

26/07/2019

सूची क्र. 2

दुय्यम निबंधक : द.नि.मुंबई शहर 1

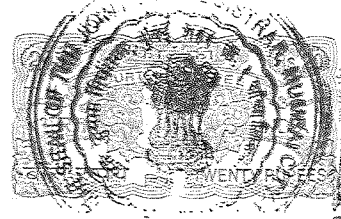
दस्त क्रमांक : 4859/2019

नोंदणी :

Regn:63m

गावाचे नाव : लोअर परेल

(1) विलेखाचा प्रकार	कारभारमात्र
(2) मोबदला	93988310
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	95964212
(4) भू-मापन, पोटरी व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: प्लॉट नं. 2902, माळा नं: 29 वा मजला, इमारतीचे नाव: इंडियाबुल्स स्काय, ब्लॉक नं: सेनापती बापट मार्ग, रोड नं: एल्फिन्स्टन रोड मुंबई - 400013, इतर माहिती: सोबत 4 कवर्ड कारपार्किंग स्पेस. ((C.T.S Number : 882 ;))
(5) क्षेत्रफळ	1) 2270.99 चौ.फूट
(6) आकारणी किंवा असेल तसेच.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुम किंवा आदेश असल्यास, प्रसिद्धादिये नाव व पत्ता.	1): नाव: इंडियाबुल्स प्रॉपर्टीज प्रायवेट लिमिटेड तर्फे ऑथोराईज सिग्रेटरी सुशील पटनी वय:-49; पत्ता:-प्लॉट नं: एम 62/63, माळा नं: 1 ला मजला, इमारतीचे नाव: कॅन्टॉन पॅल्स, ब्लॉक नं: न्यू दिल्ली, रोड नं: -, दिल्ली, CENTRAL DELHI. पिन कोड:-110001 पॅन नं:-AABC13417R
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुम किंवा आदेश असल्यास, प्रसिद्धादिये नाव व पत्ता.	1): नाव:-कार्तिक हितेंद्र शाह वय:-30; पत्ता:-, -, 5 ए, दादी मॅशन, मेट्रो सिनेमाच्या मागे, धोबी तलाव, मुंबई, -, मरीन लाइन्स, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400020 पॅन नं:-BKPEPS0252B 2): नाव:-शिंदी केशवजी शाह वय:-55; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 5 ए, दादी मॅशन, मेट्रो सिनेमाच्या मागे, धोबी तलाव, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400020 पॅन नं:-AADPS8623G
(9) दस्तऐवज करून देणा-या दिनांक	26/07/2019
(10) दस्त नोंदणी देणा-या दिनांक	26/07/2019
(11) अनुक्रमांक, खंड क्रमांक	4859/2019
(12) बाजारभावप्रमाणित करणेचे क्रमांक	5761000
(13) बाजारभावप्रमाणित करणेचे शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विद्यमान असलेल्या तपशील:-

मुद्रांक शुल्क कायदा, 1988 च्या अन्वये (1) Within the limits of any Municipal Corporation or any Cantonment area annexed to it.

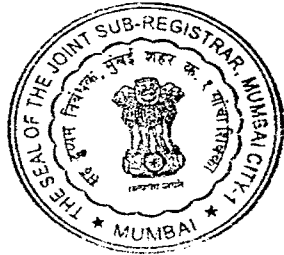
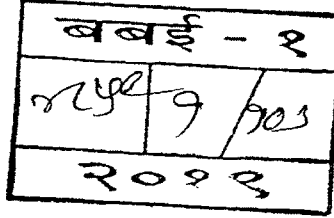


संगणक खरी प्रत.

मूल्यांकन पत्रक (राहरी क्षेत्र - बांधाव)						
Valuation ID	201907261596	26 July 2019, 12:35:20 PM				
मूल्यांकनाचे वर्ष	2019					
जिल्हा	मुंबई(मेन)					
मुल्य विभाग	12-लौअर परेल डिव्हीजन					
उप मुल्य विभाग	12/891भाग: उत्तरेस मुल्यदर विभाग क. 12/89A ची दक्षिण इद दक्षिणेस पांडुरंग बुधकर मार्ग वरुन एन.एम.जोशी मार्गावरुन बालशेट माडुरकर मार्ग,उत्तरपुर्वेस जगन्नाथ भाटणकर मार्ग, पश्चिमेस सदानंद तांडेल मार्ग.					
सर्वे नंबर/न. भू. क्रमांक :	सि.टी.एस. नंबर#882					
वार्षिक मुल्य दर तक्त्यानुसार मुल्यदर रु.						
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक	
157400	312300	378300	441900	312300	चौरस मीटर	
बांधाव क्षेत्राची माहिती						
बांधकाम क्षेत्र(Built Up)-	253.26चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीत	
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	मुल्यदर/बांधकामाचा दर -	Rs.312300/-	
उद्दवाहन सुविधा-	आहे	गजला -	21st floor To 30th floor			
Sale Type - First Sale						
Sale/Resale of built up Property constructed after circular dt.02/01/2018						
भजला! निहाय घट/वाढ = 115% apply to rate= Rs.359145/-						
घसा-धानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = ((वार्षिक मुल्यदर - खुल्या जमिनीचा दर) * घसा-धानुसार टक्केवारी) + खुल्या जमिनीचा दर)						
= (((359145-157400) * (100 / 100)) + 157400)						
= Rs.359145/-						
A) मुख्य मिळकतीचे मुल्य	= वरील प्रमाणे मुल्य दर * मिळकतीचे क्षेत्र					
	= 359145 * 253.26					
	= Rs.90957062.7/-					
E) बंदिस्त वाहन तळाचे क्षेत्र	55.76चौरस मीटर					
बंदिस्त वाहन तळाचे मुल्य	= 55.76 * (359145 * 25/100)					
	= Rs.5006481.3/-					
एकत्रित अंतिम मुल्य	= मुख्य मिळकतीचे मुल्य - तळपराचे मुल्य + रेव्हिन्यूद्वारे गजला क्षेत्र रूढ्य + लगतच्या गल्लीचे मुल्य - वरील गल्लीचे मुल्य + बंदिस्त वाहन तळाचे मुल्य - खुल्या जमिनीवरील वाहन तळाचे मुल्य - इमारती भोवतीच्या खुल्या जागेचे मुल्य - बंदिस्त बाळकनी					
	= A + B + C + D + E + F + G + H + I					
	= 90957062.7 + 0 + 0 + 0 + 5006481.3 + 0 + 0 + 0 + 0					
	=Rs.95963544/-					

Home

Print



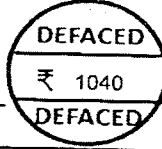


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2607201905579 Receipt Date 26/07/2019

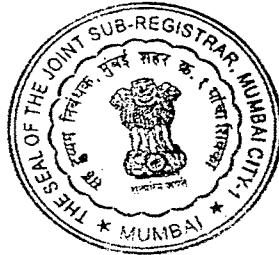
Received from KARTIK HITENDRA SHAH, Mobile number 9967834706, an amount of Rs.1040/-, towards Document Handling Charges for the Document to be registered on Document No. 4859 dated 26/07/2019 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.



Payment Details

Bank Name SBIN	Payment Date 26/07/2019
Bank CIN 10004152019072604738	REF No. CHB4286592
Deface No 2607201905579D	Deface Date 26/07/2019

This is computer generated receipt, hence no signature is required.



बवई - १
2022
2/93

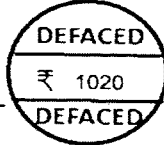


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2607201906170	Receipt Date	26/07/2019
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Received from KARTIK HITENDRA SHAH , Mobile number 9967834706, an amount of Rs.1020/-, towards Document Handling Charges for the Document to be registered on Document No. 4859 dated 26/07/2019 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.



Payment Details

Bank Name	SBIN	Payment Date	26/07/2019
Bank CIN	10004152019072605259	REF No.	CHB4289391
Deface No	2607201906170D	Deface Date	26/07/2019

This is computer generated receipt, hence no signature is required.



बवई - २
 2019/3/10
 2022

Data of ESBTR for GRN MH004472915201920S

Bank - IDBI BANK

Bank/Branch : IBKL - 6910635/Prabhadevi
Pmt Txn id : 224835332
Pmt DtTime : 25/07/2019 19:43:27
ChallanIdNo : 69103332019072551049
District : 7101 / MUMBAI
Office Name : IGR182 / BOM1_MUMBAI CITY 1 SUB REGISTRAR
Stationary No : 16257569512750
Print DtTime : 26/07/2019 10:14:24
GRAS GRN : MH004472915201920S
GRN Date : 25/07/2019 19:43:28

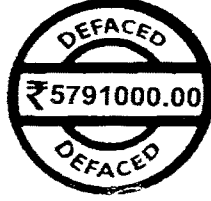
StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 57,61,000.00/- (Rs Fifty Seven Lakh Sixty One Thousand Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification not to be printed and used

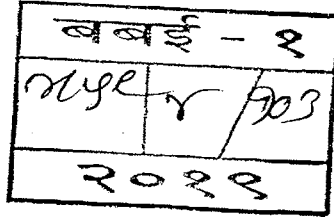
Article : B25
Prop Mvblty : Immovable
Prop Descr : FLAT NO 290229TH FLOOR/INDIABULLS SKYSENAPATI BAPAT , MARG ELPHINSTONEROAD WESTMUMBAI
Maharashtra
400013
Consideration : 9,39,88,310.00/-
Duty Payer : PAN-AADPS8623G HITENDRA KESHAVJI SHAH
Other Party : PAN-AABCI3417R INDIABULLS PROPERTIES PRIVATE LIMITED

Bank Scroll No : 100
Bank Scroll Date : 26/07/2019
RBI Credit Date : --
Mobile Number : 919821162455

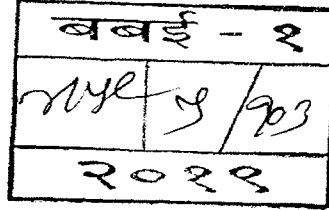
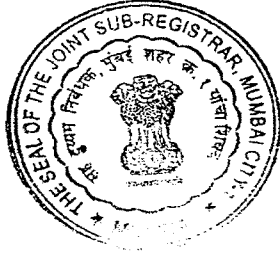


Challan Defaced Details

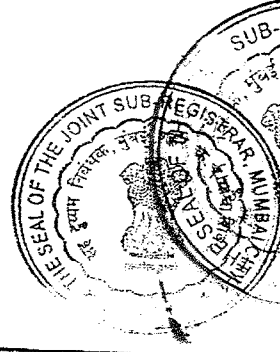
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-318-4859	0002356938201920	26/07/2019-16:51:40	IGR182	30000.00
2	(IS)-318-4859	0002356938201920	26/07/2019-16:51:40	IGR182	5761000.00
Total Defacement Amount					57,91,000.00



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2607201906170	Date 26/07/2019
Received from KARTIK HITENDRA SHAH , Mobile number 9967834706, an amount of Rs.1020/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.	
Payment Details	
Bank Name SBIN	Date 26/07/2019
Bank CIN 10004152019072605259	REF No. CHB4289391
This is computer generated receipt, hence no signature is required.	



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2607201905579	Date 26/07/2019
Received from KARTIK HITENDRA SHAH, Mobile number 9967834706, an amount of Rs.1040/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.	
Payment Details	
Bank Name SBIN	Date 26/07/2019
Bank CIN 10004152019072604738	REF No. CHB4286592
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बवडू - १
<i>[Handwritten Signature]</i>
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16257569512750

Bank/Branch: IBKL - 6910635/Prabhadevi
Pmt Txn id : 224835332
Pmt DtTime : 25-JUL-2019@19:43:27
ChallnIdNo: 69106352019072551049
District : 7101-MUMBAI

Stationery No: 16257569512750
Print DtTime : 26-JUL-2019 10:14:24
GRAS GRN : MFC04472PAS2019208
Office Name : IGR182-BIH MUMBAI CITY
GRN Date : 25-Jul-2019@19:43:28

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 57,51,000/- (Rs Five Seven, Six One, Zero Zero Zero only)

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

REGISTRAR MUMBAI CITY
Article : B25-Agreement to sell/Transfer/Assignment
Prop Nvblty: Immovable
Descr : FLAT NO 2902, 29TH FLOOR, INDIABULLS SKY, SENAPATI BAPAT MARG ELPHINST
ROAD WEST, MUMBAI, Maharashtra, 400013
Payer: PAN-AADPS8623G, HETENDRA KESHAVJI SHAH
Party: PAN-AA4CI3417R, INDIABULLS PROPERTIES PRIVATE LIMITED

Official1 Name & Signature
[Signature]



[Signature]



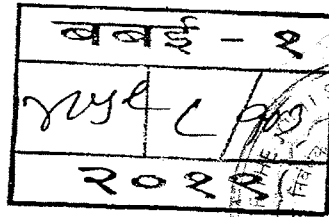
Bank official2 Name & Signature
Space for customer/office use

Please write below this line

Vsnah
H. S. Sab.
father

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2019/07/25
2022





AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai this 26 day of JULY, 2019

BETWEEN

INDIABULLS PROPERTIES PRIVATE LIMITED, a company incorporated and registered under the Companies Act 1956 having its registered office at M-62&63, 1st Floor, Connaught Place, New Delhi-110 001, India, hereinafter referred as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and permitted assigns) of the One Part

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PURCHASER/S

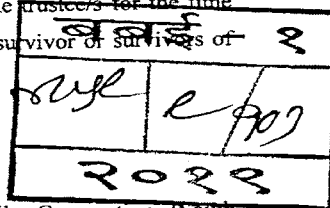
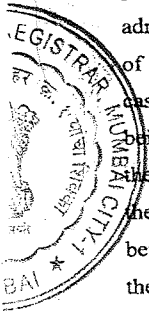
AND

Mr. Kartik Hitendra Shah having address at 5A, Dadi Mansion
Behind Metro Cinema, Cinema Lane, Dhobi Talao, Mumbai,
Maharashtra- 400020

Mr. Hitendra Keshavji Shah having address at 5A, Dadi Mansion
Behind Metro Cinema, Cinema Lane, Dhobi Talao, Mumbai,
Maharashtra- 400020



hereinafter referred to as the "Purchaser" (which expression shall include in case of an individual/s his/her/their heirs, executors, administrators and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last surviving Partner and permitted assigns / in case of a body corporate / company, its successors and permitted assigns / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor/s of them and permitted assigns) of the Other Part



WHEREAS

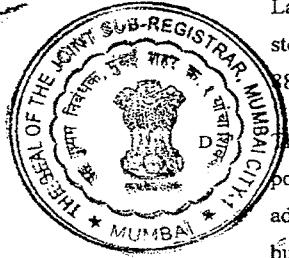
- A Prior to July 2005, the National Textile Corporation (South Maharashtra) Limited (Unit: Jupiter Textiles Mills) (hereinafter referred as "the Corporation") was seized and possessed of and/or otherwise well and sufficiently entitled to the pieces and parcels of land bearing Cadastral Survey no 882 admeasuring 9719.97 square meters or thereabouts of Lower Parel Division in G – South Ward situate at Balasheth Murudkar Marg, Elphinstone Road, Mumbai – 400 013, along with the Building and the structures standing thereon.
- B Out of the aforesaid area of 9719.97, the part of the land was under the development and the remaining portion of the land was in

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[Signature]
PURCHASER/S

possession of the said Corporation. By Indenture of Sale Deed dated 15th July 2005 made between the said Corporation (therein referred as "the Vendor") of the one part and the Promoter (therein referred as "the Purchaser") of the other part, the said Corporation sold, conveyed and assigned the said remaining portion of the Land tentatively admeasuring 5888.14 square meter, along with the Building and structure standing thereon, by way of absolute sale unto the Promoter. The Indenture of Sale was duly registered with the Sub-Registrar of Assurances at Mumbai bearing Serial no BBE/2/6776/2005 of Book no I on 18th July 2005.

In order to ascertain the exact area of the plot conveyed to the Promoter, DILR measurement was carried out on 28th August, 2008 by which the area of the plot was confirmed as 4981.33 square meters after deducting an area reserved for Municipal Chowky VLT, Internal Road etc. Therefore, the area of the said Land available for development with the Promoter accordingly stood reduced to 4981.33 square meters in Cadastral Survey no. 82 ("said Property").



The Promoter is thus the absolute owner of and is seized and possessed of and well and sufficiently entitled to the said Property admeasuring 4981.33 square metres or thereabouts along with the buildings and structures standing thereon (since demolished). The

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Name of the Promoter is entered into the Property Card, a copy whereof is annexed hereto and marked as Annexure A.

Further, the National Textile Corporation Limited (Western Region), Mumbai (hereinafter referred to as "NTC") had invited tenders for purchase of RG FSI/TDR in lieu of surrender of land by them to MCGM and Indiabulls Properties Private Limited, the Promoter herein, was declared as the highest bidder for purchase of the RG FSI of 1,25,000 sq. ft. for a total consideration of Rs. 140,00,00,000/- (Rupees One Hundred Forty Crores Only) vide Letter of Acceptance No. NTC (WR)/FSI/2011/2 dated 1st April, 2011. The said total consideration of Rs. 140,00,00,000/- (Rupees One Hundred Forty Crores only) has been paid and the Parties have entered into Agreement for Sale and Transfer of RG FSI/TDR

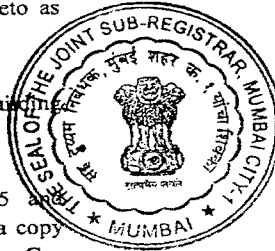


[Handwritten Signature]
PURCHASER/S

dated 12th March, 2012. The Promoter has, therefore, become entitled to the additional FSI from NTC.

F The Promoter has demolished the existing old structure standing on the said Land/Property and has developed the said Property by constructing thereon a residential Building known as "Indiabulls Sky", comprising of 48 Floors which is inclusive of 0 Ground Level, 2 levels basement, 11 levels of podium and 37 upper Floors (hereinafter referred as the said "Building"). The said Property is more particularly described in the First Schedule hereunder written and is delineated in Blue colour on the plan annexed hereto as **Annexure B**.

