

508/8459

पावती

Original/Duplicate

Wednesday, June 23, 2021

नोंदणी क्र.: 39M

4:07 PM

Regn.: 39M

पावती क्र.: 8989 दिनांक: 23/06/2021

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबई-4-8459-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: श्रीपाल राज लोढा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2700.00

पृष्ठांची संख्या: 135

एकूण:

रु. 32700.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
4:25 PM ह्या वेळेस मिळेल.

DELIVERED

सह दुय्यम निबंधक, मुंबई-4

वाजार मूल्य: रु.175630930.02 /-

मोबदला रु.190000000/-

भरलेले मुद्रांक शुल्क : रु. 5700000/-

सह, दुय्यम निबंधक वर्ग - २
मुंबई शहर क्र. ४

1) देयकाचा प्रकार: DHC रक्कम: रु.700/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2306202108061 दिनांक: 23/06/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2306202108008 दिनांक: 23/06/2021

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH014283810202021E दिनांक: 23/06/2021

बँकेचे नाव व पत्ता:

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2020/CR136/M1(Policy) :Mumbai : Mudrank 2020/CR136/M1(Policy) :Mumbai (01-01-2021 to 31-03-2021)



28/06/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

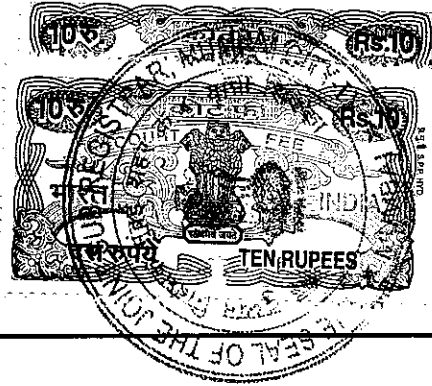
दस्त क्रमांक : 8459/2021

नोंदणी :

Regn:63m

गावाचे नाव : लोअर परेल

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	190000000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	175630930.02
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: फ्लॉट नं. ए 2 - 4703, माळा नं: 47 वा मजला आणि 48 वा मजला(इयुप्लेक्स), इमारतीचे नाव: विंग ए 2,इंडियाबुल्स स्काय फॉरेस्ट, ब्लॉक नं: सेनापती बापट मार्ग, रोड : एल्फिन्स्टन रोड,मुंबई - 400013, इतर माहिती: सोबत 5 कव्हर्ड कारपार्किंग स्पेसेस सहित. PUI: GS0705430040000 ((C.T.S. Number : 841 ;))
(5) क्षेत्रफळ	1) 4495.80 चौ.फूट
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पता.	1): नाव:-इंडियाबुल्स प्रॉपर्टीज प्रायवेट लिमिटेड तर्फे ऑथोराईज सिग्नेटरी ललित मखीजानी वय:-38; पता:-प्लॉट नं: एम 62/63, माळा नं: 1 ता मजला , इमारतीचे नाव: कन्नाट प्लेस, ब्लॉक नं: न्यू दिल्ली , रोड नं: -, दिल्ली, CENTRAL DELHI. पिन कोड:-110001 पॅन नं:-AABC13417R
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पता	1): नाव:-श्रीपाल राज लोढा वय:-62; पता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-66-67, शास्त्री नगर, जोधपुर, राजस्थान , ब्लॉक नं: -, रोड नं: -, राजस्थान, JODHPUR. पिन कोड:-342003 पॅन नं:-AAJPL2949L 2): नाव:-सरिता लोढा वय:-55; पता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-66-67, शास्त्री नगर, जोधपुर, राजस्थान , ब्लॉक नं: -, रोड नं: -, राजस्थान, जोधपुर. पिन कोड:-342003 पॅन नं:-AAJPL2956P
(9) दस्तऐवज करून दिल्याचा दिनांक	31/03/2021
(10)दस्त नोंदणी केल्याचा दिनांक	23/06/2021
(11)अनुक्रमांक,खंड व पृष्ठ	8459/2021
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	5700000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला

तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 23/06/2021) toMunicipal Corporation of Greater Mumbai.

