

93548180502

**AGREEMENT FOR SALE OF PREMISES**Dated This 2 Day of MAY 2018.

BETWEEN

**INCLINE REALTY PRIVATE LIMITED**

("PROMOTER")

AND

- 1) Mr. Prashant Sampat Sonawala
- 2) Mrs. Shobha Sampat Sonawane
- 3) Mr. Sampat J. Sonawane

("THE ALLOTTEE/S")

FOR

Flat No. 2203Floor No. 22ndTower No. B**SKY CITY**

# Valuation Report of the Immovable Property

## Details of the property under consideration:

Name of Owner : **Mr. Prashant Sampat Sonawala, Mrs. Shobha Sampat Sonawane & Mr. Sampat J. Sonawane**

Residential Flat No. 2203, 22nd Floor, Tower-B, "**Sky City**", Dattapada Road, Off Western Express Highway, Village - Magathane, Borivali (East), Mumbai,  
PIN Code - 400 066, State - Maharashtra, Country - India.

Latitude Longitude : 19°13'21.0"N 72°51'50.6"E

## Valuation Done for:

**Punjab National Bank  
Seepz Andheri (East)**

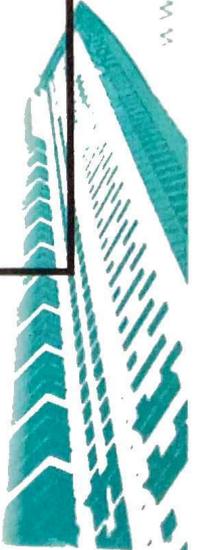
Midc Industrial Area Lane, Andheri East, Mumbai, Maharashtra 400096

**Vastukala Consultants (I) Pvt. Ltd.**

**Mumbai · Delhi NCR · Aurangabad · Nanded**

Vastukala Consultants (I) Pvt. Ltd.

An ISO 9001:2008 Certified Company





Vastu/Mumbai/05/2018/011938/27521

07/14-49-S

Date: 07.05.2018

## VALUATION OPINION REPORT

The property bearing Residential Flat No. 2203 , 22nd Floor, Tower-B, "**Sky City**", Dattapada Road, Off Western Express Highway, Village - Magathane, Borivali (East), Mumbai, PIN Code - 400 066, State - Maharashtra , Country - India belongs to **Mr. Prashant Sampat Sonawala, Mrs. Shobha Sampat Sonawane & Mr. Sampat J. Sonawane**

Boundaries of the property :

North	Open Plot
South	Dattapada Road
East	A - Wing & Western Express Highway
West	C - Wing

Considering various parameters recorded, existing economic scenario, and the information that is available with reference to the development of neighbourhood and method selected for valuation, we are of the opinion that, the property premises can be assessed and valued for Housing Loan purpose at **₹ 75,50,000.00 (Rupees Seventy Five Lac Fifty Thousand Only)**. As per site inspection / site information 26% construction work is completed as on date.

The valuation of the property is based on the documents produced by the concern. Legal aspects have not been taken into considerations while preparing this report.

Hence certified

For VASTUKALA CONSULTANTS (I) PVT. LTD.

C.M.D.

Director

**Sharad B. Chalikwar**

Govt. Reg. Valuer

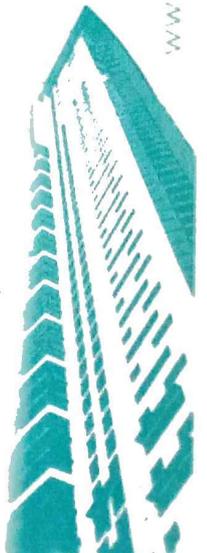
Chartered Engineer (India)

Reg. No. (N) CCIT/1-14/52/2008-09

Encl : Valuation report



www.vastukala.org



Mumbai	Delhi NCR	Nanded	Aurangabad
121, 1 <sup>st</sup> Floor, Ackruti Star, Central Road, MIDC, Andheri (E), Mumbai 400 093, (M.S.), INDIA  Tel. : +91 22 28371325 Fax : +91 22 28371324 mumbai@vastukala.org	L-306, Sispal Vihar, AWHO Society, Sohna Road, Sector - 49, Gurgaon, Haryana - 122018, INDIA  Mobile : +91 9216912225 +91 9819670183 delhincr@vastukala.org	28, S G G S - Stadium Complex, Gokul Nagar, Nanded 431 602, (M S ), INDIA  Tel. : +91 2462 244288 +91 2462 239909 nanded@vastukala.org	Plot No. 106, N 3, CIDCO, Aurangabad 431 005, (M.S.), INDIA  Tel. : +91 240 2485151 Mobile : +91 916 7204062 +91 9860863601 aurangabad@vastukala.org



Total no. of Floors	Proposed : Basement + Ground + 8 Podiums + 64 upper floors	Floor on which the property is located	22nd Floor	Approx. Age of the property	Under Construction	Residual age of the property	60 years (After Completion) Subject to proper, preventive periodic maintenance & structural repairs.	Type of structure : R.C.C. Foundation
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**5 Occupancy Details - Building Under Construction**

Tenant Name(s)	N.A.				
Status of Tenure	N.A.	No. of years of Occupancy	N.A.	Relationship of tenant with owner	N.A.
Present / Expected rental income per month	₹ 15,500.00				

**6 Stage of Construction**

Stage of construction	Under Construction			
<b>If under construction, extent of completion</b>				
Foundation	Completed	RCC Plinth	Completed	
Basement	Completed	Ground/Stilt	Completed	
Podium	Completed	RCC work for Floors	Completed up to 18 <sup>th</sup> Floor	
Total	26% work completed			

**7 Violations if any observed**

Nature and extent of violations	Approved Building plans were not provided and not verified.
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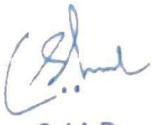
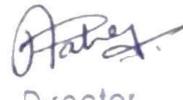
**8 Area Details of the Property**

Carpet Area in Sq. Ft.	Carpet Area = 252.00 (Area as per Agreement)	Plinth area / Built up area in Sq. Ft. (	302.00
Remarks:	Builder has not allowed for Internal Inspection & Photographs. The details about the work progress status have been provided by Customer Relationship Manager – Miss Chandani Mehta - Mobile No 7045647706		

**9 Valuation**

Built up Area	302.00 Sq. Ft.
Prevailing market rate	₹ 25,000.00
Floor Rise Rate per Sq. Ft.	₹ 0.00
PLC Rate per Sq. Ft.	₹ 0.00
Total Rate per Sq. Ft.	₹ 25,000.00
Value of the property	₹ 75,50,000.00 (Including Car Parking)
Realizable Value of the Property	₹ 67,95,000.00
Distress / Force Sale Value	₹ 60,40,000.00

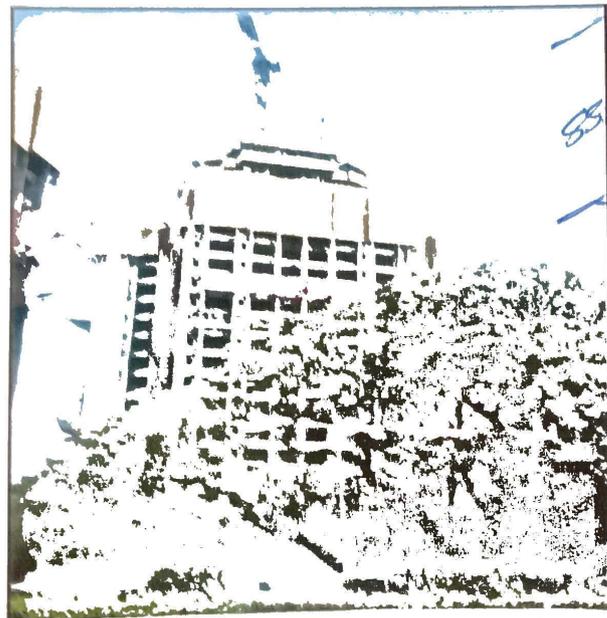


	Insurable Value of the Assets	₹ 10,57,000.00
	Govt. Approved Rate/ Ready Reckoner Rate Per Sq. Mt.(New Property)	₹ 2,03,780.00 per Sq. M. i.e. ₹ 18,932.00 per Sq. Ft.
10	<b>Assumptions /Remarks</b>	Attached
11	<b>Declaration</b>	i. The property was inspected by me / my authorized representative personally on 07.05.2018
		ii. The undersigned does not have any direct / indirect interest in the above property.
		iii. The information furnished here in is true and correct to the best of our knowledge.
12	<b>Name, address &amp; signature of Valuer</b>	<p style="text-align: center;">For VASTUKALA CONSULTANTS (I) PVT. LTD</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">   C.M.D. </div> <div style="text-align: center;">   Director </div> </div>
		<b>Vastukala Consultants (I) Pvt. Ltd.</b> 121, 1st Floor, Ackruti Star, Central Road, MIDC, Andheri (E), Mumbai - 400 093
		<b>Sharad B. Chalikwar</b> Govt. Reg. Valuer Chartered Engineer (India) Reg. No. (N) CCIT/1-14/52/2008-09
		Date of valuation: 07.05.2018
13	<b>List of Documents enclosed</b>	1. Valuation Report 2. Satellite Location Map 3. Location cum Route Map from Nearest Railway Station 4. Price Indicator
14	<b>List of Photographs enclosed</b>	Internal & External Photographs of the property



11/11/2018  
11/11/2018  
11/11/2018

### Actual Site Photographs



H.S. SONAWALA

*Vinay K. S.*  
R.O.A.

*S.S. Sonawale*

*Vinay K. S.*

FOR PR...

H.S. SONAWALA

*Vinay K. S.*  
*S.S. Sonawale*  
R.O.A.

*S.S. Sonawale*

Vastukala Consultants (I) Pvt. Ltd.



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2026

### DEFINITION OF VALUE FOR THIS SPECIFIC PURPOSE

This exercise is to assess **Fair Market Value** of the property under reference for **Housing Loan** purpose as on dated **7<sup>th</sup> May 2018**.

The term Fair Market Value is defined as

"The most probable price, as of a specified date, in cash, terms equivalent to cash, or in other precisely revealed terms for which the specified property rights would sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently knowledgeably and for self-interest assuming that neither is under undue duress"

Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.
2. Buyer and seller are well informed and are acting prudently.
3. The property is exposed for a reasonable time on the open market.
4. Payment is made in cash or equivalent or in specified financing terms.