G The Promoter had submitted to the MCGM, plans for the Building and the Promoter has received the following:



- (i) Intimation of Disapproval ("IOD") dated 27/12/2005 and IOD bearing no EB/1341/GS/A dated 16/10/2012, a copy of which are annexed hereto and marked as **Annexure C**
- (ii) Commencement Certificate ("CC") bearing no EEBPC/1341/GS/A and dated 1/9/2006 from the MCGM as amended from time to time, the last amendment being on 17.05.2013, a copy of which is annexed hereto and marked as **Annexure D**

एच.ए. - २
सुपर ११/१०३
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The Promoter had appointed an Architect who is duly registered with the Council of Architects, as the Architect in connection with the construction of the Building (hereinafter referred as the "Architect"). The Promoter had also appointed J+W Consultants, as Structural Engineers for providing the structural designs and drawings of the Building. The Purchaser has agreed and accepted the appointment and the work of the Architect and the Structural Engineers and/or any other architect or structural engineer, who was appointed by the Promoter till the completion of the construction of the said Building and the development on the said Property.



I The Promoter has provided the inspection of the certificate of title issued by Vidhii Partners, Advocates dated 25th June, 2015 certifying title of the Promoter to the said Land along with the

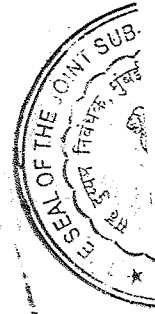
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revenue records. A copy of the Certificate of Title is attached hereto and marked as **Annexure E**.

J Pursuant to the IOD and CC granted by the concerned Authority, the Promoter has developed the said Property and have duly completed the construction of the said Building and the said Building is fit for occupation. The Promoter had applied for the Occupation Certificate to the concerned Authority and by letter dated 14-March-2016, the said MCGM granted the Occupation Certificate of the said Building. A copy of the said Occupation Certificate is annexed hereto and marked as **Annexure D1**

K The Purchaser has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Land/Property, the IOD, the C.C. and the Occupation Certificate with respect to the said Building, the sanctioned plans and the plans, designs and specifications of the said Apartment prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred as "MOWFA") and the Rules made thereunder and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same.



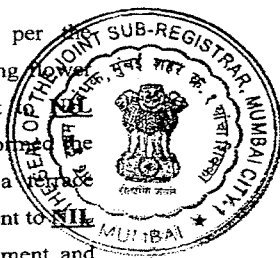
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Accordingly, the Purchaser has offered to purchase the apartment bearing no. 2902 admeasuring 200.48 square metres of carpet area (in bare shell condition, prior to application of any finishes/finishing materials) equivalent to 2158 square feet ("carpet area") of thereabouts i.e. net usable floor area within the apartment which is inclusive of areas of the balcony excluding the areas of walls, area of internal staircase, internal lift lobby if any permitted to be constructed on payment of premium on 29th floor of the Building (hereinafter referred as the "said Apartment") and has requested the Promoter for allotment of the same. The said Apartment is more particularly described in the Second Schedule hereunder written. A typical lay out plan of the said Apartment (as sanctioned by the MCGM) is annexed hereto as **Annexure F**.


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As per the the Real Estate(Regulation and Development) Act, 2016 and the Rules thereunder("RERA"), the carpet area of the said Apartment shall be 210.98 square meters (equivalent to 2270.99 square feet). Apart from Carpet Area as per the said RERA, the Purchaser will have exclusive right to use Nil square meters (equivalent to Nil square feet) within the Apartment which includes balcony, internal lift lobby ,niche, internal staircase and flower bed if any .

M The Promoter has informed the Purchaser that as per the sanctioned plan certain areas of the said Apartment being beds which admeasure NIL square meters equivalent square feet is free of FSI. The Promoter has further informed the Purchaser that as per the sanctioned plan there is a admeasuring NIL square meters of built up area equivalent to NIL square feet of built up area adjoining the said Apartment and having an access from common areas which shall not be misused or enclosed at anytime (hereinafter refer to as the said "pocket terrace").



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N For an effective and complete use of the said Apartment, the Promoter has agreed to permit the Purchaser for use of 4(Four) **Covered** no. of car parking space in podium of the Building the exact location and the specific number shall be intimated to the Purchaser at the time of handing over possession of the said Apartment to the Purchaser (hereinafter refer to as the "Car Parking Space").

O Under Section 4 of the said MOFA, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Purchasers/Allottee, being in fact these presents. The same will be lodged for registration by the Purchaser/s and the Promoter will admit execution thereof after the Purchaser/s have intimated in advance with sufficient time the Serial No. of the document under which it is lodged for registration.

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NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED, DECLARED, AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. INTERPRETATION

In this Agreement, unless another intention is stated;

(i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement and shall be read and construed accordingly as an essential part of this Agreement.

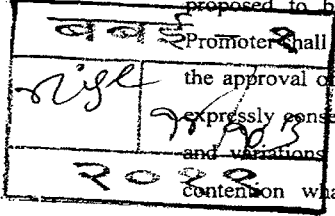
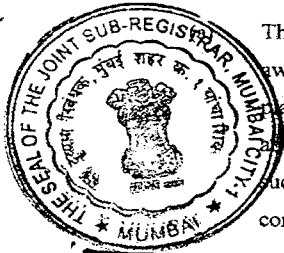
(ii) the singular includes the plural and vice versa;

(iii) reference to a particular gender does not exclude the other gender;

2. PREMISES

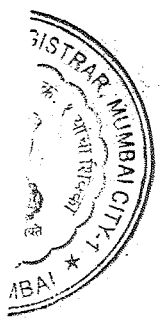
The Promoter has constructed the said Building on the said Property in accordance with the approved plans, specifications, designs and elevations of the scheme which have been seen, intimated, explained, understood and confirmed by the Purchaser.

The Promoter has informed the Purchaser and the Purchaser is aware that, the Promoter has submitted/intends to submit further plans, revised plans with respect to the Building modifying and/or altering the sanctioned plans, as the case may be. The effect of such modified and/or altered plans may be that the Building will consist of certain additional floors over and above existing floors proposed to be constructed as per the sanctioned plans. The Promoter shall be entitled to construct additional upper floors with the approval of the appropriate authorities. The Purchaser hereby expressly consents to such additional construction of upper floors and variations and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional floors and shall not be entitled to seek any benefit or concession including for any reduction in the consideration agreed to be paid by the Purchaser under this Agreement and/or claim compensation or damages on any account whatsoever and/or shall not be entitled to claim any right of any nature whatsoever on such additional floors.




PURCHASER/S

(b) The Promoter hereby agrees, subject to the terms and conditions herein, to sell to the Purchaser and the Purchaser agrees to purchase and acquire from the Promoter, on what is commonly known as "ownership basis", the said Apartment premises bearing No. 2902 admeasuring 200.48 square metres of carpet area (in bare shell condition) equivalent to 2158 square feet of carpet area or thereabouts (which is inclusive of the area of Balconies) on the 29th floor of the Building (hereinafter referred to as the said "Apartment") located on the said Property. The said Apartment is more particularly described in the Second Schedule hereunder written. As per the sanction Plans certain areas within the said Apartment being flower bed admeasuring NIL square meters equivalent to NIL square feet of is free of FSI and there is a terrace admeasuring NIL square meters of built up area equivalent to NIL square feet of built up area adjoining the said Apartment and having an access from common areas. The nature, extent and description of the common areas, amenities and facilities in the Building is more particularly listed out in Annexure G hereto.



As per the RERA, the carpet area of the said Apartment is to be 210.98 square meters (equivalent to 2270.99 square feet). Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use Nil square meters (equivalent to Nil square feet) within the Apartment which includes balcony, internal lift lobby, niche, internal staircase and flower bed if any.

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(c) The purchasers agrees that carpet area is calculated on bare shell basis i.e prior to application of any finishing material and is subject to tolerance of +/- 2% on account of structural design and construction variations.

(d) Acceding to the request of the Purchaser, the Promoter also agrees to allot in favour of the Purchaser 4(Four) Covered number car parking (covered) spaces in the podium of the said Building, the location of which will be finalised either at the time of handing over possession of the said Apartment to the Purchaser. The Purchaser acknowledges that the said Apartment and the car parking spaces referred above, subject to confirmation of

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allotment, shall be held by the Purchaser as one composite unit and the Purchaser shall not be entitled to transfer the use and enjoyment of any one without the other.

- (e) The Promoter hereby has observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning of the sanctioned plans or thereafter and shall, before handing over possession of the said Apartment to the Purchaser, obtain from the concerned local authority occupation and/or completion certificate in respect of the said Apartment.

3. PAYMENT OF CONSIDERATION

- (i) The Purchaser agrees to pay to the Promoter a sum of Rs. 9,39,88,310/- (Rupees Nine Crore Thirty Nine Lakh(s) Eighty Eight Thousand Three Hundred and Ten Only) (hereinafter referred to as the 'Purchase Price') in the manner provided in **Annexure H** hereof.



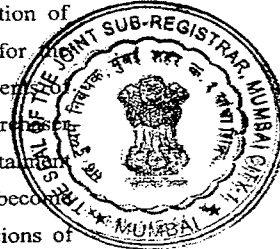
- (ii) The Purchaser agrees and confirms to pay the instalments of Purchase Price as set out in **Annexure "H"** hereto and all other amounts which becomes due or payable by the Purchaser under the provisions of this Agreement including the amounts payable in terms of clause 4 below, by way of Account Payee cheque / demand draft / pay order payable to the Promoter at Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of "Indiabulls Properties Private Limited", the Promoter herein, or such other name as may be intimated in writing by the Promoter to the Purchaser. The Purchaser undertakes that all cheques given by the Purchaser representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation..

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- (iii) The Purchaser undertakes to pay all of the corresponding instalments of the Purchase Price as set out above and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement, within a


PURCHASER/S

period of 15 (fifteen) days of a demand letter for such payments being sent to the Purchaser at the address set out in this Agreement. The Purchaser further undertakes to accept and pay and agrees to never dispute the Payment Schedule set out in the demand letter issued by the Promoter or by any other person for and on behalf of the Promoter, for raising a demand of the corresponding instalment of the Purchase Price. The Purchaser further agrees and undertakes to accept the certificate that may be issued by the Promoter or by any other person for and on behalf of the Promoter, for certifying the completion of stages of Payment Schedule / intervals required for purposes of payment of the corresponding instalment of Purchase Price as envisaged herein. The Purchaser confirms and undertakes to pay each and every instalment of the Purchase Price and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement, on the respective due dates, without any delay or default, and acknowledges that the time for such payment is the essence of this contract.



- (iv) Any default in payment of any of the amounts set out above or elsewhere in this Agreement, or their respective due dates, shall amount to a breach on the part of the Purchaser of the terms of this Agreement.
- (v) In the event of the Purchaser committing any delay and/or default in making payment of any of the instalments of the Purchase Price on their respective due dates and/or of any other amount due or payable by the Purchaser to the Promoter under this Agreement (including the Purchaser's proportionate share of rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) or the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall serve upon the Purchaser 15 (fifteen) days notice in writing, specifying the breach or breaches of the terms and conditions of this

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Agreement by the Purchaser and calling upon the Purchaser to rectify the breach or breaches as specified in such notice.

- (vi) If the Purchaser fails to rectify such default or breach within the said period of 15 (fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that the Promoter may have against the Purchaser in that behalf, be entitled to terminate this Agreement without any further reference to the Purchaser.
- (vii) Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Purchaser payment of the delayed instalment/s of the Purchase Price or any other amounts payable by the Purchaser to the Promoter in terms of this Agreement on the Purchaser paying to the Promoter interest at the rate of 12% (Twelve per cent) per annum from the respective due dates of each such instalment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.

Any payment/s made by the Purchaser to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above

(ix) The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser.



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- (x) Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Apartment agreed to be purchased by the Purchaser, in respect of any amount due and payable by the Purchaser to the Promoter or otherwise under the terms and conditions of this Agreement.
- (xi) Under no circumstances shall the Purchaser be entitled to possession of the said Apartment unless and until all payments including interest if any required to be made under this Agreement by the Purchaser have been made to the Promoter and other obligations, terms and conditions agreed by the Purchaser and mentioned in this Agreement are carried out fully by the Purchaser. Subject to the conditions herein contained, sale and transfer of the said Apartment by the Promoter in favour of the Purchaser shall be complete only after the Purchase Price along with interest and/or all other amounts payable by the Purchaser in terms of this Agreement are paid in full by the Purchaser to the Promoter and possession of the said Apartment is offered by the Promoter to the Purchaser.



4. ADDITIONAL PAYMENTS

- (i) The Purchaser shall on demand made by the Promoter and before the possession of the said Apartment, pay to the Promoter the following amounts in addition to the Purchase Price agreed to be paid by the Purchaser in terms of clause 3 above:-

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- (a) **Rs. 0/- (Rupees Nil Only)** towards legal charges for preparation of this Agreement.
- (b) Facility Development charges shall be paid by the Purchaser **Rs. 0/- (Rupees Nil Only)** of the said apartment before the possession of the Apartment by the Promoter, Facility Development Charges is taken for establishment and raising of the facility

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management services by the promoter immediately after completion of the Project .

In addition to the said Facility Development Charges, the Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 18 months from the date of offering possession of the Apartment. The Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis .

(c) **Rs. 0/- (Rupees Nil Only)** towards installation or connection of water electric and sewer services.

(d) **Rs. 0/- (Rupees Nil Only)** Deposits to be paid to the concerned statutory body or local or public authority and electricity supply company, for water, electricity, gas, telephone connection or any other service connection in the building, as and when applicable.

(e) **Rs. 0/- (Rupees Nil Only)** towards Infrastructure Charges of the said apartment.

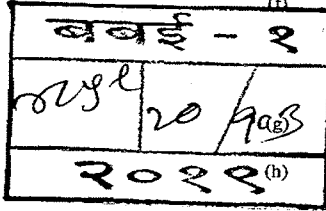
(f) **Rs. 0/- (Rupees Nil Only)** for formation and registration of the Condominium and for preparing its rules, regulations and Bye-laws..

Rs. 0/- (Rupees Nil Only) towards share money.

(h) **Rs. 0/- (Rupees Nil Only)** towards Club House Membership Fees.

(i) **Rs. 0/- (Rupees Nil Only)** towards Servants Mid-landing Charges

(j) **Rs. 10,11,690/- (Rupees Ten Lakh(s) Eleven Thousand Six Hundred and Ninety Only)** towards 18 months for Advance Maintenance.




PURCHASER/S

(ii) The Promoter shall utilize the sum of Rs. 0/- (Rupees Nil Only) and Rs. 0/- (Rupees Nil Only) which is mentioned in clause (a) and (f) paid by the Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of Condominium of the Purchasers and for preparing its rules, regulations and bye- laws.

(iii) The Promoter shall maintain a separate account in respect of sums received from the Purchaser towards share money and advance maintenance and shall utilize the amounts for the purposes for which they have been received.

(iv) The aforesaid amounts shall not carry any interest. The utilized amounts of share money and advance maintenance will be transferred to the Condominium. The Purchaser agrees to pay any deficit in respect of the amounts mentioned above herein to the Promoter, within 7 (seven) days of demand made in respect thereof. Save and except for amounts of share money and advance maintenance, the Promoter shall not be liable to render any account of other amounts to the Purchaser or the Condominium.

(v) The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said Land and the building, including but not limited to annual ground rent, development charges, local taxes, service taxes, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other levies by the Corporation / concerned local authorities/ tax authorities and/or the Government, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repairs, common staircase, lifts, sanitation, fire fighting equipments, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, security, sweepers and other personnel and all other expenses necessary and incidental to the management and



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maintenance of the said Project and the Building as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser, within 7 (seven) days of intimation by the Promoter, that the said Apartment is ready for possession, but prior to assuming possession of the said Apartment. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser, shall be final and binding on the Purchaser and he/she/it/they agree and undertake not to raise any objection of any nature whatsoever with regard to the same under any circumstances.

(vi) The Purchaser also agrees that if due to any notifications, ordinances, enactments, or amendments in the existing laws or due to any conditions in permissions/approvals/sanctions by statutory and/or other authorities for development of the said Project, any additional infrastructure costs/charges, taxes, levies, service tax, sales tax, vat, etc, or any other amounts pertaining or relating to the construction of the said Project or the sale of the said Apartment are levied and/or payable and/or incurred / to be incurred by the Promoter, the same shall be paid by the Purchaser on demand made by the Promoter within 7 (seven) days of such demand being made, and the Purchaser shall indemnify and keep indemnified the Promoter from and against the payment thereof. The purchasers will also be liable to pay applicable Property Tax of their Apartment as soon as notified by the Promoter.

(vii) The Promoter shall have first lien and charge on the said Apartment agreed to be acquired by the Purchaser in respect of any amount due and payable by the Purchaser under the terms and conditions of this Agreement.

5. PROMOTER'S RIGHTS:

It is hereby expressly agreed by and between the parties hereto that



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- a) The Promoter will be entitled to, if it so desires, to amalgamate the said Land/the said Property with any one or more of the adjoining properties and to utilize the FSI, thereof, inter alia, on the said Property and also to sub-divide such amalgamated property and to submit or amend the Building and/or layout plans as may be permitted by the concerned authority or required by the MCGM and the other concerned authorities.
- b) The Purchaser/s acknowledges and agrees that he / she / it is/are and shall be entitled to the said Apartment only as herein provided.
- c) The total carpet area of the said Apartment shall at all times continue to remain 200.48 square metres equivalent to 2158 square feet and shall have no relation whatsoever to the area of the said Property underneath the building and the benefits by way of balance Floor Space Index (hereinafter referred as "FSI") or FSI that may become available or may be generated on or in respect of the said Land or any part thereof, or similar right shall remain at all times with the Promoter and the Promoter alone shall be entitled to utilize the commercial potential of the same as it deems fit and proper without any reference or recourse to the Purchaser.
- d) The Purchaser has been explained and made aware of the available FSI on the said Land and/or the said Property and also the additional FSI and Transferable Development Right (hereinafter referred as "TDR") which may be availed thereon. Until the transfer of all the Apartments in the Building in favour of their respective purchasers by executing and registering the sale deed or otherwise, if the FSI/Floor Area Ratio in respect of the said Land and/or the said Property is increased and/or additional construction is possible on the said Land and/or the said Property on account of FSI and/or TDR originating from the said Land, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Land and/or the said Property



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(and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilize such additional FSI, including by amending the present layout of the said Property subject to the necessary permission/sanction being granted by the MCGM and all other concerned authorities, and construct additional built-up area as and by way of (i) additional floors on the building; and/or (ii) construction of units at the podium level of the building, and/or (iii) construction of additional building/s. For the purposes aforesaid, the Promoter will be entitled from time to time to vary, amend and/or alter the layout plans / sanctioned plans in respect of the Building without affecting the carpet area and the layout of the said Apartment which has been explained and shown to the Purchaser and the Purchaser hereby irrevocably agrees and gives its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the Building for the aforesaid purpose or such other purpose as may be deemed fit by the Promoter or required by MCGM. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser shall not raise any objection or cause any hindrance in the development/construction by the Promoter on any ground including but not limited to of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Apartment or any other part of the Building are affected, reduced or denied. It is expressly agreed by the parties that the Promoter is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit, the additional apartments that may be constructed by it as aforesaid.