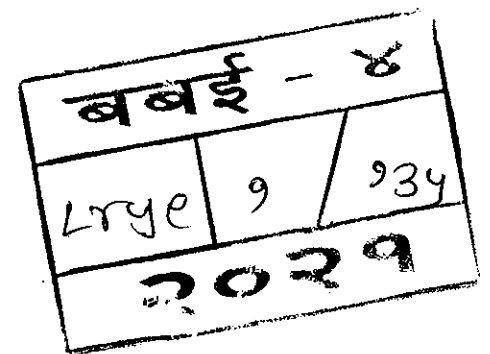
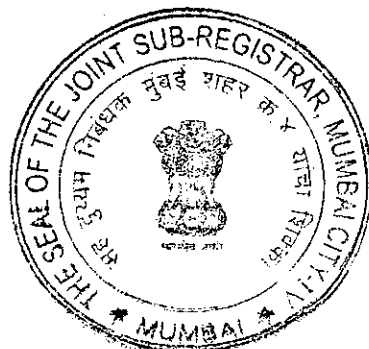
No need to spend your valuable time and energy to submit this documents in person.

शा. दुय्यम निबंधक वर्ग - २
मुंबई शहर क्र. ४

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202106232848	23 June 2021, 12:29:45 PM			
मूल्यांकनाचे वर्ष	2021				
जिल्हा	मुंबई(मेन)				
मूल्य विभाग	12-लोअर परेल डिव्हीजन				
उप मूल्य विभाग	12/93 भुभाग : उत्तरेस राव साहेब बोले मार्ग व जावळे मार्ग,पुर्वेस पश्चिम रेल्वे लाईन,दक्षिणेस सयानी रोड व भातनकर मार्ग यामधील त्रिकोनी भूभाग.				
सर्व्हे नंबर /न. भू क्रमांक :	सि.टी.एस. नंबर#841				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
111810	243500	276060	310210	235600	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	459.61चौरस मीटर	मिळकतीचा वापर-	इन्लेक्स	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर -	Rs.243500/-
उद्ववाहन सुविधा-	आहे	मजला -	31st floor And Above		
प्रकल्पाचे क्षेत्र-	2 to 10 hector				
Sale Type -	First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %) * 20 %				
प्रकल्पाचे क्षेत्रानुसार	इन्लेक्स करीता प्रती चौ. मीटर दर = Rs.306810/-				
मजला निहाय घट/वाढ	= 120% apply to rate= Rs.368172/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) =(((368172-111810) * (100 / 100))+111810) = Rs.368172/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 368172 * 459.61 = Rs.169215532.92/-				
E) बंदिस्त वाहन तळाचे क्षेत्र	69.7चौरस मीटर				
बंदिस्त वाहन तळाचे मूल्य	= 69.7 * (368172 * 25/100) = Rs.6415397.1/-				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी = A + B + C + D + E + F + G + H + I = 169215532.92 + 0 + 0 + 0 + 6415397.1 + 0 + 0 + 0 + 0 =Rs.175630930.02/-				

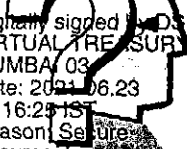
Home

Print



2	(IS)-508-8459	0001243525202122	23/06/2021-16:07:10	IGR549	5700000.00
Total Defacement Amount					57,30,000.00

Validity unknown


Digitally signed by DS
VIRTUAL TREASURY
MUMBAI 03
Date: 2021.06.23
16:16:25 IST
Reason: Secure
Document
Location: India



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

Receipt of Document Handling Charges

PRN 2306202108061

Receipt Date 23/06/2021

Received from INDIABULLS PROPERTIES PVT LTD, Mobile number 0000000000, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered on Document No. 8459 dated 23/06/2021 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED

₹ 700

DEFACED

Payment Details

Bank Name KKBK

Payment Date 23/06/2021

Bank CIN 10004152021062307244

REF No. 0141882137

Deface No 2306202108061D

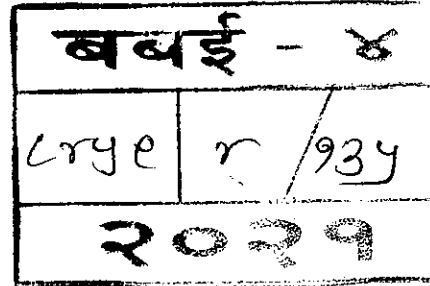
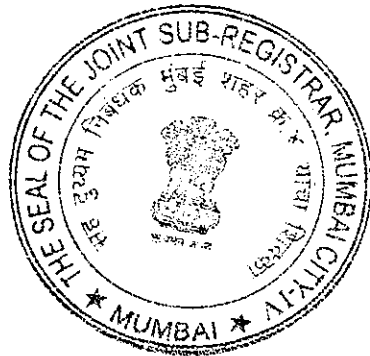
Deface Date 23/06/2021

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

Smit chodha

Amakhijani

Chand





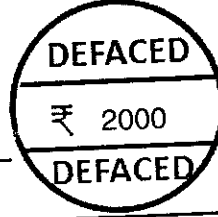
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2306202108008

Receipt Date 23/06/2021

Received from INDIABULLS PROPERTIES PVT LTD, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 8459 dated 23/06/2021 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.



Payment Details

Bank Name KKBK

Payment Date 23/06/2021

Bank CIN 10004152021062307193

REF No. 0141881908

Deface No 2306202108008D

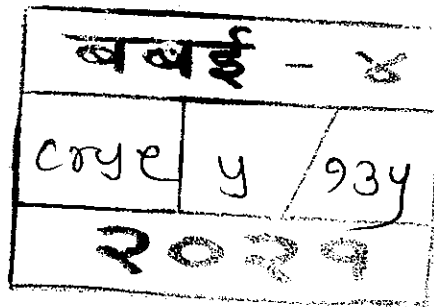
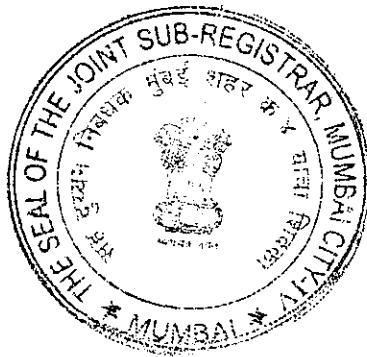
Deface Date 23/06/2021

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

Sub copy

[Handwritten signature]

D. Makhiyani



AGREEMENT FOR SALE

बवई - ४	
copy	६ / १३५
२०२१	

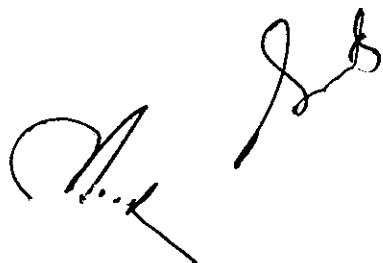
THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai this 31st day of March 2021.

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-110001**, 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 assigns) of the One Part




PROMOTER


PURCHASER/S

AND

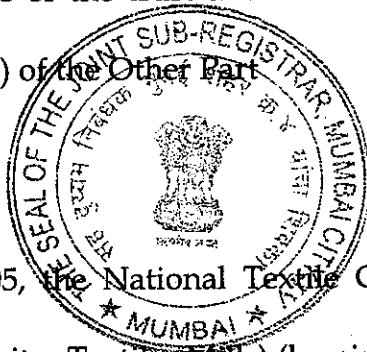
Mr. Shripal Raj Lodha having address at C-66-67, Shastri Nagar, Jodhpur,
Rajasthan-342003