### UNDERLYING ASSUMPTIONS

1. We assume no responsibility for matters of legal nature affecting the property appraised or the title thereto, nor do we render our opinion as to the title, which is assumed to be good and marketable
2. The property is valued as though under responsible ownership.
3. It is assumed that the property is free of liens and encumbrances.
4. It is assumed that there are no hidden or unapparent conditions of the subsoil or structure that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering that might be required to discover such factors.

For VASTUKALA CONSULTANTS (I) PVT. LTD.



C.M.D.



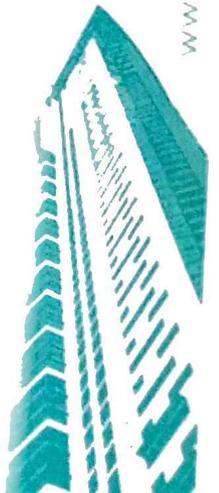
Director

**Sharad B. Chalikwar**

Govt. Reg. Valuer

Chartered Engineer (India)

Reg. No. (N) CCIT/1-14/52/2008-09



## DECLARATION OF PROFESSIONAL FEES CHARGED

We hereby declare that our professional fees are not contingent upon the valuation findings. However, if the statute AND/OR clients demands that the fees should be charged on the percentage of assessed value then with the full knowledge of the AND/OR end user, it is being charged accordingly.

## VALUATION OF THE PROPERTY PREMISES

Considering various parameters recorded herein above, existing economic scenario, and the information that is available with reference to the development of neighbourhood and method selected for valuation, we are of the opinion that the property premises can be assessed and valued for Banking Purpose as on day for **₹ 75,50,000.00 (Rupees Seventy Five Lac Fifty Thousand Only)**. As per site inspection, site information 26% construction work is completed as on date.

## STATEMENT OF LIMITING CONDITIONS

1. Assumptions are made to the best of our knowledge and belief. Reliance is based on the information furnished to us by the identifier AND/OR client.
2. The Valuer shall not be responsible for matters of legal nature that affects the value and opinion expressed by us.
3. If our appearance is required, we will be pleased to appear and give the necessary clarification, provided the fees for each appearance (excluding traveling, dearness allowance and out of pocket expenses) is pre-determined before the acceptance of the assignment under reference.
4. In no event shall the Valuer be held responsible or liable for special, direct, indirect or consequential damages, as the assignment has been completed on best efforts, available knowledge and in good intentions of persons concerned and belief.
5. **If it is proved that there is an apparent negligence on the part of a Valuer**, liability of this assignment (whether arising from this assignment, negligence or whatsoever) is limited in respect of anyone event or series of events to the actual loss or damage sustained subject to maximum of 80% of the professional fees for the services rendered and in any case not exceeding the amount of **1,000 (Rupees One Thousand Only)**. **All the claims against us shall expire after three month from the date of submission of the valuation report provided by us.**
6. We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief. We have no direct or indirect interest in the assets valued. We have not been convicted of any offence and sentenced to a term of imprisonment. We have not been found guilty of misconduct in our professional capacity. We have personally inspected the assets.

For VASTUKALA CONSULTANTS (I) PVT. LTD.

  
C.M.D.

  
Director

**Sharad B. Chalikwar**

Govt. Reg. Valuer

Chartered Engineer (India)

Reg. No. (N) CCIT/1-14/52/2008-09



Vastukala Consultants (I) Pvt. Ltd.

An ISO 9001:2008 Certified Company





03/05/2018

## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 3

दस्त क्रमांक : 4758/2018

नोदणी :

Regn:63m

## गावाचे नाव : मागाठाणे

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	6239467
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	6263942.475
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन :सदनिका नं: 2203, माळा नं: 22, इमारतीचे नाव: टॉवर बी, स्काई सिटी, ब्लॉक नं: बोरीवली ईस्ट, मुंबई, रोड नं: दत्त पाडा रोड, ऑफ वेस्टर्न एक्सप्रेस हायवे, इतर माहिती: सदनिकेचे क्षेत्रफळ 23.45 चौ.मी. कारपेट, सोवत एक कार पार्किंग स्पेस( C.T.S. Number : 107E(Part), 141, 142, 155 आणि 155/1 ते 12 ; ) )
(5) क्षेत्रफळ	1) 23.45 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. इन्व्हाईन रिअल्टी प्रा. लि. चे प्रमोटर - प्रिया शर्मा व निलेश एच. टंक यांचेतर्फे कुलमुखत्यार सौ. दिपाली ढोले वय:-33; पत्ता:-प्लॉट नं: कॉमर्झ, माळा नं: 3, इमारतीचे नाव: इंटरनॅशनल बिझनेस पार्क, ओबेरॉय गार्डन सिटी, ब्लॉक नं: गोरेगाव ईस्ट, मुंबई, रोड नं: ऑफ वेस्टर्न एक्सप्रेस हाईवे, महाराष्ट्र, MUMBAI. पिन कोड:-400063 पॅन नं:-AADCI5238A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-प्रशांत संपत सोनावाला तर्फे कुलमुखत्यार संपत जगन्नाथ सोनवणे वय:-55; पत्ता:-प्लॉट नं: 1204/1304-ए, माळा नं: 12-13, इमारतीचे नाव: श्री साई टावर सीएचएस लिमिटेड, ब्लॉक नं: बोरीवली वॅस्ट, मुंबई, रोड नं: सोडावाला लेन, महाराष्ट्र, MUMBAI. पिन कोड:-400092 पॅन नं:-BOUPS1042D 2): नाव:-शोभा संपत सोनवणे वय:-53; पत्ता:-प्लॉट नं: 1204/1304-ए, माळा नं: 12-13, इमारतीचे नाव: श्री साई टावर सीएचएस लिमिटेड, ब्लॉक नं: बोरीवली वॅस्ट, मुंबई, रोड नं: सोडावाला लेन, महाराष्ट्र, MUMBAI. पिन कोड:-400092 पॅन नं:-AGLPS8692P 3): नाव:-संपत जगन्नाथ सोनवणे वय:-55; पत्ता:-प्लॉट नं: 1204-1304/ए, माळा नं: 12-13, इमारतीचे नाव: श्री साई टावर सीएचएस लिमिटेड, ब्लॉक नं: बोरीवली वॅस्ट, मुंबई, रोड नं: सोडावाला लेन, महाराष्ट्र, MUMBAI. पिन कोड:-400092 पॅन नं:-AKIPS7637P
(9) दस्तऐवज करून दिल्याचा दिनांक	02/05/2018
(10) दस्त. नोदणी केल्याचा दिनांक	03/05/2018
(11) अनुक्रमांक, खंड व पृष्ठ	4758/2018
(12) बाजारभावाप्रमाणे शुल्क	314000
(13) बाजारभावाप्रमाणे नोदणी शुल्क	30000



सह दुय्यम निबंधक बोरीवली क्र. ३,  
मुंबई उपनगर जिल्हा



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WSII/0505/R1/337(NEW)

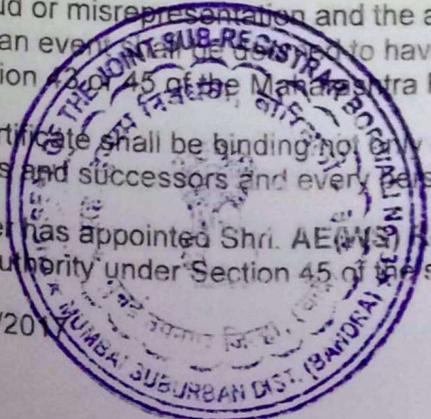
COMMENCEMENT CERTIFICATE

To, M/S. INCLINE REALITY PVT.LTD.
Commerz 3rd Floor International Business Park,
Oberoi Garden City, Off. W.E. Highway ,Goregaon
East Mumbai-400063.

Sir, With reference to your application No. CHE/WSII/0505/R1/337(NEW) Dated. 6/10/2017 for Development
Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and
Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New)
dated 6/10/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work
of on plot No. NA C.T.S. No. 107/E, 141, 142 and 155, 155/1 to 12 Division / Village / Town Planning Scheme
No. MAGATHANE R/C situated at 36.60m wide Dattapada road Road / Street in R/C Ward Ward .

The Commencement Certificate / Building Permit is granted on the following conditions:-

- 1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form
part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to
be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing
from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case
exceed three years provided further that such lapse shall not bar any subsequent application for fresh
permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
a. The Development work in respect of which permission is granted under this certificate is not
carried out or the use thereof is not in accordance with the sanctioned plans.
b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by
the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the
applicant through fraud or misrepresentation and the applicant and every person deriving title through
or under him in such an event shall be deemed to have carried out the development work in
contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors,
assignees, administrators and successors and every person deriving title through or under him.
The Municipal Commissioner has appointed Shri. A.E.(WS) S-II Assistant Engineer to exercise his powers
and functions of the Planning Authority under Section 45 of the said Act.
This CC is valid upto 28/12/2017



Handwritten signature and official stamp of the Assistant Engineer, including the number 2086.

Handwritten signatures at the bottom of the page.

Issue On : 29/12/2015

Valid Upto : 28/12/2017

Remark :

Approved

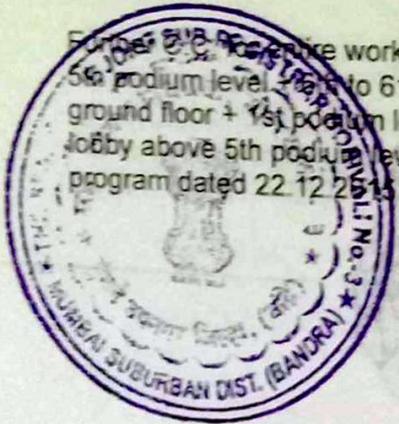
Approved By  
EEBP  
Executive Engineer

Issue On : 23/11/2017

Valid Upto : 28/12/2017

Remark :

For the entire work of basements & podiums i.e. 3 level basements + ground floor + 1st podium level to 5th podium level + 6th to 61st upper floor + LMR + O.H. tank for Tower A to Tower D, and 3 level basements + ground floor + 1st podium level to 5th podium level + 6th to top of 7th floor, i.e. up to top of double height entrance lobby above 5th podium level for Tower E, and tower H, of Residential Building No. 1 as per approved phase program dated 22.12.2015 and as per approved amended plans dated 03.08.2017.