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- e) At the time of taking possession of the said Apartment agreed to be purchased hereunder, the Purchaser shall satisfy himself / herself as to deviation, if any, from the approved plan and specifications of the said Apartment and the Building that are disclosed to the Purchaser. The Purchaser specifically agrees that in case of dispute or


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difference between the Purchaser and the Promoter that the said Apartment is not in accordance with the Plan as was specifically shown/disclosed to the Purchaser then the Purchaser's right and remedy shall be limited only to claim compensation from the Promoter and the Promoter's liability to the Purchaser shall be limited to the sum actually paid by the Purchaser to the Promoter till that date together with such reasonable interest as the Purchaser has / paid or would have paid for borrowing such sum, subject to a maximum of 9% per annum simple interest. Such interest shall be calculated for any sum repayable by the Promoter to the Purchaser from the date of actual payment by the Purchaser till actual refund is made by the Promoter. In such cases, the Purchaser's obligation would be to simultaneously hand back possession (if given) of the said Apartment to the Promoter and to execute such documents as may be required by the Promoter for relinquishing and transferring in favour of the Promoter the right that the Purchaser may have pursuant to this Agreement and/or Application/Allotment Letter or any other document/s relating to the said Apartment. The cost of such documentation referred above together with any incidental expenses such as stamp duty and registration charges shall be borne and paid by the Promoter.



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f) The Purchaser acknowledges that the Promoter shall be entitled to modify the sanctioned plans in respect of the Building in such manner as it may deem fit, without however in any manner prejudicially affecting the said Apartment proposed to be acquired by the Purchaser hereunder. The Promoter shall not be required to take any further permission of the Purchaser for the same. The consent herein shall be considered as the Purchaser's unconditional consent. The Purchaser agrees that the Purchaser has paid for / agreed to pay for the said Apartment and hence is entitled to the agreed carpet area (as aforementioned) of the said Apartment that has been agreed to be sold in accordance with the terms and conditions of this Agreement together with the right to use the area,

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amenities and facilities common to all other occupiers / purchasers of apartments in the building. All benefits in terms of additional FSI or otherwise accruing from any modification, amendment, addition, alteration to the plan approved by local authority and disclosed to the Purchaser either of structure of the said Apartment or structure of the Building shall always remain and vest with the Promoter and the Promoter shall be entitled to use of such additional benefit in terms of the FSI or otherwise at any part of the Building / project or any other place it deems fit and proper. Any amendment to the plans shown/disclosed to the Purchaser shall be deemed to have been consented by the Purchaser, if not disputed or objected by the Purchaser within a period of 7 (seven) days from the date such proposed amendment is disclosed/deemed to be disclosed to the Purchaser. Any such proposed amendment shall be deemed to have been disclosed immediately after expiry of 3 (three) days from the date the Promoter dispatches such proposed amendment to the Purchaser by way of speed post acknowledgement due or courier.s the same or by posting it on website of the Promoter as well as on the site or by way of email.



So long as it does not in any way affect or prejudice the right of the Purchaser in respect of the said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with all other apartments and spaces in the Building or otherwise deal with its right, title and interest in the said Property and/or in the Building in any manner that it may deem fit and proper subject to the D.C. Regulations of the MCGM.

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- h) Except in respect of the said Apartment hereby agreed to be acquired by the Purchaser along with the car parking space that shall be allotted to the Purchaser, the Purchaser shall have no claim in any manner whatsoever in any other apartments, terraces or car parking spaces in the Building or in the said Property or any part thereof. All open spaces and unallotted apartments and other spaces in the said Property


PURCHASER/S

and in the Building will remain the property of the Promoter until the transfer of all the Apartments in the Building to the respective Flat Purchasers by way of execution and registration of sale deed or otherwise subject to the rights of the Promoter under this Agreement.

i) The terrace on top level of the Building shall always belong to the Promoter and the Promoter shall be entitled to use the same in such manner as it may deem fit, including putting up a hoarding/display thereon or at its sole discretion construct additional apartment/s thereon dispose of the same together with such additional apartment/s to any person or party whomsoever, and also shall be entitled at its sole option to dispose the right to maintain and use the same to the holder of the apartment on the topmost floor (i.e. below the Terrace) at a price and on the terms and conditions as the Promoter in their sole and absolute discretion may deem fit, in which event the un-built portion of the topmost terrace shall exclusively belong to the person to whom the same is given for maintenance and use.



The Purchaser has given its assent to the party of parties to whom the Promoter shall give the right to maintain and use the additional apartment constructed on the topmost terrace and/or the un-built portion of the topmost terrace and/or anywhere else on the said Property. However in any event the Purchaser shall not be entitled to demand any right or compensation in that behalf. The Purchaser agree and confirm that in the event of any water storage tank or the lift room or lift machinery being on the topmost terrace of the building, then the Promoter and/or the Condominium shall be entitled to depute their representative to go to the topmost terrace of the Building from time to time and at all reasonable time as may be mutually agreed to by and between the Promoter, the said Condominium, and the user of the said topmost terrace of the Building for regular check up maintenance and repairs. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser or the Body Corporate.

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j) The Purchaser acknowledges the necessity of the Promoter having the overall control of the said Project including the said Property and the Building including maintenance and management of all common areas, common amenities and facilities and services to retain the overall fabric and atmosphere of the said Project as envisaged by the Promoter in the interest of all the occupants of the Building and the said Property and to also maintain uniformity of management, maintenance, servicing and supervision of the common areas, common amenities and facilities and services, if possible at competitive rates and also to ensure to the extent possible that the essential services and facilities are readily available. The Promoter may by itself or through its nominee(s) undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of the said Project and the Building and the said Property. The Purchaser agrees not to object at any time to the appointment of such nominee appointed for the maintenance, management, servicing and supervision and overall control as aforesaid. If appointed, the said nominee shall be authorized with the responsibility of looking after the maintenance, management, servicing and supervision of the common areas, amenities, facilities and services of the said Project including the Building and the said Property or



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any part(s) or portion(s) thereof and correspondingly it/they shall be empowered and entitled to charge, receive and collect the contributions from each Purchaser. The contributions of each Purchaser towards the cost of maintenance, management, servicing and supervision as aforesaid of the said Project, the Building and the said Property shall be determined by the Promoter or by its nominee(s) from time to time. The Promoter or its nominee(s) shall be entitled to frame such terms and conditions for regulating and governing the use of the common areas, common amenities and facilities in the said Project, the Building and the said Property. The Purchaser

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agrees that he/she/it/they shall be bound by all such terms and conditions.

- k) (i) The Purchaser is aware and agrees that certain facilities in the Building namely club house, catering facilities as also event management facilities, health gym, swimming pool, conference halls, concierge services and other facilities ("Promoter's Retained Area") are not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of apartments in the Building and the Promoter shall always remain the owners of such areas facilities, equipments and shall have full right to use, , deal, transfer, and assume the complete management of such areas and the Purchaser shall be eligible for membership into the Club house subject to payment of charges and deposits as may be provided by the Promoter for maintenance, upkeep and usage in respect of availing of facilities as may be provided by the Promoter.



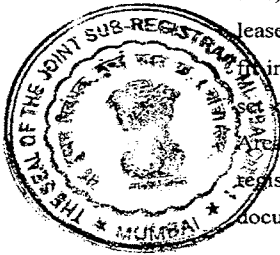
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- (ii) If for any reason in law, the Promoter is not entitled to or is not considered to be or is not allowed to remain the owner of Promoter's Retained Area, then the Purchaser or himself/herself/itself and/or as a member of the Condominium already formed, agrees and undertakes to do all acts that would be necessary including granting of perpetual lease or an irrevocable or any other grant of right as may be required by the Promoter for such Promoter's Retained Area in favour of the Promoter or its associate or affiliate or group company on an annual fee of Re 1 (Rupee One) and on such other terms and conditions including renewals, assignment etc. as may be advised by the Promoter to enable the Promoter and/or its assigns and nominee or any third party who shall be in the place of ownership and maintenance to use and enjoy the Promoter's Retained Area without any hindrance and reference or recourse to the Purchaser or the Association of all other occupiers / purchasers of apartments in the Building including the Condominium. The Promoter shall

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have exclusive right of Ownership of the Club House including the right to alienation, lease or mortgage of the Club House. The Purchaser further agrees that usage of such areas will be in accordance with the terms and conditions as may be determined by the Promoter and/or its nominees in its/their sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club House along with its amenities and facilities available therein and it shall be the sole discretion of the Promoter to use the Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser or Condominium shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever. In consideration of the rights granted to the Purchaser under this Agreement, the Purchaser hereby irrevocably appoints the Promoter as its agent or attorney and authorizes the Promoter to do all such acts, deeds, matter things including execution of a perpetual lease and/or any other document as the Promoter may deem fit in its sole discretion to give effect to the understanding set out in this Agreement relating to Promoters Retained Area and to present the said documents to the concerned registration office and admit execution of the said documents on behalf of the Purchaser.



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(iii) Furthermore the Purchaser or the Association of all other occupiers / purchasers of apartments in the Building including the Condominium shall give right of way to the Promoter, its agents, servants, employees or representatives and all other persons, authorized by the Promoter and/or its successors, assigns and all members of the Club House to pass through the said Property and/or Building in such manner as may be decided by the Promoter ("the said access") for the purpose of ingress and egress to the Club House and for which purpose they shall also execute and register an Agreement for right of way in favour of the Promoter in that behalf.

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l) Save and except the car parking spaces agreed to be provisionally allotted to the Purchaser, the remaining car parking areas and car park floors shall continue to belong to the Promoter who shall be entitled to utilise the same in the manner it may deem fit or dispose of the same.

m) If the Promoter so desires, it shall be entitled to create security on its interest in the said Land, the said Property or any part thereof by availing of loans, finance and/or other credit facilities from banks and financial institutions, against the security of the said Land/Property and/or the new development excluding the said Apartment. In this regards, the Promoter shall be entitled and be at liberty to sign Mortgage Deed(s), Loan Agreements and other documentation, whether in English form, or by way of an equitable mortgage or otherwise in respect of the said property save and except the said Apartment, provided that the Promoter shall be the principal debtor and it shall be the sole liability and responsibility of the Promoter to repay such loan amounts with interest, costs, charges and expenses thereon. The Purchaser hereby gives its express consent to the Promoter to raise such loan against the Property and the Building and other structures (if any) constructed/under construction/ proposed to be constructed, and to mortgage the same with any Bank or Banks or any other party as aforesaid. This consent is on the express understanding that any such loan liability shall be cleared by the Promoter at its own expense before the said Property and the Building are transferred to the Condominium as stated above.

n) It is agreed that the Building has been named "Indiabulls Sky" and that neither the acquirers of promises in the Building nor the Condominium, shall be entitled to change the said name in any manner whatsoever at any given point in time.

o) The Promoter reserves themselves and to others authorized by the Promoter, the unfettered right to the full, free and



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complete right of way and means of access over, along and under all the accesses and the common right of way to the said Property and the Building at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles of all descriptions, laden or unladen, and with or without vehicles, horses and other animals and also to lay and connect drains, pipes, cables and other amenities in the said Property in such manner as the Promoter may deem fit and necessary for the full and proper use and enjoyment of the said Property and the Building and also the right to use in common with the Purchaser of apartments, and other spaces in the building, any recreational amenities and/or recreational areas which may be provided by the Promoter in respect of the building, whether before or after the transfer of the said Property and Building to each Flat Purchasers and/or Condominium;

- p) Subject to the rights of the Purchaser to the said Apartment under this Agreement along with the car park that shall be allotted, the Purchaser agrees and unconditionally consents that the Promoter shall have the right to transfer the ownership including the development rights in the said Land or any portion thereof and/or the Building in whole or in parts to any other entity such as any partnership firm, body corporate whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in its sole discretion without any intimation written or otherwise to the Purchaser and the Purchaser shall have no right to raise any objection in this regard.



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- q) Until execution of Sale Deed in its favour, the Purchaser shall not be entitled, to transfer, sell, assign, grant or convey his right, title and interest in the said Apartment. However the Promoter may at its discretion permit such transfer, sale, grant or conveyance upon:

- i. Payment of transfer charges of 15% of the Total Price at which the apartment is being sold to the

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prospective purchaser or the proposed sale price communicated by the Purchaser herein under (ROFR) right of first refusal, whichever is higher, till the actual possession of the said Apartment is handed over; and

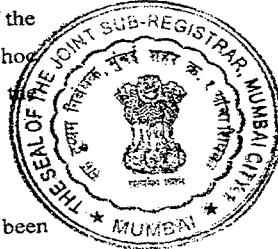
- ii. Payment of transfer charges of 5% of the Total Price at which the apartment is being sold to the prospective purchaser or the proposed sale price communicated by the Purchaser herein under (ROFR) right of first refusal, whichever is higher, from the date of possession till the handover of the management of the Building to the ad-hoc committee of the Apartment Purchasers in Condominium..

FURTHER AGREEMENT:

- (i) The Purchase Price mentioned in clause 3 above, has been arrived at and has been mutually agreed to after having taken into consideration the following facts, and the Purchaser shall not make any claim for damage or rebate in the agreed consideration on any account whatsoever including the facts mentioned below:-

- a. The Purchaser is aware that the Promoter will be constructing additional floors by use of additional FSI as may be permissible on the said Land/the said Property as per the Development Control regulations of MCGM, as prevailing from time to time. The said additional construction may be undertaken at any time, even after the Purchaser has taken possession of and is in occupation of the Apartment and is therefore bound to cause inconvenience/ nuisance/ annoyance to the Purchaser. The Purchaser has entered into this Agreement with full knowledge with the aforesaid facts and has given his/her/their express consent for the additional construction.

- b. The Purchaser agrees and covenants that the proportionate share of the Purchaser in the said



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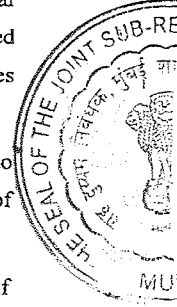

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common areas and common facilities, which in any event is likely to be ascertained only after completion of the development of the said Property in terms of the Scheme as envisaged by the Promoter and explained to the Purchaser, is liable to be increased or decreased in the event of there being a change/s in the Building plans. The Purchaser expressly consents to such changes in the proportionate share and hereby expressly authorizes the Promoter to so increase or decrease the proportionate share of the Purchaser in the said common areas and common facilities of the Building and the Purchaser hereby irrevocably agrees to accept the changed share, if any.

- c. The Purchaser shall not be allowed any parking facility in any area of the Building except the car parking spaces agreed to be provisionally allotted and all the other areas, spaces, floors, top terraces shall belong exclusively to the Promoter;
- d. The Purchaser shall not have any access or right to use the top terrace except for the purpose of inspection /repair;
- e. The Promoter intends to and may retain for itself the remaining apartments in the Building and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of apartments in the Building and shall not be liable to pay non occupancy charges therefore to the Condominium;
- Save and except the said Apartment and car park to be allotted, all the other spaces, car-parking spaces, floors, facilities and areas in the Building belong exclusively to the Promoter.
- g. The Purchaser shall not misuse and/or enclose the said pocket terrace;



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7. AMENITIES:

(i) The Purchaser acknowledges that the said Apartment agreed to be purchased by the Purchaser shall be provided with the Fixtures and Fittings being Amenities as set out in Annexure I.

a. The facility to use and enjoy the common service amenities and other amenities shall be subject to the rules and regulations (including but not limited to matters pertaining to its management, maintenance, usage fees and other charges), as shall be framed by the Promoter, and the Purchaser shall abide by the same. The Promoter has reserved unto itself and its successors-in-title, the right to the use and enjoyment of the common recreational amenities and/or recreational areas at all times hereafter:

b. The Purchaser acknowledges that on account of the brand of "Indiabulls" being associated with the Project/Property, even after the management of the Property having been transferred to a Condominium the Promoter reserves its right for the provision of maintenance of the Project and facilities to be provided to the purchasers of the apartments in the Building and/or the Project by having such arrangements/agreements with the Condominium as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.

c. The Purchaser expressly agrees and undertakes to execute a Facility Management Agreement or any other deed, document or writing in favour of the Promoter or any of its nominees for providing such services. It is expressly clarified to the Purchaser that the Promoter shall have absolute right to receive all the cost, charges and expenses as may be quantified by the Promoter from time to time in



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respect of such Management from the Condominium and/or the Purchaser.

- d. The Purchaser shall be liable to pay usage and service charges for common service amenities and other amenities and the Purchaser shall be required to sign the necessary documents for membership and usage of the common service amenities and other amenities which shall contain the detailed terms and conditions.
- e. The use and enjoyment of the common service amenities and other amenities shall be mutatis mutandis to the ownership of the said Apartment by the Purchaser and his/her/its bona fide family members to the end and intent that:-

i. As and when the said Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities shall automatically stand transferred to the new purchaser of the said Apartment and the Purchaser's rights to the access, usage and enjoyment of the common service amenities and other amenities shall automatically stand extinguished;

ii. The Purchaser shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities and/or decline or refuse to transfer to the new purchaser the benefit thereof along with the sale and transfer of the said Apartment to such purchaser;

- (ii) The Promoter shall be entitled to deal with the transfer/ possession/ use of the common service amenities and other amenities on such terms and conditions as the Promoter from time to time may decide subject to the rights herein of the Purchaser under these presents.



