018	for counter Affidavit of the Complainant

Annexure 7 Consumer Related Dispute

Project	Court Name	Name of Parties/ Commission Court/Case No./Project name	Next date	Present Status		
BOISAR SHUBH GRIHA)	District Consumer Disputes Forum Redressal-----Parel	Motilal Jhalani vs. Tata Housing  Before the Consumer Disputes Redressal Forum, South Mumbai Division  CC No. 151 of 2015	20.02.2018	for settlement / Oral Arguments		

**Annexure 8 : ALL ARE CONSUMER RELATED DISPUTES**

SR.NO.	Project	Court Name	Name of Parties/ Commission Court/Case No./Project name	Next date	Present Status
1	(BOISAR-NEW HAVEN)	District Consumer Disputes Forum Redressal-----Parel	Ms. Dimple Parikshit Rana and Mr. Parikshit Manubhai Rana vs. Tata Housing Housing Development Company Development Company Ltd .  Complaint No. CC/15/115	06-02-2018	For Settlement
2	(BOISAR-NEW HAVEN)	District Consumer Disputes Forum Redressal-----Parel	Sammendra Kumar vs. Tata Housing Housing Development Company Complaint No. 57/2015	ND 26.02.2018	For Argument / Settlement

3	BOISAR	District Consumer Disputes Forum Redressal-----Parel	Dhaval Kaushik vs. Tata Housing Housing Development Company  CC No. 334 of 2015	ND: 07.02.2018	for settlement / Oral Arguments
4	(BOISAR-NEW HAVEN)	District Consumer Disputes Forum Redressal-----Parel	Suresh Nangia vs. Tata Housing Housing Development Company CC No. 5 of 2016  BOISAR	ND: 07.02.2018	for settlement / Oral Arguments
5	(BOISAR-NEW HAVEN)	District Consumer Disputes Forum Redressal-----Parel	Nazreen Adil Khan vs. Tata Housing Housing Development Company  CC. NO 304/15	ND: 07.02.2018	for settlement / Oral Arguments



6	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Daksha Dipen Sheth and other vs vs Tata Housing Development Co. Ltd, Brotin, RK Krishna kUmar Complaint 451 of 2014	ND 28.03.2018	For Written Argument of the Complainant
7	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Dilip Shahvs. Tata Housing Housing Development Company & Ors.Complaint No.253/2015	ND 14.03.2018,	For filing Evidence by the Complainant
8	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Saroj Shah Vs. Tata Housing Housing Development Company & Ors.  Complaint No.254/2015	ND 14.03.2018,	For filing Evidence by the Complainant
9	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Indumati Sheth vs. Tata Housing Housing Development Company & ors. Complaint No CC/14/583	ND 28.03.2018	For Written Argument of the Complainant
10	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Zulfiqar A. Jariwala vs. Tata Housing Housing Development Company & Ors.  Complaint No CC/14/582	N.D. : 06.02.2018	For Written Argument of the Complainant

11	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Tejal Sheth vs. Tata Housing Housing Development Company & Ors.  Before Maharashtra State Commission  Complaint No. 15/84	N.D. 25.04.2018	For Evidence of the Complainant`
12	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Tejal Sheth vs. Tata Housing Housing Development Company & Ors.  Before Maharashtra State Commission  Complaint No. 15/85	N.D. 25.04.2018	For Evidence of the Complainant`
13	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Mohammedhussain Hamzabhai Dudhwala vs. Tata Housing Housing Development Company  Before Maharashtra State Commission  Case No. 382 of 2015  Flat No. A4-A-03-033	ND 16.03.2018	for Written Argument of the Complainant.

14	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	<p>Mohammedhussain Hamzabhai Dudhwala vs. Tata Housing Housing Development Company</p> <p>Case No. 384 of 2015</p> <p>Flat No. A4-A-03-032</p>	ND 16.03.2018	for Written Argument of the Complainant.
15	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	<p>Mohammedhussain Hamzabhai Dudhwala vs. Tata Housing Housing Development Company Before Maharashtra State Commission</p> <p>Case No. 385 of 2015</p> <p>Flat No. A4-A-03-003</p>	ND 16.03.2018	for Written Argument of the Complainant.
16	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	<p>Mohammedhussain Hamzabhai Dudhwala vs. Tata Housing Housing Development Company</p> <p>Before Maharashtra State Commission</p> <p>Case No. 386 of 2015</p> <p>Flat No. A4-A-03-002</p>	ND 16.03.2018	for Written Argument of the Complainant.

17	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Sanjeev Mahendru vs. Tata Housing Housing Development Company Development Co. Ltd.  Before Maharashtra State Commission  CC No. 875 of 2015	N.D : 07.03.2018	For Final hearing
18	(BOISAR-NEW HAVEN)	MAHARASHTRA STATE CONSUMER DISPUTES REDRESSAL COMMISSION	Sunita Shukla vs. Tata Housing Housing Development Company  CC No. 51 of 2016  Project: New Heaven Crest	N.D. : 02.04.2018	For filing Written Argument by the Complainant and Final Hearing
19	(BOISAR-NEW HAVEN)	Before National Consumer Disputes Redressal Commission	Tejal Sheth v/s Tata Housing Housing Development Company  FA: 240 of 2016	N.D. 21.2.2018	For final hearing (as per confonet)
20	(BOISAR-NEW HAVEN)	Before National Consumer Disputes Redressal Commission	Cyrus Mistry & Ors. vs. Saroj Shah & Ors. FA No. 719 of 2015 In CC No.253/15 (BOISAR-NEW HAVEN)	ND: 24.04.2018	For hearing

21	(BOISAR-NEW HAVEN)	Before National Consumer Disputes Redressal Commission	Cyrus Mistry & Ors. vs. Dilip D. Shah & Ors. FA No. 720 of 2015 In CC No.254/15 (BOISAR-NEW HAVEN)	ND: 24.04.2018	For hearing
22	(BOISAR-NEW HAVEN)	Before National Consumer Disputes Redressal Commission	R.K. Krishnakumar Vs Daksha Dipen Sheth and Anr. FA No. 678 of 2015 In Cc No.451/14 (BOISAR-NEW HAVEN)	ND: 24.04.2018	For hearing
23	(BOISAR-NEW HAVEN)	Before Bombay High Court	M/s. Fakhruddin Ebrahimji & Co. vs. Tata Housing Housing Development Company Development Co. Ltd. Arbitration Petition No. 98 of 2016	As per High Court Website	Hearing of the Petition and NM

24	(BOISAR-NEW HAVEN)	Before Bombay High Court	Tata Housing Housing Development Company vs. Anantrao Keshavlal Sheth Suit No . S/704/2015 along with N/M no 1868/2015 alongwith Notice of Motion No 18/2016 and Notice of Motion Nno. 108/2016	As per High Court Website	For Admission	
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**Litigation Related to the Primanti Project AS Per Required Format – Annexure 9**

**PHASE 1**

Sr. No.	Name of the Court	Case Against	Flat Details	Type of Case	Petition	Case No	Year	Preventive Injunction / Interim Order	Present Status	Next Date	Note
1	National Consumer Disputes Redressal Commission, Delhi	Savinder Singh Sarna & Ors. Vs. Tata Housing & Ors W	Tower No. 3 Flat No. 2004	Complaint	Complaint	CC 7110/2015	2015	---	For reply by the Complainant to the Application filed by the Opposite Party for recording certain documents on record.	11.04.2018	
2	National Consumer Disputes Redressal Commission, Delhi	Shravan Tiwari V/s Tata Housing Development Comp	Executive Floor 4A	Complaint	Complaint	CC No. 2001/2016 and IA/6721/2017 in 2001/2016	2016	--	For Argument on application for taking documents on record and for marking exhibits	23.02.2018	
3	National Consumer Disputes Redressal Commission, Delhi	RDDHIMA GOLYAN versus THDC Ltd and Others	Villa No. 11	Complaint	Complaint	CC/1221/2017	2017	Complaint heard and admitted on 15/05/2017	For filing written statement by the Opposite Parties (which has been filed)	29.01.2018	

4	National Consumer Disputes Redressal Commission, Delhi	S. N. GUPTA versus  M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,	Tower No. 3, Flat No. 1504	Complaint	Complaint	<a href="#">CC/1652/2017</a>	2017	Complaint heard and admitted on 29/06/2017 and Application No.IA/8661/2017 in CC/1652/2017  Allowed on 29/06/2017	Notice issued to complaint in Condonation of delay App filed by OP	27/04/2018	
5	National Consumer Disputes Redressal Commission, Delhi	Varun Talwar versus  M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,	Tower No. 3, Flat No. 1502	Complaint	Complaint	CC/1819/2017	2017	Complaint heard and admitted on 29/06/2017 and Application No. IA/9330/2017  in CC/1819/2017  allowed on 29/06/2017	Condonation of delay application filed as directed. It is ofr hearing on condonation of delay.	27/04/2018	
6	National Consumer Disputes Redressal Commission, Delhi	JASWINDER SAINI versus M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,	Tower No. 3, Flat No. 1501	Complaint	Complaint	<a href="#">CC/1820/2017</a>	2017	<a href="#">Complaint heard and admitted on 29/06/2017 and Application No. IA/9331/2017</a> in  <a href="#">CC/1820/2017</a>  Allowed on 29/06/2017	Notice issued to complaint in Condonation of delay App filed by OP	27/04/2018	

7	National Consumer Disputes Redressal Commission, Delhi	<p>RAMNEEK DATT &amp; ANR. versus</p> <p>M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,</p>	Tower No. 1, Flat No. 2404	Complaint	Complaint	CC/1821/2017	2017	<p>Complaint heard and admitted on 29/06/2017 and Application No. IA/9332/2017</p> <p>in CC/1821/2017 allowed on 29/06/2017</p>	<p>Notice issued to complaint in Condonation of delay App, IA filed for stay on demand raised towards possession of the Apartment</p>	27/04/2018	
8	National Consumer Disputes Redressal Commission, Delhi	GEETA SINGH & ANR. versus	Tower No. 2, Flat No. 1502	Complaint	Complaint	CC/1822/2017	2017	<p>Complaint heard and admitted on 29/06/2017 and Application No. IA/9333/2017</p>	<p>Notice issued to complaint in Condonation of delay App, IA filed for stay on demand raised towards possession of the Apartment</p>	27/04/2018	



		M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,						in CC/1822/2017 allowed on 29/06/2017			
9	National Consumer Disputes Redressal Commission, Delhi	AMIT GULRAJANI & ANR. versus  M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,	Tower No. 1, Flat No. 2103	Complaint	Complaint	CC/1823/2017	2017	Complaint heard and admitted on 29/06/2017 and Application No. IA/9334/2017  in CC/1823/2017  allowed on 29/06/2017	Notice issued to complaint in Condonation of delay App, IA filed for stay on demand raised towards possession of the Apartment	27/04/2018	
10	National Consumer Disputes Redressal Commission, Delhi	PARVEZ SHARMA & ANR  versus  M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,	Tower No. 3, Flat No. 902	Complaint	Complaint	CC/1824/2017	2017	Complaint heard and admitted on 29/06/2017 and Application No. IA/9335/2017  in CC/1824/2017 allowed on 29/06/2017	Notice issued to complaint in Condonation of delay App filed by OP	27/04/2018	

11	National Consumer Disputes Redressal Commission, Delhi	SHAKUNTALA DEVI GOLYAN V/s Tata Housing Development Company Ltd	Villa No. 1	Complaint	Complaint	CC/2001/2017	2017	ND: 29.01.2018	For withdrawal of the Complaint	08.08.2017	
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## Litigation Related to the Primanti Project AS Per Required Format – Annexure 10

### PHASE II

Sr. No.	Name of the Court	Case Against	Flat Details	Type of Case	Petition	Case No	Year	Preventive Injunction / Interim Order	Present Status	Next Date
1	National Consumer Disputes Redressal Commission, Delhi	Anup GUPTA versus  M/s TATA HOUSING DEVELOPMENT COMPANY LIMITED,	Tower No. 5, Flat No. 1201	Complaint	Complaint	CC/1653/2017	2017	Complaint heard and admitted on 29/06/2017 and Application No. IA/8662/2017  in CC/1653/2017  allowed on 29/06/2017	Notice issued to complaint in Condonation of delay App filed by Opposite Party	27/04/2018

## Annexure 11 : Litigation Related to the Project – Aveza (Mulund ) Project -

Sr. No.	Name of the Court	Case Against	Type of Case	Petition	Case No	Year	Preventive Injunction / Interim Order	Present Status	Dates
1	High Court Bombay	Mulund Property Tax matter Writ Petition NO. 2051 of 2015 M/s Richa Realtors V/s  State of Maharashtra	Writ Petition	Writ Petition	2051/2015	2015	Ad-interim gramted by High Court on 18.04.2015 not to take any co-coercive action and thereftare on 30 <sup>th</sup> March, 2017, Hon'ble High Court direct the corporation not to take any action against the Petitioner in furtherance of Impugned notice (Exhibit B to additional Affidavit)	Reply of the MCGM Respondent – At urgent Admission Stage	As per High Court Website
2		Mulund Project Industrial Labour Court, Thane	Complaint	Complaint	Complaint (ULP) No.	2016	ND:01.03.2018	Kept for appearnce of the Parties	ND:01.03.2018

	Industrial Court, Thane	The General Secretary Mah Shramik Sanghtana ... Complainant Vs. Rajendar Das (Contractor) & ors ... Respondents			235 of 2016					
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Original Copy

## FORM-T- RECEIPT FOR FEE RECEIVED

Registrar, Mormugao

OFFICE OF THE CIVIL REGISTRAR (CIVIL SUBREGISTRAR) TALUKA MORMUGAO

REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Print Date/Time: 16/Mar/2015 03:24 PM

Regt No: 1921

Date of Receipt: 16/Mar/2015

Serial No. of the Document: 370

Nature of Document: Agreement to sale with possession

Received the following amounts from Sri. Mr.E. Chandrashekar for Registration of above Document in Book-1 for the year 2015

Rs./P

Registration Fee

10000000.00

Processing Fees

800.00

Total: 10000800.00

Amount in words: Rs. 10000 One Lakh Eight Thousand &amp; Eighty Only.

CYCLOSTAMPED BY GOA Civil Registrar

Signature of the Sub-Registrar

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION-OPTIONAL

Please handover the Registered Document to the Person named below.

Name of the Person Authorized:

Sachin Chari

Specimen Signature of the Person Authorized

Signature of the Presenter

TO BE FILLED IN AT THE TIME OF HANDING OVER OF REGISTERED DOCUMENT

The Registered Document has been handed over to

Sachin Chari

on 17/03/15

Signature of the person receiving the Document

Signature of the Sub-Registrar

Designed and Developed by: G. AGS PUNE



for CITIZEN CREDIT<sup>TM</sup>  
CO-OP. BANK LTD.

*NP*  
Authorized Signatory

(Rupees Twenty lakhs only)

CITIZEN CREDIT CO-OP BANK LTD  
E-321, BOM DE CHEN  
PANAJI, GOA 403 001

D-51/ST/PA/CA/135/01/2005-100(PART-III)

श्री २२१ २१४११ नमः न्यायालय ११ जू  
107290 MAR 16 2015  
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12:16  
INDIA STAMP DUTY GOA

Name of Purchaser TATA HOUSING DEVELOPMENT COMPANY LIMITED

*5/5/2015*



JOINT DEVELOPMENT AGREEMENT

*Uhe*

*Subha Bor*



For CITIZENCREDIT™  
CO-OP. BANK LTD.

Authorised Signatory  
*M. Srinivas*

CITIZEN CREDIT CO-OP BANK LTD  
E-301, BINA DE CUNDA  
MUMBAI, GOA 403 001  
D-51ST/MT/CL/135/A/2006-09(MMT-III)

शतक 21412 MON JUDICIAL T (AT)  
184296 MAR 16 2015  
R. 20000000/- PB6818  
INDIA STAMP DUTY GOA

Name of Purchaser TATA HOUSING DEVELOPMENT COMPANY LIMITED

2  
20,00,000/-



(Rupees Twenty Lacs only).

THIS DEVELOPMENT AGREEMENT made and executed this 16<sup>th</sup>  
day of March, 2015 ("Agreement").

*Srinivas*

*Alha*



FOR CITIZEN CREDIT  
CO-OP BANK LTD.  
GOLOS, BANGKOK  
Authorised Signatory

CITIZEN CREDIT CO-OP BANK LTD.  
E-320, BANGKOK  
THAILAND 10250  
D-5151111/1251/1/2005-10(PHAT-III)  
भारत 21413 NON JUDICIAL 71/1  
124295 RAR 16 2015  
Rc 2000000/- P86818  
INDIA STAMP DUTY GDA

(Rupees Twenty Lacs Only)

Name of Purchaser TATA HOUSING DEVELOPMENT COMPANY LIMITED.



BETWEEN

*Alka*



*Indira Khosla*



(Mubeeb Twetive katus duty)

For CITIZENCREDIT <sup>TM</sup> CO-OP. BANK LTD.		CITIZEN CREDIT CO-OP BANK LTD. E-320, BUA DE CHINCH PUNE, GOA 403 001		21414 135297		NON JUDICIAL MAR 16 2015	
Mr. <i>NP</i> Authorized Signatory		D-515119126/7516/7206-40(PUNE-III)		 INDIA		12:20 Rs. 1200000/- P86818	
Name of Purchaser		TATA HOUSING DEVELOPMENT COMPANY LIMITED		INDIA		STAMP DUTY	



- (1) **Mr. Anand Chandra Bose**, an adult, Indian Inhabitant, residing at 701, Anand Towers, Chicalim, Goa, and hereinafter referred to as "Owner No.1" and (2) **Mrs. Sneha Anand Bose**, W/o Mr. Anand Chandra Bose, an adult, Indian Inhabitant, residing at





For CITIZENCREDIT™  
CO-OP. BANK LTD.

Authorized Signatory  
*NP*

*Purchaser*

*701, Anand Towers  
Chicalim, Goa  
NP*

CITIZEN CREDIT CO-OP BANK LTD

E-301, BLDG. DE CONCRETO

PANAJI, GOA 403 001.