बरल - ३/		
४०५८	२३०	०९९
२०१८		

CHE/WSII/0505/R1/337(NEW)

*[Handwritten signatures and initials]*

Document certified by NAVNATH  
S GHADGE  
<navnathghadgapatil123@gmail.c  
om>

Name NAVNATH  
GHADGE  
Designation : Assistant  
Engineer  
Organization : Municipal  
Corporation of Greater  
Mumbai  
Date : 23-Nov-2017 14:41:22

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Assistant Engineer Building Proposal

Western Suburban R/C Ward Ward

Cc to

- 1 Architect
- 2 Collector Mumbai Suburban /Mumbai District.



बरल - ३/		
४०५८	१३१	२११
Page 3 of 3 on 11/23/2017 2:40:52 PM		
२०५८		

CHEWSII/0505/R1/337(NEW)

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10011 1905 229



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

Office of Dy. Ch. Eng. B.P.(W.S.)-II Municipal Bldg. 'C' Wing, 2<sup>nd</sup> floor,  
Near Sanskruti Complex, Thakur Complex, Kandivali (E), Mumbai - 400 101.  
Phone No.28543407 /28543408(FAX)

No. CHE/WSII/0505/R1/337(New)

**Revalidation Letter**

<p>To, <b>Architect Sunil Arora</b> Commerz, 3<sup>rd</sup> floor, International Business Park, Oberoi Garden City Off W.E. Highway, Goregaon (East), Mumbai 400 063.</p>	<p>To, <b>M/s Incline Realty Pvt. Ltd.</b> <b>Owner</b> Commerz, 3<sup>rd</sup> floor, International Business Park, Oberoi Garden City Off W.E. Highway, Goregaon (East), Mumbai 400 063.</p>
---	---

**Sub:** Proposed Residential Building No.1 (Tower A to H) on plot bearing CTS No. 107/E, 141, 142, 155 & 155/1 to 12 of village Magathane at Dattapada Road, Borivali (East), Mumbai in R/Central ward, Mumbai.

**Ref:** Online application dated: 27.12.2017

Gentleman,

With reference to your above referred letter submitted online regarding revalidation of the proposal under building proposal File No. CHE/WSII/0505/R1/337(New), this is to inform you that, the Proposal/ C.C. is valid up to 28.12.2018. The revalidation fees paid by applicant vide Receipt/SAP Doc No. 1003136868 on 14.12.2017.

This document is digitally signed and no physical signature is required.

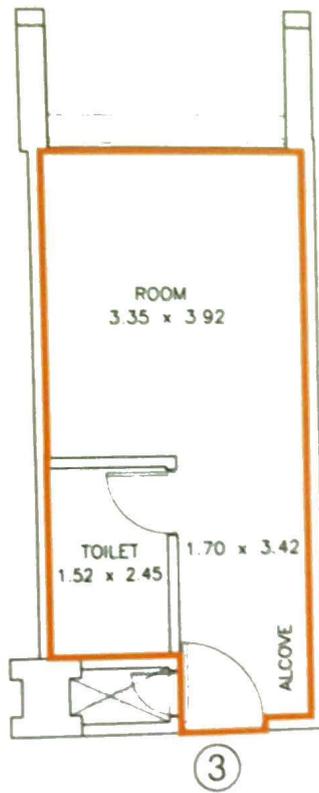


Yours faithfully,

<p><b>ASHISH B. AMRITS AGAR</b> Digitally signed by ASHISH B. AMRITSAGAR Date: 2017.12.27 17:26:44 +05'30'</p>	<p><b>NAVNAT H S GHADGE</b> Digitally signed by Navnat H S Ghadge Date: 2017.12.27 17:38:48 +05'30'</p>
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S.E(B.P) R/c  
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*(Handwritten signatures)*



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SKY CITY TOWER B FLAT NO: 2203

**PLAN OF THE SAID PREMISES**

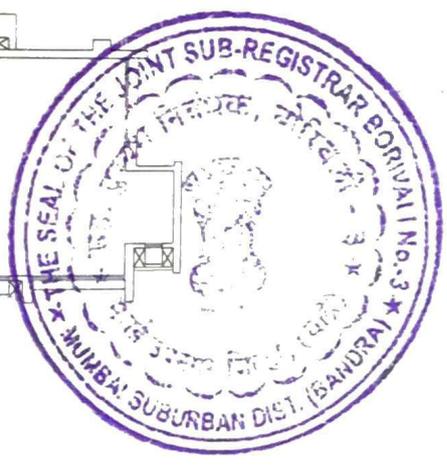
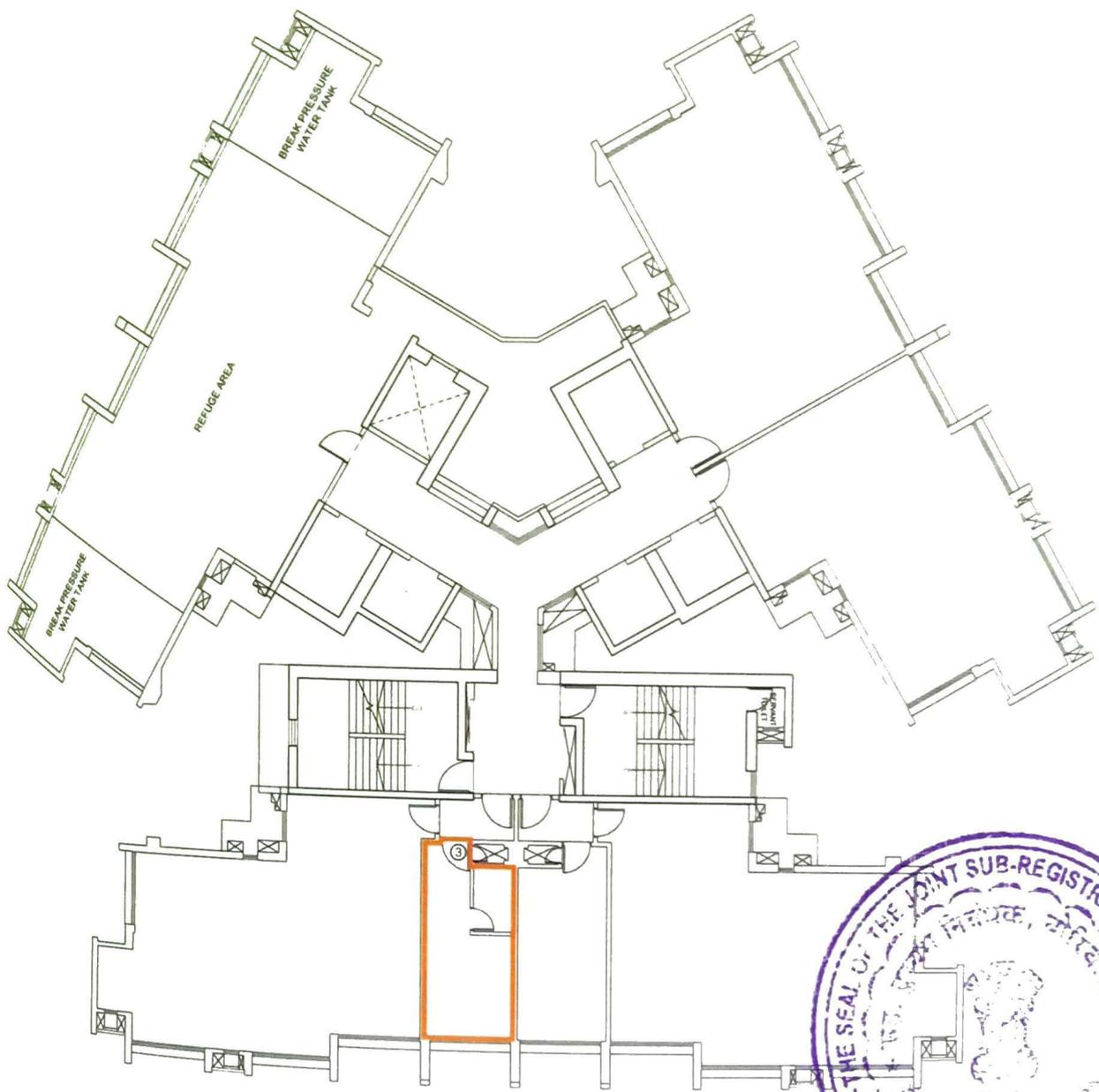
Disclaimer - 1) Subject to design and construction exigencies and the provisions of this Agreement  
2) Dimensions given in this plan are as per the plans approved by the MCGM

*Sonawale S.S.*

*SSS*

*Sonawale S.S.*

PS



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SKY CITY TOWER B 2203  
TYPICAL FLOOR PLAN (ZONE 1-REFUGE LEVEL)

Disclaimer - Subject to design and construction exigencies and the provisions of this Agreement

*[Handwritten signature]*

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PS

  
**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**FORM 'A'**  
**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**  
 No CHE/WSII/0505/R1/337(NEW)  
**COMMENCEMENT CERTIFICATE**

To,  
 M/S. INCLINE REALITY PVT.LTD.  
 Commerz 3rd Floor International Business Park,  
 Oberoi Garden City, Off. W.E. Highway ,Goregaon  
 East Mumbai-400063.

Sir,  
 With reference to your application No. CHE/WSII/0505/R1/337(NEW) Dated. 29/7/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 29/7/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development ward of on plot No. NA C.T.S. No. 107/E, 141, 142 and 155, 155/1 to 12 Division / Village / Town Planning Scheme No. MAGATHANE R/C situated at 36.60m wide Dattapada road Road / Street in R/C Ward Ward

The Commencement Certificate / Building Permit is granted on the following conditions:--

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you.

5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

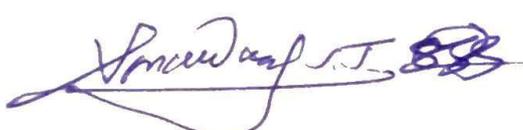
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-

- a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
- b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors.