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(iii) If the Purchaser desires to have additional/extra amenities, fittings and fixtures of its own choice to be provided in the said Apartment, the Purchaser shall seek permission of the Promoter, which the Promoter may in its sole discretion grant subject to such terms and conditions as may be imposed by the Promoter including but not limited to compliance of the following :

- a) The Purchaser shall deposit with the Promoter a refundable interest free security deposit of **Rs. 1,50,000/- (Rupees One Lakh(s) Fifty Thousand only)** till such interior and fit out work in the said Apartment is completed and all debris and waste generated in the process are cleared by the Purchaser to the complete satisfaction of the Promoter and acknowledges in the event the Purchaser causes any nuisance or damage in or to the Building or any part thereof, or any other property of the Promoter or of its agents, the Promoter shall be entitled to deduct from such security deposit, such amount as the Promoter deems appropriate for remedying such nuisance or damage caused by the Purchaser.
- b) The Purchaser shall engage and appoint a contractor for carrying out such work after obtaining the approval of the Promoter in writing, after having intimated to the Promoter the approximate date / time of completion of such work.
- c) The contractor so engaged shall strictly adhere to the sanctioned plans of the external elevation and internal layout of the Building as per the plan of the said Apartment annexed hereto.
- d) The contractor so engaged shall comply with the plans and specifications approved by the MCGM.

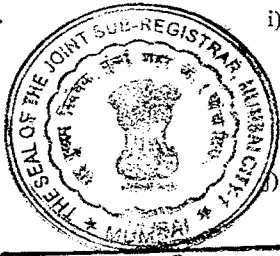


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- e) The contractor shall get the work executed only through licensed personnel such as plumbers, electricians, etc.
- f) The contractor shall not cause damage to the RCC members of the building.
- g) The Purchaser shall strictly adhere to the laws, byelaws, rules and regulations of the MCGM and all authorities without in any way causing any harm or nuisance to the users of all other apartments in the building.
- h) Complete waterproofing shall be done in water closets and bathrooms and kitchen so that there is no leakage in the apartment below the said Apartment or the outside walls of the said Apartment, and the Purchaser shall at all times be responsible to satisfactorily redo the waterproofing in case of any such leakage at the cost of the Purchaser.



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- i) No work in, to or upon the said Apartment shall be done on any Sunday or Bank Holiday, and on other working days, it shall be done only between the hours of 9 am to 7 pm.

The Purchaser will ensure that no damage whatsoever is caused to any part of the building, and in the event of any damage to the building, the Purchaser shall make good any damages caused thereby.

- k) The Purchaser and the contractor shall indemnify and keep the Promoter indemnified against any loss and damage caused to/sustained by the Promoter on account of any breach by the Purchaser or the contractor of any of the aforesaid conditions.

- l) The Purchaser undertakes to abide by the fit out guidelines that may be issued by the Promoter in such respects.

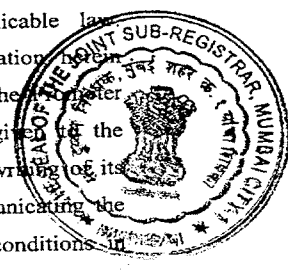
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8. DEFAULT

a. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his proportionate share of taxes levied by MCGM, Additional Infrastructure charges/cost and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions contained herein, the Promoter shall be entitled at its sole discretion to terminate this Agreement and the Purchaser shall cease to have any right or interest in the said Apartment or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, MOFA/ MAOA or applicable law. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser 15 (fifteen) days' prior notice in writing of its intention to terminate this Agreement communicating the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and this Agreement shall stand terminated if the Purchaser fails in remedying such breach or breaches within the notice period.



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b. As a consequence of the termination of this Agreement and on the realization of the entire Purchase Price from the purchaser of the said Apartment, the Promoter shall return to the Purchaser the amount paid by the Purchaser subject to the following deductions:

- i) 15% of the Purchase Price (which is to stand forfeited to the Promoter upon termination of this Agreement);
- ii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Apartment upto the date of termination of this Agreement;
- iii) processing fee and brokerage paid, if any etc. in respect of the said Apartment;

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- iv) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v) in the event of the resale price of the said Apartment to a prospective purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and
- vi) the costs incurred by the Promoter in finding a new buyer for the said Apartment.

The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Promoter agrees and undertakes not to dispute in any manner whatsoever.

9. POSSESSION

Unless prevented by force majeure event/s, the Promoter shall hand over peaceful possession of the said Apartment to the Purchaser on or before nine (9) months excluding a grace period of nine (9) months or such further period as may be agreed between the parties mutually, subject to the Purchaser making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Purchaser duly observing all the terms and conditions, contained herein. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of Building in which the said Apartment are situated is delayed on account of force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter,



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For the purpose of this Agreement this expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or

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Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

Upon receiving the possession of the said Apartment by the Purchaser, the Purchaser shall have no claim or objection in any manner whatsoever against the Promoter and/or its affiliate companies in respect of any item of work/construction in the said Apartment, which has been duly completed.

Unless the payment of full Sale Consideration and other charges, nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said Property or the Building or any part thereof.

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(a) Subject to the Promoter having received the full Purchase Price in respect of the said Apartment and all other amounts payable by the Purchaser in respect of the said Apartment, if the Promoter fails or neglects to offer possession of the said Apartment to the Purchaser, other than for reasons beyond their control and/or their agents, on the aforesaid date or dates (excluding the grace period of nine (9) months) as mentioned hereinbefore or such further extended date as may be mutually agreed upon in writing by and between the parties hereto, the Purchaser may, at the discretion, by a 30(thirty days) notice in writing, terminate this Agreement and in such event, the Promoter shall, be liable, on demand, refund to the Purchaser the amounts already received by it in respect of the said Apartment with simple interest at the rate of 6% per annum from the date on which the Promoter has received the aforesaid amounts till the date the amounts and interest thereon is repaid and the Promoter shall not be liable to pay any compensation or damages or offer any other premises to the Purchaser in lieu of the said Apartment herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said Apartment or arising out of this Agreement (including stamp duty and registration charges paid) and the Promoter



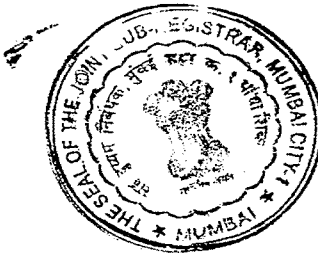
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shall be at liberty to sell and dispose off the said Apartment to any other person at such price and upon such terms and conditions as the Promoter may deem fit.

(b) The Purchaser shall assume possession of the said Apartment within 7 (seven) days of the Promoter giving written notice to the Purchaser intimating that the said Apartment is ready for use and occupation and offering possession of the same to the Purchaser. Commencing from the expiry of the period of 7 (seven) days from issue of the intimation in writing by the Promoter to the Purchaser that the said Apartment is ready for occupation, use and possession, the said Apartment shall be at the risk of the Purchaser (irrespective of whether possession of the said Apartment is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Apartment. It is agreed that irrespective of whether possession of the said Apartment is actually taken or not by the Purchaser, the Purchaser shall from the date of expiry of the 7th day from the date on which possession of the said Apartment is offered by the Promoter to the Purchaser, be liable to bear and pay to the Promoter all outgoings in respect of the said Apartment, all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, clerks, bill collectors, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and all other expenses and outgoings necessary and incidental to the management, administration and maintenance of the said Property. The Purchaser shall pay to the Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoter.

(c) The Promoter hereby agrees that it shall, before the transfer of management of the said Property/Land in



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favour of Condominium by way of Lease Deed or Conveyance or any other document of transfer, as may be advised, ensure that the said Land/Property is free from all mortgages charges and encumbrances and that the Promoter has absolute, clear and marketable title to the said Land, so as to enable the Promoter to convey clear and marketable title to the Condominium. The conveyance shall be in such form and contain such terms and conditions as the Promoter may in its absolute discretion determine. The Stamp Duty and the Registration Charges on the said Lease Deed/Conveyance or any other document/s of transfer shall be borne and paid by the Purchasers, including the Purchaser herein. The Purchaser agrees and confirms that the rights and entitlements of the Promoter under clause 5 shall survive and continue with the Promoter irrespective of the right, title, interest in the said Property and the Building is conveyed or deemed



to have been conveyed in favour of any person, organization of the Apartment purchaser i.e. condominium.

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(d) The Purchaser shall use the said Apartment or every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/ shop/ godown or for carrying on any industry or business. The Purchaser shall use the garage or car parking space only for purpose of keeping or parking the Purchaser's own vehicle. The allotment of such car parking spaces shall be incidental to the holding of the said Apartment and shall not be dealt with independently. The Purchaser agrees not to use the same for any purpose which is not permitted under law.

(e) The Promoter hereby agrees/has agreed to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM and any other authority at the time of sanctioning the said sanctioned plans or thereafter and shall, before handing over possession of the said

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Apartment to the Purchaser and have obtained from the MCGM, Occupation Certificate in respect of the Building.

10. **TAXES, DEPOSITS AND INFRASTRUCTURE COST/CHARGES**

a. In case a security deposit is demanded by MCGM for the purpose of giving water connection or for giving Occupation or Completion Certificate or otherwise and similarly if any deposit is required by the Mumbai Suburban Electric Supply Company Limited or its successors for giving electric meters, connections etc. then all such deposits or deposit shall be payable by Purchaser as regards the said Apartment and other apartments / parking spaces / top terraces in the Building and the same shall be paid proportionately by the Purchaser as set out hereinabove and to the extent as determined by Promoter within seven days of demand being made by the Promoter failing which the same shall be payable with interest thereon at 12% per annum without prejudice to the rights of the Promoter to recover the same by any means. The Purchaser(s) shall apart from the total Sale Consideration be also liable to bear and pay its proportionate share of any additional Infrastructure Costs/charges that may have to be incurred by the Promoter for development and maintenance of the said Project.

b. The Purchaser shall pay its proportionate share of the aforesaid taxes, charges and outgoings directly to the Promoter until an ad-hoc committee constituted of the acquirers of apartments has been formed by the Promoter and management of the Building and the common areas and common facilities has been handed over to such ad-hoc committee of the Condominium by the Promoter after the sale/disposal of all the apartments therein.

c. Until the Municipal Taxes and water charges are fixed and separately assessed and the exact amount of outgoings is worked out for each of the apartments in the building, the Purchaser and other acquirers shall regularly pay to the


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Promoter the amount determined by the Promoter for such taxes, charges and outgoings. If the amount so recovered by the Promoter is more than the actual outgoings worked out for the said Apartment purchased by the Purchaser, the amount in excess shall be refunded to the Purchaser without interest and if the amount so recovered is less than the actual amount worked out, the Purchaser shall immediately pay on demand to the Promoter the amount of difference.

11. HOARDINGS/NEON SIGNS

(a) The Promoter will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or its Group Companies (hereinafter referred as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, but not limited to, open space/s, the terraces of the Building and/or any parts of the Building (barring the Apartment and its façade work) if it so desires at its own costs and expenses. The Promoter and/or their Group Companies will not be liable to make any payment of any nature to Purchaser and/or the occupant/s of the other apartments in the Building and/or the Condominium in respect of the displays.

(b) The Purchaser and the occupant/s of the other apartments in the Building and the Condominium, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that



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no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Lease Deed/Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser expressly consent/s to the same.

- (c) The Promoter has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said Land/ the said Property or the Building being constructed thereon or any part thereof and to receive and appropriate for their own use and benefit the fees, compensation or charges in respect thereof. The Purchaser shall not obstruct or interfere with the said rights of the Promoter in any manner whatsoever.

12. The Purchaser himself and with intention to bring all persons into whosoever hands the Apartment may come, doth hereby covenant with the Promoter as follows:-

- (a) To use the Apartment only for residential purpose;

To use the car parking spaces only for parking cars of the Purchaser;

Not to enclose and/ or misuse the said pocket terrace at any time and keep indemnified the promoters from any action, cost, charges and expenses that may be cause or suffered by the Promoters due to any action initiated by any person or authority for such enclosure or misuse of the said pocket terrace.

- (d) To maintain the said Apartment at the Purchaser's own cost in good inhabitable/tenantable repair and condition from the date possession of the same is offered by the Promoter to the Purchaser and shall not do or suffered to be done anything in or to the Building in which the said Apartment is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the Building in which the said Apartment is situated and the said Apartment itself or any part thereof.



बबई - १	
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(e) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Apartment is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the said Apartment is situated, including entrances of the Building and in case any damage is caused to the Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.



(f) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the condition, state and order in which it was delivered to the Promoter to the Purchaser and not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the MCGM or the other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the MCGM and/or other public authority.



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(g) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Apartment is situated and shall keep the portion, sewers, drain pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Apartment is situated and shall not chisel or in any

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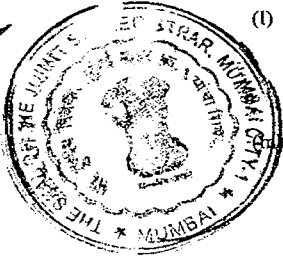

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manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Condominium.

- (h) Not to enclose the balconies/ Elevation Projection attached to the said Apartment.
- (i) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the Building in which the said Apartment is situated or whereby any increased premium shall become payable in respect of the insurance.
- (j) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Building in which the said Apartment is situate.
- (k) Not to use the refuge areas and/or fire fighting passages in the Building for any purpose whatsoever as the same is provided as a refuge in case of fire.
- (l) To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the building.

Pay to the Promoter within 7 days of demand by the Promoter, share of security deposit demanded by MCGM or Government for providing water, electricity or any other service connection to the Building in which the said Apartment is situate.

(m) To bear and pay from the date of taking possession of the said Apartment, or from the 7th day of receipt of notice from the Promoter that the said Apartment is ready for use and occupation, whichever is earlier, his proportionate share that may be determined by the Promoter from time to time, of outgoings in respect of the said Land including all insurance, all taxes, lease rent, water charges, charges for installation, repairs and maintenance of common lights, charges for sweepers, watchmen and security service, sanitation, additions and alterations, paintings, colour,



बवई - १	
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washing, etc. and all other expenses incidental to the management of the said Property. Such payment shall be made by the Purchaser on or before the 5th day of each and every calendar month in advance whether demand therefore is made or not.

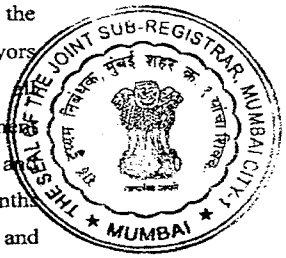
(o) Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Apartment until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the Promoter's prior consent in writing to the same till the time the management of the Building and/or Property is handed over to the ad hoc committee of the Apartment Purchasers in the Condominium.

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(p) After the possession of the said Apartment is handed over by the Promoter to the Purchaser and until the management of the Building and/or Property is handed over to the ad hoc committee of the Apartment Purchasers in the Condominium, to permit the Promoter and their surveyors and agents with or without workmen and others, at reasonable times, to enter into and upon the said Apartment or any part thereof to view and examine the state and condition thereof and to make good, within three months after receiving a written notice, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.

(q) To sign all the necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him in order to become a member of the Condominium.

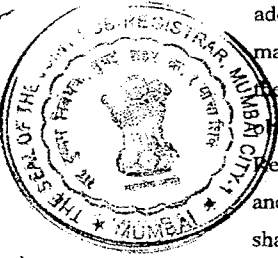
(r) Not to alter or affix grills from outside the windows or at any place which affects the structure, façade and/or elevation of Building in any manner whatsoever.



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- (s) To abide by the terms and conditions attached to the various sanctions/ permissions/ N.O.C./ Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.
- (t) Not to claim any right or interest in the top terraces of the Building or any portion thereof save and except the right of access, for the purpose of inspection, repairs and maintenance of the common utilities and services located on such top terrace.
- (u) To abide by the terms, conditions and stipulations/Regulations as may be prescribed or made applicable by the Promoter or Government of Maharashtra, or any statutory/public body or authority in respect of the said land/property and/or building/premises standing thereon.
- (v) To observe and perform all the rules and regulations which the Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the MCGM and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Condominium regarding the occupation and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



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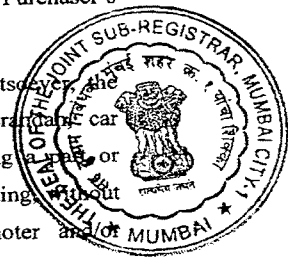
Not to put up or install box grills outside the windows of the said Apartment for the purpose of installing the air conditioners or otherwise or in any other manner do any other act which would in the opinion of the Promoter or Condominium, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.

- (x) To maintain the external elevation of the Building in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any


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circumstances, any construction or enclosure the project elevation which have been permitted (approved) free of FSI, in the plans already approved by MCGM.

- (y) To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the common interests and of the purchasers of the other apartments in the building.
- (z) Not to at any time demand partition of the Purchaser's interest in the said Apartment;
- (aa) Not to cover or enclose in any manner whatsoever the pocket terrace/s, the open balcony/ies, veranda/s, car parking space/s or other open spaces forming part of or appurtenant to the said Apartment in the Building without the prior written permission of the Promoter and of the Condominium and concerned authorities.
- (bb) Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terraces appurtenant to the said Apartment.
- (cc) To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the concerned authorities.
- (dd) To pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.
- (ee) That the Purchaser hereby covenants with the Promoter, to pay any amount/s required to be paid by the Promoter as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter.
- (ff) Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building / said



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Land/said Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable.

- (gg) That the pocket terrace in front of or adjacent to the terrace apartment in the said Building if any, shall belong exclusively to the respective purchaser of the pocket terrace Apartment and such pocket terrace is intended for the exclusive use of the respective terrace Apartment Purchaser. The said pocket terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Body corporate.