REGISTRATION NO. 175111/2006-407(PANAJI-III)



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NON JUDICIAL टी १११  
158291 MAR 16 2015

12.21

R.0050000/- PB6818

भारत  
INDIA

STAMP DUTY

GOA

Name of Purchaser

701, ANAND TOWERS DEVELOPMENT COMPANY LIMITED



50,000/-

701, Anand Towers, Chicalim, Goa, and hereinafter referred to as "Owner No. 2" ( which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and permitted assigns) of the **ONE PART**;



*Signature*

AND

**TATA HOUSING DEVELOPMENT COMPANY LIMITED**, a company governed under the Companies Act, 2013 having its registered office at Times Tower, 12<sup>th</sup> Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013, hereinafter referred to as “**TATA HOUSING**” represented by its Authorized Representative, appointed by the Board Resolution dated 13<sup>th</sup> March, 2015 **MR. E CHANDRASHEKHAR**, aged 46 years, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and/or permitted assigns) of the **OTHER PART**;

**Owner No.1 and Owner No.2** are hereinafter jointly referred to as the “**Owners**”.

**TATA HOUSING** and **Owner** are hereinafter jointly referred to as the “**Parties**” and in the singular as a “**Party**” respectively, as the context may require.

**WHEREAS:**

**A.** The Owners have represented, assured and warranted to **TATA HOUSING** that:

- i. Vide Sale Deed dated 2nd August 2010 duly registered with the office of the Sub-Registrar of Mormugao under Serial No. S.No.1461/10 dated 2nd August 2010 the Owner No.1 herein has purchased the land admeasuring 19525 square metres bearing Survey No. 215/1 situated at Village Sancoale, Taluka Mormugao, District South Goa (hereinafter referred to as “**said Property**”) more particularly described in the Schedule hereunder written which is shown and delineated by black colour boundary line on the plan annexed hereto and marked as **Annexure ‘A’**; for consideration and on the terms and conditions mentioned therein;
- ii. In view of the aforesaid, the Owner No.1 becomes entitled to absolutely seized and possessed of the said Property.



*Handwritten signature*

*Subash Borkar*

- iii. The Owners have obtained the conversion of the said Property into Non- Agricultural use, vide Sanad dated 25th July 2011 bearing No.COL/SG/CONV/48/2011/7082 and the same is valid and subsisting as on date;
- iv. The said Property is fenced by a barbed wire;
- v. The said Property has a current proper access through 10 metres wide public road as shown and delineated by red colour boundary line on the plan annexed hereto and marked as Annexure 'A-1';
- vi. The Said Property falls under C-1 zone with permissible FAR 200%. The permissible development of the said Property is residential, commercial, retail and club;
- vii. The Owners have obtained following permissions as of date:
  - a. NOC for electrical connection dated 23/4/2013 from AE, Electricity Department;
  - b. NOC from Health Department dated 23/04/2013;
  - c. Development Permission dated 12/04/2013 from Mormugao Planning & Development Authority;
  - d. Construction Licence dated 30/04/2013 from Village Panchayat of Sancoale;
  - e. Environmental permission dated 15/09/2014 from Goa SEIAA;
  - f. Consent to Establish dated 07/05/2014 from Goa State Pollution Control Board;
  - g. Provisional Fire NOC dated 27/05/2013 from Directorate of Fire & Emergency Services.

All the aforesaid permissions/consents are valid and subsisting as on date.

- B. TATA HOUSING has represented to the Owners that it has necessary reputation, goodwill, expertise, infrastructure including marketing expertise for construction and development of residential /non-residential buildings and based on such representation, the Owners have approached TATA HOUSING to carry out the joint development



*Handwritten signature*  
*for TATA*

of the said Property for the purpose of construction and - development of residential / non-residential buildings on the basis of fresh building plans to be prepared and submitted by TATA HOUSING to the Owners for obtaining approvals for such plans and consequential approvals/permissions/clearances incidental thereof.

- C. The Parties shall do all such acts, deeds and things and render all possible assistance to each other as may be necessary and expedient to facilitate the development of the said Property by TATA HOUSING, including execution of this Agreement and registering the same with the concerned registration authorities.

D. \*

The Parties have agreed to jointly develop the said Property. In this regard, TATA HOUSING has agreed to undertake the Development (defined *hereunder*) on the said Property by undertaking the Project (defined *hereunder*) and inter alia by construction of the Said Premises (defined *hereunder*) for sale / lease to Transferees (defined *hereunder*) and to enter into this Agreement for that purpose.

- E. The Parties hereto are entering into this Agreement with a view to reduce in writing and record the terms and conditions of such understanding arrived at by and between themselves.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**1. DEFINITIONS AND INTERPRETATION:**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:



*Signature*  
*Signature*



**"Agreed Proportion"** shall have the meaning given to such term in Clause 5.2 hereof;

**"Adjustable Advance"** shall have the meaning given to such term in Clause 6.1 hereof;

**"Affiliate"** means, with respect to each Party, any other entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control with, such Party. The expressions **"control"**, **"controlling"** or **"controlled"**, in relation to a Party, means the possession, direct or indirect, of the power to direct, or cause the direction, of the management and policies of such Party, through voting securities, control over the Board, or otherwise;

**"Agreement"** means this agreement and all schedules, annexures attached to this Agreement, in each case as they may be modified, amended or supplemented from time to time;

**"Applicable Laws"** shall mean any statute, legislation, treaty, code, law, regulation, ordinance, rule, notification, judgment, order, decree, by-law or approval, order or judgment of any competent authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, of any of the foregoing, by any competent authority/ Government Authority having jurisdiction over the matter in question;

**"Approval(s)"** means any and/or all approvals, authorizations, licenses, permissions, clearances, consents, no objection certificates



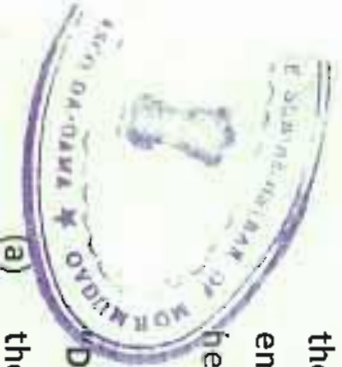
of the said Authority/ies (*defined hereunder*), obtained and/or to be obtained in the name of the Owners and/or TATA HOUSING (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan for the commencement of the development and construction of the said Property/Said Premises) including without limitation environmental clearances, height clearance, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or governmental authority whether state or central, required for purposes of commencing construction and development activity. The Approvals will be obtained by the Owners on the basis of building plans to be prepared by TATA HOUSING in the manner more particularly specified in this Agreement;



**“Authority/ies”** shall mean any Concerned Authority that may/shall grant Approvals in connection with the said Property, Development, Project ( *defined hereunder* ) and/or any matter envisaged herein including Town And Country Planning [TCP], concerned Municipal Corporation, Zilla Parishad, Panchayat, Local Planning Authority, State Government Water Supply & Sewerage Board, State Pollution Control Board, Central Pollution Control Board, Ministry of Environment And Forests [MoEF], State Fire & Emergency Services Department, State Forest Department, Central Forest Department, Bharat Sanchar Nigam Limited (BSNL), Local Tele Communication Agencies/Companies, Geo Spatial Data Centre, State Power Distribution Company and/or any other Power Distribution Company or any other Bodies and/or any other relevant Statutory, State And Central Government Authorities, Ministry of Urban Development and Local or Public Bodies and Authorities and all other Authorities, Government of State and all its Departments, Ministries And Functionaries, Relevant Authorities, Bodies and Functionaries.



**"Construction Overheads/Project Costs"** means and includes all costs and expenses attributable for execution and development of the Project including third party costs to be incurred by and on behalf of TATA HOUSING for the Project (defined hereunder) including interest paid/payable to any Banks/Financial Institutions for any loans, finance and/or credit facilities, which TATA HOUSING has availed of for the purpose of the Project (defined hereunder), inter alia the cost of construction, development and marketing of the Project (defined hereunder), including fees, direct and indirect taxes thereon or other payments (including statutory dues to workmen, employees etc.) payable to the Principal Architect (defined hereunder), engineers, contractors, staff and workmen.



**"Development"** shall mean and include:

- (a) the transformation and/or change caused to take place in the said Property which includes carrying out any construction activity prior to utilizing the FSI available to the extent possible on the said Property for construction of the Said Premises.
- (b) making of any material change in the use or appearance of the said Property and the Said Premises (*defined hereunder*);
- (c) to carry out any infrastructure work on the said Property relating to the said construction including the division of the said Property into lots, pieces and/or sites and/or amalgamation of any plot/s of land comprised in the said Property;
- (d) to provide any amenities, facilities to make the condition of the said Property and/or Said Premises (*defined hereunder*) habitable.

**"Documents"** shall mean any application/s, letter/s, affidavit/s, declaration/s, indemnities, writing/s, and representation/s of any nature.



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"**Encumbrances**" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, demand, leases, tenancies, licences, occupancy rights, trusts, executions, vesting rights, alignments, easements, liabilities, hypothecation, encroachment, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, *lis pendens*, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the said Property save and except as mentioned in this Agreement;

"**Extended Period**" shall have meaning given to such term under clause 4.1 hereof;

"**Force Majeure Event**" means an events which cause stalling or delay in the development or construction of the Project due to occurrence of any of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof occurring after execution of this Agreement, which is/are beyond the reasonable control of the TATA HOUSING, which they are unable to overcome or prevent despite exercise of due care and diligence:

- (i) acts of god, including storm, cyclone, hurricane, tsunami, flood, whirlwind, lightning, earthquake, washout, landslide, soil erosion or any other natural calamity;
- (ii) fire, explosion or prolonged failure of energy caused by reasons not attributable to the TATA HOUSING or any employees, agents or contractors of the TATA HOUSING;
- (iii) hostilities (whether declared as war or not), invasion, riot, civil disturbance, revolution, armed conflict or rebellion, insurrection, act of foreign enemy, terrorism or insurgency;





- (iv) strikes, lockout, boycotts or other industrial disputes which are not attributable to the actions of TATA HOUSING or their respective employees, agents or contractors;
- (v) any imposition or change in Applicable Law that renders the construction and development of the Project or any material part of the Project as illegal;
- (vi) Expropriation, compulsory acquisition or seizure of the Project Property or part thereof by any Authority;; or
- (vii) delay or stalling of the Project due to revocation or injunction/stay of sanctioned Authorizations, delay in or not renewing or granting any Authorization,
- (viii) new ordinance, notification of the government affecting the Project adversely, despite TATA HOUSING, as the case may be, having applied for and complying with such authorization in a time bound, expeditious and in a manner compliant with Applicable Law;
- (ix) non availability of cement, steel or other construction material due to any reason including strikes of manufacturer, suppliers, transporters other intermediary beyond the period of three months from the initial date of non-availability.
- (x) or any event or circumstances analogous to the foregoing.

**"Gross Sales Proceed"** shall have the meaning given to such term in Clause 5.3 hereunder.

**"Instruments"** shall mean any powers of attorney, agreements, deeds, including instruments like agreement for sale, sale deed, lease agreement, lease deed, license agreements, construction contracts, supplier contracts, mortgage deeds, finance documents and all documents and agreements necessary to create and register the mortgage of the said Property and/or the Said Premises (defined hereunder), sale, lease, license of the said Property and/or the Said Premises (defined hereunder).



*Signature*

*Signature*

**"Lease/Licence Revenue"** shall have the meaning given to such term in Clause 5.4 hereunder.

**"Notice of Commencement of the Project"** shall have the meaning given to such term in Clause 4 hereunder.

**"Condition Precedent for Commencement of the Project"** means compliance of the conditions by Owners for getting the building plans sanctioned and approved from the Authorities on the basis of building plans prepared by TATA HOUSING which are required for commencement of Development and construction of the said Property (including but not limited to MOEF permission/NOC/clearance, commencement certificate and height Clearance from competent Authority/ies) which is more particularly mentioned in clause 3.9.

**"Power of Attorney" or "POA"** means the limited Power of Attorney granted by the Owners in favour of TATA HOUSING simultaneously upon execution of this Agreement;

**"Professional Specialists"** shall mean professionals including architects, engineers, quantity surveyors, RCC consultants, soil survey experts, interior decorators, landscaping consultants, builders, construction agencies, civil engineers, contractors, electrical engineers, planners, designers, structural consultants, project management consultants, contractors, environment consultants, supervisors, workmen, other specialists and experts, evaluation agencies, legal professionals, chartered accountants, cost accountants, insurance agency and all other consultants /agencies/persons/professionals and other specialists and experts



*Signature*

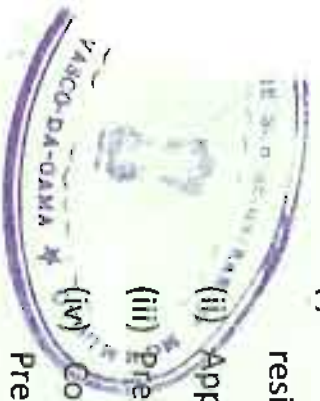
whom TATA HOUSING may appoint from time-to-time for the Project.

**"Project"** shall mean any or all of the following activities to be carried out by the Parties on the said Property-

- (a) the activities, works to be performed and/or the obligations to be accomplished and/or performed by the respective Parties under this Agreement, and includes –

- (i) Obtaining permission for change of usage on the said Property for residential use.
- (ii) Appointing or engaging Professional Specialists;
- (iii) Preparing or cause to prepare the Project plan/s;
- (iv) Constructing or causing to construct on the said Property the said Premises (*defined hereunder*);
- (v) Obtaining the plan approval and necessary sanction;
- (vi) Serving Projects Notices;
- (vii) Carrying out construction and related infrastructure development on the said Property, for the purpose of transferring;
- (viii) Causing to transfer the Said Premises (*defined hereunder*); with or without the undivided proportionate share in the said Property;
- (ix) Causing the handover of possession of the Said Premises to the Transferees and said Property in of Transferees of the said Premises or their association as the case may be;
- (b) and all such acts, deeds and things or parts thereof that may be necessary to do the above.

**"Project Sales Proceeds Account"** shall mean the designated bank account to be opened by TATA HOUSING for deposit of Gross Sales



Proceeds and Lease/Licence Revenue, as provided in Clause 7.1 hereunder.

**"Project Completion"** means the issuance of Completion Certificate from the Concerned Authorities for the last constructed building of the Project.

**"Revenue Share"** shall mean the proportionate share of the Owners and TATA HOUSING respectively, in the Gross Sales Proceeds and Lease/Licence Revenue, as described in this Agreement.



**"Sanctioned Plan"** means the plan with respect to the Project, as approved by the Authority/ies, subject to any changes/amendments required to be made thereto for procuring such approval of the Authority/ies;

**"Said Premises"** shall mean the following to be constructed, erected, installed and/or placed on the said Property, (but excluding common areas and amenities):

- (i) any residential or non-residential building/s or any part or portion thereof including units/ villas/ bungalows/ flats/ apartments/ car parking spaces/hotels/shops/ office spaces; and/or
- (ii) structure/s (including installation of any machinery) of any nature or any part or portion thereof including and all or any and/or necessary amenities thereto.

**"Third Party Estate Manager"** shall mean any person who is in the business of maintaining property, as may be appointed by TATA HOUSING to maintain the Project after Project completion;



*Handwritten signature of Jyoti K. Borse*



**“Transfer”** shall mean transfer by way of sale, lease, license or in any other manner whatsoever.

**“Transferee/s”** shall mean any prospective purchaser, transferee, lessee, licensee etc. in respect of the Said Premises or any part or portion thereof or who may obtain the status of owner, transferee, lessee, licensee etc. on the basis of the instruments duly executed in pursuance of this Agreement.

**1.2 INTERPRETATION:**

In this Agreement, unless the context requires otherwise:

- 1.2.1 reference to the singular includes a reference to the plural and vice versa;
- 1.2.2 reference to any gender includes a reference to all other genders;
- 1.2.3 reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4 reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5 reference to any Clause, Section, Schedule, Annexure or Appendixes, if any, shall be deemed to be a reference to an Clause, a Section, Schedule, Annexure or appendix of or to this Agreement.
- 1.3 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless



the contrary is expressly stated or the contrary clearly appears from the context.

- 1.5 If any provision in any Clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

- 1.6 The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.

- 1.7 The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.

- 1.8 The Schedules, Annexure, Appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

- 1.9 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).



## 2. JOINT DEVELOPMENT OF THE PROJECT:

- 2.1 The Owners and TATA HOUSING hereby agree to jointly develop the said Property by undertaking the Project, wherein the Owners shall bring in the said Property free of all disputes, encumbrances and clear title with all desired approvals, permission & sanction for the purpose of development of the Project and TATA HOUSING shall, at its cost, develop the said Property in accordance with this Agreement and in lieu of the said respective contributions by the Parties, the



Owners and TATA HOUSING shall each be entitled to a consideration, being their respective Revenue Shares, as described hereunder.

2.2 The Parties agree that TATA HOUSING shall develop the said Property by undertaking the Project and the Owners shall render all necessary assistance as may be required by TATA HOUSING from time to time.

2.3 Pursuant to this Agreement, TATA HOUSING shall exclusively develop the said Property and execute the Project, in terms of this Agreement for the construction of the Said Premises on the said Property.

2.4 The Owners on request made by TATA HOUSING, shall entrust upon TATA HOUSING such powers which the Parties may deem fit to do all such acts on behalf of the Owners. In case there are any other documents, deeds, applications, affidavits, undertakings and the like which may be required to be signed and executed by the Owners for the purposes of the Project, then the Owners undertake and shall be obligated to sign and execute all such other documents, deeds, applications and the like in accordance with the law and as per terms and conditions of this Agreement.

2.5 The Owners have represented to TATA HOUSING that the existing said Property is eligible for 200% FSI/FAR which can be utilized to build residential and non-residential project and /or such other use as permitted by the Local Planning Authority. In case of reduction. In case of reduction of abovementioned exiting FAR/FSI, proportionate Revenue Share of the Owners shall stand reduced proportionately.

2.6 The Parties agree that TATA HOUSING shall endeavor to utilize the FSI available on the said Property without adversely impacting the marketability and aesthetics of the Project. In the event any additional/future FSI/FAR/TDR is available on the said Property, then TATA HOUSING at its discretion may agree for availing the benefits and advantages of the same, and as regards incurring the cost (if any) and utilize the said additional/future FSI/FAR/TDR or any part thereof in the Project, in the best interest of the Project. The Parties have



further agreed that the cost of obtaining such additional/future FSI/FAR/TDR, if at all, shall be solely borne by the Owners.

2.7 TATA HOUSING shall get the concept design prepared in respect of the said Property for the Project in the manner it deems fit and proper. The Owners shall get the final plan approved as per TATA HOUSING's concept design from the Authority/ies subject to all Applicable Laws within stipulated time as mentioned hereinbelow. All the statutory expenses (i.e. Taxes/levies/charges payable to the Government) for such approval shall be borne by TATA HOUSING.

2.8 TATA HOUSING shall have the sole absolute and exclusive discretion in conceptualizing the scheme of Development of the said Property and undertaking the Project, and in this regard, TATA HOUSING shall be freely entitled to develop the said Property in any manner it deems fit, as per sanctioned and revised plans and subject to all applicable laws, rules and regulations.

TATA HOUSING shall have the right to change the user/usage of the said Property from time to time as it may require and deem fit for development of the Project..