Mrs. Sarita Lodha having address at C-66-67, Shastri Nagar, Jodhpur,
Rajasthan-342003

hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include 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 Organisation / 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 or survivors 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 NTC") was seized and possessed of and/or otherwise well and sufficiently entitled to the pieces and parcels of land bearing Cadastral Survey No. 841 (admeasuring 39,086.43 square meters) and Cadastral Survey No. 882 (admeasuring 5,888.14 square meters) aggregating to 44974.57 square meters or thereabouts of Lower Parel Division in G - South Ward situate at



बबई - ४	
८५६	९३५
२०२९	

PROMOTER

PURCHASER/S

2

Balasheth Murudkar Marg, Elphinstone Road, Mumbai - 400 013, and the building and the structures standing thereon (hereinafter referred as the "said Land"). The said Land is more particularly described in the First Schedule hereunder written.

- B. By Indenture of Sale Deed dated 15 July 2005 made between the NTC (therein referred as the Vendor) of the one part and the Promoter (therein referred as the Purchaser) of the other part, the NTC sold, conveyed and assigned the said Land, along with the Building and structure standing thereon, by way of absolute sale unto the Promoter. The said Indenture of Sale is duly registered with the Sub-Registrar of Assurances at Mumbai under Serial no BBE-2/6776/2005 of Book no I on 18th July 2005.
- C. As per approved layout, an area of 972.47 square meters of Cadastral Survey No. 882 was proposed by MCGM for Chowky, VLT, and Internal Road. Therefore, the area of the said Land available for development with the Promoter accordingly stood reduced to 39,086.43 square meters in Cadastral Survey No. 841 and 4981.33 square meters in Cadastral Survey No. 882.
- D. In the circumstances as recited above, on and from 15th July 2005, the

Promoter is the absolute owner of and is seized and possessed of and well and sufficiently entitled to the said Land admeasuring in the aggregate 44067.76 square meters of thereabouts along with the buildings and structures standing thereon (since demolished) (subject only to the mortgage subsisting as mentioned herein below). The name of the Promoter is entered into the Mutation entries.

- E. A copy of Certificate of Title issued by Messrs Vidhii Partners, Advocate in respect of the said Land together with the copy of the Property Register Cards in respect of the said Lands are hereto annexed and marked as Annexure "A".

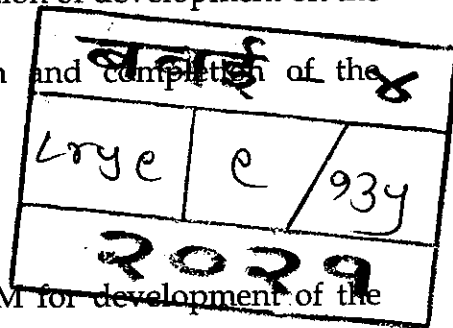

PROMOTER


PURCHASER/S

- F. The Promoter has already developed Cadastral Survey No. 882 being part of the said Land.
- G. The Promoter has formulated a scheme of development of the said Land and proposes to develop in a phase manner Cadastral Survey No. 841 being part of the said Land as a mixed use development project, consisting of buildings to be used for I.T. park , Public Parking Lot and Residential.
- H. Accordingly, the Promoter has completed construction of Wing A1, B, B1 and B2 of I.T Park on portion of said Land (hereinafter referred to as "IT Park"), and is now constructing a Residential building to be known as "Sky Forest" (or such other name as may be decided by the Promoter) on portion of the said Land bearing Cadastral Survey No. 841 of Lower Parel Division or thereabouts.,
- I. The Promoter has 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 has also appointed J W Consultants LLP, as Structural Engineers for providing the structural designs and drawings of the Building. The Purchaser has accepted the professional supervision of the Architect and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Property, for the purpose of construction and completion of the Building.