13. ASSOCIATION OF PURCHASERS

- a. The Purchaser acknowledges that the Promoter has developed the said Project on the said Property and the Promoter has registered condominium of all the purchasers of apartments in the Building viz. **Indiabulls Sky Condominium** (hereinbefore and hereinafter referred as "Condominium"). The Purchaser shall thus along with other purchasers of apartments in the Building shall become member of the said Condominium by signing and executing the application and all other papers and documents necessary to be a member of the Condominium, including adoption of the bye-laws thereof, and shall duly fill in, sign and return them to the Promoters within 30 (thirty) days of the same being forwarded by the Promoters to such purchasers. No objection shall be taken by the Purchaser, if any, changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other competent authority.



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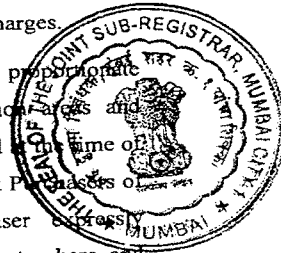


- b. In the event of the management of the Building/Property is handed over to the committee of the Apartment Purchasers in Condominium before the sale and disposal by the Promoter of all the apartments and other premises in the building, the power and authority of the Condominium shall always be subject to the overall authority and control

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of the Promoter in respect of any of the matters concerning the building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold apartments and other premises in the Building and the disposal thereof. The Promoter shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Promoter shall join in as the member in respect of such unsold apartments and premises and as and when such apartments and premises are sold to the persons of the Promoter's choice, the Condominium shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.



c. The Purchaser agrees and covenants that the proportionate share of the Purchaser in the said common areas and common facilities shall be finally determined at the time of execution of sale deed in favour of each Flat Purchaser of their respective Apartment. The Purchaser expressly consents to such changes in the proportionate share and hereby expressly authorizes the Promoter to so increase or decrease the proportionate share of the Purchaser in the said common areas and common facilities of Building and the Purchaser hereby irrevocably agrees to accept the changed share, if any.

d. The Promoter shall after receiving the entire sale proceeds in respect of each Apartment in the Building and transfer of each Apartment to their respective purchaser by executing Sale Deed transfer or assign the management of the said Property to the Condominium ;

e. All documents necessary for the formation and registration of the Body Corporate is / shall be prepared by Advocates & Solicitors of the Promoter. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Purchasers of the building.

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14. **FIRST RIGHT OF REFUSAL**

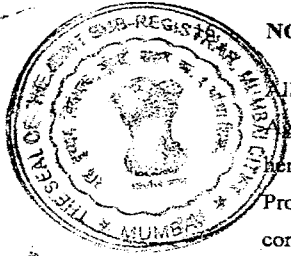
Until the management of the said Property is handed over to the Condominium, the Purchaser agrees that as and when they decide to sell their said Apartment, then in that event, the Purchaser shall offer the same to the Promoter with expected sale price who shall have the right of first refusal to purchase the said Apartment at the consideration mutually agreed between them at that point of time. The Purchaser shall therefore be prohibited from selling the said Apartment to any third party until and unless the Promoter has refused to purchase the same on the offer made to the Promoter by the Purchaser in terms of this clause.

15. **INSURANCE**

- (a) It will be sole obligation of the Purchaser to insure the said Apartment after possession is offered to the Purchaser.
- (b) The expression "insurance" as referred in this clause above shall mean and include insurance against fire, earthquake and other natural calamities.

NOTICES

All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by any Authorized Signatory or Officer of the Promoter and any notice to be given to the Purchaser shall be considered as duly served if the same shall have been delivered to, left or posted to the Purchaser at the address specified below, by Registered Post A.D. or Courier. Any change in the address of the Purchaser should be notified in writing by the Purchaser to the



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Promoter:

Mr. Kartik Hitendra Shah and Mr. Hitendra Keshavl Shah

2A, Daff Mansion Behind Metro Cinema, Cinema Lane,
Dhobi Talao, Mumbai, Maharashtra- 400020

All letters circulars receipts and/or notices to be served by the Purchaser on the Promoter shall be deemed to be validly and

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effectively served, if sent to the Promoter by Registered Post A.D./under Certificate of Posting/ Speed Post/Courier/hand delivery at its address specified below or such other address as the Promoter may hereafter notify in writing to the Purchaser:

INDIABULLS PROPERTIES PRIVATE LIMITED

M-62&63, 1st Floor, Connaught Place,

New Delhi- 11000

In case of any change of the aforesaid address, the Promoter shall forthwith intimate the new address to the Purchaser.

- 17. Any taxes payable on this transaction or liable to be paid any time hereafter shall be payable proportionately by the Purchaser as well as the purchasers of other apartments /premises in the Building in proportion to the demand at any time.

The Promoter and the Purchaser represent and covenant to each other that they have full right and power to enter into this Agreement and that all the necessary permissions and/or approvals required to enter into this Agreement have been obtained by the parties respectively, prior to the execution of this Agreement and the parties doth hereby indemnify and keep indemnified each other of and from the same.

- 19. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.

- 20. Any delay tolerance or indulgence shown by the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliances of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.



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21. The Promoter has passed the Resolution in the meeting of the Board of Directors held on 25^h January 2019 whereby the Promoter has resolved to sell the said Apartment to the Purchasers herein and any one of the directors of the Promoter and/or Mr. Vinrendra Singh, Ms. Ekta Manchanda, Mr. Lalit Makhijani, Mr. Sushil Pattni & Ms. Richa Kumar of the Promoter have been authorized severally to conclude the terms of the sale and execute all the necessary documents in that behalf.

22. The Purchaser hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.

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23. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the apartment, which the respective Purchaser /s may sell, transfer / assign and shall be enforceable against all such transferees.

24. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.


PURCHASER/S

25. The Promoter at its sole discretion may assign or transfer all its rights and obligations or part thereof under this Agreement to any person or party. In the event of assignment or transfer as aforesaid, the Promoter's liability under this Agreement shall stand terminated from the date of such assignment or transfer, and the same shall be assumed by its assignee expressly.

26. All disputes and difference between the parties in any way arising out of or relating to this Agreement or any subsequent writing shall be referred to arbitration of a sole arbitrator to be appointed by the Promoter. The Purchaser/s expressly agrees to accept such reference and shall not challenge the same on any ground. The arbitration shall take place in accordance with the provisions contained in the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The arbitration shall be held in Mumbai only. The arbitration proceedings shall be conducted in English language only. This Agreement shall always be subject to the provisions of the existing and prevailing laws of India.



27. The Purchaser alone shall be liable to pay the stamp and registration charges in respect of this Agreement and for lodging this Agreement and having the same registered and shall indemnify the Promoter and shall keep the Promoter indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto. The Promoter has informed the Purchaser that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Purchaser).

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28. It is abundantly made clear to the Purchaser that if the Purchaser is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act,

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1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Purchaser agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

29. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

30. The Promoter states that it is assessed to Income tax and the Permanent Account Number allotted to the Promoter is

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31. The Purchaser state/s that the he/she/it is assessed to Income tax and the Permanent Account Number allotted to the Purchaser is

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.


PURCHASER/S

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Land/Property on which "Indiabulls Sky")

All that piece or parcel of land or ground with buildings and structures standing thereon known as "Indiabulls Sky" bearing C.S. No. 882 admeasuring 4981.33 square meters or thereabouts popularly known as Agency Compound situated between Jagannath Bhatankar Marg and Fitwala Road, within the Registration District of Town Planning, Mumbai, Zone number 12/89 and bounded as follows:

C.S. No.	Admeasuring Square metres	North	South	East	West
882	4981.33	Jagannath Bhatankar Marg	Fitwala Road	CS no. 882/ part MCGM lad	Senapati Bapat Marg



THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Apartment and car parking spaces)

Apartment bearing No 2902 admeasuring 200.48 square metres carpet area equivalent to 2158 square feet of carpet area or thereabouts (inclusive of area of the balconies) located on the 29th floor of the Building Known as "Indiabulls Sky" on the said Property described in Second Schedule above referred to along with the right to use 4(Four) Covered Car Parking Space/s (Covered).

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SIGNED AND DELIVERED)
 By the within named Promoter)
 INDIABULLS PROPERTIES)
 PRIVATE LIMITED)
 Through its Authorised Representative)
Mr. Sushil Jethalal Pattni)
 In the presence of...)



1. Sunder
2. Mu

Sushil

SIGNED AND DELIVERED by the)
 Within named Purchaser)

KARTIK SHAH)

Kartik



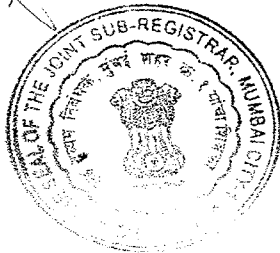
HITENDRA KESHAWI SHAH)

H. K. Shah



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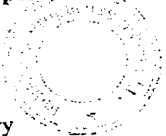


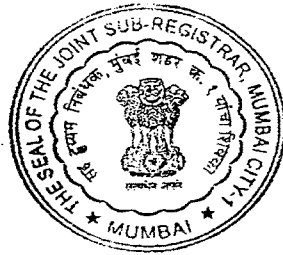
RECEIPT

Received of and from the withinnamed Purchaser/s, the sum of Rs. 4,69,94,155/- (Rupees Four Crore Sixty Nine Lakh(s) Ninety Four Thousand One Hundred and Fifty Five Only) being 50.00% of the Rs. 9,39,88,310/- (Rupees Nine Crore Thirty Nine Lakh(s) Eighty Eight Thousand Three Hundred and Ten Only) being the Purchase Price as within mentioned, to be paid by the Purchaser to the Promoter on or before execution of this Agreement.

WE SAY RECEIVED

For **Indiabulls Properties Private Limited**


Authorized Signatory 

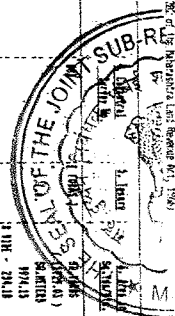


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Contract and Sale
Register No. 215
Page No. 49

SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS
(Prepared under Section 26 of the Maharashtra Land Revenue Act, 1956)

of the
Volume V of Series S. 5. Record



1. Sheet No.	2. Name of District	3. District No.	4. Taluqa	5. Village	6. Sub-Village	7. Land Revenue Survey No.	8. Sub-division No. (Consistent with the Bill No.)
01	COCHIN	010101					
9. Particulars of the Land							
10. Nature of the Land							
11. Nature of the Land							

1. Name of the Land: The name of the land is **SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS**

2. Name of the Land: The name of the land is **SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS**

3. Name of the Land: The name of the land is **SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS**

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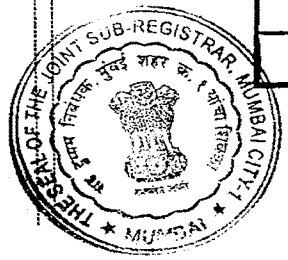
8. Name of the Land: The name of the land is **SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS**

9. Name of the Land: The name of the land is **SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS**

10. Name of the Land: The name of the land is **SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS**

11. Name of the Land: The name of the land is **SHRUTI REGISTERED FOR THE CONVEYANCE OF RIGHTS**

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2. FINES

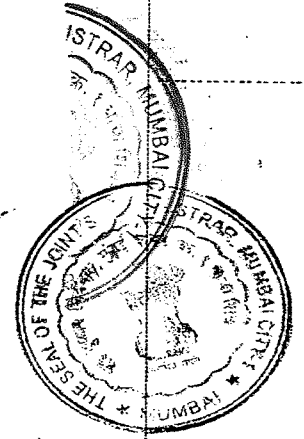
1- CASE NUMBER VIKR K.A.M. 18.11.79.
2- IN ORDER TO BE IN COMPLIANCE WITH THE PROVISIONS OF THE ACT AND THE RULES...
3- THE APPLICANT HAS BEEN ORDERED TO PAY THE FINES AS UNDER:-

101	1-2-1979 to 31-3-1979	Rs. 100.00	P.A.
102	1-4-1979 to 31-5-1979	Rs. 100.00	P.A.
103	1-6-1979 to 31-7-1979	Rs. 100.00	P.A.
104	1-8-1979 to 31-9-1979	Rs. 100.00	P.A.
105	1-10-1979 to 31-11-1979	Rs. 100.00	P.A.
106	1-12-1979 to 31-1-1980	Rs. 100.00	P.A.
107	1-2-1980 to 31-3-1980	Rs. 100.00	P.A.

4- ASSESSMENT IS ORDERED AS PER TABLE 101.
5- THE SAID APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-
6- THE APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-

7- THE APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-
8- THE APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-
9- THE APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-

10- THE APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-
11- THE APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-
12- THE APPLICANT IS ORDERED TO PAY THE FINES AS UNDER:-



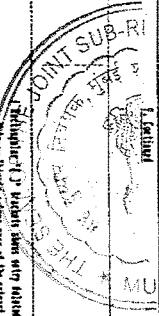
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12. 11. 2013

REGISTRATION NO. 12.11.2013 IN CASE OF THE DEPOSIT OF ORIGINALS OF
S.A. 12.11.2013 IN CASE OF THE DEPOSIT OF ORIGINALS OF
S.A. 12.11.2013 IN CASE OF THE DEPOSIT OF ORIGINALS OF
S.A. 12.11.2013 IN CASE OF THE DEPOSIT OF ORIGINALS OF

Name of Applicant: **SHRI. S. S. SHINDE**
Date of Application: **22 FEB 2013**
For purpose: **REGISTRATION**
Reference of Form: **REGISTRATION**
Date of Issue: **22 FEB 2013**



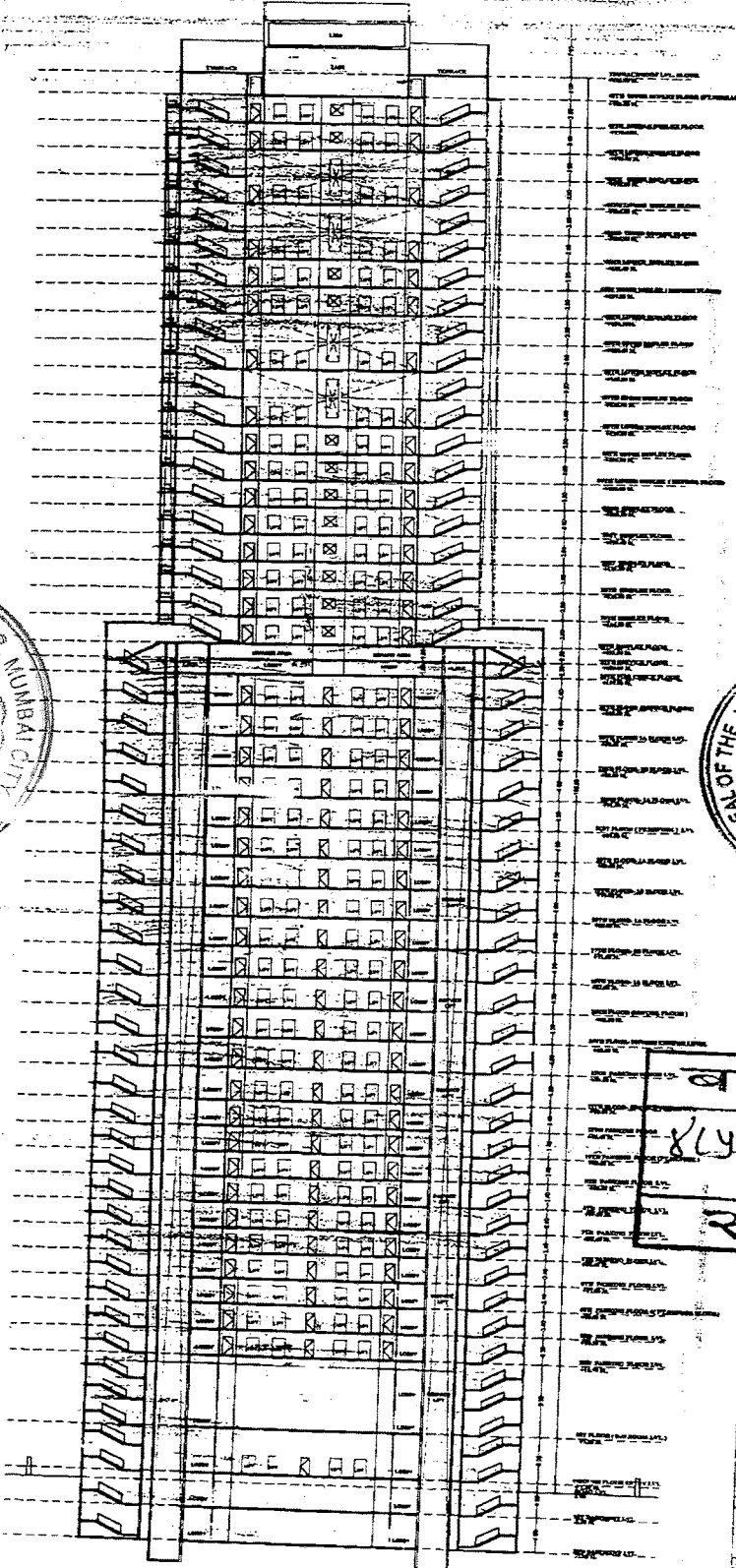
Superintendent
Mumbai City Survey and Land Records

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SECTION OF PLAN
Annexure B

SCALE OF DATE OF RECEIPT OF PLAN



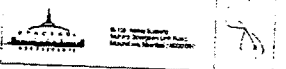
- Vertical list of structural and architectural specifications, including notes on reinforcement, concrete grades, and member details.



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SECTION B-B
SCALE - 1/20

REGULATIONS... PROVISIONS OF PROVISIONAL & TEMPORARY...
NAME AND ADDRESS OF ARCHITECT



Form 346
88

Ex. Eng. Bldg. Proposal (City) 1
in replying please quote No. E' Ward Municipal Offices, 3rd Floor,
and date of this letter. 10 B.K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. EB/1341/GS/A

No. E.B./CE/

BS/A		of 200	5	2006
84ye	22/9/05		Municipal Office, Mumbai 27/12/2005	
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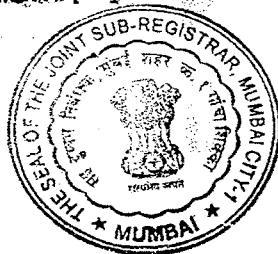
MEMORANDUM
Indiabulls Properties Pvt. Ltd.
64, 6th Floor, Free Press House,
Nariman Point, Mumbai- 400 021.