2.10 TATA HOUSING shall, be entitled to divide and/or sub-divide the said Property or to undertake the amalgamation of the said Property or any portion/s thereof with any adjoining lands or properties and/or enter into any agreements or arrangements with the adjoining owners and/or occupiers and/or TATA HOUSING of any adjoining lands or properties, as it may deem fit and proper for enhancing the development potential of the Project.

2.11 TATA HOUSING shall, in carrying out the Development of the said Property, be freely entitled and have the right to use and have the benefit of all the approvals, permissions, sanctions, orders, exemptions, clearances and No Objection Certificate (NOC) which have been obtained prior to execution of this Agreement by the Owners in respect of the said Property and its development and





transfer, the originals or copies whereof have been handed over and delivered by the Owners to TATA HOUSING on the execution of this Agreement, list whereof is annexed hereto as **Annexure "B"**.

2.12 It is agreed by the Parties that the Condition Precedent for Commencement of the Project shall be obtained by Owners at their sole cost and expenses, however, subject to any other terms of this Agreement TATA HOUSING may obtain hereafter at its sole cost and responsibility, shall have the right and liberty to, from time to time, apply for and obtain all further or other approvals, permissions, sanctions, orders, exemptions, clearances and NOCs from all Authority/ies, in respect of the Project or in pursuance of this Agreement, as TATA HOUSING may deem fit and proper in its sole and unfettered discretion and the Owners shall assist TATA HOUSING in obtaining the aforesaid approvals if required.

2.13 Simultaneously on execution of this Agreement, the Owners shall execute and deliver the Power of Attorney ("POA") in favour of TATA HOUSING. The Parties recognize, that while TATA HOUSING is authorized to do all such acts on behalf of the Owners as are provided in the POA, in case there are any other documents, deeds, applications, affidavits, undertakings and the like which may reasonably be required to be signed and executed by the Owners for the purposes of the Project, then the Owners undertake and shall be obligated to sign and execute all such other documents, deeds, applications and the like.

### 3. PROJECT IMPLEMENTATION:

3.1 TATA HOUSING will be solely and exclusively entitled and obligated, to carry out at its sole cost and responsibility the Development of the said Property, for quality, cost, planning, schedule, aesthetics, pricing and marketing. TATA HOUSING will be entitled to decide on the layout of the Development and the design of the residential/ non-



residential building/s as also on the cost of construction, pricing and marketing of the Project.

- 3.2 TATA HOUSING shall have the sole right and obligation, at its sole risk and cost, to appoint all Professional Specialists including an architect ("Principal Architect") of its own choice for the Project. In this regard, TATA HOUSING's decision of appointment of the Professional Specialists shall be final and TATA HOUSING shall not be obliged to take any prior approval/consent of the Owners. TATA HOUSING shall be solely entitled to further appoint other liaisoning/ municipal architects and other consultants for structuring, plumbing, waterproofing, landscaping etc. for the Project.



- 3.3 TATA HOUSING shall be exclusively and solely entitled and responsible, at its sole risk and cost, to conduct the marketing, branding, promotion, advertising, public relation activity and all other such activities in relation to the advancement of and/or selling of the Project and consent of the Owners shall not be required in this regard. Further, TATA HOUSING may appoint such agencies or other entities to carry out the activities as contemplated under this clause. TATA HOUSING may, if require, approach the Owners for such support in relation to generation of leads of prospective buyers subject to the Applicable Laws and the Owners will render all reasonable and required support in this regard.

- 3.4 TATA HOUSING, at its sole responsibility and cost, shall also have the right to outsource the construction work to a contractor or third party to which the Owners shall have no objection.

- 3.5 TATA HOUSING shall have the authority to apply for or agree to modifications to the Sanctioned Plan as may be considered proper by TATA HOUSING from time to time, within the overall Project and no prior consent from Owners is required.

- 3.6 TATA HOUSING alone shall have power to negotiate the sale, lease or other transfers of the Said Premises at the best available prices in the



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market for the mutual benefit of the Parties and the Gross Sales Proceeds and Lease/Licence Revenues that may be realized by sale, lease or transfer of the Said Premises in any other manner whatsoever shall be divided between the Parties in the Agreed Proportion in the manner set out in this Agreement.

- 3.7 The Parties shall, if required, for better marketability/acceptability of the Project, may include a school/hospital /public amenity as part of the Project master plan and the location of the same shall be solely decided by TATA HOUSING. Both Parties hereby agree to accommodate any format for disposal of aforementioned amenities like (i) sale of land to a school operator (ii) sale of constructed built-up area to suit requirements of schools / hospitals etc. The costs of development and construction for the above shall be paid and borne by TATA HOUSING and the sale consideration/revenues shall be shared between the Owners and TATA HOUSING in the Agreed Proportion.

- 3.8 TATA HOUSING shall endeavor to get the concept design/building plans for the whole Project or in case of phase-wise Development of the Project prepared and forward the same to the Owners within reasonable period post execution of this Agreement for its Approvals to be obtained by the Owners from the Authority/ies. In case of phase-wise Development of the Project, TATA HOUSING shall also prepare the concept design/building plans for subsequent phases and forward the same to the Owners, for its Approvals to be obtained by the Owners from the Authority/ies.

- 3.9 Within a period of 180 days from the date of submission of concept design/building plans by TATA HOUSING to the Owners, the Owners shall obtain the sanction of building plans and Approvals, from the concerned Authority/ies, required for commencement of Development and construction of the said Property (including but not limited to MoEF permission/NOC/clearance, commencement certificate or similar approval and height Clearance from competent





Authority/ies) and the same shall be condition precedent for commencement of Development and construction of the said Property by TATA HOUSING ("Condition Precedent for Commencement of the Project"). It is agreed by the Parties that all the expenses (i.e. for such Approval shall be borne by the Owners save and except statutory expenses payable to Authorities which shall be borne by TATA HOUSING

3.10 Upon compliance of the Condition Precedent for Commencement of the Project, the Owners shall give written notice to TATA HOUSING with respect of compliance of the Condition Precedent for Commencement of the Project ("Compliance Notice").

3.10.1 In the event, Owners fail to comply with Condition Precedent for Commencement of the Project within 180 days as mentioned hereinabove then the Owners shall be liable to pay interest of 15% p.a. on the amounts spent by TATA HOUSING on the project till date and on the Adjustable Advance paid to the Owners from the date of payment of such Adjustable Advance and expense incurred by TATA HOUSING till the time the Condition Precedent for Commencement of the Project is complied with by Owners to the satisfaction of TATA HOUSING;

3.10.2 If the Owners fail to comply with Condition Precedent for Commencement of the Project within 180 days within which the Owners have to comply and fulfill the Condition Precedent for Commencement of the Project, then the TATA HOUSING shall have an option to terminate these presents as per clause 14 herein below.

3.11 In the event if any time in the future during the Project implementation TATA HOUSING is required to provide constructed units to the government for the purpose of EWS/LIG Housing and/or any such other Units of similar nature, the parties will mutually agree *interalia* on the cost and the sharing of proceeds thereof if any. The Owners at their cost shall be responsible for liasoning and



resolution of all issues pertaining to the Said Property, arising out of local residents, local bodies, gram panchayats, villages, any NGO, police department, fire department, forest department, all Govt. authorities and inspection agencies as required from time to time during the Project duration till the completion of the Project. However, this shall be restricted to issues pertaining to the Said Property only and the development thereof.

#### 4. PROJECT COMPLETION:

Within 60 days from receipt of Compliance Notice from Owners, TATA HOUSING shall (subject to Force Majeure Events) commence the Development and construction on the said Property in accordance with the terms of this Agreement. TATA HOUSING shall issue a written notice of such commencement to the Owners ("**Notice of Commencement of the Project**"). TATA HOUSING will endeavor to complete the Development of the said Property within 60 month from the date of **Notice of Commencement of the Project ("Project Period")**. The Project Period shall be subject to exclusion of the period lost due to Force Majeure Events and delay by Owners to obtain any intermediate approvals required for the Project. TATA HOUSING may develop the Project in any number of phases/parts and at any intervals, as it may deem fit and proper, subject to provisions of this Agreement.

- 4.1 It is agreed by the Parties that despite of best efforts of TATA HOUSING, if the Project cannot be completed within the Project Period, then there shall be an extension for completion of the Project for a further period of 12 months ("**Extended Period**").

In the event of the Project being stalled for reason of any Force Majeure Events then such Force Majeure period shall be excluded from the computation of the aforementioned time period.



*Signature*



4.2 It is expressly understood by the Parties that if there are any claims made by the prospective Purchasers/Transferees in relation to delay in delivery of possession of all /any part of the Said Premises, including without limitation during any Extended Period, then TATA HOUSING shall be solely liable and responsible for the same and all the losses caused thereby, save and except for the delay caused due to reasons attributable to Owners' non-performance of the obligations under this Agreement and claims arising by reason of any claims by third party on the title for which, Owners will be responsible to Purchasers / Transferees and shall at all times keep TATA HOUSING fully indemnified.

4.3 The Parties agree that TATA HOUSING will not be liable to the Owners/Transferees for any delay in the completion, if such delay occurs on account of any Force Majeure and for the delay caused due to reasons attributable to Owners' non-performance of the obligations under this Agreement.

4.4 Upon completion of the Project, the management and maintenance of the Project shall be handed over to the co-operative society/association and/or any other legal entity or corporate body comprising of Transferees of the Said Premises, unless otherwise mutually agreed in writing, the management and maintenance of the Project, including the common areas, facilities and amenities shall be managed by TATA HOUSING or shall be handed over on its behalf to any agency or Third Party Estate Manager at its sole discretion.

## 5. REVENUE SHARING:

5.1 It is agreed by and between the Parties that the entire cost and expense of the Development of the Project shall be provided and met solely by TATA HOUSING.



5.2 The Gross Sales Proceeds of the Said Premises shall be shared between the Owners and TATA HOUSING, in the following proportion ("Agreed Proportion")

TATA HOUSING:	80 %
OWNERS:	20%

5.3 For the purpose of this Agreement, the expression "**Gross Sales Proceeds**" shall mean all proceeds of sales received and receivable from the sale of the Said Premises to be constructed on the said Property and all other cash receipts and proceeds and revenues from or in respect of the Project. Such sale proceeds shall be reflected in the sale deeds/ agreement for sale/ conveyance deed entered with the purchasers/transferees of the Said Premises.

It is clarified that earnest money received towards confirmed sales of Said Premises shall be included in Gross Sales Proceeds subject to the exclusions given herein below.

The following are excluded from and shall not for part of the Gross Sales Proceeds:

- (i) Any refundable/non-refundable deposits and/or municipal deposits and/or charges specifically for any services to be rendered, collected from the prospective purchasers/Transferees, to the extent not representing the sale price of the units to prospective purchasers /Transferees.
- (ii) Stamp duty and registration fees and other incidental and allied costs and expenses for all agreements, deeds and documents, collected and recovered from the prospective purchasers/Transferees.
- (iii) Charges/revenue towards car park, club house fee or club house development charges and cost or consideration received at actuals, for any extra civil work carried out by TATA HOUSING at the instance of prospective purchasers/ Transferees of the Said Premises, in addition to the normal specification of the Said Premises as stated in





the standard agreements for sale with the prospective purchasers/Transferees.

- (iv) VAT/Service Tax, Goods and Services Tax (GST) and all other taxes/statutory levies as and when applicable or any other statutory dues/duties imposed on the execution of this Agreement/during the term of this Agreement or any other taxes /duties, maintenance charges, forfeiture charges, administrative charges, interest and other charges for late payment application /processing fees, transfer fees if any, collected/receivable from the prospective purchasers/Transferees.

- (v) Any compensation given to customer on account of delay in handover due to any title related issue will be excluded from the gross sales proceeds.

Any contingent liability arising due to court/tribunal proceedings initiated by the purchaser of a particular unit/s, which shall be set off against subsequent sale of that particular unit which is subject matter of above court/tribunal proceedings.

- (vi) Statutory development charges recovered from the Purchasers, if applicable.

- 5.4 In case TATA HOUSING, decides to give any part of the Said Premises on lease, then the revenue earned from the same ("Lease/licence Revenue") shall be divided between the Owners and TATA HOUSING in the Agreed Proportion as under: -

<b>TATA HOUSING</b>	<b>:</b>	<b>80 %</b>
<b>OWNERS</b>	<b>:</b>	<b>20 %</b>

- 5.5 For the purposes of this Agreement, the Lease/Licence Revenue earned from giving the Said Premises on lease/leave and license shall, unless otherwise mutually agreed, mean all proceeds received or receivable towards the rent/license fees or other





consideration in respect of the Said Premises; however the following payments paid by the lessee/licensee shall be excluded:

5.4.1 Any sum paid as refundable security deposit for the due performance of the terms and conditions of the lease/ license, as the case may be;

5.4.2 Stamp Duty and Registration fees and other incidental expenses collected from the prospective lessee/licensee.

5.4.3 Taxes, duties, maintenance charges, forfeiture charges, interest for late payment, processing fees, collected from the prospective lessee/licensee, as the case may be.

5.4.4 Cost or consideration received at actuals, for any extra civil work carried out by TATA HOUSING at the instance of prospective lessee/licensee of the Said Premises, in addition to the normal specification of the Said Premises as stated in the standard lease/license agreement with the prospective lessee/licensee.

5.4.5 VAT/Service Tax, GST and all other taxes/statutory levies as and when applicable or any other statutory dues/duties imposed on the execution of this Agreement/during the term of this Agreement or any other taxes/ duties, maintenance charges, forfeiture charges, administrative charges, interest and other charges for late payment application/processing fees, transfer fees if any, collected/receivable from the prospective lessee /licensee.

5.6 The Owners shall be entitled, in lieu of receiving such Lease/Licence Revenue as aforesaid, to opt to exit from the portions of the Said Premises that are proposed to be leased or given on licence, on terms to be mutually agreed by the Parties.

5.7 An aggregate Revenue to be shared to the Owners, from Gross Sales Proceeds and Lease/Licence Revenue to be generated/accrued from the Project shall be hereinafter collectively referred to as "(Owners' Revenue Share") which shall be payable at the expiry of Project



Period, and until it is paid to the Owners after expiry of Project Period, TATA HOUSING shall be entitled to use the same for project purpose. The said Owners' Revenue Share shall be subject to Owners maximum revenue share as may be decided by the Parties and recorded separately in accordance to clause 16 of this Agreement.

- 5.8 The aforesaid payment of Owners' Revenue Share after adjusting the Adjustable Advance will be paid to the Owners at the expiry of the Project Period, provided that there is no stoppage of construction and sales of the Project due to any of the following reasons attributable to the Owners:-

- 5.8.1 Title related issues;
- 5.8.2 Approval related issues of the Project;
- 5.8.3 Injunction / stop work notice / law suit on the Project and
- 5.8.4 Force Majeure Events.

- 5.9 The Owners shall not be entitled to securitize their Revenue Share as contemplated herein without prior written consent of TATA HOUSING.

## **6. ADJUSTABLE ADVANCE:**

- 6.6 TATA HOUSING shall pay to the Owners, an interest-free adjustable advance of Rs.25,00,00,000/- (Rupees Twenty Five Crores Only) ("Adjustable Advance") in the following manner subject to deduction of 1% applicable tax deductible at source:

- 6.6.1 A sum of Rs. 10 Crores (Rupees Ten Crores only) paid to the Owners upon execution of these presents against the Owners depositing the original title documents as specified in Annexure "C";
- 6.6.2 A further sum of Rs. 10 Crores (Rupees Ten Crores only) shall be payable upon of receipt of Compliance Notice from the Owners



*Almeida*  
*Frederick*

informing compliance of all Condition Precedent for Commencement of the Project to the satisfaction of TATA HOUSING.

6.6.3 Balance amount of Rs. 5 Crores to be paid in equal instalments of Rs 13.889 Lakhs per month, for 36 months, [first instalment starting within 07 days from the date of receipt of all Condition Precedent for Commencement of the Project as mentioned in Clause 3.3 hereinabove to the satisfaction of TATA HOUSING].

The above mentioned Adjustable Advance shall be adjusted against Owners Revenue Share accrued.

6.7 It is expressly agreed and acknowledged by the the Owners that during the term of this Agreement, the Owners shall not create any mortgage, charge, claim or lien on the said Property save and except for construction finance of the Project as per requirement of TATA HOUSING. It is expressly agreed by and between the Parties that the Adjustable Advance paid by TATA HOUSING to the Owners shall be first recovered/adjusted by TATA HOUSING from the Owners' Revenue Share.

6.8 Notwithstanding any of the above, the Owners and TATA HOUSING specifically agree that, TATA HOUSING shall be entitled to set off the entire Adjustable Advance from the Owners' Revenue Share on or before the Completion of the Project as it may deem fit.

6.9 TATA HOUSING shall have a first claim for recovery of the balance amount (if any) of the Adjustable Advance due to it from the Owners from and out of the Gross Sales Proceeds and Lease/Licence Revenue.

## **7. PROJECT SALES PROCEEDS ACCOUNT AND STATEMENTS:**

7.6 The Gross Sales Proceeds and Lease/Licence Revenue shall be deposited in a designated bank account to be opened by TATA



HOUSING as may be decided by TATA HOUSING established in the name of TATA HOUSING and operated by TATA HOUSING, for the Project ("**Project Sales Proceeds Account**"). It is expressly agreed by and between the Parties that the Project Sales Proceeds Account shall be operated solely by TATA HOUSING. TATA HOUSING shall deposit each installment of Gross Sales Proceeds and Lease / Licence Revenue as and when collected from the prospective purchaser/ Transferees into the Project Sales Proceeds Account, quarterly basis in a timely manner and in any event within a reasonable time of such collection.



7.7 TATA HOUSING shall furnish to the Owners, yearly statements (MIS) within 21 (Twenty One) days of closure of financial year (every 12 months), with details of the number of Transfers/Sales of Said Premises, the total monies received from such Transfers/Sales and the collection and distribution of the Gross Sales Proceeds and Lease/licence revenue between the Owners and TATA HOUSING, including adjustment of the Adjustable Advance. And further, TATA HOUSING shall submit also sales and Lease/Licence revenue statements yearly basis to the Owners duly certified by a Chartered Accountant within 21 days from the end of financial year.

7.8 TATA HOUSING shall disburse and transfer, the accrued aggregate Owners' Revenue Share to the Owners, within 21 days from expiry of the Project Period (subject to deduction of applicable taxes[direct/indirect]) or such other deductions otherwise agreed and mentioned in this agreement, to the Owners (save an except the proportionate deduction of the Adjustable Advance as mentioned hereinabove) which shall be, subject to deduction of any tax required under law from time to time and shall retain for itself, the balance in the Project Account, which shall be used/transferred at the sole discretion of TATA HOUSING.