- J. The Promoter had submitted plans to the MCGM for development of the said Property and the Building and the Promoter has received the following:

- (i) Intimation of Disapproval ("IOD") bearing no dated EB /1258/GS/A 22nd August, 2005 as amended from time to time and the last amended on 7th April, 2014. A copy of the amended Intimation of Disapproval



PROMOTER

PURCHASER'S

dated 7th April, 2014 is hereto annexed as **Annexure "B"** ;

- (ii) Commencement Certificate ("CC") bearing no. EEBPC/1258/GS/A dated 1/9/2006 which was amended from time to time by MCGM and last amended on 11th September, 2019 up to 51st Floor of Wing A2 and 50th Floor of Wing A3. A copy of the latest amended CC is hereto annexed as **Annexure-"C"** ;

K. In accordance with the approved and sanctioned plans, the Promoter have, inter alia, commenced construction of the said building. This Agreement relates only to the residential building "**SKY FOREST**" consisting of Wing A2 comprising of 10 to 51 floors (Residential) and Wing A3 comprising of 10 to 50 floors (Residential) both having joint 5th to 9th levels of podium and part of the ground floor and part of the 3rd level basement (hereinafter both the wings are jointly referred to as the "**Building**") on portion of the said Land bearing Cadastral Survey No. 841 of Lower Parel Division or thereabouts (hereinafter referred to as "**the said Property**") and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the Second Scheduled Land**") and shown on the plan A hereto annexed and marked as **Annexure "D"** (Plan "A") as surrounded by red coloured boundary lines. The Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. The habitable floors of the said Wing/**Building** may be registered and developed, independent of the common areas and facilities of the Wing and/or Building and limited common areas and facilities that may be provided in the Project, in separate phase, with separate, independent

timelines

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- L. **PPL SCHEME** Furthermore, the Promoter has informed and explained to the Purchasers that in the scheme of development that has been envisaged, the

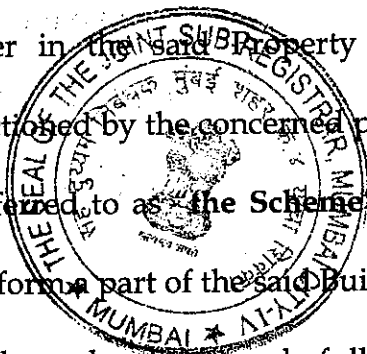

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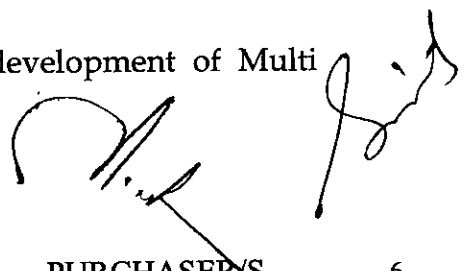
basements and ground floor of the IT Park and the Building are interlinked. In terms of the public parking scheme promulgated by the Government of Maharashtra, the Promoter has undertaken to provide public parking facility on the said Land to the Municipal Corporation of Greater Mumbai (hereinafter referred as "MCGM"). In view thereof, the Promoter submitted plans for development of a public parking lot on the said Land to the MCGM. MCGM has sanctioned the plans for development of the public parking lot and has issued its Letter of Intent dated 22nd September, 2009 bearing ref. No. CHE/ 6355/Roads & Tr. which was amended by Letter of MCGM dated 6th October, 2012 baring Ref. No. Ch.E./ 1422/Rds. Tr. & Br./M.C. to the Promoter thereby permitting the development of a public parking lot by the Promoter on the said Property (hereinafter referred to as "the Public Parking Lot"), on the terms and conditions therein mentioned. A copy of the aforesaid Letter of Intent dated 22nd September 2009 and letter of MCGM dated 6th October, 2012 is annexed hereto as Annexure "E". The Promoter has informed the Purchaser that as per the sanctioned plans for the Public Parking Lot, the Public Parking Lot is located in the basement 1 and 2, ground floor and four levels of podium of the Building and therefore parking to be allotted to the Purchasers of the Apartments will be from 5th level to the 8th/9th level of the Building. Thus, all of the IT Park, the Building and the Public Parking Lot form a composite structure comprising 1st & 2nd basement