With reference to your Notice, letter No. 1509 dated 26.09.2005 and delivered on 26.09.2005 and the plans, Sections Specifications and Description and further particulars and detail of your building at Plot bearing C.S.No.882(Pt.) of Lower Parcel Divn. furnished to me under your letter, dated 26.09.2005. I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended upto-date; my disapproval by thereof reasons

A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

1. That the commencement certificate under Section 44/59(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be levelled, rodded, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O. for access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting the construction work and the access and set back land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C./E.E. (S.W.D.) of City before submitting Building Completion Certificate.
5. That the structural engineer will not be appointed. Supervision memo as per Appendix XI [Regulation 5(3) (ix)] will not be submitted by him.

Contd.... 2(a) -



() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 26th day of December, 2003 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

M. N. Patil
Executive Engineer, Building Proposals,
Mumbai City-I Wards.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Mumbai Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw No. 8 of the Corporation the following provisions shall apply to the building...
"No building shall be erected or added to any building...
"No building shall be erected or added to any building...
"No building shall be erected or added to any building...
"No building shall be erected or added to any building..."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is notified to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision shall be under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

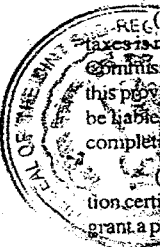
(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Mumbai Municipal Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval.

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No.EB/1341/QS/A

27/12/2005

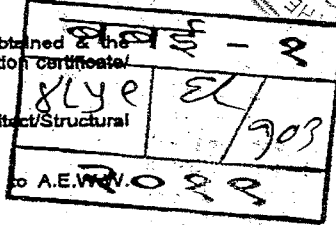
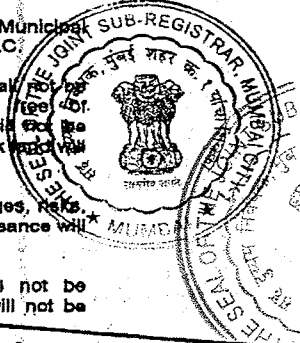
Special Instructions :

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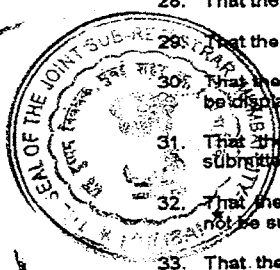
(9) That this intimation of disapproval (I.O.D.) is at the risk and cost of the applicant and subject to the stipulation mentioned in the interim order dtd. 15.12.2005 passed by the Supreme Court in S.L.P. No. 23040 (NTC Mills), the copy of the same is enclosed herewith.

Contd... (A).

6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the regular /sanctioned /proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.D.L.R. before applying for C.C.
8. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
9. That the registered undertaking and additional copy of plan shall be submitted for agreeing to hand-over the setback land (see for compensation and that the setback handing over certificate will be obtained from Ward Officer and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the indemnity Bond indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
11. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
12. That the requirements of N.O.C. of C.F.O. will not be obtained & the requisitions, if any, will not be complied with before occupation certificate/B.C.C.
13. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
14. That extra water and sewerage charges will not be paid to A.E.W.V. 'G/South' Ward before C.C.
15. That the Regd. Undertaking from the owners i.e. N.T.C. as well as India Bulls Properties Pvt. Ltd. for faithful compliance of the orders that will be passed by Hon'ble High Court in PIL bearing No. 482 of 2005 and orders passed by Hon'ble Supreme Court dated 11.5.2005 in SLP. & as per orders of Hon'ble Supreme Court in SLP 23040/2005 dtd. 15.12.2005.
16. That the premium/deposits as follows will not be paid -
 - a. Development charges as per M.R. & T.P. (Amendment) Act, 1992
 - b. Insecticide charges.



- c. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges to G/South Ward
- 17. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- 18. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
- 19. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
- 20. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
- 21. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
- 22. That the N.O.C. from B.E.S.T. for substation shall not be submitted.
- 23. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.
- 24. That the Regd. U/T against misuse of pocket terrace / part terrace / stilt shall not be submitted.
That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
- 25. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
- 27. That the U.L.C. affidavit and regd. U/T for U.L.C. shall not be submitted.
- 28. That the remarks from H.E. Department shall not be submitted.
- 29. That the debris shall not be dumped on the Municipal ground only.
- 30. That the board displaying the details of development of the work shall not be displayed at site.
- 31. That the remarks from E.E.(S.W.D.) for proposed S.W.D shall not be submitted before C.C.
- 32. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
- 33. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
- 34. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be



provided

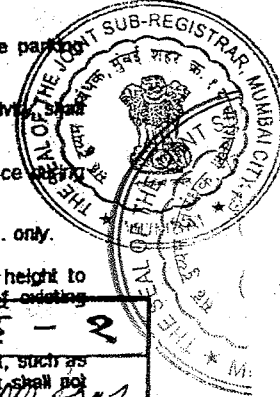
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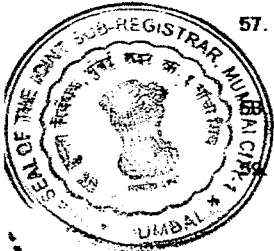
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35. That the copy of PAN card of the applicant shall not be submitted with requisite U/T.
36. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
37. That the encroachment on North-East corner of the plot facing to J. Bhatankar Road shall not be removed.
38. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. Instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
39. That the N.O.C. from E.E.T. & C. shall not be obtained for the parking before C.C.
40. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
41. That the N.O.C. from the adjoining residence to minimum Nuisance during construction activity shall not be submitted before C.C.
42. That work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
43. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
44. That the precautionary measures to avoid nuisance due to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
45. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
46. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
47. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
48. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No. Ch. Eng.(D.P.)/559/A of 15.4.1974.



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49. That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/JD-11 dated 2nd December 2003.
50. That the order of Hon'ble Supreme Court in SLP(C) of 7405 of 2005 and outcome of Public Interest Litigation No.482 of 2005 pending in High Court shall be binding upon.
51. That the clearance of M.O.E.F. as per Notification u/No.S.O.801(E) of 7.7.2004 shall not be obtained.
52. That the land proposed to be handed over to M.C.G.M. and MHADA which is earmarked at India United Mill No.2 & 3, New Hind Textile Mill. As per the approved layout of integrated development scheme of 7 NTC Mills in Mumbai vide No. Dy.Ch.E.B.P.(C)/3329/Gen/Estt dated 27.10.04 shall not be handed over before asking C.C.
53. That the physical R.G. having area 1190.79 SqM (20% of the net plot area) of C.S.No. 882 (Pt) the and shown green in colour on the plan shall be kept open and un-built upon and shall be developed as recreation ground by planting trees on the same ground or the periphery and shall be properly maintained by all subdivided / amalgamated plot holders.
54. That the mezzanine floor etc. shall not be constructed in between in future in existing retained structure of mill.
55. That the layout shall not be got amended as per modified D.C.Regn.58(1)(b) if the area of the plot in actual possession differs from the area in the layout approved under No. Dy.Ch.E.B.P.(C)/3329 /Gen/Estt dated 27.10.04 for integrated development scheme of 7 NTC Mills in Mumbai after survey carried out by City Survey Department.
56. That the clearance of outstanding dues of India United Mill No.2 & 3 and New Hind Textile Mill which are proposed to be handed over to M.C.G.M. and MHADA shall not be done.
57. That the Registered Terms & Conditions of approved layout of integrated development scheme of 7 NTC Mills in Mumbai vide No. Dy.Ch.E.B.P.(C)/3329/Gen/Estt dated 27.10.04 by NTC shall not be submitted.
- That the specific clearance from Secretary, Labour Department, Govt. of Maharashtra about clearance of all statutory dues shall not be submitted.
- That the compliance of the opening of an escrow account and deposit the sale proceeds into the said escrow account and following directives of Monitoring Committee as per provision of D.C.Regn. 58(8)&(9) to Jupiter Mill shall not be submitted.
60. That the compliance of layout condition i.e. submission of proposal for redevelopment belonging to Elphinston Mill & Mumbai Mill strictly in consonance with notification issued by Govt. of Maharashtra vide No.TPB 4302/830/CR/2003/AJ-11 dated 29.9.2004 shall not be complied with.
58. That the Registered Undertaking from NTC/ Indiabulls Properties Pvt. Ltd. shall not be submitted for faithful compliance of sanctioned scheme of redevelopment of NTC mills by BIFR dated 25.7.2002 .



58. That the Registered Undertaking from NTC/ Indiabulls Properties Pvt. Ltd. shall not be submitted for faithful compliance of sanctioned scheme of redevelopment of NTC mills by BIFR dated 25.7.2002 .	
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62. That the compliance of Layout conditions sanctioned U/No.CE/BP/SRD/002/AL/GS dated 5.11.1998 shall not be complied with.

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No.EB/1341/GS/A.

27/12/2005

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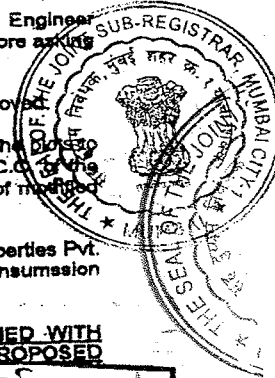
63. That the U.L.C. N.O.C. for India United Mills No.2 & 3 & New Hind Textile Mills earmark for M.C.G.M. & MHADA shall not be submitted.
64. That the acquisition remarks regarding acquisition of PG & M Δ P from A.E. (D.P.) (G/S) Ward shall not be submitted.

(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

1. That the requirement of N.O.C. from C.A., U.L.C. & R. Act, will not be complied with before starting the work above plinth level.
2. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
3. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
4. That the elevation treatment plan shall not be submitted & got approved.
5. That the fresh P.R. Card in the name of M.C.G.M. & MHADA for the plot to be handed over to M.C.G.M. / MHADA before granting further C.C. for the equivalent share of M.C.G.M. & Owners share as per provision of modified D.C.Reg. 58.
6. That the fresh P.R. Card in the name of owner i.e. Indiabulls Properties Pvt. Ltd. shall not be submitted before submission of plans for full consumption of F.S.I.

(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING :

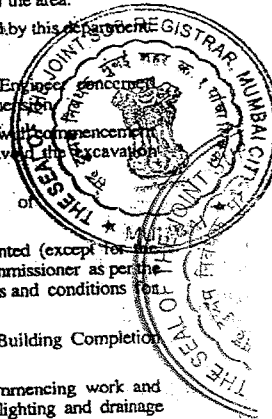
1. That the conditions mentioned in the clearance under No.C/PLG/D-III/22/8123 dated 15.10.2005 obtained from Competent authority under U.L.C. & R. Act, 1976 will not be complied with.
2. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home user will not be provided and the drainage system of the residential part of the building will not be affected.
3. That some of the drains will not be laid internally with C.I. Pipes.
4. That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/II of 26-6-1978.
5. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.



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NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand pits debris, etc. should not be deposited over footpaths, or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this authority.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office. Sub-Engineer's sanction and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer streer connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for fire construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Mumbai Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glace pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished

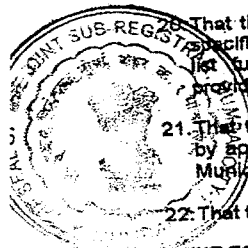
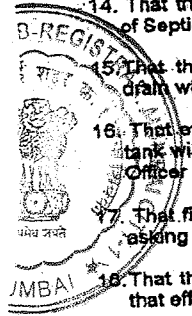


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- 6. That the existing well will not be covered with R.C.C. slab.
- 7. That 10'-0" wide paved pathway upto staircase will not be provided.
- 8. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
- 9. That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
- 10. That carriage entrance shall not be provided.
- 11. That the parking spaces shall not be provided as per D.C. Regulation No.36.
- 12. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
- 13. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
- 14. That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.
- 15. That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted.
- 16. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
- 17. That final N.O.C. from C.F.O./ Tree Authority shall not be submitted before asking for occupation permission.
- 18. That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
- 19. That the Fresh property card in the name of the owner shall not be submitted.
- 20. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
- 21. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner and shall not be provided.
- 22. That the recycling plant for waste water shall not be provided.

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:

- 1. That certificate under Section 270-A Of M.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

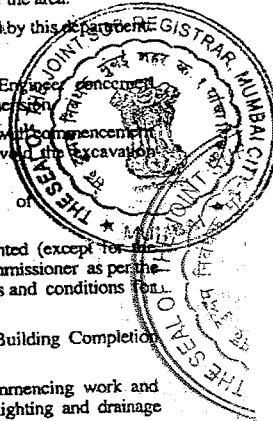


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Executive Engineer
Building Proposals (City)- I

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand & debris, etc. should not be deposited over footpaths, or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative sites to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for _____ construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Mumbai Municipal Corporation Act and as per the terms and conditions _____ sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.




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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (A) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 43 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plane should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The system shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be carmarked and extended 40 cms. above the top where they are to be fixed and the lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) ~~(a) The structure should be provided as required by the provisions of the Act.~~
~~(b) The structure should be provided as required by the provisions of the Act.~~
~~(c) The structure should be provided as required by the provisions of the Act.~~
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



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 Executive Engineer, Building Proposals
 2000, City-I, Mumbai

EB/1341/GS/A

MUNICIPAL CORPORATION OF GREATER MUMBAI
No.EB /1341/ GS/A

To,
 Architect
 M/s.Spaceage Consultants
 Architect
 B-106, Natraj Building
 Mulund-Goregaon Link Road
 Mulund (West),
 Mumbai -400080

Ex. Eng. Bldg., Proposal (City) - I
 'E' Ward, Municipal Office - 3rd Floor,
 10, S. K. Hafizuddin Marg, Byculla,
 Mumbai - 400 008.

Sub: Proposed redevelopment on plot of Jupiter Textile
 Mill (N.T.C. Mill) having C.S. No. 882 (part of Tower)
 Parel Division in G/South Ward.

Sir,

With reference to above letter, this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions

1. That all the conditions of I.O.D. under even No. dated 27.12.2005 and amended plan approval letters dated 11.6.2007, 31.12.2007, 15.10.2008 and 14.1.2011 shall be complied with
2. That the revised structural design/calculations/details/drawing shall be submitted
3. That the conditions mentioned in C.F.O. N.O.C. u/No.FB/HR/City/333 dated 3.9.2012 shall be complied with
4. That the premium shall be paid towards following before endorse C.C. as per amended plans :-
 - a. Staircase, lift, lift lobby area
 - b. Balance development charges
5. That occupation certificate shall not be asked unless land of R.G. share in India United Mill No.2 and 3 is transferred in the name of M.C.G.M.

A set of amended plans duly stamped / signed in token of approval is hereby returned.

Yours faithfully,

sd/—

Executive Engineer
(Building Proposal) City-I

- Copy to :
1. M/s. India Bulls Properties Pvt. Ltd. *12/16/10/12*
 Indiabulls Finance Center
 15th Floor, Tower A
 Senapati Bapat Marg, Elphinstone
 Mumbai 400 013
 2. Asst. Commissioner G/South Ward

16/10/12
Executive Engineer
(Building Proposal) City-I

S/GS-1341A

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/1341/GSIA of 019/2006

COMMENCEMENT CERTIFICATE

To,

India Bulls Properties Pvt. Ltd.

S.P. Center 'C' Wing 41/44.

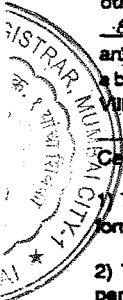
Mingo Desai Marg

Near Radio club, Colaba, Mumbai - 400005

Prop. Bldg. Proposal (City)
E' Ward Municipal Offices, 3rd Floor,
10 S.K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

Sir,

With reference to your application No. 2182 dated 26/9/2005 for Development Permission and grant of Commencement Certificate under Section 44 and 68 of the Maharashtra Regional and Town planning Act, 1966, to carry out development for Prop. Commercial bldg. on plot bearing C.S. No. 882(CPT) of Lower Parel Div. in G/S Ward for Jupiter Text. Milk and building permission under section 346 of the Bombay Municipal Corporation Act, 1958, to erect a building in Building No. - on Plot No./C.S.No./C.T.S. No. 882 (CPT) Division/Lower Parel Division Village/Town Planning Scheme No. Elephinstan Road Situated at Road/Street Lower Parel Division Ward G/S the Commencement Certificate/ Building permit is granted on the following conditions:-



- 1) The land vacated in 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 & 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 sanction 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 for 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 Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

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P.T.O.

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. Y. L. PARAB. Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto 31st August 2007

This C.C. is issued for the work upto plinth level only.

For and behalf of Local Authority
The Municipal Corporation of Greater Mumbai.

Y. L. Parab
09/08/07
Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/1341/95/A of 1-27/10/09

This C.C. is endorsed upto plinth i.e. upto top of upper basement as per amended plan dt. 15/10/09

EB/1341/95/A of 06-12-2009 AEBPC VII

This C.C. is endorsed upto 12th parking floor as per amended approved plan dated 15-10-2009

EB/1341/95/A of 14/01/11 AEBPC VII

This C.C. is endorsed upto 25th floor as per amended approved plan dated 11.01.11

EB/1341/95/A of 17-10-12 AEBPC

This C.C. is endorsed upto 40th floor as per amended approved plans dt. 16/10/2012

EB/1341/95/A of 17-12-2013 AEBPC III

This C.C. is endorsed as full C.C. upto top of 48th floor with top of overhead water tank, lift machine room above as per amended approved plan dated 17/05/2013

Y. L. Parab
18/5/13
AEBPC III



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EB/1341/GS/A

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/1341/GS/A dt. 14/03/16

**FULL OCCUPATION Under Regulation 6(7)* and
BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)***

To,
✓ M/s. Indiabulls Properties (P) Ltd.
Indiabulls Finance Centre.
15th floor, Tower A
Senapati Bapat Marg, Elphinstone
Mumbai- 400 013

Ex. Eng. Bldg., Proposal (City)-I
New Municipal Building, C. S. No. 355 B,
Shegan Walsali Chok, Vidyalankar Marg,
Opp. Harshan Mandir,
Salt Pan Road, Antophr, Wadala (East)
Mumbai 400 037

Sub: Full occupation to residential building on plot of
Jupiter Textile Mill (N.T.C. Mill) having C.S. No. 882
(Pt.) of Lower Parel Division in G/South Ward.