7.9 On the completion of the Project a final accounts of the Project shall be made up, and rendered by TATA HOUSING to the Owners, with





full and complete details with regard to the sales of the Project and all other related matters.

**8. TAXES:**

- 8.1 Each Party shall be responsible for its own tax liability including direct and indirect taxes for incomes received and/ or gains arising as a result of implementation of the Project or otherwise pursuant to this Agreement. Each of the Parties shall promptly pay all taxes, levies and duties due from it, including without limitation income tax, works contract tax, Value Added Tax (VAT), GST and service tax if applicable, whether due at present or arising out of any statutory demand/requirement in the future, as and by way of its personal liability and shall keep the other Party fully indemnified there from.



The Owners shall pay and discharge all municipal taxes, rates, cess and other public dues with respect to the said Property till the date of execution of this presents/Agreement. In case any such taxes are paid by the Owners, pursuant to the execution of this Agreement the same shall be reimbursed by TATA HOUSING at actuals within 15 (fifteen) days of demand. TATA HOUSING shall be liable to pay all land tax pursuant to the execution of this Agreement.

- 8.3 If and to the extent that TATA HOUSING is obliged by Law to make any withholding from the Owners' portion of the Revenue Share, TATA HOUSING shall promptly pay over the withheld amount(s) to the Revenue and provide the Owners, appropriate tax deduction certificate(s).

- 8.4 If and to the extent that Owners are obliged by Law to make any withholding from the TATA HOUSING's portion of the Revenue Share, the Owners shall promptly pay over the withheld amount(s) to the Revenue and provide the TATA HOUSING, appropriate tax deduction certificate(s).

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*J. Mahabadi*



8.5 The payment of stamp duty and registration charges in respect this Agreement and the POA given by the Owners and on all other related documents for the Project, subsequent to this Agreement shall be shall be borne solely by TATA HOUSING and the Owners shall assist TATA HOUSING to have efficient and minimum stamp duty and registration charges thereon.

8.6 The Owners shall not have any liability on account of stamp duty or registration fees regarding the above. It is further expressly agreed between the Parties that the Owners shall solely bear the Stamp Duty (Deficit or otherwise) and Registration charges on the Title Documents or any other documents to perfect their title on the said Property, if required.

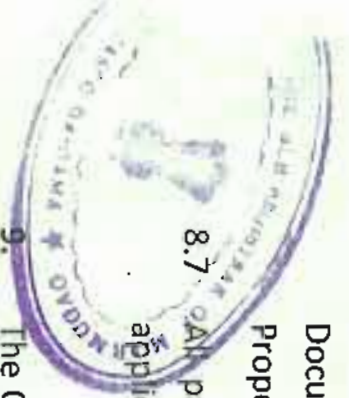
8.7 All payments to be made herein shall be subject to deduction of applicable taxes.

9. The Owners and TATA HOUSING hereby undertake to indemnify and

keep indemnified each other and their respective directors, partners and employees, from and against any claims, penalty, charge, liability, proceeding or restrictive order which may arise on account of the non-compliance of statutory requirement for non-payments of taxes, levies, duties, service tax etc. or any other actions or inactions which may have the potential of rendering the transaction envisaged under this Agreement void or voidable or otherwise incapable of being implemented.

#### 10. DEVELOPMENT:

10.1 For so long as this Agreement remains in force, no one other than TATA HOUSING shall be entitled to undertake the Development and construction work on the said Property. TATA HOUSING may undertake the same, at its own risk and cost, either by itself or through contractors and sub-contractors and may divide the work



among such contractors and sub-contractors, as it may deem fit and proper, from time to time. TATA HOUSING shall be free to appoint contractors, sub-contractors and other necessary personnel of its choice at its sole discretion, risk and cost and upon such terms and conditions as it deems fit.

10.2 TATA HOUSING shall carry out the Development/construction activities with a view to maximizing the Revenue Share of each Party from the Project. TATA HOUSING shall be free to develop the said Property in such manner as it deems fit, but always in accordance with the applicable law, rules and regulations and the specifications and as per the agreed provisions of this Agreement. TATA HOUSING shall make best endeavors to ensure that the best quality standards of the industry are met and maintained at all times.

10.3 Notwithstanding anything contained to the contrary, TATA HOUSING shall be free and entitled to decide how best to dispose of the Said Premises or parts thereof constructed on the said Property.

10.4 TATA HOUSING's license to enter and construct upon the said Property and the lawful activities undertaken thereon pursuant to this Agreement shall not be disturbed or interrupted by the Owners directly or indirectly under any circumstances.

10.5 The Parties recognize that this Agreement imposes legal, valid and binding obligations on them.

## **11. REPRESENTATIONS AND COVENANTS AND OBLIGATIONS OF THE OWNERS:**

The Owners hereby confirm, declare, covenant, undertake and represent to TATA HOUSING as follows:

11.1 The Owners confirm that whatever is stated in the Recitals hereinabove, shall be deemed to be declarations and representations on the part of the Owners as if the same were set out herein in



*verbatim* and forming an integral part of this Agreement. All the representations made by the Owners in this Agreement shall be valid and binding and shall be made part of this Agreement.

11.2 The Owners are the absolute owner of the said Property and the clear, marketable and unencumbered title in the said Property vests solely with the Owners.

11.3 The Owners are absolutely seized and possessed of and otherwise well and sufficiently entitled to develop the said Property which is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, executions, attachments, vestings, alignments, easements, liabilities, whatsoever and the said Property has an available and usable potential for development.

11.4 The Owners alone are in actual physical possession, use, occupation and enjoyment of the Said Property and there is no tenant, mundcarial, occupier, trespasser or encroacher or any thoroughfare on the Said Property or any part thereof.

11.5 There are no land locked parcels / pockets within the Said Property and that no other person / party enjoys any easementary right over any part of the Said Property.

11.6 The Owners have full power to enter into this Agreement and represent that, there are no facts, circumstances, contracts, arrangements, which in any manner will be adversely prejudicial to the Development of the said Property under this Agreement. Save and except the Owners, no other person or persons have any claims, right, title or interest of any nature whatsoever in the Said Property.

11.7 The Owners and TATA HOUSING shall execute all necessary Documents and/or Instruments to undertake the Development and register the same with the concerned registering authorities.





11.8 The Owners shall obtain comply with the Condition Precedent for Commencement of the Project within stipulated time.

11.9 The Owners have represented that they have clear and marketable title, free from all encumbrances on the said Property and all original sale deeds and documents evidencing such rights and documents necessary to prove such title have already been made over by the Owners to TATA HOUSING and the Owners agree and undertake to hold TATA HOUSING harmless and keep it fully indemnified against all claims, demands, suits actions and proceedings and all costs charges and expenses and all loss, damages, liabilities, fines, penalties incurred or suffered by or caused to or levied or imposed on TATA HOUSING or on the Project.

11.10 Neither the Owners nor anyone on their behalf have entered into any agreement or arrangement whatsoever, written or oral, relating to and/or concerning the said Property and which could in any manner whatsoever impact this Agreement. The Owners have not mortgaged or created any charge or Encumbrance on the said Property or any portion thereof.

11.11 Pursuant to the execution of this Agreement, the Owners expressly agree with TATA HOUSING that during the subsistence of this Agreement, the Owners shall not enter into any agreement or arrangement whatsoever, written or oral with any person/s or third party for Transfer of the said Property or affecting the Development of the said Property under this Agreement.

11.12 Pursuant to the execution of this Agreement, the Owners expressly agree with TATA HOUSING that during the subsistence of this Agreement, the Owners shall not change the ownership of the said Property.

11.13 The Owners further represent that the Owners have not received any notice for the acquisition or requisition of the said Property. The Owners have not received any notice of violation of any law or



municipal ordinance, order or requirement having jurisdiction over or affecting the said Property.

11.14 All rents, rates, taxes, assessments, dues, duties, cesses, and other outgoings whatsoever payable in respect of the said Property to the Authorities have been duly paid and discharged by the Owners till the date of execution of this Agreement and shall continue to be paid until disposal thereof to the Transferees, subject to reimbursement as part of the Project expenses, except the penalties or penal interest charged by the Authorities for short or non-payment of these within due date.

11.15 That, there are no drains, sewers, cables, water pipes, gas pipes, overhead cables/wires passing through and/or over the said Property, which have not been disclosed to TATA HOUSING

11.16 The Owners at their cost shall be responsible for liasoning and resolution of all issues pertaining to the said Property, arising out of local residents, local bodies, gram panchayats, villages, any NGO, police department, fire department, forest department, all Govt. authorities, and inspection agencies as required from time to time during the Project duration till the completion of the Project. However, this shall be restricted to issues pertaining to the said Property only and the development thereof.

11.17 The Owners have not violated and shall not violate any permissions obtained and/or required from various authorities including panchayat, forest department, municipal authority, aviation, defense and other authorities having impact on the Project or said Property with respect to development of the said Property as required from time to time.

11.18 On completion of the Project (or parts thereof) as herein contemplated, the Owners shall execute documents and instruments necessary for the Transfer in favour of the Transferees, in undivided



shares in the said Property or otherwise and the Said Premises, as requested by TATA HOUSING.

11.19 The Owners shall forthwith furnish to TATA HOUSING in connection with the said Property and the Project, any order, circular, notice, notification, directive, etc. which may be served upon or received by them, which are issued by any government, local or public body or authority or by any court, tribunal or quasi-judicial body or authority, or by any other person.

11.20 The Owners and TATA HOUSING shall jointly carryout the Development of the said Property and allow license to TATA HOUSING to enter the said Property on the execution of this Agreement.

11.21 The Owners have free and unhindered access to and from the said Property and, there are no *lis pendens*, suits, legal proceedings, temporary/permanent injunctions and pending or threatened litigation including attachment or other forms of distress with respect to the said Property or against the Owners which may adversely affect the rights of TATA HOUSING contained in this Agreement.

11.21.1 In the event of any dispute arising out of defect in Title of the said Property due to document(s)/information(s) not disclosed to TATA HOUSING by the Owners leading to any Injunction/Court order restricting the construction on the said Property, then in that event any loss, including but not limited to reputational risk which may be suffered by TATA HOUSING due to non-disclosure or misrepresentation by the Owners then in such an event the Owners shall pay to TATA HOUSING, **Rs.5,00,000/- (Rupees Five Lakhs only)** per day from the date of stay granted by any authority or tribunals or court till the time such stay is vacated subject to maximum of 1% of the total Revenue to be generated from the Project.

11.21.2 the Owners agree that TATA HOUSING shall be entitled to provide any undertaking for and on behalf of the Owners to any court /





statutory/ competent authority/ies, if the court/authority insists or situation warrants for vacating the stay order/claims, if any, raised/claimed on title of the Said Property. Such Undertaking includes depositing of claim/suit amount with the court/authority, out of Owners' Revenue Share in the Project after providing an opportunity to the Owners to defend the same and only on refusal of the Owners to provide such deposit

11.22 The Owners shall, at their sole cost and responsibility to obtain the necessary ULC NOC/Permission for the development of the Project, if required.

11.23 The Owners have, simultaneously with the execution of this Agreement, executed in favour of TATA HOUSING, a power of attorney (in form and substance acceptable to TATA HOUSING) to enable TATA HOUSING to do all such acts, deeds, matters and things in relation to the Development of the Project including applying for and obtaining necessary consents, sanctions and approvals of Authority/ies for the Project.

11.24 The Owners shall make application for approval from Ministry of Environment and Forest and/or Pollution Control Board clearances at its the cost upon receiving final plan for approvals from TATA HOUSING.

11.25 The Owners shall be responsible for obtaining Occupation certificate at its cost except statutory cost which shall be borne by TATA HOUSING. The Owners shall also obtain necessary permission from Authorities and other person for making provision for water connection and electricity supply from the source to the said Property for the Project as may be required and to the satisfaction of TATA HOUSING at the cost of TATA HOUSING.

11.26 The Owners will facilitate to provide land admeasuring 3 acres (approx.) in the vicinity for setting up pre-cast factory and labour



camp, site office, sales gallery or such other of the Development of the Project and the said land will be facilitated at nominal lease rent.

## **12. REPRESENTATIONS AND COVENANTS AND OBLIGATIONS OF TATA HOUSING:**

TATA HOUSING hereby confirms, declares, covenants, undertakes and represents to the Owners, as follows and undertakes the following obligations:

12.1 TATA HOUSING hereby agrees and confirms that whatever is stated in the Recitals hereinabove, shall be deemed to be declarations and representations on the part of TATA HOUSING as if the same were set out herein *in verbatim* and forming an integral part of this Agreement.

12.2 TATA HOUSING has full power to enter into this Agreement and represents that, to the best of its knowledge, there are no facts, circumstances, contracts, arrangements, which in any manner will be adversely prejudicial to the Development of the said Property or which will adversely affect the ability of TATA HOUSING to implement the Project.

12.3 TATA HOUSING will undertake the Project and the Development of the said Property in a timely manner and to the best of its ability in accordance with the best industry norms and standards and undertake all its obligations at its own risk and cost and without any claims or demands on the Owners save as expressly provided in this Agreement.

12.4 TATA HOUSING shall appoint security personnel and put up such sign boards etc. on the said Property as it may deem fit. TATA HOUSING shall be entitled to put up and permit to be put up advertisement boards on the said Property to the effect that the said Property is



being developed by TATA HOUSING and for inviting proposals from prospective Transferees.

12.5 TATA HOUSING shall prepare the concept design/final plan and submit to the Owners for Approvals to be obtained by the Owners from the concerned Authority (ies) for commencement of the said project.

12.6 Pursuant to the execution of this Agreement, TATA HOUSING shall carry out the Development and complete the Project in a timely manner in accordance with the applicable laws, rules, regulations, bye laws, etc. as may be in force.

12.7 TATA HOUSING shall, consider and decide the policies on all matters relating to marketing, sale and disposal of the Said Premises and for promoting the Project, in the best interest of both Parties.

12.8 TATA HOUSING shall appoint, liaise, co-ordinate, instruct, supervise the Professional Specialists and cause to be done by the Professional Specialists such acts deeds, matters and things as may be necessary to enable TATA HOUSING to properly discharge its obligations under this Agreement and carry out and/or complete the Project and to act in any of the matters aforesaid and as may be desired in connection with the said Property and the Project.

12.9 TATA HOUSING shall prepare and issue tenders for carrying out or completing the Project and finalizing and ensure acceptance and approval of the said tenders and thereafter entering into works contracts, construction contract and all other related matters.

12.10 TATA HOUSING agrees that in case any legal disputes or claims by any third party including but not limited to Transferees of the Said Premises or any contractors, sub-contractors/Labour issues or any other disputes concerning the construction or otherwise related to the Project, TATA HOUSING will be responsible, at its own risk and cost, for dealing with and handling all the same and shall keep the Owners indemnified there from and the Owners shall not be responsible for any liability arising there from save and except for the





delay caused due to reasons attributable to Owners' non-performance of the obligations under this Agreement. Provided, however, that the Owners shall provide full cooperation in defending such claims.

12.11 TATA HOUSING shall at its own cost undertake to procure and keep current, all such insurance cover as are necessary or usual as per industry practice and as statutorily required from time to time, covering all usual risks and issues in respect of the Project and the Said Premises, until completion of the Project.

12.12 TATA HOUSING shall, on behalf of the Parties, deal with and settle all the complaints of the Transferee/s, inter alia, in respect of any delays in handing over the Said Premises to them or related to the quality or other aspects of the Said Premises and shall defend any and/or all such proceedings/actions, by the Transferee/s against the Parties in this regard on behalf of the Parties and at its own risk and cost.

12.13 TATA HOUSING shall at all times act and comply with its obligations in the best interests of the Project and with a view to maximizing the Gross Sales Proceeds and/or Lease/Licence Revenues and thereby the Revenue Share of each of the Parties.

12.14 Upon the execution of this Agreement, TATA HOUSING shall be entitled to raise finance for the Development of the said Property by mortgaging the said Property. TATA HOUSING shall use the full amount of loan/finance obtained against mortgage only for the purpose of the Project and not for any other Project. Upon execution of this Agreement, the Owners shall deposit the Original Title deeds with TATA HOUSING. TATA HOUSING shall be entitled to deposit with the Bank/Financial Institution from whom the finance may be arranged, the complete title deeds of the said Property on the agreed terms and conditions. TATA HOUSING shall solely be liable for repayment of any such loans raised against such mortgage together with interest and all other charges as also any penalties imposed for





delay/default in repayment. However, the Owners shall execute the documents, if any, required by Bank/Financial Institution or other parties from whom the finance will be arranged for the purpose of deposit of documents/Title deed for mortgage of land and the Owners shall not cause any delay in execution of any such documents without creating any liability on themselves and/or in respect of the Owners' Revenue Share and without being the borrower or guarantor under such documents. TATA HOUSING shall ensure that the mortgage and/or any default in payment by TATA HOUSING do not delay the sale of the Project or the receipt by the Owners of their share of revenues.

### 13. AUTHORIZATION BY THE OWNERS:-

The Owners jointly and/or severally hereby authorize TATA HOUSING and TATA HOUSING undertakes the obligation, at its sole discretion, risk and cost, to do the following:

13.1 Take charge of the said Property as "licensee" and to run, administer and manage the same at its sole and absolute discretion, risk and cost for the purposes of this Agreement and implementation of the Project. TATA HOUSING and its employees, officers servants, agents, contractors, workers etc. shall have authority to enter upon the said Property for the purpose of carrying out survey, measurements, preparing and getting revised plans approved for Development of the Project and incidental purposes and to enable TATA HOUSING to commence the Development thereof and to do all requisite works and things in that behalf.

13.2 Enter into and upon the said Property and/or any part or portion thereof, to move men, materials, and equipment into the same and to deploy them in the construction activity thereon.

13.3 Commence the Development, carry on and complete the Project, and to do and perform all acts, deeds and things required for



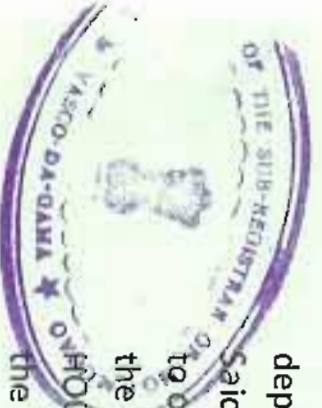
commencing such Development and carrying on and completing the Project.

13.4 Supervise and monitor the Project till the Project Completion Certificate/s in respect thereof is/are obtained from the concerned Authority (ies) and to ensure that the Development is carried out strictly in accordance with the Project drawings, Sanctioned Plan etc., as Approved by the Authority (ies).