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CHE/WSII/0505/R1/337(NEW)		
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assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. NAVNATH SOPANRAO GHADGE Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 28/12/2016

Issue On : 29/12/2015

Valid Upto : 28/12/2016

Remark :

Approved By

Executive Engineer

Issue On : 4/8/2017

Valid Upto : 28/12/2017

Remark :

This C.C. is re-endorsed for entire work of basements & podiums for parking, i.e. 3 level basement + ground floor + 1st podium level to 5th podium level and for work up to top of 7th floor, i.e. up to top of double height entrance lobby above 5th podium level for Tower A to E of Residential Building No. 1 as per approved phase programme dated 22.12.2015 and as per approved amended plans dated 03.08.2017.



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Page 2 of 3 on B-420765237 PU

CHE/WSII/0505/R1/337(NEW)

*Smadant S.J.*

*BBB*

*Smadant S.J.*

Document certified by NAVNATH  
S GHADGE  
<navnathghadgepatil123@gmail.com>

Name : NAVNATH S  
GHADGE  
Designation : Assistant  
Engineer  
Organization : Municipal  
Corporation Of Greater  
Mumbai

Date : 04-Aug-2017 18: 53:12

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Assistant Engineer, Building Proposal  
Western Suburb II R/C Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.



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CHE/WSII/0505/R1/337(NEW)

*Navnath S. Ghadge*      *SSS*      *Navnath S. Ghadge*

30/11/2015  
MUMBAI  
MUMBAI

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**No. CHE/WSII/0505/R1/337(NEW)**

07 NOV 2015

To  
Architect Sunil Arora  
Commerz, 3<sup>rd</sup> floor,  
International Business Park,  
Oberoi Garden City, off W.E. Highway,  
Goregaon (East), Mumbai 4000 63.

Sub. : Proposed residential building No.1 (Tower A to J) on  
plot bearing C.T.S. Nos. 107/E, 141, 142, 155 &  
155/1 to 12 of village Magathane at Borivali (East),  
Mumbai.

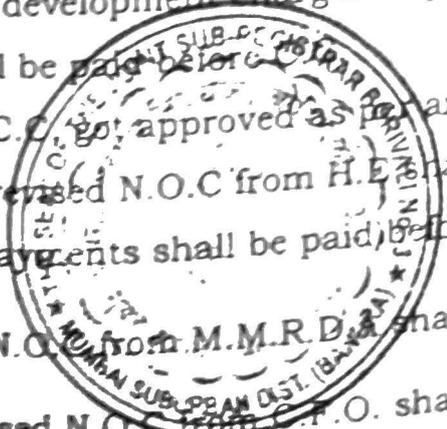
Ref. : Your letter dated 31.10.2015

\*\*\*\*\*

Gentleman,

There is no objection to carry out the work as per amended plans  
submitted by you vide your letter under reference subject to the following  
conditions:-

- 1) All the conditions of this office Intimation of Disapproval under No.  
CHE/WSII/0505/R1/337(NEW) dt. 10.02.2015, shall be applicable  
and complied with.
- 2) That the Revised R.C.C. design and calculation shall be submitted.
- 3) That the Revised Drainage approval shall be obtained before C.C. That  
no debris shall be stacked on the Municipal Road.
- 4) That the Extra Water & Sewerage charges shall be paid to A.E.W.W.  
R/Central ward before asking for C.C.
- 5) That the development charges as per M.R. & T.P (Amendment) Act,  
1992 will be paid before asking for C.C.
- 6) That the C.C. shall be approved as per amended plans.
- 7) That the revised N.O.C from H.E. shall be submitted.
- 8) That all payments shall be paid before asking for C.C.
- 9) That the N.O.C from M.M.R.D. shall be submitted before asking for  
C.C.
- 10) That revised N.O.C from C.T.O. shall be obtained.
- 11) That revised N.O.C from E.E (T&C) shall be obtained.



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for C.C. shall be submitted before asking for		

*Sunil Arora*  
*Sunil Arora*  
*Sunil Arora*  
11/11/15

- 12) That all the conditions stated in the A.A.I. NOC shall be duly observed & complied with.
- 13) That the NOC from Ch.E. (M&E) for basement/ Mechanical Ventilation shaft shall be submitted before C.C.
- 14) That the NOC from Highway Authority shall be submitted before C.C.
- 15) That the remarks from E.E.(SWD) planning cell shall be submitted before C.C.
- 16) That the NOC from High Rise Committee shall be submitted before C.C.
- 17) That the plans for entire tenements upto 50 sq.mt. area shall be got approved before asking O.C.C of any Tower.
- 18) That the NOC from MOEF shall be submitted before C.C.
- 19) That the Owner/Developer shall submit Registered Undertaking for the following documents.
- To maintain fire check floor clean and free of obstacles.
  - Handing over of excess parking to MCGM if full potential is not utilized.
  - That suggestions/conditions stipulated by HRC shall be binding and same shall be complied with by submitting and getting the plans approved if required.
  - That not to misuse the portion of canopies.
  - That external columns proposed along periphery of all the towers shall not be misused.
- 20) That the compound wall shall be constructed on all sides of the amalgamated plot before starting the work as per D.C. Reg. No 38(27).
- 21) That the layout shall be got amended.
- 24) Indemnity bond indemnifying MCGM for proposing tenement with alcove facility.



One set of approved / certified plan is returned herewith as a token of approval.

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Encl. 9 set of plan.		
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Yours faithfully

*(Signature)*

Ex. Eng. Bldg. Prop. (W.S.) 'R' Ward

*(Signature)*

*(Signature)*

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No. CHE/WSII/0505/R1/337(NEW)

0 11/11/15

Copy to ✓ 1. Owner, Incline Realty Pvt. Ltd.

2. Asstt. Commissioner (R/Central)

3. A.E. W.W. (R/Central)

For information please

✓ Ex. Eng. Bldg. Prop. (W.S.) 'R' Ward



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*[Handwritten signatures]*

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. CHE/WSII/0505/R1/337(NEW)

15 JAN 20

To  
Architect Sunil Arora  
Commerz, 3<sup>rd</sup> floor,  
International Business Park,  
Oberoi Garden City, off W.E. Highway,  
Goregaon (East), Mumbai 4000 63.

उपमुख्य अभियंता इमारत प्रस्ताव प.उ. दोन  
पहापरिवहन इमारत, सी. विंग, संस्कृती कॉम्प्लेक्स  
००, फुट डी.पी रोड, सेंट लॉरेन्स ट्रांक्विलिटी  
मांदिवली (पूर्व). मुंबई-४०००६३

Sub. : Proposed residential building No.1 (Tower A to J) on  
plot bearing C.T.S. Nos. 107/E, 141, 142, 155 &  
155/1 to 12 of village Magathane at Borivali (East),  
Mumbai.

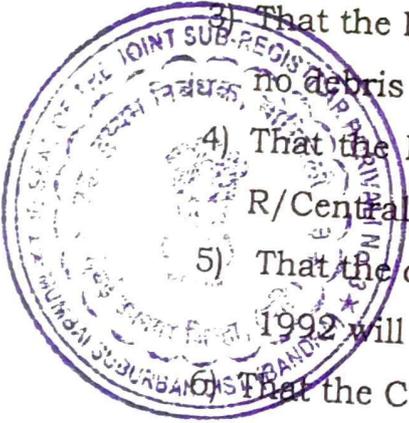
Ref. : Your letter dated 29.12.2015

\*\*\*\*\*

Gentleman,

There is no objection to carry out the work as per amended plans  
submitted by you vide your letter under reference subject to the following  
conditions:-

- 1) All the conditions of this office Intimation of Disapproval under No.  
CHE/WSII/0505/R1/337(NEW) dt. 10.02.2015, and amended  
approval dated 07.11.2015 shall be applicable and complied with.
- 2) That the Revised R.C.C. design and calculation shall be submitted.
- 3) That the Revised Drainage approval shall be obtained before C.C. That  
no debris shall be stacked on the Municipal Road.
- 4) That the Extra Water & Sewerage charges shall be paid to A.E.W.W.  
R/Central ward before asking for C.C.
- 5) That the development charges as per M.R. & T.P (Amendment) Act,  
1992 will be paid before C.C.
- 6) That the C.C shall be re-endorsed for carrying out the work as per  
amended plans.
- 7) That the revised N.O.C from H.E shall be submitted.
- 8) That all payments shall be paid before asking for C.C.
- 9) That the No dues pending certificate from A.E.W.W.(R/Central ward)  
shall be submitted.



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*[Handwritten signatures and initials]*

10) That the revised NOC from CFO shall be submitted.

One set of approved / certified plan is returned herewith as a token of approval.

Yours faithfully,

Encl.: 1 set of plan.

- s d -

Ex. Eng. Bldg. Prop. (W.S.) 'R' Ward

No. CHE/WSII/0505/R1/337(NEW)

115 JAN 2016

Copy to : 1. Owner, Incline Realty Pvt. Ltd.

2. Asstt. Commissioner (R/Central)

3. A.E. W.W. (R/Central)

For information please.

Ex. Eng. Bldg. Prop. (W.S.) 'R' Ward



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*[Handwritten signature]*

*[Handwritten signature]*

1705/2016

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

Office of the Dy.Ch.Eng.(Bldg.Prop) – W. S/II, 2nd Floor 'C' Wing, Municipal Office Bldg, 90  
Road, Near Sanskruti Complex, Thakur Complex, Kandivali (East), Mumbai – 400 101  
**No. CHE/WSII/0505/R1/337(NEW)**

**To**  
**Architect Sunil Arora**  
Commerz, 3<sup>rd</sup> floor,  
International Business Park,  
Oberoi Garden City, off W.E. Highway,  
Goregaon (East), Mumbai 4000 63.

**Sub. :** Proposed residential building No.1 (Tower A to H) on plot bearing C.T.S. Nos. 107/E, 141, 142, 155 & 155/1 to 12 of village Magathane at Borivali (East), in R/Central Ward, Mumbai.