Ref:- Your letter dt. 3.2.2016.

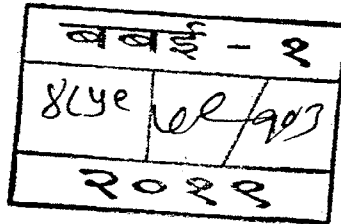
Gentleman,

The full development work of residential building comprising of double Basement + stilt on ground + 13th upper parking floors + fitness centre on 14th upper floor + service/refuge floor on 15th upper floor + 16th to 48th upper residential floors on plot bearing C.S. No. 882 (Pt.) of Lower Parel Division, Senapati Bapat Marg, Mumbai is completed under the supervision of Shri Shashikant Jadhav, License Surveyor, Lic. No. J/187/LS, Shri Rajesh Kawa, Lic. No. K/246/SS-II, Site Supervisor and Shri Achyut Watve of JW Consultants LLP, R.C.C. Consultant, Lic. No. STR/W/10 and as per development completion certificate submitted by the License Surveyor and as per completion certificate issued by Chief Fire Officer w/No. FB/HRC/RII/59 dt. 19.1.2016, the same may be occupied and completion certificate submitted by you is hereby accepted.

A set of certificate completion plan is attached herewith.

Yours faithfully,

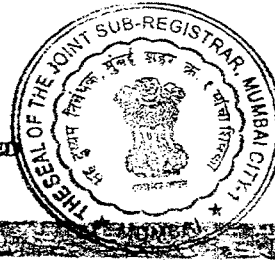
14/3/16
Executive Engineer,
Building Proposals(City)-II





TITLE REPORT

QUERIST : INDIABULLS PROPERTIES PRIVATE LIMITED



1. DESCRIPTION OF THE SAID PROPERTY

All that pieces or parcels of land belonging to National Textile Corporation (South Maharashtra) Limited - Unit: Jupiter Textile Mills, situated at Balaseth Murudkar Marg, adjoining to Senapati Bapat Marg, Elphinstone Road, Mumbai 400 013 situated within a Mumbai Municipal Limit and Residential/Commercial Zone bearing CS No.882 admeasuring 5,888.14 square meters or thereabouts (as per MCGM letter dated 16th May 2008, the actual area admeasures about 4981.38 sq. mtrs.) popularly known as 'Agency Compound' situated between Jagannath Bhatankar Marg and Fitwala Road, within the Registration District of Town Planning, Mumbai, Zone No.12/89 together with structure/building standing thereon namely "Sky" and bounded as follows:

Cadastral Survey No.	Admeasuring square meters	North	South	East	West
882 (Part)	5,888.14 square meters (4981.38 square meters as per MCGM letter 16.05.2008)	Jagannath Bhatankar Marg	Fitwala Road	CS No.882/ part MCGM	Senapati Bapat Marg

(hereinafter be collectively referred to as "said property")

2. DOCUMENTS AVAILABLE FOR TRACING TITLE OF THE SAID PROPERTY

Photocopies of the documents mentioned hereinbelow are made available to us for the issuance of Title Report.

1. Sale Deed dated 15th July 2005 registered in the office of Sub-Registrar Mumbai at Sr. No. 6776/2005 executed by The National Textile Corporation (South Maharashtra) Limited (Unit: Jupiter Textile Mills) in favour of Indiabulls Properties Private Limited.

2. Commencement Certificate dated 1st September 2006 issued by Municipal Corporation of Greater Mumbai in favour of Indiabulls Properties Private Limited bearing No. EEBPC/1341/GS/A of 01/09/2006 duly revised from time to time and last endorsed on 18th May 2013 as full C.C. for 48 floors.

3. Letter dated 16th May 2008 addressed by Municipal Corporation of Greater Mumbai to M/s. Spaceage Consultants bearing No. EB/1341/GS/A 16/5/08.

4. Letter dated 30th October 2010 addressed by the Secretary, Environment department & M.S., SEIAA to M/s. Indiabulls Properties Pvt. Ltd. bearing No. SEAC - 2010/CR198/TC-2 regarding Environmental Clearance.

5. Letter dated 9th December 2011 addressed by Dy. General Manager (A.T.C./N.O.C.) to M/s. Spaceage Consultants granting NOC for height clearance.

6. Agreement for Sale and Transfer of RG/FSI TDR dated 12th March 2012 registered in the office of Sub-Registrar Mumbai at Sr. No. 1823/2012 executed by The National Textile Corporation Limited (Western Region) in favour of Indiabulls Properties Private Limited.

7. Letter dated 17th May 2013 addressed by Municipal Corporation of Greater Mumbai to the Architect, M/s. Spaceage Consultants bearing No. EB/141/GS/A dt. 17/05/13 for approval of amended plans.

8. Letter dated 1st July 2013 addressed by the Secretary, Environment department & M.S., SEIAA to M/s. Spaceage Consultants bearing No. SEAC -2010/CR198/TC-2 regarding correction in the Environmental Clearance granted to M/s. Indiabulls Properties Pvt. Ltd. vide letter dated 30th October 2010.

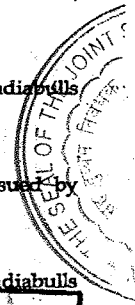


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9. Property card for C.S. No. 882 forming part of the office record of the Superintendent, Mumbai City Survey and Land Records issued on 30th October 2014.
10. Deed of Accession dated 2nd September 2014 executed between Central Bank of India, Axis Bank Limited, IDBI Trusteeship Services Ltd. and Indiabulls Properties Private Limited.
11. Deed of Adherence dated 2nd September 2014 executed between Central Bank of India, Axis Bank Limited and Indiabulls Properties Private Limited
12. Bank Account Statement (loan statement of Central Bank of India) of Indiabulls Properties Private Limited for the period of 1st April 2014 to 31st March 2015.
13. Certificate of Registration for Modification of Charge dated 23rd January 2015 issued by Registrar of Companies and challan.
14. No Dues certificate dated 21st January 2015 issued by Axis Bank in favour of Indiabulls Properties Private Limited.
15. Repayment schedule of Indiabulls Properties Private Limited



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PROCESS FOLLOWED FOR TRACING OF TITLE

This Title Report is issued solely on the basis of the documents made available to us and is subject to Search to be taken of the Index II entries in the concerned office of the Sub-Registrar of Assurances, Mumbai and search in the office of Registrar of Companies.

FLOW OF TITLE OF THE SAID PROPERTY

This report is strictly based on the documents made available to us as enumerated in clause 2 herein above.



3



i. Prior to the year 1948, one David Mills Company Limited was seized and possessed of and/or otherwise well and sufficiently entitled to all those piece and parcels of lands and grounds together with a textile undertaking companies, interalia, of structures thereon situated, situated between Jagannath Bhatankar Marg and Fitwala Road, within the Registration District of Town Planning, Mumbai, Zone No.12/89 including the said property.

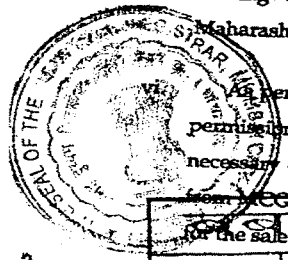
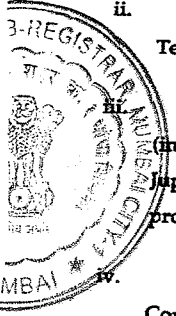
ii. Thereafter, the name of the said David Mills Company Limited was changed to Jupiter Textile Mills Limited.

In or about 1948, The Hind Mills Company Limited acquired, interalia, the assets (including the said property) of Jupiter Textile Mills Limited. Thereafter, Ahmadabad Jupiter Spinning and Wearing Company Limited purchased the assets (including said larger property) of The Hind Mills Company Limited.

iv. As per the Resolution passed at the 11th Meeting of the Board of Directors of the Corporation held on June 15, 1976, the said Ahmadabad Jupiter Spinning & Weaving Company Limited was renamed as Jupiter Textile Mills.

v. The National Textile Corporation Limited (hereinafter referred to as the "said corporation") being empowered under The Sick Textile Undertaking (Nationalization) Act, 1974, acquired said property alongwith the adjoining property bearing C.S. No. 841. The said Corporation effected transfer of its right, title and interest in the aforesaid property bearing CS Nos. 841 and 882 in favour of the National Textile Corporation (South Maharashtra) Limited being the wholly owned subsidiary of the said Corporation.

As per the Rehabilitation Scheme sanctioned by the BIFR and after obtaining necessary permission for closure of mills from the Directorate of Industries New Delhi and obtaining necessary clearance under Regulation 58 of Development Control Rules for Mumbai 1991 from the National Textile Corporation (South Maharashtra) Limited invited tenders for the sale of the said larger property.



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vii. The National Textile Corporation (South Maharashtra) Limited thereafter vide Sale Deed dated 15th July 2005 registered with the office of the Joint Sub-Registrar, Mumbai-2 bearing Sr. No. 6776/2005 sold, transferred and conveyed its right, title and interests in said larger property in favor of the M/S. Indiabulls Properties Private Ltd. by virtue of which Indiabulls Properties Private Ltd. became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property alongwith the adjoining property bearing C.S. No. 841. Accordingly, the name of Indiabulls Properties Private Limited was mutated on the property card in respect of the said property.

viii. It appears from the property card issued on 30th October 2014 that the property bearing C.S. No. 882 admeasures about 9719.97 sq. mtrs. and the name of Indiabulls Properties Private Limited is mutated in the revenue record in respect of the same.

ix. It is seen from Commencement Certificate dated 1st September 2006 that the Municipal Corporation of Greater Mumbai (MCGM) was pleased to grant development permissions in favour of Indiabulls Properties Private Limited vide Commencement Certificate bearing No. EEBPC/1341/GS/A of 01/09/2006 under Section 44 of 69 of the Maharashtra Regional and Town Planning Act, 1966 on terms and conditions as mentioned therein. It is further seen that the MCGM has duly revised the Commencement Certificate from time to time and lastly vide endorsement dated 18th May 2013 endorsed it as full C.C. upto top of the 48 floors with top of over head water tank, lift machine room above as per approved plan dated 17th May 2013.

x. It is seen from the letter dated 16th May 2008 addressed by the MCGM to M/s. Spaceage Consultants bearing No. EB/1341/GS/A 16/5/08 that the MCGM informed Indiabulls Properties Private Limited that the area available for development on C.S. No. 882 (Part) is 4981.38 sq. mtrs after examining layout and calculations as permissible and in view thereof, instructed M/s. Spaceage Consultants to submit amended plans considering plot area of 4981.38 sq. mtrs. permissible as per approved layout under plan no. Ex.Eng.(B.P.) City/BP/SRD/002/AL/GS dt. 5.11.1998 and 23.07.2002. It is therefore, seen that the actual area of C.S. No. 882 (Part) is 4981.38 sq. mtrs.





xi. It is seen from the letter dated 30th October 2010 addressed by the Secretary, Environment department & M.S., SEIAA to M/s. Indiabulls Properties Pvt. Ltd. bearing No. SEAC -2010/CR198/TC-2 that vide said letter the Environment Department, Government of Maharashtra was pleased to grant Environmental Clearance for "882 Indiabulls" project on the terms and conditions as mentioned therein and particularly for construction of residential building with construction area of 61,600 sq. mtrs. with 2 basement and 56 floors with 98 flats.

xii. It is seen from the letter dated 9th December 2011 addressed by Dy. General Manager (A.T.C./N.O.C.) to M/s. Spaceage Consultants that vide said letter the Airports Authority of India, Western Region HQRS was pleased to grant NOC for height clearance on the terms and conditions as stated therein. It is seen that the permissible height is 264.31 Meters and the said NOC was issued as per the approval of Ministry of Civil Aviation vide letter No. AV19032/003/2009-AAI(Part-I) dated 19.04.2011. It is further seen that the NOC dated 9th December 2011 supersedes NOCs issued vide letter dated 20.07.2010.



xiii. It is seen from the Agreement for Sale and Transfer of RG/FSI TDR dated 12th March 2012 registered in the office of Sub-Registrar Mumbai at Sr. No. 1823/2012 that The National Textile Corporation Limited (Western Region) released and discharged in favour of Indiabulls Properties Private Limited all its right to use the RG FSI/TDR to the extent of 1,25,000 sq. ft. on the said property for a consideration and on the terms and conditions as mentioned therein.

xiv. It is seen from the letter dated 17th May 2013 addressed by MCGM to the Architect, M/s. Spaceage Consultants bearing No. EB/141/GS/A dt. 17/05/13 that vide said letter the MCGM was pleased to approve the amended plans submitted by the Architect for proposed redevelopment on C.S. No. 882 on the terms and conditions as stated therein.



xv. It is seen from the letter dated 1st July 2013 addressed by the Secretary, Environment department & M.S., SEIAA to M/s. Spaceage Consultants bearing No. SEAC - 2010/CR198/TC-2 that vide said letter the Environment Department amended the Environmental Clearance granted to M/s. Indiabulls Properties Pvt. Ltd. vide letter dated

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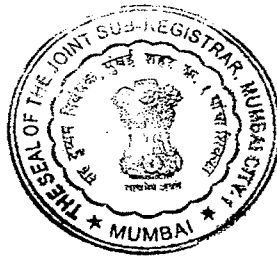
30th October 2010 with proposed amended (as approved by MCGM) for construction area of 66,875 sq. mtrs. as per approved amended plans dated 16th October 2012.

xvi. It is seen from Deed of Accession dated 2nd September 2014 that the Central Bank of India has agreed to be a new lender for the beneficiaries under Escrow Account Agreement dated 6th August 2013 being Axis Bank Limited, IDBI Trusteeship Services Ltd. and Indiabulls Properties Private Limited in respect of loans of Rs. 300 Crores with a run down balance of Rs. 2,29,78,72,340/- and further became entitled to all the rights and benefits and bound by and agreed to comply with all the obligations expressed to be assumed by it as a Lender under the Escrow Account Agreement with effect from Accession date being 2nd September 2014.

xvii. It is seen from Deed of Adherence dated 2nd September 2014 that it was executed to supplement the Lender's Agent Agreement dated 6th August 2013 executed between the Indiabulls Properties Private Limited as Borrower and Axis Bank as Lender/Lender's Agent and thereby the Central Bank of India agreed to be bound by the Lender's Agent Agreement as a Lender as if it had been an original party to the Lender's Agent Agreement in that capacity and became Lender for Loan-II for in respect of loans of Rs. 300 Crores with a run down balance of Rs. 2,29,78,72,340/-.

xviii. It is seen from No Dues certificate dated 21st January 2015 in the name of Indiabulls Properties Private Limited that Axis Bank Limited certified there is no amount outstanding/dues on the company i.e. Indiabulls Properties Private Limited in their books with respect to Credit facilities of Rs. 650 Crores and the same has been repaid in full along with interest thereon.

xix. It is seen from the Certificate of Registration for Modification of Charge dated 23rd January 2015 and challan that the Registrar of Companies has certified that out of total loan of Rs. 650 Crores, sanctioned earlier by Axis Bank Limited (Rs. 350 Crores) and by Central Bank of India (Rs. 300 Crores), loan of Axis Bank Limited (Rs. 350 Crores) has been repaid. It is further clarified that the Charge dated 6th August 2013 stands modified on 22nd January



2015 to the effect that the Charge shall operate as first charge for securing Term Loan of Rs. 300 Crores sanctioned by Central Bank of India.

xx. It is seen from Bank Account Statement (loan statement of Central Bank of India) of the Indiabulls Properties Private Limited for the period between 1st April 2014 to 31st March 2015 that the outstanding amount as on 31st March 2015 is Rs. 185,10,57,379.62/-.

xxi. It is seen from copy of repayment schedule of Indiabulls Properties Private Limited that the outstanding amount as on June 2015 is Rs. 165,95,74,470/-.



Upon perusal of the copies of the documents made available to us in respect of the said property, we are of the opinion that, Indiabulls Properties Private Limited has clear and marketable title in respect of the said property subject to mortgage of Central Bank of India of Rs. 165,95,74,470/- and obtaining requisite permissions from the planning authority and other concerned authorities in addition to what have been obtained earlier and mentioned hereinabove.

Thanking you.