13.5 Render all other management, technical, marketing, financial and professional know how which may be necessary for the successful completion of the Project in a timely manner.

13.6 From the date of possession of the said Property till the completion of the Project, make payment of all taxes, cess, duties, levies, deposits and outgoings of whatever nature, payable in respect of the Said Premises and/or the Project to the concerned Authority(ies) and to obtain proper receipts and discharges thereof by paying directly to the Authorities on producing of demand note by Owners to TATA HOUSING or upon producing duly paid receipts to TATA HOUSING for the aforesaid rents, rates and taxes etc.

13.7 Subject to what is mentioned in Clause 12.14 above negotiate for and raise loans or funds for the Development and completion of the Project and to create mortgage, charge or other encumbrance on the Said Premises and execute and register necessary documents and instrument/s for the purpose. For this purpose, the Owners (or his transferee/assignee/nominee, as the case may be) shall keep deposited with TATA HOUSING or with the Bank/Financial Institution or other parties from whom the finance will be arranged) the complete title deeds of the said Property and TATA HOUSING shall solely be liable for repayment of any such loans raised against such mortgage and/or such penalties imposed for default in repayment. On its part, the Owners shall facilitate such loans by creating appropriate mortgage, charge or other encumbrance on the said



Property and executing and registering necessary Documents and Instrument/s for the purpose, if so desired, by TATA HOUSING in that behalf.

- 13.8 Together with the Owners, appear before the concerned registration and other Authorities for the purpose of registering any documents and instruments and to present the same before them and admit the execution thereof and to do all such acts, deeds, matters and things as may be necessary or advisable for that purpose. On its part, the Owners shall execute and register all such documents and instruments as are required to transfer the said Property to Transferees of the Said Premises and their respective undivided shares and interest therein, as the case may be or otherwise.



- 13.9 Sue, commence, institute, continue and prosecute any actions, suits or proceedings before any court, tribunal or quasi-judicial or judicial authority or other Authority (ies) whomsoever or any other proceeding which may be considered necessary or proper in or about for the execution of any of the powers and authorities hereby given and/or relating or pertaining to the Said Premises or the Project and to prosecute and follow up or discontinue and withdraw the same with or without leave to institute fresh proceedings and to levy execution or to enter satisfaction upon any judgment or otherwise to act therein as it may deem fit or expedient, without being personally liable and/or responsible for any loss that may result there from.

- 13.10 To carry out the development of the Project and to mortgage the Said Premises on such terms and conditions as may be deemed fit by TATA HOUSING and for these purposes to request the Owners to sign and execute all documents or instruments and to register the same with the registration Authorities.

- 13.11 Collect and receive from the Transferees of the Said Premises, consideration that is payable by such Transferees and for that purpose to make, sign, execute and/or give proper, effectual and





lawful discharge for the same and also on non-payment thereof or any part thereof to enter upon and restrain and/or take legal steps for the recovery thereof or to eject such defaulting Transferees as the case may be.

13.12 To do all acts, deeds, things and matters as may be necessary to market and Transfer the Said Premises and/or to carry out or complete the Project and for this purpose :

13.12.1 Advertise or market the Said Premises and receive monies thereof; and/or

13.12.2 Decide on who may become the member of the co-operative society or other body corporate or association which may be formed by the Transferees of the Said Premises and receive monies thereof.

13.13 To make, sign, submit, execute, apply, present, endorse, file, re-file, amend, attest, verify, declare, receive back, withdraw –

13.13.1 any documents, Project drawings, notices, petition/s, declaration/s statements for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or

13.13.2 any documents, instruments and take all necessary steps for the registration of the co-operative society/association and/or any other legal entity or corporate body comprising of Transferees of the Said Premises under the provisions of the relevant applicable laws and appear before the concerned Authority (ies) as and when necessary and required; and/or

13.13.3 any documents, instruments to raise loan from any financial institutions or banks or individuals for the purpose of Development and/or carrying out or completing the Project and to repay the same and to provide, and request the Owners to provide, original title documents, instruments, writings and deeds connected therewith as security for the same; and/or



13.13.4 correspond with Authorities for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or

13.13.5 apply for modifications, alterations and/or changes in the Project drawings and/or Approvals and/or revalidation of the Project drawings and/or Approvals directly or through its representatives; and/or

13.13.6 pay fees, charges, deposits and securities that may be payable in order to obtain the Approvals from the Authority (ies) to carry out the Development and complete the Project and for that purpose to execute any Documents and/or Instruments as may be required to be given to the Authority (ies); and/or

13.13.7 obtain refund of deposits, scrutiny fees and/or other charges paid by TATA HOUSING to concerned Authority(ies) to carry out the Development and complete the Project and to obtain refund on that behalf and for that purpose to execute any documents and/or instruments as may be required to be given to the Authority (ies); and/or mutation, assessment of the Said Premises and/or the said Property in the concerned records of the concerned Authority (ies); and/or

13.13.8 request the Owners to sign any documents, instruments for division of plot/s of land comprised in the said Property into lots, pieces and/or sites and/or amalgamation of any plot/s of land comprised in the said Property or the balance thereof; and/or

13.13.9 request the Owners to sign any and/or all documents and instruments, necessary or proper to carry into effect any of the powers and authorities hereby given; and to do all such acts, deeds and things that may be necessary to do the above.



#### **14. TERMINATION:**

14.1 It is agreed by and between the Parties herein that based on the representations and warranties made by the Parties, TATA HOUSING shall invest substantial amounts of monies by way of construction costs. Simultaneously, the Owners shall have provided assistance to TATA HOUSING for creating mortgage on the said Property towards raising Project finance. The Parties therefore acknowledge that termination shall be invoked only in extreme situations.

14.2 The Parties further agree that termination shall be invoked only by the Party shown below and on the happening of the following:

14.2.1 Mutually by both the Parties, in the event of a Force Majeure event as defined hereinabove occurring, pursuant to which, there is interruption of the Project beyond a period of 6 (six) months;

14.2.2 By TATA HOUSING in its sole discretion, in the event the Owners fail to comply and fulfil Condition Precedent for Commencement of the Project;

14.2.3 By TATA HOUSING in its sole discretion, in the event of any dispute arising out of defect in Title of the said Property, leading to any Injunction/Court order restricting the construction on the said

Property, or pursuant to which, there is interruption of the Project beyond a period of 6 (six) months.

14.2.4 By either Party, in the event of the other Party going into liquidation.

14.2.5 By TATA HOUSING in its sole discretion, in the event of there is inability to create mortgage in respect of the said Property on account of defect in the title of the said Property.

14.2.6 By TATA HOUSING in its sole discretion, in the event of there is acquisition/requisition of the said Property or any part or portion thereof by any Authority and such other circumstances which in the opinion of TATA HOUSING renders the Project financially unviable.



14.3 The effects of termination by a Party on the happening of any of the above events shall be as follows:

14.3.1 In the event of a Force Majeure Event occurring pursuant to which there is interruption of the Project beyond a period of 6 (six) months:

a. The Parties shall wait for a further period of 15 days ( i.e after expiry of the 6 month), to examine the viability of proceeding further with the Project;

b. During the above said period of 6 months and 15 days, the Parties shall endeavor to minimize the hindrance or prevention of such Force Majeure event. If at the end of the period of 6 (six) months and 15 days as stated above, if the Parties feel that the Project cannot be viably completed without incurring losses, then by mutual consent, one of the following courses of action shall be adopted by the Parties:



TATA HOUSING and the Owners shall each have the option, but not the obligation, to buy out the other's interest in the said Property and the constructions already completed thereon, at a fair market value. For this purpose, the fair market value of each Party's interest shall be determined by an independent third party valuer, based on the value of contributions made by each Party until that time, namely, the value of the said Property contributed by the Owners (without reducing from such value, any amount secured by a mortgage or charge on the said Property) and the value of constructions and other improvements contributed by TATA HOUSING using its own funds and sources (after deducting all loans raised on the security of a mortgage or charge on the said Property).

(ii) The Parties may mutually sell out their respective interest in the Project, including the said Property and all constructions and improvements thereon, on "as is where is basis" to a third party and along with all encumbrances and liabilities on or of the said Property





and the Project, in which event, the proceeds arising there from, shall be dealt with in the manner provided in Clause 14.4 hereunder;

- (iii) The Parties may divide the Project (excluding portions thereof already contracted to any third parties) among themselves on mutually agreeable terms and based on a fair market value of their respective contributions.

14.3.2 In the event of failure of obtaining Condition Precedent for Commencement of the Project by the Owner within 180 days as stipulated hereinabove, due to which TATA HOUSING is not able to commence construction and Development of the Project, then TATA HOUSING may at its option terminate this Agreement. In that event, TATA HOUSING will be entitled to recover and receive from the the Owners, the following amounts in the following manner:-

- (i) TATA HOUSING shall demand by notice to the Owners, the reimbursement of the entire Adjustable Advance paid to the Owners or the balance thereof then remaining due and all Project Costs incurred by TATA HOUSING, Stamp Duty and Registration charges along with the prorated interest calculated at (SBI Base Rate + 5%.) or 21% whichever is higher

- (ii) the Owners shall repay within a period of 1 month of such notice, the entire Adjustable Advance or the balance thereof then remaining due and all Project Costs incurred by TATA HOUSING, Stamp Duty and Registration charges along with the prorated interest calculated at (SBI Base Rate + 5%.) or 21% whichever is higher

14.3.3 In the event of any dispute arising out of defect in Title of the said Property leading to any Injunction/Court order restricting the construction on the said Property and pursuant to which there is interruption of the Project beyond a period of 6 (six) months:



- a. The Owners shall undertake utmost diligence and effort to get such injunction/court order vacated within the next 4 months;
- b. In the event that such injunction/restrictive order are not vacated within the above said 4 (four) months, then TATA HOUSING shall have the right to terminate this Agreement.
- c. In such an event, TATA HOUSING shall be entitled to recover and receive from the Owners, the Adjustable Advance paid to the Owners or the balance thereof then remaining due, and all Project Costs incurred by TATA HOUSING, Stamp Duty and Registration charges along with the prorated interest calculated at (SBI Base Rate + 5%) or 21% whichever is higher till the date of termination.

14.3.4 In the event of a Party going into liquidation, the other Party may terminate this Agreement by written notice and the Parties will adopt one of the alternatives specified in sub clauses (a), (b) and (c) of clause 14.3.1 above.

14.3.5 In the event of inability to create mortgage in respect of the said Property on account of defect in the title to the said Property:

TATA HOUSING shall give notice to the Owners of such failure of creation of mortgage on the said Property and wait for a Period of 45 days for Owners to cure such defect in the title.

- b. In the event Owners fail to remedy the Defect in title making the said Property marketable for creating mortgage thereof; the Parties shall follow the mechanism as provided in Clause 14.3.3 (c) hereinabove.

14.3.6 In the event of acquisition/requisition of the said Property or any part or portion thereof by any Authority and such other circumstances which in the opinion of Parties render the project financially unviable, the Parties will follow the modalities as mentioned in Clause 14.3.3 (c) hereinabove.

14.4 In the event that the Project, including the said Property and improvements thereon, or any part thereof, is to be sold to a third



party in any of the circumstances specified above, the Parties shall adopt the following procedure:

14.4.1 TATA HOUSING shall first call upon the Owners to identify a purchaser at the best price offered and upon TATA HOUSING agreeing and giving its confirmation to the price offered by the prospective buyer, the Parties shall effect the sale at the said price to the said buyer within 4 (four) months of the confirmation as aforesaid. The Parties hereby undertake to take all necessary steps and execute and register all the necessary documents (as applicable) to effectuate such sale.

14.4.2 In the event that the Owners are unable to find a buyer and effect the sale within 4 (four) months as set out above, TATA HOUSING shall be entitled to identify and negotiate with a prospective third party buyer for such sale at the best price offered, in which event, the Parties shall be bound to complete the sale accordingly and execute and register the required documents for the purpose.

14.4.3 Alternatively, in the absence of a suitable buyer, TATA HOUSING shall be entitled to require that the sale be effected in favour of itself (TATA HOUSING or its Affiliates) at a fair market value to be determined by a mutually appointed third party valuer.

14.4.4 The proceeds arising from any such sale to a third party buyer (or as the case may be, to TATA HOUSING) shall be dealt with in the following manner, that is to say, firstly for clearing any statutory liabilities arising out of the said sale and the Project, secondly towards clearing any and all mortgages or other charges on the said Property effected in connection with the Project, thirdly for paying back TATA HOUSING for the Adjustable Advance or the balance thereof still remaining due from the Owners, and lastly, the balance, if any, shall be divided amongst the Parties in proportion to their respective contributions to the Project until then, such contributions to be computed in the manner specified in Clause 14.3.1(b)(i) above.



**15. MISCELLANEOUS:**

Each Party shall bear and pay their own respective legal, accounting and other fees and charges for all professionals appointed by them respectively.

**16. AMENDMENTS:**

This Agreement contains the entire agreement between the Parties hereto with respect to the matters covered herein and supersedes all the documents including prior proposals, letters of intent, letters, correspondence, written or oral representations or discussions and agreements. This Agreement may be amended and or supplemented only by a separate writing/agreement signed by duly authorized representatives of both Parties referring to this Agreement and identifying the agreed amendments. In such case the amendment or supplemental agreement/writing shall be read conjointly to this Agreement and shall also be co-terminus with this Agreement.

**17. SEVERABILITY:**

Should any part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portions of this Agreement shall not be prejudiced and shall continue in full force and affect. However, if the invalidity or unenforceability of any provision materially alters the original intention of the Parties or the balance of interests of the Parties, the Parties shall negotiate in good faith new provisions to restore their original intention / balance of interest.





**18. ASSIGNMENT:**

The Parties agree and understand that TATA HOUSING with the approval of the Board of TATA HOUSING shall be entitled, in its sole and absolute discretion, to assign its right under these presents, to any of its Subsidiary which shall be controlled by TATA HOUSING and shall be intimated to the Owners accordingly.

In such case(s) as mentioned in (a) and (b) above, the Owners shall be bound and liable to recognize such assignee(s) and transferee(s) and such assignee(s) and transferee(s) of TATA HOUSING shall likewise be bound by the terms, conditions and provisions of this Agreement and all documents related and incidental to the same. TATA HOUSING shall cause such assignee(s) and transferee(s) to execute undertaking(s) and/or other necessary documents, confirming that the assignee(s) and transferee(s) shall be bound by and will perform and comply with the terms, conditions and provisions of this Agreement and all documents related and incidental to the same.

In the event, the shareholding and/or management and control changes prior to completion of the Project, then the same shall be deemed to be an unauthorized assignment and the Owners shall be entitled to terminate this Agreement.

**19. DISPUTE RESOLUTION**

If any disputes or differences arise between the Parties in connection with the validity, interpretation, implementation and/or alleged breach of any term or provision of this Agreement and/or any document related or incidental hereto, and/or otherwise howsoever arising from or in respect of this Agreement and/or any document related or incidental hereto (hereinafter referred to as the "Dispute"), the Parties shall endeavor to settle the Dispute amicably



within 30 (thirty) days from the date of occurrence thereof, failing which, the Dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force.

19.1 The reference shall be made to one Arbitrator, if the Parties agree upon such appointment, failing which, each party shall appoint one Arbitrator, and such two Arbitrators shall appoint a Presiding Arbitrator prior to entering upon the reference.

19.2 The venue of the arbitration shall be at Mumbai, and the language of the arbitration proceedings shall be English.

19.3 The Arbitral Award shall be reasoned and given in writing and shall be final and binding on the Parties. The Arbitrator/s shall also decide on the sharing of costs of the arbitration proceedings, between the Parties hereto.

19.4 Notwithstanding the pendency of any Dispute or other differences between the Parties hereto and/or any arbitration proceedings, TATA HOUSING shall continue to be fully entitled and at liberty to continue and complete the Development of the said Property and exercise all its rights, powers, privileges, discretions and authorities contained in this Agreement and all documents related or incidental hereto.

## **20. GOVERNING LAW:**

This Agreement shall be governed by the laws of India and Courts in Goa only shall have jurisdiction in respect of this Agreement.

## **21. NOTICES, CORRESPONDENCE AND COMMUNICATION:**

21.1 All notices requests or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery or dispatched by courier, registered post, under



*Adhe*  
*Subar*



certificate of posting, or sent by e-mail or fax, to the addresses given in this Agreement.

21.2 Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received: (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is seven (7) days after the mailing thereof, and (iii) in the case of a e-mail and fax, on the date of dispatch thereof.

## **22. RIGHT OF FIRST REFUSAL:**

In the event that the Owners have any additional lands in their Ownership and possession that is adjacent to or in the vicinity of the said Property then it is agreed that TATA HOUSING shall have the right of First Refusal on the Development of such additional lands. TATA HOUSING shall communicate their decision on the offer within 30 days or mutually accepted extended timelines from the receipt of the offer from the Owners.

## **23. DISCLOSURE:**

23.1 Except as to and to the extent required by law or judicial or administrative process, or to arrange financing for or professional assistance in connection with the Development of the said Property, without the prior written consent of TATA HOUSING, the Owners or any person representing him, shall not, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose, or permit the disclosure of, the existence of discussions regarding the possible Development and/or sale of the Said Premises, or any of the terms, conditions or other aspects of this Agreement or of any subsidiary agreements or documents.



*[Handwritten signature]*  
*[Handwritten signature]*

23.2 It is further agreed that the Owners shall not, without the prior consent of TATA HOUSING, give any information to the any Media/TV channels, Radio Channel, press conference and newspaper etc. in respect of the Project.

23.3 Neither Party shall use the name and/or logo of the other Party or represent by any means whatsoever (including, but not restricted to publicity materials, advertisements etc.) that they are associated with or have any arrangement whatsoever with the other Party in any of the present or future projects relating to or concerning any property/ land/ venture/ business etc., without the prior written consent of the other Party.

23.4 All copyrights, trademarks, patents, logos, intellectual property rights existing or used/registered or applied for by TATA HOUSING or granted to TATA HOUSING in connection with the Project shall always remain the exclusive property of TATA HOUSING and the Owners shall not have any claim or demand on the same in any manner whatsoever.

#### 24. EXCLUSIVITY:-

The Owners hereby agree that while this Agreement is in effect, they shall not solicit or enter into any business relationship with any other person, developer, customer, sub-contractor, consultant, sales lead or any other contact pertaining to the development or sale/conveyance or alienation of said Property.