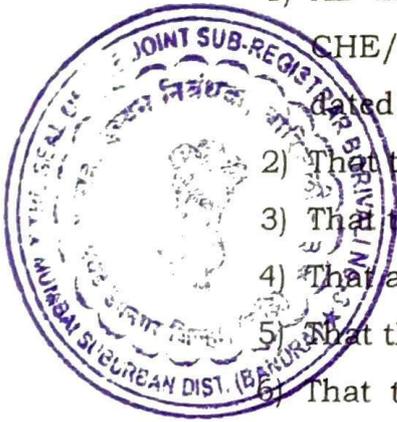
**Ref. :** Your on line application dtd. 29.07.2017

Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions:-

- 1) All the conditions of this office Intimation of Disapproval under No. CHE/WSII/0505/R1/337(NEW) dt. 10.02.2015, and amended approval dated 07.11.2015 & 15.01.2016 shall be applicable and complied with.
- 2) That the Revised R.C.C. design and calculation shall be submitted.
- 3) That the C.C. shall be re endorsed as per amended plans.
- 4) That all the payments shall be paid before asking for C.C.
- 5) That the Janata Insurance Policy shall be submitted before C.C.
- 6) That the revised NOC from E. E. T. & C. shall be submitted before further C.C.

The plans are digitally signed & attached herewith as a token of approval.



<p>Harshakumar K. Mudadi Digitally signed by Harshakumar K. Mudadi Date: 2017.08.02 12:55:09 +05'30'</p> <p>804C 28 292 E</p> <p>S.E.(B.P.)'R/C'</p>	<p>NAVNA TH S GHADG Digitally signed by NAVNATH S GHADGE DN: c=IN, o=Municipal Corporation Of Greater Mumbai, ou=Building Proposal, postalCode=400101, st=Maharashtra, 2.5.4.20=73cab6b800138f096480b3479046e7546100953f001751ba211a4230768, serialNumber=71e424ab41e037c8dadb1580f0ab5fbc553c, c7b86e485c276f3c5a6d34192, cn=NAVNATH S GHADGE Date: 2017 08 02 17 09 03 +05'30'</p> <p>A.E.(B.P.)'R/C'</p>	<p>BAPURAO RUNJAJI MORE Digitally signed by BAPURAO RUNJAJI MORE DN: c=IN, o=Municipal Corporation Of Greater Mumbai, ou=Executive Engineer, postalCode=400067, st=Maharashtra, 2.5.4.20=f38097ab585e6df25f2b5111efddd6, Sde71f30d3f7dcae2f70b77d59390530d7, serialNumber=89278eef3a5a263f93ab8abc6a8b2799c87d7915acf9e544161f5851eb00c7, 8, cn=BAPURAO RUNJAJI MORE Date: 2017 08 02 19 39 28 +05 30'</p> <p>Executive Engineer Building Proposal (W.S.)'R' Ward</p>
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**No. CHE/WSII/0505/R1/337(NEW)**

- Copy to :
1. Owner, M/s Incline Realty Pvt. Ltd.
  2. Asstt. Commissioner (R/Central)
  3. A.E. W.W. (R/Central)
- For information please

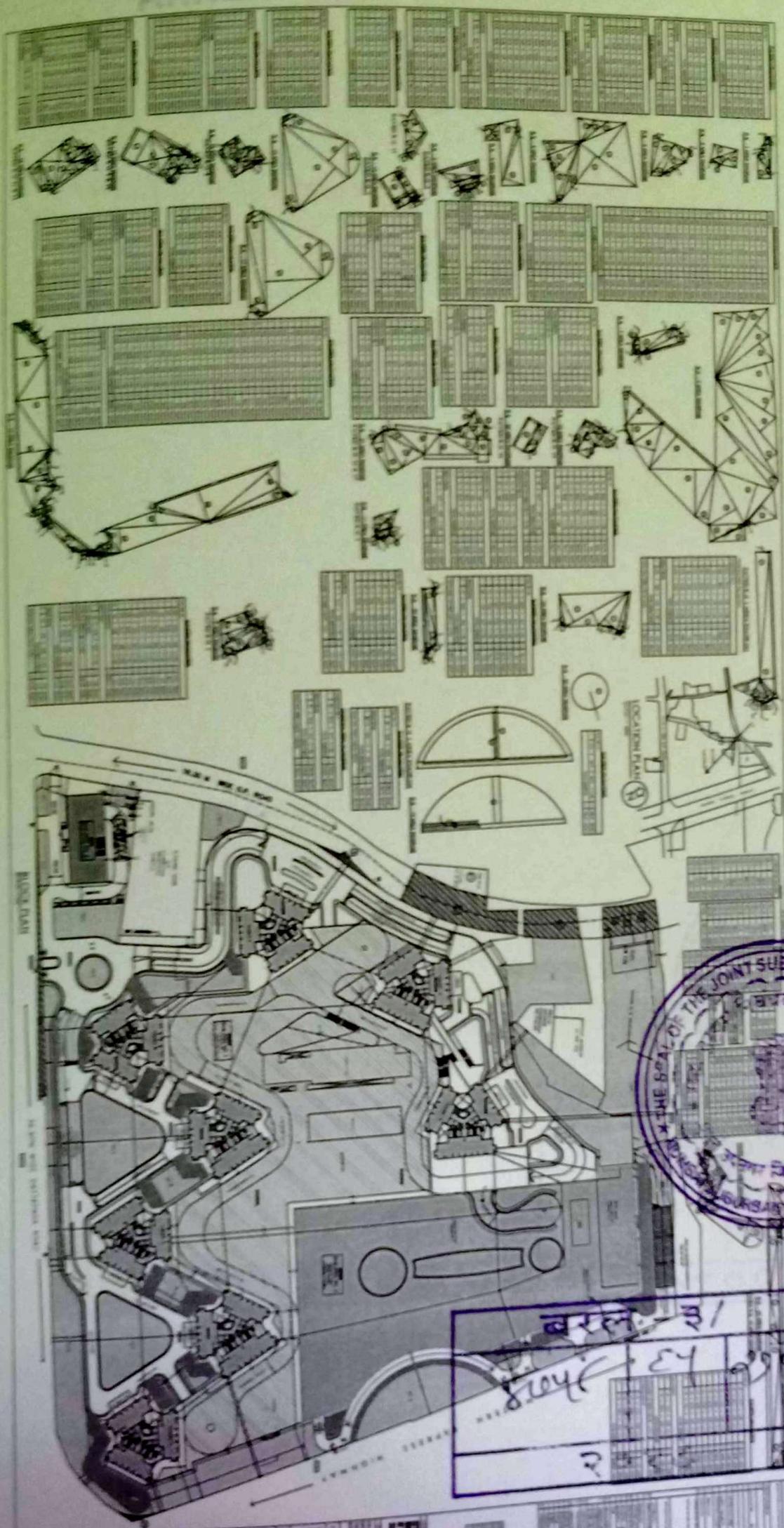
<p>Harsha kumar K Mudadi</p> <p>Digitally signed by Harshakumar K Mudadi Date: 2017.08.02 12:55:33 +05'30'</p>	<p>NAVNA TH S GHADG E</p> <p>Digitally signed by NAVNATH S GHADGE DN: c=IN, o=Municipal Corporation Of Greater Mumbai, ou=Building Proposal, postalCode=400101, st=Maharashtra, 2.5.4.20=73cab0b80130f96480eb39479046e7546100953f001751db221fa2307f0a, serialNumber=71caa24ab010937c80acdb15808cab3bc053c7086a485e276f3c58ad14392, cn=NAVNATH S GHADGE Date: 2017.08.02 17:09:30 +05'30'</p>	<p>BAPURAO RUNJAJI MORE</p> <p>Digitally signed by BAPURAO RUNJAJI MORE DN: c=IN, o=Municipal Corporation Of Greater Mumbai, ou=Executive Engineer, postalCode=400067, st=Maharashtra, 2.5.4.20=38097ab585a6df2572b5111efddd65de71f30d377dcae2f70b77d69390530d7, serialNumber=8927beef3a5a263f93ab8abc6abb2799c87df7915acf9e544161f5851eb00c78, cn=BAPURAO RUNJAJI MORE Date: 2017.08.02 19:40:27 +05'30'</p>
<p>S.E.(B.P.)'R/C'</p>	<p>A.E.(B.P.)'R/C'</p>	<p>Executive Engineer Building Proposal (W.S.)'R' Ward</p>



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*Smad...*



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*Sanjay* *Sanjay*

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*Sonawala S.J.*

*S.Somane*

*Sonawala S.J.*

**AGREEMENT FOR SALE OF PREMISES**

THIS AGREEMENT is made at Mumbai this 2nd day of May, 2018.



**BETWEEN**

**INCLINE REALTY PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Commerz, 3rd floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai – 400 063, hereinafter referred to as the "~~Premises~~" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

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**AND**

Mr. Prashant Sampat Sonawala, Mrs. Shobha Sampat Sonawane, Mr. Sampat J. Sonawane having their address at Flat no. 1204/ 1304, "A" Wing, Shree Sai Tower C.H.S. Ltd, Sodawala lane, Borivali West, Mumbai - 400092, hereinafter referred to as "**The Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns of the **OTHER PART**).

*PS nt*

*Sonawala S.J.*

*S.Somane*

*Sonawala S.J.*

**WHEREAS:**

A. The Promoter is the owner of and/or is seized and/or possessed of and/or is otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in the aggregate approximately 1,01,153.10 square meters which is more particularly described in the **First Schedule** hereunder written and is delineated by red colour boundary line on the plan annexed and marked as **Annexure "1"** hereto ("**the Larger Property**"). The details pertaining to the title of the Promoter to the Larger Property, the pertinent approvals and permissions issued in respect of the Larger Property, litigation proceedings in respect of the Larger Property, covenants (if any) affecting the Larger Property, impediments (if any) attached to the Larger Property, encroachments (if any) on the Larger Property, permissions to be obtained which affects the Promoter's title to the Larger Property, and mortgages/charges on the Larger Property (if any), are elucidated in the Title Certificate and Compendium to Title Certificate both dated 13<sup>th</sup> May, 2015 and Addendum to Title Certificate dated 19<sup>th</sup> January, 2017 issued by Wadia Ghandy & Co., Advocates & Solicitors, copies whereof are annexed and marked as **Annexure "3"** hereto ("**Title Certificate**").

B. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Property is as follows,-

(i) There are no tenants / occupants on the Larger Property and the Promoter is in exclusive possession thereof save and except as mentioned in paragraph N (4) of the Compendium to Title Certificate dated 13<sup>th</sup> May, 2015 and paragraph L (5) of the Addendum to Title Certificate dated 19<sup>th</sup> January, 2017;

(ii) There are no illegal encroachments on the Larger Property save and except as mentioned in paragraph N (4) of the Compendium to Title Certificate dated 13<sup>th</sup> May, 2015 and paragraph L (5) of the Addendum to Title Certificate dated 19<sup>th</sup> January, 2017; and

(iii) There is no mortgage or lien or charge on the Larger Property save and except on the units/premises referred in paragraph D to the Addendum to Title Certificate dated 19<sup>th</sup> January, 2017.

C. The detailed scheme of development attached at **Annexure "1"** discloses the sanctioned/proposed designated uses of the buildings/structures/towers/wings and the phase/s of development on the Larger Property and is based on the current Approved Layout for the Larger Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the plans as proposed in **Annexure "1"** or in such other manner as may be possible under the relevant DCR/applicable laws. The Promoter is entitled to develop the Larger Property by consuming maximum Floor Space Index ("**FSI**") as more particularly set out in this Agreement and by constructing buildings thereon, as mentioned in this Agreement.

D. The Promoter is undertaking the development of the Larger Property ("**the Whole Project**") in a phase-wise manner as mentioned at Recital E below.

E. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below-

(i) The Whole Project shall be developed in a phase-wise manner.



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(ii) The Promoter proposes to utilize a total FSI of 4.00 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas together aggregating up to 6,55,473 square meters plus the parking area/s and the amenities ("Full Development Potential") in the course of the phase wise development of the Whole Project.

(iii) The Promoter has disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings on the Larger Property *inter alia* specifying and identifying the Whole Project, the Real Estate Project (defined below), the Other Residential Component (defined below), the Non-Residential Component (defined below) and the Non-Residential Exclusive Amenities (defined below) and the phase/s in which the Promoter proposes to develop the Whole Project by utilizing the Full Development Potential ("Approved Layout With Phasing/User Superimposed" or "ALPS") and the layout whereof is annexed to this Agreement as Annexure "1". The Allottee/s has/have been informed and acknowledge/s that a PPL (defined below) may be constructed as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project and the same may be handed over to the MCGM (defined below) in accordance with the provisions of the DCR and applicable law.

(iv) The Allottee/s has/have also perused copies of the amended layout approval dated 17<sup>th</sup> July, 2017 bearing reference no. CHE/WSII/0606/R1/302 ("Approved Layout") issued by Municipal Corporation of Greater Mumbai ("MCGM"), which is annexed to this Agreement as Annexure "2".

(v) The ALPS annexed as Annexure "1" hereto discloses *inter-alia*:

(a) The Real Estate Project (defined below) along with the common areas, facilities and amenities;

(b) Apart from the Real Estate Project, the Promoter proposes to develop in one or more phases other residential buildings/structures/towers/wings along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property ("Other Residential Component") and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter may in its sole discretion deem fit and such areas as may be designated as such by the Promoter are hereinafter referred to as the "Other Residential Portion of the Larger Property".

(c) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities ("Other Residential Exclusive Amenities") and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.

Further the Promoter has developed and further proposes to develop in one or more phases non-residential buildings/structures/towers/wings along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property ("Non-Residential Component") and the portion of the Larger Property upon which the Non-Residential



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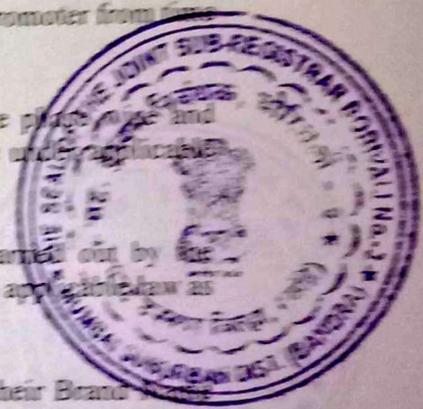
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Component developed and/or shall be developed in such manner as the Promoter may in its sole discretion deem fit and such areas as may be designated as such by the Promoter are hereinafter referred to as the "Non-Residential Portion of the Larger Property".

- (e) On the Larger Property including the Non-Residential Portion of the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which shall be for the exclusive use of such person(s) as the Promoter may in its sole discretion deem fit including the allottee/s/occupants of such non-residential buildings/structures/towers/wings and such common areas, facilities and amenities shall not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component ("Non-Residential Exclusive Amenities").
- (vi) The Promoter shall be entitled to designate any spaces/areas in the Other Residential Component and the Non-Residential Component of the Whole Project (including on the terrace and basement levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the Whole Project.
- (vii) The name of the Other Residential Component, the Non-Residential Component and any branding/designation of the entire development of the Larger Property / Whole Project shall be as decided by the Promoter from time to time.
- (viii) The nature of development of the Larger Property will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (ix) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Property shall be in accordance with applicable law as amended from time to time.
- (x) The Promoter shall be entitled to put hoarding/boards of their Brand (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall be entitled to place, select, decide hoarding/board sites.
- (xi) The Promoter shall be entitled to confer title of particular tower/wing to such Other Societies, as mentioned at Clause 10.2 below.
- (xii) The details of formation of the Apex Body (defined below), and, conferment of title upon the Apex Body with respect to a portion of the Larger Property and the Whole Project Included Amenities (defined below) and, retention of title by the Promoter with respect to the Non-Residential Component and the Non-Residential Portion of the Larger Property and the Non-Residential



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Exclusive Amenities, is more particularly mentioned at Clause 10 below.

- (xiii) The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Larger Property to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Larger Property to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Property left over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity including the PPL, set back land, reservations and also exclusive of the Non-Residential Component, the Non-Residential Portion of the Larger Property and the Non-Residential Exclusive Amenities would be available for transfer to the Apex Body as mentioned at Clause 10.3 below.
- (xiv) The Promoter would be entitled to aggregate any contiguous/adjoining land parcel with the development of the Larger Property, as provided under the First Proviso to Rule 4(4) of the RERA Rules (defined below).
- (xv) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property ("**Proposed Future and Further Development of the Larger Property**"), in full or in part, as may be required by the applicable law from time to time.

F. The development of the Whole Project known as '**Sky City**' *inter alia* consisting of Building No. 1 comprising of Towers A, B, C, D, E, F, G and H out of which Towers A, B, C and D of Building No.1 are presently being developed as a phase of the Whole Project and proposed as a "real estate project" by the Promoter and is registered as a 'real estate project' ("**the Real Estate Project**") with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration No. P51800003582 dated 5<sup>th</sup> August, 2017 and as revised on 7<sup>th</sup> December, 2017 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "8"** hereto.

The principal and material aspects of the Real Estate Project as being registered with the Authority, are briefly stated below,-

Towers A, B, C and D *inter alia* of Building No. 1 constitute the Real Estate Project in accordance with the provisions of RERA and the RERA Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in red colour wash on the plan annexed and marked as **Annexure "1"** hereto and more particularly described in the **Second Schedule** hereunder written.

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(ii) The construction and development of Building No.1 *inter alia* comprising of Towers A, B, C and D of the Real Estate Project are presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time, and presently, it is contemplated that Towers A, B, C and D of the Real Estate Project shall be constructed as more particularly described in the **Second Schedule** hereunder written.

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- (iii) The name of the Real Estate Project shall at all times be 'Sky City' (in common along with such other phases of the Whole Project as the Promoter may deem fit).
- (iv) The Real Estate Project is proposed to *inter alia* comprise of apartments, flat/s, premises;
- (v) The details of FSI as sanctioned till date for consumption in the construction and development of the Real Estate Project and the further FSI that the Promoter proposes to eventually consume and the aggregate FSI to be utilized in the construction and development of the Real Estate Project are more particularly set out in the **Second Schedule** hereunder written.
- (vi) The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats/premises in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats/premises and to the exclusion of other allottee/s in the Real Estate Project ("**Limited Areas and Facilities**"). The Allottee/s agree(s) to use only the Limited Areas and Facilities specifically identified for the Allottee/s in the said Premises and appurtenant to the said Premises and as more particularly described in the **Sixth Schedule** hereunder written. The Allottee/s agree(s) to not use the Limited Areas and Facilities identified for other allottee/s nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the Limited Areas and Facilities identified for other allottee/s and/or the usage thereof.
- (vii) The common areas, facilities and amenities in the said Tower (defined herein) in the Real Estate Project that may be usable by the Allottee/s and other allottee/s within the said Tower on a non-exclusive basis ("**Tower Amenities**") in the Real Estate Project are listed in the **Third Schedule** hereunder written.
- (viii) The common areas, facilities and amenities in the Whole Project including the Real Estate Project and the Proposed Future and Further Development of the Larger Property that may be usable by the Allottee/s and other allottee/s in the Whole Project on a non-exclusive basis ("**Whole Project, Included Amenities**") are listed in the **Fourth Schedule** hereunder written.
- (ix) The Limited Areas and Facilities, the Tower Amenities, the Whole Project Included Amenities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities shall hereinafter be collectively referred to as the "**Entire Amenities**".
- (x) The Promoter has commenced the process of obtaining the necessary approvals for construction and development of a multi-storey Public Parking Lot ("**PPL**") as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project in accordance with the provisions of Regulation 33(24) of the DCR and applicable laws, which PPL may be constructed up to approximately 1,96,410 square meters and may be spread over such basement and podium areas in the Whole Project (including the Real Estate Project) as the Promoter may decide at its sole discretion. The tower/s comprised in the Real Estate Project/Whole Project and the PPL may form a composite structure and will be developed by the Promoter as per the plans as



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may be sanctioned by the concerned authorities from time to time. Therefore, the PPL shall operate as an independent unit. The Allottee/s has/have been made fully aware of the PPL scheme by the Promoter and the same is understood and agreeable to the Allottee/s.

The PPL will eventually be handed over to the MCGM, and which will thereafter be operated and managed as the MCGM may decide. The Promoter shall be entitled to utilise and exploit the incentive/additional FSI sanctioned by the MCGM in lieu of development and delivery of the PPL in the manner the Promoter may in its sole discretion deem fit.

- (xi) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (xii) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels of the Real Estate Project and in the basement levels of the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever.
- (xiii) The details of formation of the Society (defined below) and, conferment of title upon the Society with respect to the said Tower and the Real Estate Project are more particularly specified in Clause 10.1 and Clause 10.2 below.