Yours Sincerely,

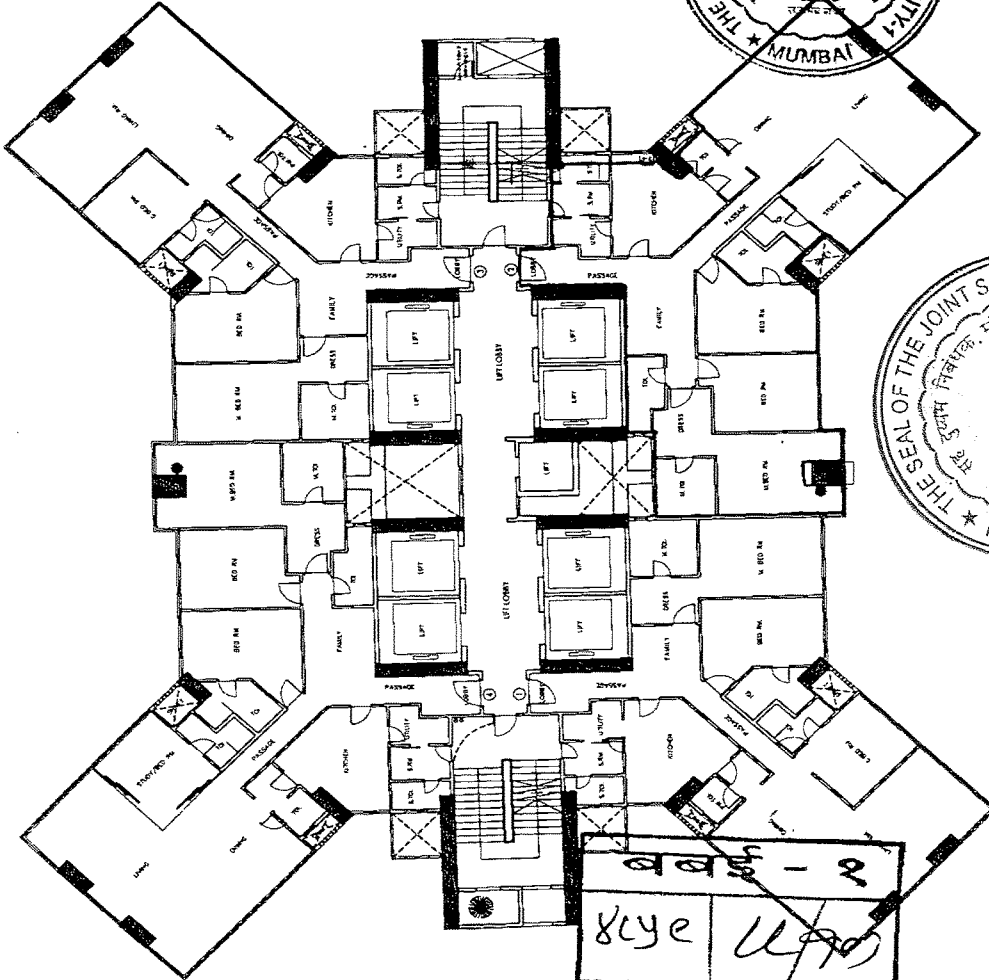
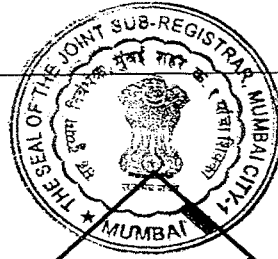
For VIDHII PARTNERS, Mumbai

(Signature)
Ajay Mone

Dated 25th June 2015

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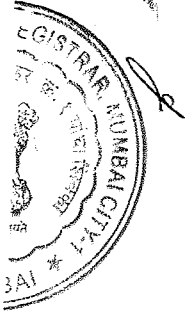
FLOOR: 29th FLAT NO. 2902
TYPICAL FLOOR PLAN: (29th, 30th, 31st, 32nd, 33rd)
AS PER CHANGE IN CLAUSE 1107H
IN AND NOT TO SCALE
FOR MUMBAI CITY
FOR MUMBAI CITY
FOR MUMBAI CITY

[Handwritten signatures and initials]

Annexure G

(Description of the Common areas and facilities)

1. Parking in Basement, Ground/Stilt and Podium;
2. Entrance foyer (lobby);
3. Lift;
4. Staircases;
5. Refuge Areas;



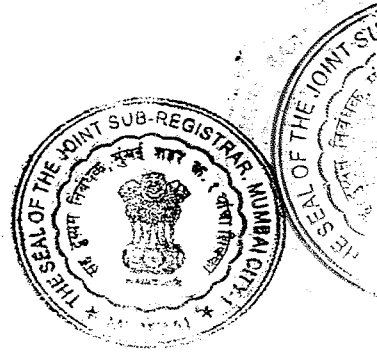
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Annexure H

(Schedule for payment of Purchase Price)

No.	Installment Name
1	Booking Amount
2	50% of Agreement Value within 30 days (less booking amount)
3	50% of Agreement Value on offer of Possession + Other Charges

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Annexure I
(Description of the Fixture, fittings and facilities)

Annexure			
Sky 882			
Finishing Specifications			
	Location	Specifications	
Flat Finishes	Living, Dining & Passage	Imported /Italian Marble Flooring	
	Master Bedroom	Imported /Italian Marble Flooring	
	All Bedroom	Imported/Italian Marble Flooring	
	Kitchen	Modular Kitchen with Sink and drain board,Vitrified Tiles	
	Wall Finishes	Gypsum Plaster with high quality paint to achieve best finish	
	Toilets	High End Finishes & luxury fittings	
	Fitted Doors	High Performance Door with Reputed Hardware & Locks & stoppers for all rooms	
	Electricals Switches	High Quality Modern Designer Switches multiple option sockets in all rooms	
	Windows	High Performance Glazing / Windows with an ability to withstand wind pressures	
	Air Condition	Providing sieeves and wiring for installing VRV AC units in the Flat	
	Safety Devices	Gas Leak Detector/ Fire Detector in Kitchen Automatic Sprinkler System in each flat	
	Common Area Facility and Finishes	Entrance Lobby	Luxurious Lobby with Imported Marble & high performance glazing
		Typical Lobby	Imported Marble
Lifts		High Speed Passenger & Service elevators	
Other Amenities		Club equipped with Gymnasium/Fitness center, indoor Games Area Landscaped Podium Childrens Play Area	
Building Security		Advance building Security system including CCTV	



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DATED THIS DAY OF 20

INDIABULLS PROPERTIES PRIVATE
LIMITED

..... Promoter

AND

_____ Purchaser

AGREEMENT FOR SALE



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INDIABULLS PROPERTIES PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON JANUARY 25, 2019 AT GURUGRAM

“RESOLVED THAT in supersession to all earlier authorizations given by the Board in this behalf, Mr. Virendra Singh, Ms. Ekta Manchanda, Mr. Lalit Makhijani, Mr. Sushil Pattni and Ms. Richa Kumar, as Authorised Signatories of the Company, be and are hereby severally authorised to sign and execute Flat Buyer Agreement(s)/ Sale Agreement(s)/ Conveyance Deed(s)/Sale Deed(s)/NOCs/Undertaking(s) and all other requisite application(s)/ papers/ documents/deeds/affidavit etc. for sale of Residential space at Company’s Projects named “Sky Forest” and “Sky 882” situated at Plot nos. 841 & 882, Off Senapati Bapat Marg, Elphinstone Road, Mumbai - 400013, and to represent/appear on behalf of the Company before the relevant authorities for the purpose of registration thereof before the Registrar/Sub-Registrar, as applicable, and to do all such acts, deeds and things as may be deemed necessary in the matter.

RESOLVED FURTHER THAT the aforesaid authorised signatories of the Company, be and are hereby further authorised to delegate the authority, to present the Sale Agreements before the relevant registration authorities, in favour of Mr. Zile Singh, authorised representative of the Company.

RESOLVED FURTHER THAT the aforesaid authorised signatories of the Company, be and are hereby further severally authorized, to sign and execute MOUs/ Agreements with various Banks/Finance Companies etc. for making available loans/finance to prospective buyers of aforesaid Residential space and also to sign and execute Tri-partite Agreement(s) and Permission to Mortgage on behalf of the Company, with Banks/Finance Companies and prospective buyers, on availing of such loan by buyers.

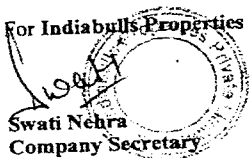
RESOLVED FURTHER THAT the aforesaid authorised signatories of the Company, be and are hereby further severally authorized, to sign all communications, to be made on behalf of the Company in aforesaid matters, including Demand Letters, Termination Notices, Forfeiture Notices, Cancellation of Property/Project Letters, Welcome Letters, NOC/ PTM / Bank Letters etc. as may be required.

RESOLVED FURTHER THAT the Directors and Secretary of the Company, be and are hereby severally authorized, to sign and forward a certified copy of this resolution to any person/authority, as may be required for giving effect to the above resolution.



For Indiabulls Properties Private Limited

Swati Nehra
Company Secretary

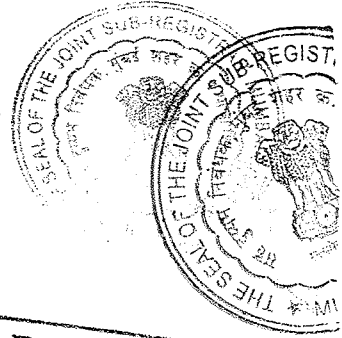


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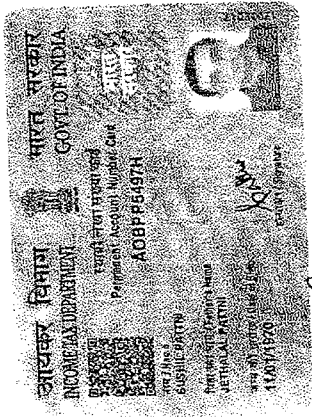
Registered Office: Plot No. 448-451, Udyog Vihar, Phase - V, Gurugram, Haryana Tel: (0124) 3989 555 Fax: (0124) 6681 111
(CIN: U45201HR2005PLC000000)



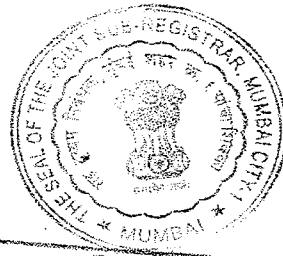
आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
INDIABULLS PROPERTIES PRIVATE
LIMITED
16/03/2005
Permanent Account Number
AAEC12417R



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KARTIK HITENDRA SHAH
HITENDRA KESHAVJI SHAH
19/01/1989
Permanent Account Number
BKEPS0252B



26022007

Keshavji
Signature




Keshav

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आयकर विभाग
 INCOME TAX DEPARTMENT
 HITENDRA KESHAVJI SHAH
 KESHAVJI RAVJI SHAH
 29/01/1964
 Permanent Account Number
 AADP88622G
 Hic sbob
 Signature

भारत सरकार
 GOVT. OF INDIA



Hic sbob
 Jax Registration



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THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 Model 2011 IN 11

Authorised to drive following class
 of vehicle & transport mode

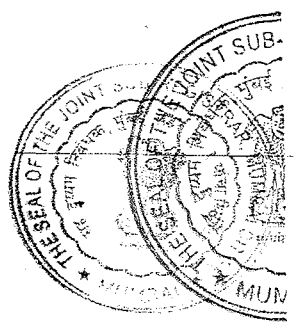
CVV 7201
 LMY 23-01-2011
 MCWG 23-01-2011

DOB : 21-05-1971 BG : O+

Name J. S. AG. SHINDE
 SOUV. C. J. AG. SHINDE
 Add. NEW PUNE ROAD, SHAWI, NO. 52, BSEI,
 MAHARASHTRA ROAD, CURRY ROAD,
 MUMBAI
 PIN : 400012

Signature & ID of Issuing Authority. *J. S. Ag. Shinde* MH01201126

Signature/Thumb Impression of Holder



बवई - २
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THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL No. MH01 20100103240 DOI: 19-10-2010
 Valid Till: 18-10-2030 (NT)

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

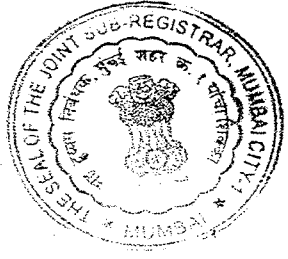
COV	DOI
MCWG	19-10-2010
LMV	19-10-2010

DOB: 20-12-1983 BG

Name: SANDEEP GADHEWAL
 S/D/W of RAMCHANDRA GADHEWAL
 A/cd. 41, EKTA PRASAD CO OP HSG SOC,
 P 2 MARG, SHRIRAM MILL ESTATE,
 LOWER PAREL, MUMBAI
 PIN: 400013

Signature & ID of Issuing Authority: MH01 201026

Signature/Thumb Impression of Holder



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318/4R59

शुक्रवार 26 जुलै 2019 4:51 म.नं.

दस्ता गोपवारा: १०२/१०३

बबड 1

दस्ता क्रमांक: 4859/2019

दस्ता क्रमांक: बबड 1 /4859/2019

बाजार मूल्य: रु. 9,59,64,212/- मोबदला: रु. 9,39,88,310/-

भरलेले मुद्रांक शुल्क: रु.57,61,000/-

दु. नि. सह. दु. नि. बबड 1 यांचे कार्यालयात

पावती: 6290

पावती दिनांक: 26/07/2019

अ. क्र. 4859 वर दि. 26-07-2019

भाषण करणाराचे नाव: कार्तिक हितेंद्र शाह

रोजी 4:47 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्ता दाखणी फी

रु. 2060.00

पुस्तकी संख्या: 103

एकुण: 32060.00

दस्ता हजर करणाऱ्याची सही:

दुय्यम निबंधक, मुंबई-1

दुय्यम निबंधक, मुंबई-1

दस्तावा प्रकार: करारनामा

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

शिक्का क्रं. 1 26 / 07 / 2019 04 : 47 : 57 PM ची वेळ: (सादरीकरण)

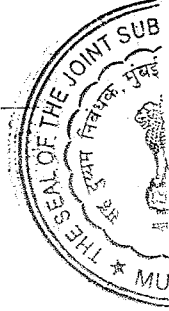
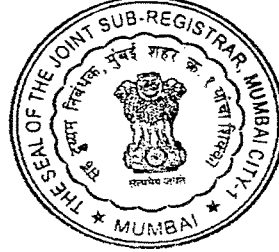
शिक्का क्रं. 2 26 / 07 / 2019 04 : 51 : 41 PM ची वेळ: (फी)

प्रतिज्ञापत्र

महानगरपालिका हा नांदणी कायदा १९०७ च्या अन्वयेत भरलेल्या तरतुदीनुसारच नोंदणीस पात्र असलेला आहे. दस्तावा सादरीकरण व नोंदणी करितल्या कायदेप्रमाणे कोणत्याही कोणत्याही नागरी क्षेत्रात कोणत्याही बाबोसाठी दस्ता निमादक व कर्तव्यावरचे संपूर्णपणे जबाबदार राहतील.

लिहिण देणारे:

लिहिण देणारे:





दस्तावेज मागवारा भाग-2

बवड1 703/903
दस्तावेज क्रमांक:4859/2019

26/07/2019 4:50:03 PM

दस्तावेज क्रमांक :बवड1/4859/2019

दस्तावेजाचा प्रकार :करारनामा

अनु क्र.	पक्षदाराचे नाव व पत्ता	पक्षदाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: श्री. वि. प्रकाश प्रॉपर्टीज प्रायव्हेट लिमिटेड तसेच ऑथोरिटीज मिनेटरी स्थानिक पटनी पत्ता: अ. 62/63, माळा रोड, इमारतीचे नाव: कॅन्टिन्स, ब्लॉक नं. 1, रोड नं. 1, दिल्ली, CENTRAL DELHI पिन कोड: AABC13417R	विद्युत घेणार वय - 49 स्वाक्षरी:- <i>Prakash</i>		
2	नाम: श्री. वि. प्रकाश प्रॉपर्टीज प्रायव्हेट लिमिटेड तसेच ऑथोरिटीज मिनेटरी स्थानिक पत्ता: अ. 5 ए, वाडी मॅशन, मेट्रो मिनेटरीच्या मार्गे, श्री. वि. प्रकाश, मुंबई - 400 001, मनीन लॉन्डन MAHARASHTRA, MUMBAI, Non-Government पिन कोड: BKEPS0252B	विद्युत घेणार वय - 30 स्वाक्षरी:- <i>Prakash</i>		
3	नाम: श्री. वि. प्रकाश प्रॉपर्टीज प्रायव्हेट लिमिटेड तसेच ऑथोरिटीज मिनेटरी स्थानिक पत्ता: अ. 5 ए, वाडी मॅशन, मेट्रो मिनेटरीच्या मार्गे, श्री. वि. प्रकाश, मुंबई - 400 001, महागड मुंबई पिन कोड: AADPS8623G	विद्युत घेणार वय - 55 स्वाक्षरी:- <i>Prakash</i>		

वरील दस्तावेज कोणत्याही कारणांमुळे या दस्तावेजातून विलंबित करताना, व त्याचे बदल करताना, शिक्का क्र.3 ची दिनांक 26/07/2019 04:52:47 PM



शिक्का क्र.3 ची दिनांक 26/07/2019 04:52:47 PM

अनु क्र.	पक्षदाराचे नाव व पत्ता	पक्षदाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: श्री. वि. प्रकाश प्रॉपर्टीज प्रायव्हेट लिमिटेड तसेच ऑथोरिटीज मिनेटरी स्थानिक पत्ता: अ. 5 ए, वाडी मॅशन, मेट्रो मिनेटरीच्या मार्गे, श्री. वि. प्रकाश, मुंबई - 400 001, मनीन लॉन्डन MAHARASHTRA, MUMBAI, Non-Government पिन कोड: BKEPS0252B	विद्युत घेणार वय - 42 स्वाक्षरी:- <i>Prakash</i>		
2	नाम: श्री. वि. प्रकाश प्रॉपर्टीज प्रायव्हेट लिमिटेड तसेच ऑथोरिटीज मिनेटरी स्थानिक पत्ता: अ. 5 ए, वाडी मॅशन, मेट्रो मिनेटरीच्या मार्गे, श्री. वि. प्रकाश, मुंबई - 400 001, महागड मुंबई पिन कोड: AADPS8623G	विद्युत घेणार वय - 55 स्वाक्षरी:- <i>Prakash</i>		

शिक्का क्र.4 ची दिनांक 26/07/2019 04:53:06 PM

शिक्का क्र.5 ची दिनांक 26/07/2019 04:53:21 PM

प्रमाणित करणेत येई की या दस्तावेज एकाच... पाने आहेत. पुस्तक क्रमांक १, बवड-१/४८५९/२०१९ अन्वये मुंबई दिनांक 26 JUL 2019

सह दुय्यम निबंधक मुंबई शहर क्र. १.

EPayment Details

sr	Invoice Number	Defacement Number
1	2607201906170	0002356938201920
2	2607201906170	2607201906170D
3	2607201906170	2607201906170D



श्री. सुदीप र. ठोडवाल
यांना त्याचे ता. 30/06/19 चा अर्जानुसार
क ४८५९/१९ नक्कल दिली तारीख 30/06/19

सह दुय्यम निबंधक मुंबई शहर क्र. १.

संगणक खरी प्रत,
सह दुय्यम निबंधक
मुंबई शहर क्र. १.