#### 25. CONFIDENTIALITY:

Except as to and to the extent required by law or judicial or administrative process, or to arrange financing for or professional assistance in connection with the development and/or sale of the said Property and/or Said Premises, no Party (the "Receiving Party")



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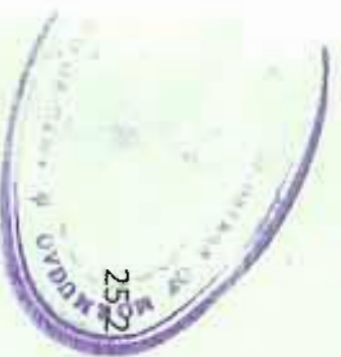
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shall disclose or use, and it shall direct its directors, officer, employees, attorneys, accountants, professional advisors and other agents and representatives (collectively "Representatives") not to disclose or use, any Confidential Information (as defined below) with respect to the other Party (the "Disclosing Party") or the Project, this memorandum, which Confidential Information has been acquired, or will be acquired, by the Receiving Party or its Representatives for the purposes of the Development of the said Property. For greater certainty, the Receiving Party hereby agrees:

25.1 that it and its Representatives will use the Confidential Information only for the purpose of evaluating the Development of the said Property, and will not use the Confidential Information for any operational or other commercial purpose or in any manner detrimental to the Disclosing Party or its Representatives; and

to safeguard and strictly control the dissemination of the Confidential Information and not to disclose the Confidential Information to any person, corporation or entity other than its Representatives who need to receive that Confidential Information for use by the Receiving Party in connection with the Project and who have been informed of and have agreed to be bound by the terms of this Agreement. No disclosure will be made of the Confidential Information to others without the prior written consent of the Disclosing Party with respect to the identity of the recipient of the information to be disclosed, and to the specific information or category of information to be disclosed and then only upon the terms and conditions as the Disclosing Party may require acting reasonably.

For purposes of this Section, "Confidential Information" means information acquired by any of the Parties and their respective Representatives relating to the business and affairs of the Disclosing



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Party (including, without limitation, sales information, pricing policies, marketing strategies, trade secrets, intellectual property, research and development, processes, systems and techniques used by the Disclosing Party), the Project, this Agreements, provided that Confidential Information does not include:

25.2.1 Information that is in the public domain at the time it is received by the Receiving Party;

25.2.2 Information that after receipt thereof by the Receiving Party enters the public domain otherwise than through any act or omission of the Receiving Party;

25.3 information that the Receiving Party can show was, prior to receipt thereof from the Disclosing Party, lawfully in its possession and not then subject to any obligation on the Receiving Party's part to maintain the confidentiality thereof; and

25.4 information received by the Receiving Party from a third party who was not, to the knowledge of the Receiving Party, under a duty of confidentiality to the Disclosing Party at the time the information was conveyed.



## **26. NO PARTNERSHIP OR AGENCY:**

26.1 Nothing contained in this Agreement shall constitute a partnership between the Parties nor shall this Agreement be construed as such.

26.2 No agency is created nor shall be deemed to be created by this Agreement and as such neither Party shall have the authority or power to make any representation or incur any obligation for and on behalf of the other Party except to the limited extent provided in this Agreement.





**27. WAIVER:**

No failure on the part of either Party to exercise, and no delay in exercising, any rights hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.

**28. SURVIVAL:**

Notwithstanding anything herein to the contrary, the provisions of Clause 19, 23 and 25 and all other provisions herein necessary to the enforcement or interpretation thereof shall survive the termination of this agreement.

**29. AUTHORITY TO SIGN AGREEMENT:**

Each signatory to this Agreement represents and warrants that he is duly authorised by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly obtained and complied with.








**THE SCHEDULE ABOVE REFERRED TO  
(Description of the Said Property)**

All that piece or parcel of land admeasuring 19525 sq.mts. situated within limits of village Panchayat Sancoale , bearing survey No. 215/1 of Sancoale village of Mormugao Taluka, South Goa District Goa and bound as follows:

On the North:	By Survey No.198
On the South:	By survey No. 195
On the East:	By Survey No. 214 and 216
On the West:	By Survey No. 197



*Usha*  
*Suresh Patel*

IN WITNESS WHEREOF the Parties have executed these presents the day and year first hereinabove written.

SIGNED AND DELIVERED BY

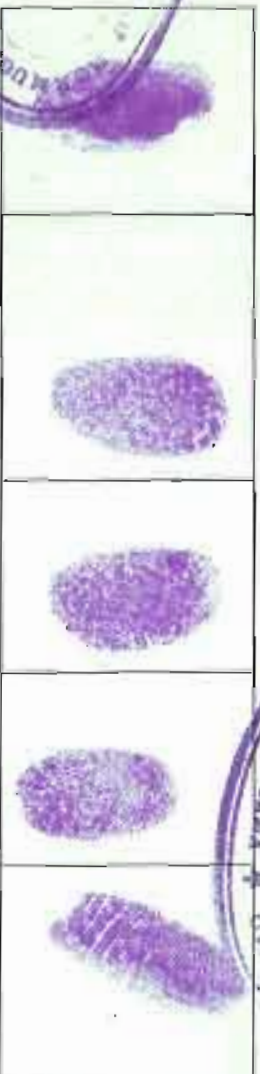
THE WITHINNAMED, the Owners,

(1) Mr. Anand Chandra Bose,  
the Owner No. 1 and



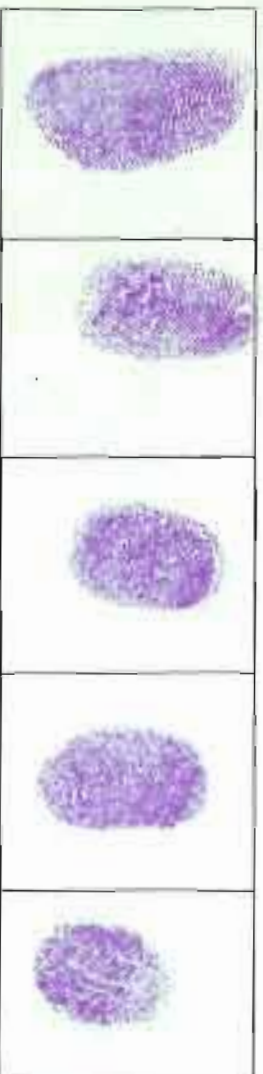
*Anand Bose*

Left:



*Anand Bose*

Right:



SIGNED AND DELIVERED BY

THE WITHINNAMED, the Owners,

(2) Mrs. Sneha Anand Bose,

the Owner No. 2

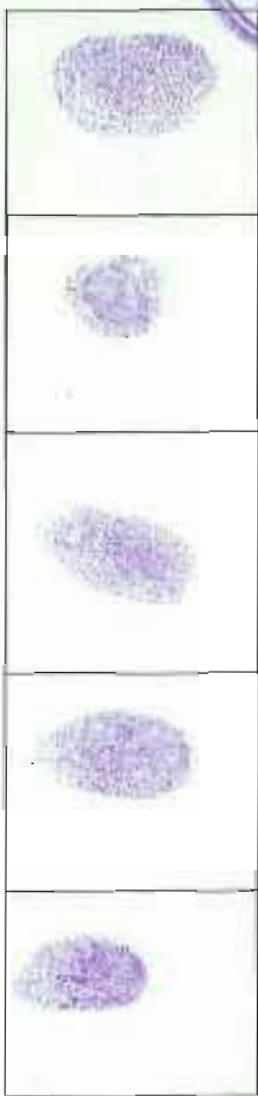


SEAL OF THE  
MUMBAI  
MUNICIPALITY  
Sneha Anand Bose  
C.

Left:



Right:



Sneha Anand Bose

SIGNED, SEALED AND DELIVERED BY  
THE WITHINNAMED, TATA HOUSING i.e.

TATA HOUSING DEVELOPMENT COMPANY LIMITED

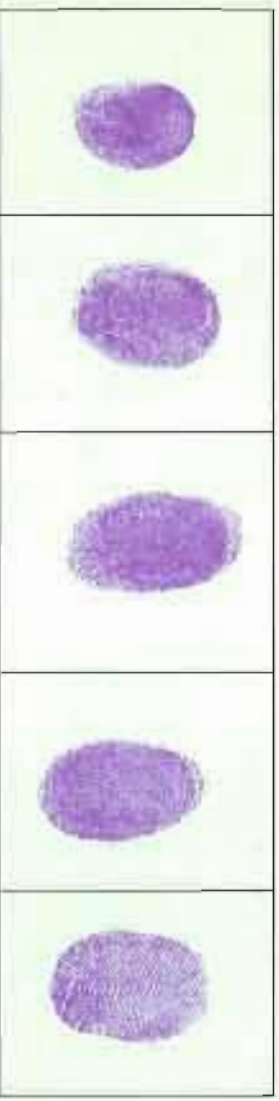
by hand of its Authorized Representative,

Appointed by Resolution dated 13<sup>th</sup> March, 2015

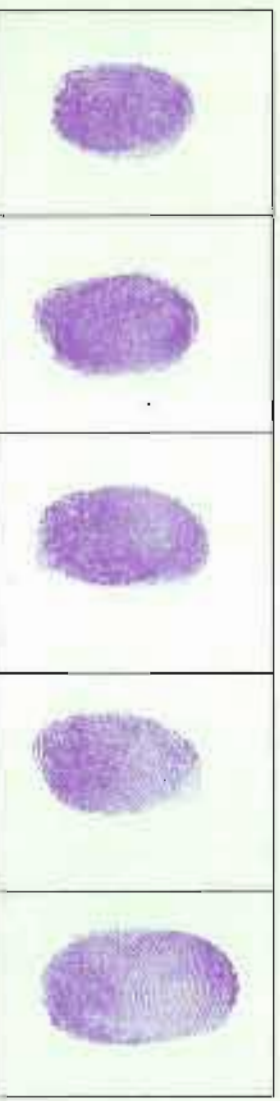
Mr. E Chandrashekhar



Left:



Right:



In the presence of

1. Siddesh Joshi

2. Prasad Narsule



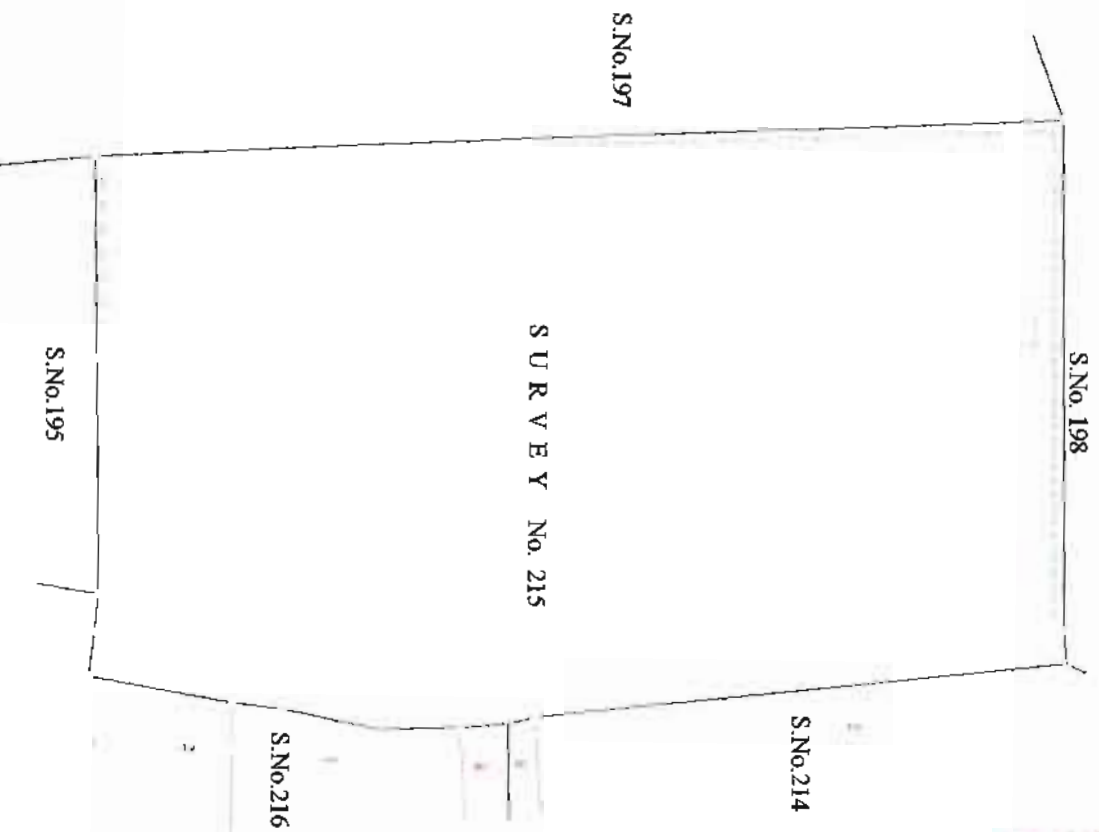
ANNEXURE 'A'



GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
Office of Inspector of Survey and Land Records  
VASCO - GOA



Plan showing piece situated at  
Village SANCOALE of Marmagao Taluka  
S.No./Sub Div No.214/-  
Scale 1:1000



Computer Generated by  
On 30-1-2009

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Checked by - Supervisor



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Compared by:- 



## Annexure-B

Sr. No.

### LIST OF APPROVAL DOCUMENTS

1.	Conversion Sanad under No.COL/SG/CONV/48/2011/7082 dated 25/7/2011 issued by the Office of the Dy. Collector South Goa Margao along with the copy of the plan.
2.	Development Permission under No. MPDA/7-B-92/2012-13 dated 12/04/2013 issued by the Office of Mormugao Planning and Development Authority Vasco.
3.	Challan No.09-2010 for Rs. 1,44,68,678/- fees paid for Infrastructure Tax and Receipt No.011522 for Rs.11,37,962/- towards MPDA fees.
4.	Construction License dated 30/04/2013 under 27/2013-14 issued by the Office of the Village Panchayat of Sancoale.
5.	Receipt No.77 for Rs.46,89,700/- fees paid for Construction License.
6.	Approved Site Plan.
7.	NOC from Health Department.
8.	NOC from Electricity Department.
9.	NOC from Fire Department.
10.	Consent to Establish from Goa State Pollution Control Board.
11.	Environmental Clearance from Goa State Environmental Impact Assessment Authority.



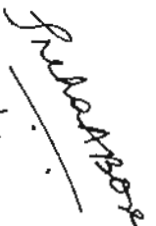
*Subodh*  
*Shr*



## Annexure-C

### LIST OF TITLE DOCUMENTS

Sr. No.	
1.	Title report of Adv. Albino S. C. Vales.
2.	Certificate of Inscription and Description from the office of Land Registrar Salcete.
3.	English translation of Certificate of Inscription and Description by Adv. A. Vales.
4.	Old Hand written Form I & XIV of Survey No. 215/1 issued by the Talathi of Sancoale Village in the name of Agostinho Avelina Gama.
5.	Form I & XIV of Survey No.215/1 in the name Manual Filomena Gama and Militao Avelino Gama.
6.	Form I & XIV of Survey No.215/1 in the name Anand Chandra Bose.
7.	Survey Plan of Survey No.215/1 of Village Sancoale.
8.	Certificate from the Comunidade of Sancoale of Livro "Ordem Superiors" (Aframento).
9.	English translation of Livro "Ordem Superiors" (Aframento) by Adv. A. Vales.
10.	Certificate of "Foros" dated 21/08/2007 issued by the Comunidade of Sancoale.
11.	Two Certificate extracts of Inventory Proceedings under No.18961/76 filed in the Court of Civil Judge Senior Division Vasco da Gama.
12.	Copy of Complaint in Regular Civil Suit No.6 of 1988.
13.	Judgment and Consent Decree dated 27.9.1988 in Regular Civil Suit No.6/88 of the Court of the Civil Judge, Sr. Division, at Vasco da Gama.
14.	Deed of Sale dated 02/08/2010 registered under No.1473 at pages 37 to 80 of Book I Vol.1146 in the Office of Sub Registrar of Mormugao, Vasco da Gama.
15.	Nil Encumbrance Certificate No.770/2013 dated 12/09/2013 confirming that there is no charge on the said property from 1/11/1982 to 11/9/2013 from the Office of the Sub-Registrar Mormugao, Goa.
16.	Latest Nil Encumbrance Certificate No.54/2015 dated 25/01/2015 confirming that there is no charge on the said property from 1/01/1982 to 19/01/2015 from the Office of the Sub-Registrar Mormugao, Goa.

  
 Sub-Registrar



**RECEIPT**

**RECEIVED** of and from the within-named TATA HOUSING, a sum of Rs.10,00,00,000/- (Rupees Ten Crores Only) by Cheque No. 000439 dated 16/03/2015 drawn on HDFC Bank in favour of (1) Mr. Anand Chandra Bose and (2) Mrs. Sneha Anand Bose as and by way of part interest-free adjustable advance, from and out of total interest-free adjustable advance of Rs.25,00,00,000/- (Rupees Twenty Five Crores Only) to be by them paid to me/us as within-mentioned.

**Rs.10,00,00,000/-**

**I/WE SAY RECEIVED**



**(1) Mr. Anand Chandra Bose**



**(2) Mrs. Sneha Anand Bose  
(Owners)**

**WITNESSES:**

**1.Siddesh Joshi**



**2.Prasad Narsule**





Development of Gm

Print Date &amp; Time: 12/13/2015 05:24:40 PM

Document Number: 1370

Presented at 01:00-02:00 PM on 16-03-2015 in the 01:00-02:00 PM Sub-Session (A) along with the following authors:

Co. Ac.	Description	Rs.	Pi.
	Representation Fee	1000.00	00.00
	Printing Charges		100.00
	Total:	1000.00	00.00

Stamp Duty Regd (2011)	7251200.00	Stamp Duty Regd (2011)	7251200.00
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Mr. H. C. Griffiths, Chief Representative

Name	Photo	Turnout (signature)	Signature
Mr. C. Crane, 2354 15th Place, N.E. Wanted, Portland, Ore. 40 Voting Section, 10 Number A-11 Five for the "Ten Housing Development" company, limited, having its regional office at Turner Tower 12th Floor, Kamata Mills CGT, Inc., 2000 N. Cedar Ave. Lowell, Portland, Oregon 400001			

Fig. 2.11.119

### Executive Summary

1. M. A. and Chir J. B. B. 1970. *Journal of the Royal Society of Medicine* 63: 1-10.

Photo	The full name of pastor	Signature
		

Am  
he



2. Mrs. JEEVAN ARUN D. ROSE, W/O Mr. Arun D. Prasad, 100, 1st Floor, 11th Main Road, W/O. 100th Cross, 100th

Photo	Thumb impression	Signature
		

3. Mr. S. Chandrasekhar, S/O. S. Raju, 100, 1st Floor, 11th Main Road, W/O. 100th Cross, 100th  
Tata Housing Development Company Limited, 100, 1st Floor, 11th Main Road, W/O. 100th Cross, 100th  
M/s. Compound Services Pvt. Ltd. 100, 1st Floor, 11th Main Road, W/O. 100th Cross, 100th

Photo	Thumb impression	Signature
		

Identification

Sr. No.	Name	Signature
1	Mr. S. Chandrasekhar, S/O. S. Raju, 100, 1st Floor, 11th Main Road, W/O. 100th Cross, 100th	

CHITRA  
CHITRA  
CHITRA

OF REGISTERED AT -

SIGNATURE

Designated and Approved by: C.D.C. Key Point

Booklet Description

Registration Number and 4 digit year 2018

CU Number MD 400 or

Date 16-10-2018

Sub-Registration

*10/08/2018*

*10/08/2018*

Minister, Mormogao

REGISTRATION DEPARTMENT, GOVERNMENT OF GOA

Receipt No. 1922

Date of Receipt: 16/Mar/2016

Serial No. of the Document: 371

Nature of Document: Power of Attorney(Special)

Received the following amounts from Sri Mr.E Chandrashekar for Registration of above Document in Book-1 for the year 2015

五、

### Registration Fee

1000.00

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 395–402

294 00

1. **DATE:**

7/25/20

Amount in words: Rupees One Thousand Two Hundred Eighty Only.