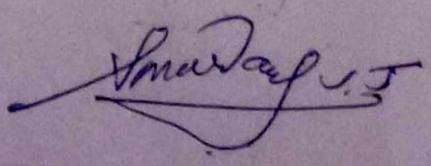
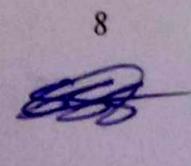
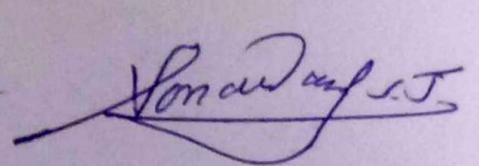
A copy of the Intimation of Disapproval ("IOD") No. CHE/WSII/0505/R1/337(NEW) dated 10<sup>th</sup> February, 2015 as amended on 07<sup>th</sup> November, 2015, 15<sup>th</sup> January, 2016 and 2<sup>nd</sup> August, 2017 and Commencement Certificate ("CC") issued by the MCGM on 29<sup>th</sup> December, 2015 as amended on 25<sup>th</sup> May, 2016 and 13<sup>th</sup> January, 2017 and subsequently amended on 20<sup>th</sup> April, 2017, 4<sup>th</sup> August, 2017 and 23<sup>rd</sup> November, 2017, are hereto annexed and marked as Annexure "4".



H. The Allottee/s is/are desirous of purchasing a residential premises more particularly described in the **Sixth Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the "said Premises") and in the tower more particularly mentioned in the **Sixth Schedule** hereunder written (hereinafter referred to as the "said Tower"). The said Tower is delineated by green colour boundary line on the plan annexed and marked as **Annexure "1"** hereto. The authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure "5"** hereto.

<b>बरल Tower</b>	
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I. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s	

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accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.

J. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.

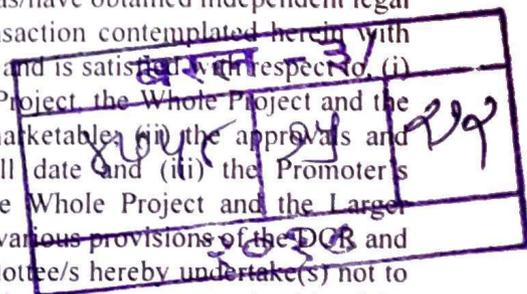
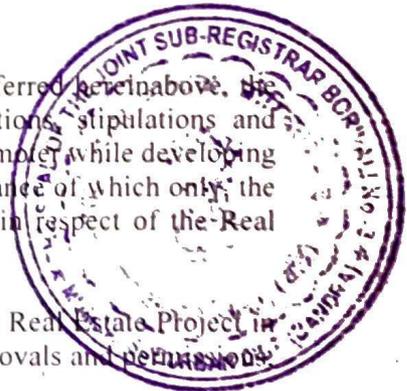
K. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:

- (i) All title documents by which the Promoter has acquired right, title and interest to develop the Larger Property;
- (ii) All the approvals and sanctions of all relevant authorities for the development of the Larger Property, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic NOC, Environmental Clearance NOC etc. and such other documents as required under Section 11 of RERA;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Certificate;
- (v) Authenticated copies of the Property Register Cards for CTS Nos. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane, Taluka Borivali, Mumbai Suburban District i.e. the Larger Property, which is annexed and marked as **Annexure "6"** hereto.

L. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

M. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions as referred hereinabove.

N. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, the Whole Project and the Larger Property, and such title being clear and marketable (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project, the Whole Project and the Larger Property and construct the Real Estate Project under various provisions of the DCR and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Larger Property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.



*Signature of Promoter*

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*Signature of Allottee/s*

*Signature of Promoter*

**28. GOVERNING LAW:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**29. RIGHT TO AMEND**

Any amendment to this Agreement may only be valid by a written agreement between the Parties.

**30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

*(Being description of the Larger Property)*

ALL THOSE pieces and parcels of land admeasuring approximately 1,01,153.10 square meters bearing CTS No. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:



- On or towards East : Western Express Highway;
- On or towards West : D.P. Road;
- On or towards North : CTS No. 148, 150 and 151 of Village Magathane;
- On or towards South : Dattapada Road / D.P. Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(Description of the Real Estate Project being constructed and developed on the Larger Property)*

Details of the land forming part of the Larger Property on which the Real Estate Project is being constructed and developed:

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ALL THOSE pieces and parcels of land admeasuring approximately 3,819 square meters bearing CTS No. 107/E (pt.) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : CTS No. 107/E (pt.) of Village Magathane;
- On or towards West : CTS No. 107/E (pt.) of Village Magathane;
- On or towards North : CTS No. 107/E (pt.) of Village Magathane;

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On or towards South : CTS No. 107/E (pt.) of Village Magathane.

**Real Estate Project Specifications:**

Sr. No.	Details	Tower A	Tower B	Tower C	Tower D
1.	Basements (including for PPL)	Up to 3 levels			
2.	Podiums (including for PPL)	Up to 8 levels			
3.	Upper Floors (including podium levels)	Up to 64 floors			
4.	Stilts	2 nos	2 nos	2 nos	2 nos

**Real Estate Project FSI details:**

Sr. No.	Details	Area in Square Meters
1.	FSI sanctioned till date for the Real Estate Project	1,52,528.42
2.	Additional FSI proposed to be consumed (not yet sanctioned) for the Real Estate Project	7,471.58
3.	Total FSI proposed to be consumed for the Real Estate Project	1,60,000.00

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Being description of the common areas, facilities and amenities in the said Tower that may be usable by the Allottee/s on a non-exclusive basis)*

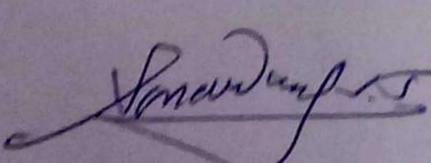
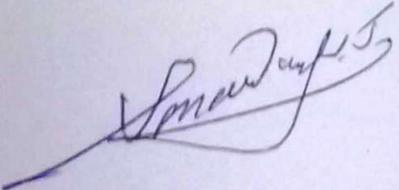


Tower Amenities	
	Entrance Lobby with High Ceiling
	Lift, Lobby and Landings
	Corridors
	Staircase and Staircase landing
	Servant's Toilet on Mid-Landings
6.	Refuge area
7.	Fire Check Floors
8.	High Speed Elevators

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s on a non-exclusive basis along with allottee/s/occupants in the Whole Project)*

Whole Project Included Amenities	
	Driveways and fire tender paths
2.	Landscaped Garden
3.	CCTV in select common areas

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4.	Children's play area
5.	Jogging Track
6.	Squash court
7.	Skating Rink
8.	Swimming Pool
9.	Kids Pool
10.	Gymnasium
11.	Steam Room
12.	Yoga/Meditation Room
13.	Multi purpose hall
14.	Indoor Games Area
15.	Aqua Gym
16.	Billiards/Pool
17.	Cricket Net
18.	Tennis Court
19.	Badminton Court
20.	Rock Climbing
21.	Back up generator for emergency power

Space will be provided for the following common areas, facilities and amenities. These will be run by third party on chargeable basis:

22.	Launderette
23.	Convenience Store
24.	Day Care Center
25.	Doctor's Room/First Aid
26.	Salon
27.	Café



**THE FIFTH SCHEDULE ABOVE REFERRED TO**

*(Being description of the internal fitting and fixtures in the said Premises)*

Sr No	Details of Internal Fittings and Fixtures
1.	Imported marble flooring
2.	Ceramic tiles/Vitrified tiles for Bathroom Flooring and Dado Kajaria or RAK or Johnson or Nitco or equivalent.
3.	Wash basin counter
4.	Powder coated Aluminium windows
5.	Concealed Plumbing
6.	Branded C.P fittings - Kohler or Grohe or Jaquar or equivalent
7.	Branded Electrical switches - MK or Legrand or Schneider or Roma or equivalent
8.	Laminated flush doors

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**THE SIXTH SCHEDULE ABOVE REFERRED TO**

*(Meaning of certain terms and expressions)*

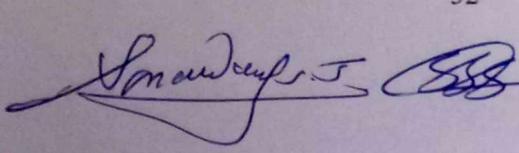
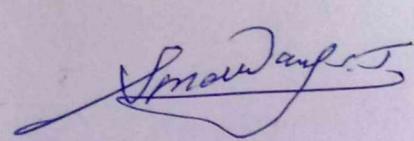
Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. <b>2203</b> on the <u>22nd</u> floor of the Real Estate Project.
2.	Said Tower	<b>Tower B</b>
3.	Carpet area of the said Premises as per RERA	Admeasuring about 23.45 square metres (approximately 252 square feet)
4.	Sale Price	Rs.62,39,467.00/- (Rupees Sixty Two Lakh Thirty Nine Thousand Four Hundred Sixty Seven Only)
	(i) Sale Price towards the carpet area of the said Premises	Rs.62,39,467.00/- (Rupees Sixty Two Lakh Thirty Nine Thousand Four Hundred Sixty Seven Only)
	(ii) Proportionate Sale Price towards the Limited Areas and Facilities	NIL
5.	Part Payment towards the Sale Price paid prior hereto	Rs.6,23,947/- (Rupees Six Lakh Twenty Three Thousand Nine Hundred Forty Seven Only)
6.	Bank Account of the Promoter	Incline Realty Private Limited- A/c Sky City
7.	Car parking space/s	Permission to park in <u>1</u> (One) Carparking Space/s (Configuration - Single)
8.	Booking Date	13 <sup>th</sup> February 2018 ✓
9.	Completion Date	31 <sup>st</sup> December 2022
10.	Early Date	31 <sup>st</sup> December 2021
11.	Limited Areas and Facilities	NA
12.	Optional fittings/furniture/fixtures/equipment/ (at such price to be determined between the Allottee/s and the Promoter	(1) Split ACs/RV (2) Wardrobe
13.	Said Nominee	Name: N.A. Relationship with Allottee/s: N.A. Address of Nominee: N.A.
14.	Contact Details	Promoter's email address: customer.service@oberoi realty.com Promoter's phone number: 022 66773333 Promoter's fax number: 022 66773334 Purchaser (s)'s email address: prashant.sonawala@hotmail.com Purchaser (s)'s phone number: +33651573888 Purchaser (s)'s fax number:
15.	PAN	Promoter's PAN : AADC15238A Allottee/s PAN : BOUPS1042D / AGLPS8692P / AKIPS7637P



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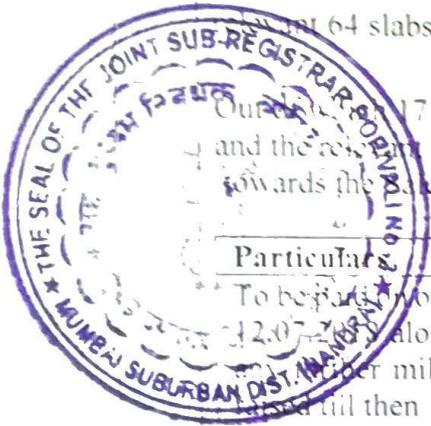
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**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
(Schedule of Payment of the Sale consideration as payable by the Allottee/s)

Sr. No.	Milestone	Percentage	Amount				
1.	At the time of Booking (being 50% of the Earnest Money)	10%	Rs. 6,23,947.00/- (Rupees Six Lakh Twenty Three Thousand Nine Hundred Forty Seven Only)				
2.	To be paid on or before 13.04.2018 upon Execution and Registration of the Agreement for Sale (Balance 50% of the Earnest Money)	10%	Rs. 6,23,947.00/- (Rupees Six Lakh Twenty Three Thousand Nine Hundred Forty Seven Only)				
3.	To be paid on or before 12.06.2018	10%	Rs. 6,23,947.00/- (Rupees Six Lakh Twenty Three Thousand Nine Hundred Forty Seven Only)				
4.	To be paid on or before 12.07.2018	15%	Rs. 9,35,920.00/- (Rupees Nine Lakh Thirty Five Thousand Nine Hundred Twenty Only)				
5.	Proportionate 64 installments on casting of the concrete for 64 slabs Our 17 relevant slabs have been casted and the relevant amount of Rs. 4,13,677/- towards the Sale Price is payable as below	25%	Rs. 15,59,867.00/- (Rupees Fifteen Lakh Fifty Nine Thousand Eight Hundred Sixty Seven Only)				
<table border="1"> <thead> <tr> <th>Particulars</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>To be paid on or before 12.07.2018 along with other milestones till then</td> <td>Rs.4,13,677/-</td> </tr> </tbody> </table>		Particulars	Amount	To be paid on or before 12.07.2018 along with other milestones till then	Rs.4,13,677/-		
Particulars	Amount						
To be paid on or before 12.07.2018 along with other milestones till then	Rs.4,13,677/-						
6.	Completion of the walls, internal plaster, floorings, doors and windows of the said Premises	5%	Rs.3,11,973.00/- (Rupees Three Lakh Eleven Thousand Nine Hundred Seventy Three Only)				
7.	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	Rs.3,11,973.00/- (Rupees Three Lakh Eleven Thousand Nine Hundred Seventy Three Only)				



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PS *[Signature]*

*[Signature]*

*[Signature]*

8.	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the said Tower	5%	Rs.3,11,973.00/- ✓ (Rupees Three Lakh Eleven Thousand Nine Hundred Seventy Three Only)
9.	Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain of the said Tower	10%	Rs.6,23,947.00/~ (Rupees Six Lakh Twenty Three Thousand Nine Hundred Forty Seven Only)
10.	At the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Tower.	Balance amount	Rs.3,11,973.00/- ✓ (Rupees Three Lakh Eleven Thousand Nine Hundred Seventy Three Only)

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**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

(being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr. No.	Particulars	Amount (Rs.)
1.	Charges towards formation and registration of the Society and Apex Body, along with applicable taxes	Rs.5,000.00/✓
2.	Deposit towards water, electricity, and other utility and services connection charges	To be paid to the utility supplier at actuals
3.	One-time non-refundable membership fee with respect to the club house forming part of the Whole Project (taxes to be paid separately by me/us at applicable rates)	Rs.1,00,000.00/✓
4.	All legal costs, charges and expenses (taxes to be paid separately by me/us at applicable rates)	Rs.5,000.00/✓
5.	Development charges (taxes to be paid separately by me/us at applicable rates)	Rs.29,640.00/-



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**THE NINTH SCHEDULE ABOVE REFERRED TO**  
*(being the amounts to be paid by the Allottee/s in accordance with this Agreement)*

Sr. No.	Particulars	Amount (Rs.)
1.	Share application money of the Society	Rs.600,000 -
2.	Corpus fund contribution	Rs.24,75,000 -
3.	Proportionate share of taxes and other charges levies in respect of the Society and Apex Body (taxes to be paid separately by me/us at applicable rates)	Rs.59,280 00 -
4.	Deposit towards provisional monthly contribution towards outgoings of the Society and Apex Body (taxes to be paid separately by me/us at applicable rates)	

**SIGNED AND DELIVERED** by the withinnamed "Promoter"  
**Incline Realty Private Limited** through its Authorised Signatory/s

- Tejya Sharma
- Nilesh H. Tank

pursuant to a Board of Resolution dated **28<sup>th</sup> July 2017**  
 in the presence of...

- Jessie Pandey
- Narendra

**SIGNED AND DELIVERED** by the withinnamed "Allottee/s"

- 1) Mr. Prashant Sampat Sonawala
- 2) Mrs. Shobha Sampat Sonawane
- 3) Mr. Sampat J. Sonawane

signed through Mr Prashant Sonawala POA Mr Sampat Sonawane.

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in the presence of		
1. J. G. S. Pandey	Pandey	<u>[Signature]</u>
2. 804C	EQ	202
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Witness

17 Mr. Rakesh Vitthal Jadhav  
[Signature]

27 Mr. Nitin Mhaske  
[Signature]

55

[Signature]

Handwritten signatures and purple ink fingerprints of the promoter and allottees. Includes three small portrait photographs of the individuals.



2016



**INCLINE REALTY PRIVATE LIMITED**

Commerz. 3rd Floor, International Business Park,  
Oberoi Garden City, Off Western Express Highway,  
Goregaon (East), Mumbai - 400 063  
Tel. +91 22 66773333 Fax +91 22 66773334  
CIN : U45400MH2014PTC255010

11 May 2018

Ref No.: OSC-NOC-0271

Punjab National Bank  
Branch Office SEEPZ,  
Andheri (East),  
Mumbai - 400096

Dear Sir/Madam,

*Sub: Premises admeasuring 23.45 square metres (carpet area) approximately equivalent to 252 square feet (carpet area) bearing no 2203 on 22nd floor, in Tower B of building known as "SKY CITY", proposed to be constructed on a portion admeasuring 916.00 square metres or thereabouts land bearing New C.T.S. No.107/E and C.T.S. Nos. 141, 142, 155 and 155/1 to 12 of Village Magathane, Taluka Borivali in the District of Mumbai Suburban and within the limits of Greater Mumbai (the "Larger Property").*

1. By and under an Agreement for Sale dated 02 May 2018 ("the said Agreement") executed by and between us and Mr. Prashant Sampat Sonawala, Mrs. Shobha Sampat Sonawane, Mr. Sampat J. Sonawane ("the Purchaser/s"), we have agreed to sell Flat No. 2203 on the 22nd Floor in Tower B of SKY CITY ("the said Premises") to the Purchaser/s on a mutually agreed price of **Rs.62,39,467.00/-** (Rupees Sixty Two Lakh Thirty Nine Thousand Four Hundred Sixty Seven Only) ("Sale Price"), in the manner and on the terms and conditions as more particularly set out in the said Agreement.
2. On or before the execution of this Letter, the Purchaser/s has paid an amount of Rs. 6,23,947.00/- (Rupees Six Lakh Twenty Three Thousand Nine Hundred Forty Seven Only) (which includes an amount of Rs.6,989.00/- (Rupees Six Thousand Nine Hundred Eighty Nine Only) deducted towards TDS) out of the Sale Price and the balance amount of **Rs. 56,15,520.00/-** (Rupees Fifty Six Lakh Fifteen Thousand Five Hundred Twenty Only) is payable by the Purchaser/s in instalments in the manner and as set out in the said Agreement (balance Sale Price). In addition to the Sale Price the Purchaser/s is / are also required to make payment of various other amounts to us, as set out in the said Agreement (Other amounts).
3. We confirm that we have obtained necessary permissions/ approvals/sanctions for Tower B SKY CITY from all the concerned competent authorities and the construction of the said building as well as of the flats therein are in accordance with



**INCLINE REALTY PRIVATE LIMITED**

the approved plans. We have a clear, legal and marketable title to the said Premises and every part thereof.

4. Occupation of the said Premises shall be given to the Purchaser/s in accordance with the terms of the said Agreement including upon receipt of entire Sale Price of the said Premises, as setout in the said Agreement and other additional payments.
5. We have no objection to your bank giving loan to the Purchaser/s and his/her/their/its mortgaging the said Premises to your bank by way of security for repayment of such loan subject to (i) our receiving the Balance Sale Price and the Other Amounts due under the said Agreement and (ii) performance and observance of all the terms and conditions of the said Agreement. The said no objection is also subject to the condition that you shall pay the sanctioned loan amount, payable towards the Sale Price, directly in our bank account, as setout in the said Agreement. Upon your giving loan to the Purchaser/s and on your intimation to us we shall note your Bank's lien in our books and we will not entertain any other lien in future in respect of the captioned flat without obtaining prior written permission from your Bank.
6. Upon the formation of the organization of the purchaser of the Premises in the building known as SKY CITY, in accordance with the said Agreement, we shall inform such organization about the loan taken by the Purchaser/s from your bank and the mortgage created on the said Premises in your favour, unless the loan is duly repaid and the mortgage is redeemed.
7. We further agree that in case the said Agreement is terminated or otherwise the transaction is cancelled on account of non payment of own contribution or for any reason whatsoever, then your bank shall have priority over the sum or sums of money advanced to the Purchaser/s and paid to us, and we hereby undertake to forthwith refund to you without demur, such sum/sums of money paid to us.

Yours faithfully,

**For Incline Realty Private Limited**

**Authorised Signatory/s**