Signature of the Sub-Regional

TO BE FILLED IN BY THE PARTY AT THE TIME OF SUBMISSION-OPTIONAL

Please Visit our the Registered Document to the [www.mcafee.com](http://www.mcafee.com) Website

Member of the Division Authorized

Sachin Chahal

Specimen Signature of the Person Authorized

Signature of the Presenter

The Registered Document has been handed over to

Ishin Chace

04 17103115

### Signature of the Person receiving the Document

Signature of the Sub-Registrar

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By *M. Jeyas*  
Authorized Signatory

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PANAJI, GOA 403 001  
D-5/SIMVY/CA/75/14/2006-CD(PART-III)

भारत 21404 FROM JUDICIAL ११११  
156297 MAR 16 2015  
R. 2000000/- PB6818  
INDIA STAMP DUTY GOA

For use of Purchaser

*TATA HOUSING DEVELOPMENT COMPANY LIMITED*

*[Signature]*



*E. Chandrabekhan*

POWER OF ATTORNEY



*[Signature]*  
*[Signature]*





For CITIZENCREDIT™  
CO-OP. BANK LTD.  
by *N. S. Joshi*  
Authorized Signatory

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Authorized Signatory

CITIZEN CREDIT CO.-GR BANK LTD  
E-320, RUA DE OURSEN  
PRAIA, CAXA 403 001  
D-51577991/LA 135/81/2006-029(PART-III)

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*Handwritten signature*



For CITIZENDREDDY  
CO-OP. BANK LTD.  
By *N. Jeyu*  
Authorized Signatory

*Repees Twenty Lakhs Only*

CITIZEN CREDIT CO-OP BANK LTD  
E-320, BDA DE COMPLEX  
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D-5/STIRVILLA/25/8/2006-20/19987-1111

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INDIA STAMP DUTY GOA

Name of Purchaser TATA HOUSING DEVELOPMENT COMPANY LIMITED



collectively referred to as “Owners” (which expression shall,  
unless it be repugnant to the context or meaning thereof, be

*John*

*Signature*



Authorised Signatory

CITIBANK CREDIT CO-OP BANK LTD  
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 B-5151109/C.A. 35.14/2006-407 (PART-III)


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**WHEREAS:-**

A. Pursuant to Sale Deed dated 2nd August 2010 duly registered with the office of the Sub-Registrar of Mormugao under Serial No. S.No.1461/10 dated 2nd August 2010, Owners are possessed of and well sufficiently entitled to the property admeasuring 19,525 sq. mtrs. in S/ H No. 215/1 situated at Village Sancoale, Taluka Mormugao, District: South Goa (hereinafter referred to as '**said Property**') more particularly described in the Schedule hereunder written delineated by a black colour boundary line on the plan annexed hereto and marked as **Annexure 'A'** and were put in lawful possession of the said Property.

B. The Owners have approached Tata Housing Development Company Limited for the purposes of the development of the said Property. In the circumstances, by and under a Joint Development Agreement dated 16<sup>th</sup> March,2015 (hereinafter referred to as the "**said Joint Development Agreement**"), made and executed by and between the Owners of the One Part (therein and hereinafter referred to as "**Owners**") and Tata Housing Development Company Limited (therein and hereinafter referred to as "**Tata Housing**") of the Other Part, the Owners have granted joint development rights to Tata Housing for joint development of the said Property (therein and hereinafter referred to as the "**Project**"), in the manner as they deem fit and proper, for a consideration and on the terms and conditions contained therein.

C. Under the said Joint Development Agreement, the Owners have simultaneously with the payment mentioned therein, delivered to Tata Housing, the original title deeds of the said Property for the purposes of raising finance required for the Project;

D. Capitalized terms used herein and not defined shall carry the meaning ascribed to them in the said Joint Development Agreement.



*Signature*  
*for and on behalf of*

E. In terms of the said Joint Development Agreement to facilitate the development of the said Property and to hold, possess, develop, construct and sell, transfer and deal with newly constructed buildings thereon and to do acts, deed things as required in recital C hereinabove with respect to the said Property we are executing this Power of Attorney in favour of Tata Housing.

**NOW KNOW ALL AND THESE PRESENTS WITNESSETH THAT, We, (1) Mr. Anand Chandra Bose and (2) Mrs. Sneha Anand Bose, do hereby jointly and/or severally nominate, constitute and appoint, TATA HOUSING DEVELOPMENT COMPANY LIMITED through any of its Directors/Officers/Authorized Signatory, jointly or severally, to be our true and lawful Attorneys (hereinafter collectively referred to as “our said Attorneys”), to jointly or severally do, execute and perform, for us, in our name and for and on our behalf, subject always to the terms, conditions and provisions of the said Joint Development Agreement, all or any of the following acts, deeds, matters and things, and to exercise all or any of the following powers, authorities and discretions, in respect of Development of the Project, that is to say :-**



1. To take all necessary steps towards the Development of the Project and construction of Building and other related activities from its inception till its completion thereof including and not limited to drawing of the necessary plans, submitting the same to obtain sanction/s from the concerned and applicable Authorities, payment of all deposits, fees, seeking all sanctions, approvals, permissions from the concerned and applicable Authorities, making all subscriptions, payments, taxes, cess, charges relating to the Development of the Project, and complying with all Applicable Laws, rules, regulations, contracts relating to the men, machines, material and equipment to be used by Tata Housing in the Development of the Project or concerning the Development of the Project for and on behalf of Owners.



*Signature*  
*for attestation*



2. To develop the Project in terms of the said Joint Development Agreement and for this purpose to sign and submit to the Authorities building plans layout plans subdivision plans amalgamation plans and other plans drawings designs and specifications for and in respect of the development of the said Property and to have the same approved and sanctioned and or to apply for to obtain approvals sanctions permissions and sanctions for amendments revisions modifications alterations rectifications additions and or deletions thereto/ therein issued or granted hereto before and or extension renewal and revalidation thereof issued or granted thereto before and otherwise to do and perform all lawful acts deeds matters and things in connection therewith as may be deemed fit and proper by our said Attorneys and to apply to the authorities for and to obtain building commencement certificate, occupancy and completion certificate and such other certificates and no objection certificate which may be necessary for commencing carrying out and completing the development of the said property.

3. To obtain necessary approvals, sanctions, permissions, orders and no objection certificates from the Town Planning Authority/ies, Concerned Urban Development Authority, Municipal Corporation, the State and Central Government and/or from all other Concerned Authorities from time to time as may be deemed fit and proper by our said Attorneys and for the said purpose, to sign and submit all necessary applications, forms, indemnities, undertakings, affidavits, declarations, papers, documents and writings and to bear and pay all charges, fees, premia, deposits and other amounts and levies whatsoever therefore and to do and perform all other necessary and lawful acts, deeds, things and matters.

4. For the development of the Project to demolish the existing buildings, dwelling houses and structures standing on the said Property and constructing on the Project in accordance with approvals, sanctions and permissions of the Concerned Authorities;



*Handwritten signatures and initials.*



5. From time to time, apply for and obtain all further or other approvals, permissions, sanctions, orders, exemptions, clearances and NOCs from all Authorities, in respect of or in pursuance of the said Joint Development Agreement as TATA HOUSING may deem fit and proper in its sole and unfettered discretion.

6. To sign and submit to concern municipal corporation, Town Planning Department/ concerned Planning, Concerned Urban Development Authority, Town Planning Authority, State Pollution Control Boards, Environmental and Ecological Authorities, Archaeological Survey of India (ASI), the District/Taluka Survey & Land Records Authorities, the State Government of Goa in all its ministries and departments, including the Ministry of Environment & Forests, the Central Government of India (in all its ministries and departments, including the Ministry of Environment & Forests, the Railway Ministry and Authorities, the Defense Ministry and Authorities, and the Ministry of Civil Aviation and the Civil Aviation Authorities, including the Collector and other Revenue Authorities and officers including Tahasildar, Sub Divisional Officer, Collector State Water Supply & Sewerage Board, the Urban Land Ceiling [ULC] authorities, State Fire & Emergency Services Department, State Pollution Control Board, Town Planning Authorities, Mahanagar Telephone Nigam Ltd/ Bharat Sanchar Nigam Ltd. and equivalent Telecom Companies operating in and around the said Property.

7. To pay any premia, fees, charges, deposits and other amounts whatsoever that may be demanded or payable in respect thereof, to the Authorities and to apply for and receive refund thereof and to issue and pass effectual receipts and discharges for the same; and

8. To deal and correspond with and to appear and represent us before the Authorities and/or any other person/s and to sign, execute, give, submit and register (if required) all necessary applications, undertakings, representations, declarations, affidavits, statements, returns, forms, indemnities and other documents, papers and writings, as may be required to be given to the Authorities and/or any other person/s.



*Handwritten signatures and initials.*



9. to obtain and avail of loans, credit, finance, advances, over drafts and/or monies howsoever, from banks, financial and credit institutions and/or any other person/s, for the development of the said Property, on the security, of the said Property and/or any part/s thereof, including by creating any charge/s, mortgage/s and/or lien/s in respect thereof and/or otherwise howsoever, and for these purposes, to do, execute and perform all necessary acts, deeds, things and matters, including to sign, execute, seal, deliver and register (if required) all deeds, documents, instruments, assurances, contracts, agreements and writings, including without limitation, mortgage deeds and documents, memoranda of entry, letters, indemnities, undertakings, declarations and affidavits.

10. To apply for, claim and receive to the maximum extent permissible in law, all rights, benefits and advantages available in respect of the said Property and its development, including under all present and future development schemes, notifications, circulars, orders and concessions that are or may be introduced, issued or granted by any of the Authorities and also to submit the said Property or any part/s thereof under any such development schemes and to do, execute and perform all required acts, deeds, matters and things in respect thereof.

11. To have the said Property surveyed by the District/Taluka Survey & Land Records Authorities and to get demarcated and certified the boundaries and areas thereof and also of the portion/s of the said Property.

12. To surrender, hand over and transfer the any surplus Area / building to the concerned authorities as may be directed by Town Planning Authority.

13. To deal, correspond with and represent us before:-

- (i) BSNL and/or the telephone/telecommunications authorities/departments and/or other providers and suppliers of telephone and telecommunications services, for obtaining telephone and telecommunication lines, connections and services;



*Signature*  
*Signature*





- (ii) Mahanagar Gas Limited and/or other concerned authorities and/or other providers and suppliers of gas, for obtaining gas supply, pipelines, connections and services; and
- (iii) Town Planning Authority, for obtaining water, drainage and sewage pipelines and connections, and any other utility and service connections.

14. For the aforesaid purposes, to sign, execute, register (if required) and submit all necessary applications, letters, forms, statements, affidavits, declarations, undertakings, indemnities, agreements and other deeds, documents, instruments, papers and writings and to pay all necessary charges, fees, premia, deposits and other amounts whatsoever and to do and perform all other necessary acts, deeds, things and matters.



15. To deal, correspond with and represent us before the concerned electricity/power providers (including Concerned Power Distribution Agency) and/or any other public or private body, authority and/or person, for removing, shifting or relocating the existing electricity sub-station/s or distribution kiosk/s on the said Property and/or for obtaining electricity and power lines, cables and connections during the course of construction and development and for and in respect of the Project, and to do and perform all necessary acts, deeds, matters and things for the same, including to construct and install or permit to be constructed and installed new electricity sub-station/s and/or distribution kiosk/s on the said Property and to hand over and/or transfer (by way of lease, Licence or otherwise) to the concerned electricity /power providers (including Concerned Power Distribution Agency) and/or such other public or private body, authority and/or person (as the case may be), the portion/s of the said Property whereon the same is/are constructed and installed, in such manner and on such terms, conditions, covenants and provisions as may be required by or agreed upon by our said Attorneys in their sole and unfettered discretion and for these purposes, to cancel, terminate, vary and/or amend any agreements, deeds, documents and/or writings which



may have been executed heretofore and to sign, execute, register (if required) and submit all necessary applications, forms, statements, affidavits, declarations, undertakings, indemnities, agreements, lease /Licence documents and other deeds, documents, instruments and writings and to pay all necessary charges, fees, premia, deposits and other amounts whatsoever and to do and perform all other necessary acts, deeds, things and matters.

16. To deal, correspond with, and to appear and represent us before, and/or the Collector and other Revenue Authorities, and the Town Planning Authority, its concerned departments and officers including the Assessor & Collector of Municipal Rates & Taxes and all other concerned authorities, in respect of and to pay and discharge all rents, rates, taxes, cesses, N.A. assessments and other assessments, land revenue and all other charges, levies, dues payments and outgoings whatsoever, presently due and payable or which may hereafter become due and payable, in respect of or on account of the said Property and to apply for an obtain reduction in and/or refund of the amounts thereof.

17. To deal, correspond with and represent us before the authorities and bodies mentioned hereinabove for the purpose of determining, fixing, revising and/or reviewing the ratable, capital and/or other value/s of the said Property and the rents, taxes, cesses, N.A. assessments and other assessments and revenue and all other charges, levies dues, payments and outgoings whatsoever payable now or hereafter in respect thereof.

18. To do and perform all acts, deeds, matters and things necessary for the protection and preservation of the said Property and for securing and safeguarding the said Property, including (but not limited to) appointing and engaging security guards in respect thereof and/or by strengthening, constructing and/or reconstructing the boundary walls and fences thereof and to effect insurance in respect of the said Property in such manner as our said Attorneys may deem fit and proper.





19. To ask, demand, sue for, recover and receive of and from all persons, all damages, claims, dues and all other sums of money whatsoever and howsoever payable and all effects, things and properties, now owing or payable or to become owing and payable hereafter in respect of the said Property or any part/s thereof and to sign, execute and pass receipts and discharges for and in respect of the same.

20. to accept service of any writ, summons or other legal process or notice and to issue acknowledgements for and to reply to the same and to commence, institute, prosecute, conduct, continue, resist, oppose and defend any and all suits, actions, complaints, petitions and/or other legal, judicial and quasi-judicial proceedings whatsoever and by or against any person/s whomsoever, including the Authorities and for these purposes to appear before and to represent us in all courts, tribunals, administrative and quasi-judicial bodies and authorities whatsoever (civil, revenue and criminal) and all officers whomsoever, including before all authorities and officers of or under the Authorities and such suits, actions, complaints, petitions and/or proceedings to refer to arbitration, withdraw, settle, compromise, adjust, compound abandon, submit to judgment / execution, discontinue or become non-suits therein and also to take such other proceedings, including proceedings in execution, attachment, distress, distrain and otherwise in pursuance of any decrees, orders, awards or otherwise for the purposes herein mentioned or otherwise and to appoint, engage and/or retain on such terms and conditions as our said Attorneys shall think fit, advocates, solicitors and legal advisors for the purposes aforesaid and from time to time to remove them and appoint other/s in his/her /their place and to pay their fees, remuneration, costs, charges and expenses, as our said Attorneys shall think fit and for all or any of the purposes aforesaid, to give, tender and furnish evidence (oral or written) and to make, draw, execute, endorse, affirm verify, declare and file all necessary appearances, vakalatnamas, authorizations, warrants, complaints, writ petitions, review, reference and revision applications and petitions



and all other petitions and pleadings, applications, notices, defenses, written statements, appeals, undertakings, statements, accounts, declarations, affidavits, consent terms and other documents, papers and writings whatsoever, as our said Attorneys shall think fit and proper, provided that, our said Attorneys shall, upon receipt of a request made by us in writing, provide us with copies of all proceedings, pleadings, papers, orders and decrees, filed submitted, received passed in any of such suits, actions complaints, petitions and proceedings.

21. To form, incorporate and register any organization/s (hereinafter referred to as **"the said Organisation/s"**) as per the terms of the Joint Development Agreement comprising all or any of the flat purchasers of new Building premises comprised in the development carried out upon and in respect of the said Property including one or more Co-operative societies, Limited Companies, Associations of Apartment Owner (condominiums) or otherwise and for these purposes, to do and perform all necessary acts, deeds, matters and things, including to deal and correspond with and represent us before the Registrar of Co-operative Societies, the Registrar of Companies and/or any other concerned authorities.

22. To sign, execute, all necessary forms, applications, declarations, affidavits, undertakings and other papers, any deeds, sale deed documents, agreements for sale, instruments and writings whatsoever pertaining to the said Premises and to hand over and convey, transfer and assign the respective building, said premises together with undivided right title and interest in the said Property, common area and amenities in the said Property in favour of the Transferees or prospective purchaser/s of the said Premises and/or respective societies and to lodge for registration with concern sub registrar office, all such documents for registration purpose and admit execution thereof.

23. To allot, sell, lease, sub-lease, mortgage, charge, give on Licence and/or tenancy basis and/or otherwise transfer, alienate and dispose of new Buildings with undivided rights in the common amenities and facilities in



*For & on behalf of*  
*Shri*



the Project to such person/s and for such consideration / price and on such other terms, conditions, covenants and provisions as our said Attorneys may in their sole, absolute and unfettered discretion think fit and proper and to hand over possession, occupation and/or charge thereof to the allottees, purchasers, lessees, sub-lessees, mortgagees, licensees, tenants and other transferees thereof and to receive, retain and appropriate the entire consideration and other monies and benefits which may be received by or accrue in respect thereof and to give and pass receipts and discharges for the same and for these purposes, to do, execute and perform all necessary acts, deeds, things and matters, including to enter into, sign, seal, execute and register (if required) before Sub Registrar of Assurances all aforesaid agreements, deeds, documents, writings whatsoever (including declaration/s and deed/s of apartment under the applicable Act), as our said Attorneys may deem fit and proper in their sole, absolute and unfettered discretion.

24. To sign and execute on behalf of Owners as Confirming Party without any financial liability to Owners as may be required in the Agreement for Sale and other incidental deeds and documents to be executed by Tata Housing with the prospective purchasers and to present the Agreements for Sale and/or such other documents for registration before the concerned Sub-Registrar of Assurances and admit execution thereof on our behalf and in our name and to receive the such documents and to give acknowledgements for the same .

25. To sign and execute on behalf of in the name of Owners as may be required , Deed of Mortgage, declaration confirmation and other incidental deeds and documents to be executed in the event of any breach /default on part of Owner as per the terms of said Joint Development Agreement, for creating registered Mortgage in favour of Tata Housing and to present the Deed of Mortgage and/or such other documents for registration before the concerned Sub-Registrar of Assurances and admit execution thereof on our behalf and in our name and to receive the such documents and to give acknowledgements for the same.



*Signature*





26. To do marketing of the Project, enter into agreements with such agency as may be required and deem fit by our said Attorneys, to put up and erect and/or permit to be put up and erected advertisement and sign boards upon the said Property and/or any part/s thereof.

27. To do and perform all lawful acts, deeds, matters and things, including to sign, execute and register all documents, deeds and writings, that may be required or necessary for effectuating and implementing the purposes herein mentioned and/or those incidental or related thereto and/or for effectuating and implementing the terms, conditions and provisions of any agreements, contracts, deeds, documents, instruments, assurances and writings whatsoever, entered into and executed by us or on our behalf, with or in favour of any person/s, including TATA HOUSING and/or its nominee/s, assign/s and/or group companies and/or affiliates in respect of the said Property.

28. For the purposes of these presents, to engage, retain, employ and/or appoint architects, engineers, designers, surveyors, advocates, solicitors, accountants, contractors and all other consultants for structuring, plumbing, waterproofing, landscaping etc. for the Project, professionals, experts and persons as may be required and to pay their fees, remuneration, costs, charges and expenses.

28. For the better and more effectively doing, executing, performing and effecting the several acts, deeds, matters and things herein mentioned, to appoint from time to time or generally, such person/s as our said Attorneys may think fit, as his/her/their substitute/s with the same or limited powers, authorities and/or discretions, to do, execute and perform the same and any such substitute/s at pleasure to remove and to appoint another or others in his/her/their place and stead.



*[Handwritten signature]*  
*[Handwritten signature]*



28. Generally, to do, execute and perform all lawful acts, deeds, matters and things, without limitation, as are or may be necessary and/or convenient for and/or incidental and/or related to all or any of the purposes aforesaid and for giving full effect thereto and to the said Joint Development Agreement, as amply, fully and effectually in all respects as we could ourselves do, execute and perform as if these presents have not been made.

**AND WE HEREBY CLARIFY, CONFIRM AND DECLARE THAT:-**

- (a) The powers, authorities and discretions hereby given and granted to and conferred upon our said Attorneys, shall be available irrevocably for exercise and may be exercised by any of the duly authorized Officers/Directors/ and/or nominees (from time to time) of TATA HOUSING, jointly or severally and separately, and that each of them is hereby empowered and entitled to exercise all or any of the powers, authorities and discretions hereby given and granted to and conferred upon them and therefore, wherever the word "Attorney" is used in these presents, the same shall also mean and include "Attorneys";
- (b) All and whatsoever that shall be lawfully done, executed and/or performed by our said Attorneys under or by virtue of or for the purposes of these presents, shall be as good and effectual to all intents and purposes whatsoever, as if the same had been done, executed and/or performed by us;
- (c) These presents shall be irrevocable and binding upon our heirs, representatives, administrator successors, nominees and assigns for so long as the said Joint Development Agreement is in force;

**AND WE HEREBY AGREE AND UNDERTAKE** to ratify and confirm all and whatsoever that our said Attorneys and their substitutes and agents shall lawfully do or purport to do or cause to be done by virtue of these presents and the same shall be binding upon us in the same manner as if the same was done by us





**THE SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the Said Property)**

All that piece or parcel of land admeasuring 19525 sq.mts. situated within limits of village Panchayat Sancoale , bearing survey No. 215/1 of Sancoale village of Mormugao Taluka, South Goa District Goa and bound as follows:

On the North : By Survey No.198  
On the South : By survey No. 195  
On the East : By Survey No. 214 and 216  
On the West : By Survey No. 197

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands on this 16<sup>th</sup> March day of 2015.



*Signature*  
*Signature*

**SIGNED, CONFIRMED AND DELIVERED**

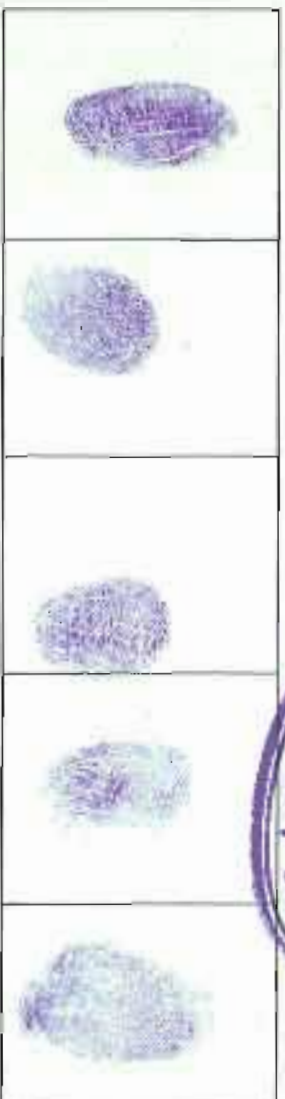
within-named the Owners

(1) Mr. Anand Chandra Bose and



*[Signature]*

Left:

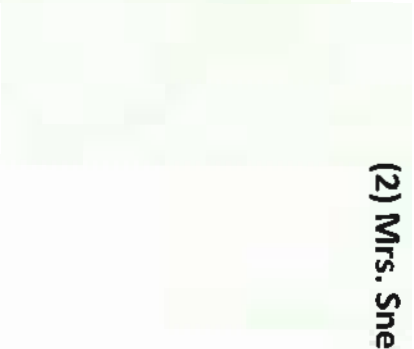


Right:

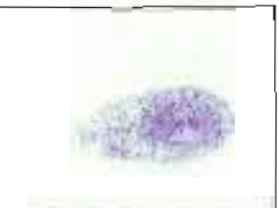


*[Signature]*  
*[Signature]*

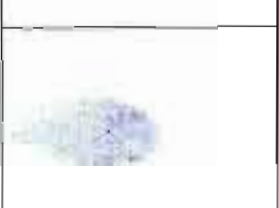
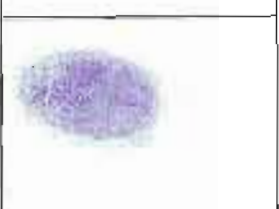
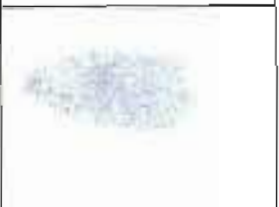
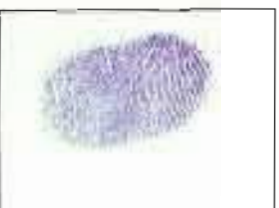
(2) Mrs. Sneha Anand Bose,



Left:



Right:



*Handwritten signature*

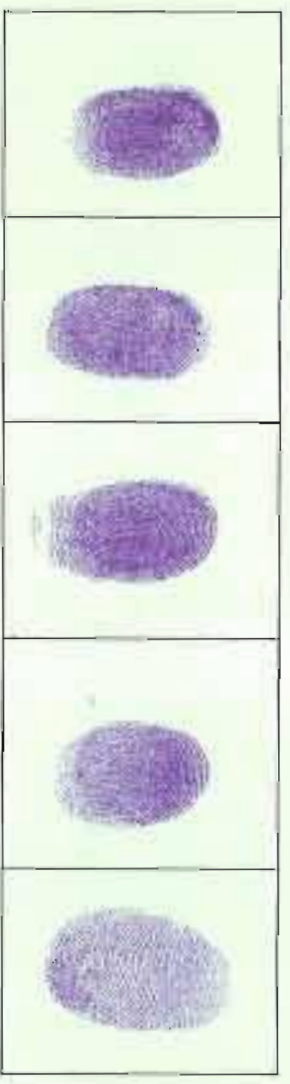
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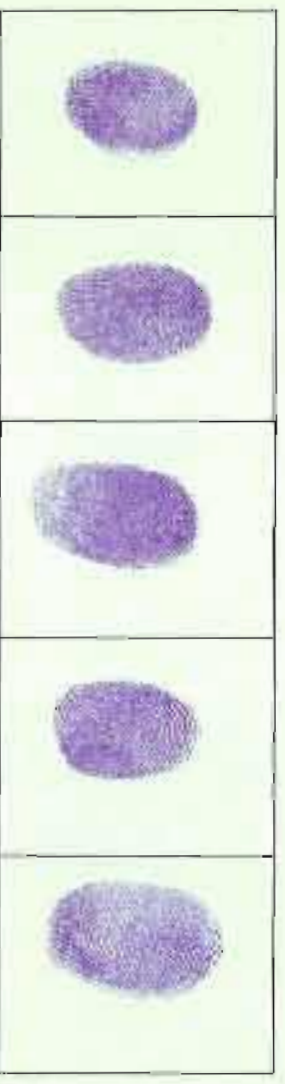
**WE ACCEPT THIS POWER OF ATTORNEY  
FOR Tata Development Housing Company Limited  
Mr. E Chandrashekhar  
Authorised Representative appointed by  
Resolution dated 13th March, 2015**



Left:



Right:



**In the presence of**

1. Siddesh Joshi

2. Prasad Narsule

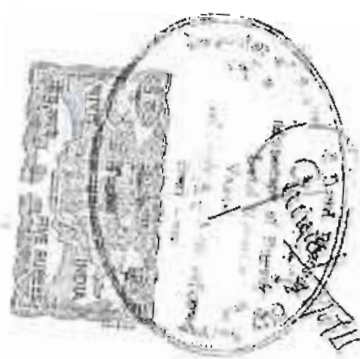
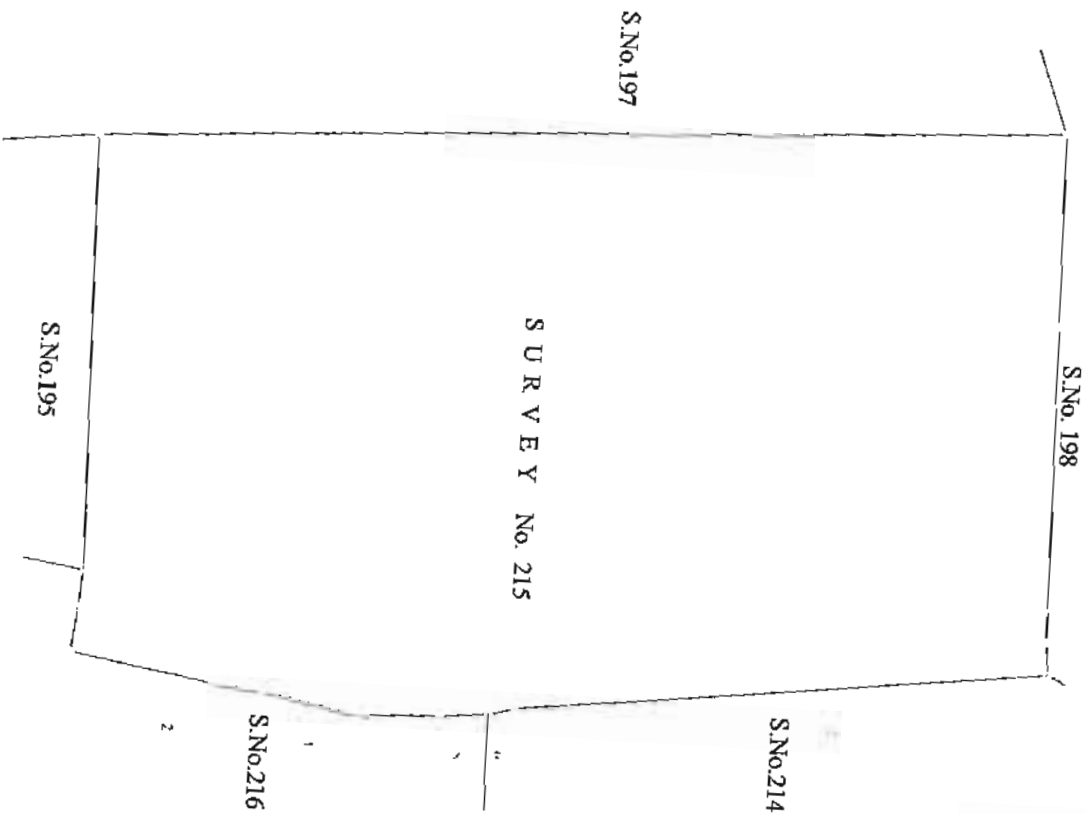
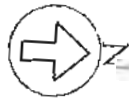


ANNEXURE 'A'



GOVERNMENT OF GOA  
Directorate of Settlement and Land Records  
Office of Inspector of Survey and Land Records  
VASCO - GOA

Plan showing plots situated at  
Village SANCOALE of Morruigan Taluka  
S No./Sub Div No 215.  
Scale 1:1000



Computer Generated by  
On 30-1-2009



Compared by: Supervisor  
20/01/09





Office of Sub-Registrar, Mortgage  
Government of Goa

Print Date & Time : 16-03-2015 05:27:06 PM

Document Serial Number : 371

Received at 02:07:00 PM on 16-03-2015 at the Office of Sub-Registrar (Mortgage) along with fees of Rs. 100/-

Sr. No	Description	Rt. Pt.
1	Registration Fee	100/- 00
2	Processing Fees	20/- 00
Total :		120/- 00

Stamp Duty Received: 00.00 Stamp Duty Paid: 100.0000.00

Mr. E. Chandrashekar, Presenter

Name	Photo	Thumb Impression	Signature
Mr. E. Chandrashekar, s/o Rajesh, Married, Village 46 Years, Service s/o Mumbai as a AVP, Finance for Tata Housing Development Company Limited having its registered office at Times Tower 32th Floor Kamaja Mills, Easternward Services, Bapat Marg Lower Parel, West Mumbai			

ERO SERVICES

Exercitant

1. Mr. Mr. and Chandrashekar, s/o late Mr. E. Chandrashekar, Village 46 Years, Service s/o Mumbai as a AVP, Finance for Tata Housing Development Company Limited having its registered office at Times Tower 32th Floor Kamaja Mills, Easternward Services, Bapat Marg Lower Parel, West Mumbai

Photo	Thumb Impression	Signature

2. Mrs. Sheela Anand Dize, w/o Mr Anand Chandra Dize, Married Indian, age 32 Years, House-Work / Cook - Call No. 008

Photo	Finger impression	Signature
		

Mr. E Chandrasekar, s/o Rajalek, Married Indian, age 49 Years, Service, I/O Vardha As & AVP - Standing - 112  
Tata Housing Development Company, (Office having its registered office at Times Tower 12th Floor & 13th  
Floor) 10th and Senapati Bapat Marg Lower Parel (West) Mumbai

Photo	Finger impression	Signature
		

Identification

Sr No.	Witness Details	Signature
-	Mr. Siddesh Joshi, s/o Sushram Joshi, Married, 30 An, Age 36 Health Service, 10 Alko Dabholm Ghat	

  
Registrar  
MUMBAI  
REGISTRATION  
MUMBAI

3000-1 Form 1001  
Registration Number 1001-001001-2010  
CI Number 1001001-01  
Date 10-08-2010

*Infante*  
Sub-Registrar  
MORMUGAO

Scanned by

Signature

Despatched by: C. G. A. S. P. P. P.

2/12/2015

Government of Goa  
Directorate of Accounts  
e-Challan

201500113613



Name of the Bank	SBI VASCO	Treasury	52   STO -VASCO
Department	10 - NOTARY SERVICES	DDO	113 - CIVIL REG.CUM SUB
Challan Ref. No.	869	Date	16/03/2015

Mr E Chandrashekar , Mumbai

Nature of Remittance

fees collected by sr section

0030 - Stamps and Registration  
03 - Registration Fees  
104 - Fees for registering documents

01 - 00 - Fees under the Indian Registration Act 1908 100000000

Total Amount. 100000000 (Rupees One Crore Only)



16/03/2015

Signature of Remitter

(Customer Copy)

Signature and Seal  
of the Remitter

Valid upto: 22/03/2015

(Receipt is valid only after bank seal)

Print Date: 16/03/2015





## FORM I &amp; XIV

Date: 01/10/2010

नमुना नं 1 व 14

Page 1 of 1

Taluka MORMUGAO  
तालुका  
Village Sancoale  
गांव  
Name of the Field Aframento  
शेताचें नांव

Survey No. 215  
सर्वे नंबर  
Sub Div. No. 1  
हिस्सा नंबर  
Tenure  
सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry Crop	Garden	Rice	Khajen	Ker	Mored	Total Cultivable Area
जिरायत	बागायत	तरी	खाजन	केर	मोरड	एकूण लागण क्षेत्र
0000.00.00	0000.00.00	0001.94.75	0000.00.00	0000.00.00	0000.00.00	0001.94.75

Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot-Kharab पोट खराब

Class (a)	Class (b)	Total Un-Cultivable Area	Grand Total	Remarks
वर्ग (अ)	वर्ग (ब)	एकूण नापिक जामीन	एकूण	शेरा
0000.00.50	0000.00.00	0000.00.50	0001.96.26	

Assessment : आकार	Rs. 0.00	Foro फोर	Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent रेंट	Rs. 0.00
S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा			
1	Anand Chandra Bose		9663	19,525.00 sq. mtrs.			
S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा			
1	Nil						
Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणाऱ्याचे नांव व हक्क प्रकार			Mutation No. फेरफार नं	Remarks शेरा			
Nil							

## Details of Cropped Area पिकाबातील क्षेत्राचा तापशील

Year	Name of the Cultivator	Mode	Season	Name of Crop	Irrigated	Unirrigated	Land not Available for cultivation		Source of irrigation	Remarks
वर्ष	लागण करणाऱ्याचे नांव	रीत	मोसम	पिकाचे नांव	हा.आर.चौ.मी.	हा.आर.चौ.मी.	Nature	Area क्षेत्र	सिंचनाचा	शेरा
					हे. आर. चौ. मी.	हे. आर. चौ. मी.	प्रकार	हा. आर. चौ. मी.		
	Nil									

End of Report

For any further interest, please contact the Mamlatdar of the concerned Taluka.



2122 51/10/10  
Mamlatdar of Mormugao  
Vasco-da-Gama  
01-10-2010