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+ Ground (part) + 1st to 4th upper floors below residential building being developed by the Promoter in the said Property as per the plans for development as may be sanctioned by the concerned planning authority from time to time (hereinafter referred to as "the Scheme"). In view thereof, the Public Parking Lot shall not form a part of the said Building and operate as an independent Unit. The Purchaser has been made fully aware of the Scheme by the Promoter and the terms and conditions of development of Multi




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Stories/Public Parking Lot on the said Property and the Agreement with MCGM in respect thereof and the same is understood and agreeable to the Purchasers.

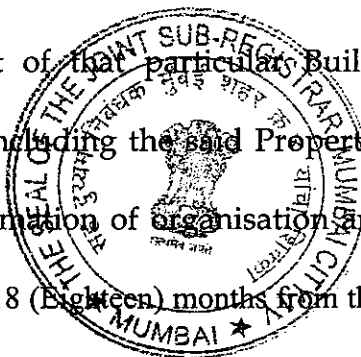
M. The Promoter proposes to construct the Building in phase wise manner as per the plans approved or to be approved by the concerned authority with such amendments and alterations as may be permitted by the authorities concerned.

N. As aforesaid, the Promoter alone has the sole and exclusive right to develop the Second Scheduled Land and construct Building thereon and sell or otherwise dispose off or alienate the premises in the Building as also parking spaces, terraces etc. (other than Public Parking Lot), individually or separately and to enter into agreement/s with the buyers of the same and to receive the sale price including fees-subscription-premium etc. in respect thereof. Upon completion of the development of the whole of the said Project, the Promoter intend to convey and transfer the said Building (Built - up area without basement and podium, public parking lot) to a Co-operative Society or any other Organisation/s that may be formed (hereinafter shall be

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called "Organisation/s" which will mean Co-operative Society or an Association of Apartment Owners or a Limited Company or any other Organisation that may ultimately be formed for the purpose as may be decided by the Promoters in their Sole discretion without being bound to

give reasons thereof) in respect of that particular Building and give a conveyance/lease of said Land including the said Property to Apex Body/ Federal Organisation/s. Such formation of organisation and conveyance of the Building shall not be later than 18 (Eighteen) months from the date of receipt of Occupation Certificate and handing over of all the Flats in the Wing(s) to respective purchasers of the Flats/Apartments in the Building. The Conveyance/lease of the said Land including Second Schedule Land will be executed or got executed

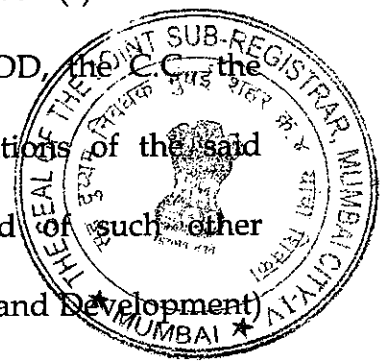


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when the said Land is fully developed by the Promoter and full Floor Space Index (FSI) thereon including any increase thereto under any Scheme or Project of Central / State Government of Municipal Corporation or any other authorities, whether in force or proposed or otherwise and the benefit of FSI/TDR that is transferred and permitted to be consumed on the said Land including the said Property and the Building thereon are consumed and appropriated by the Promoters fully or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers.

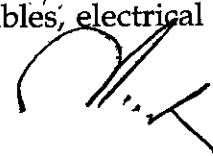

O. The Purchaser has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Property, the IOD, the ~~the~~ sanctioned plans and the plans, designs and specifications of the said Apartment prepared by the Promoters Architect and of such other documents as are specified under Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the said Act") and the Rules and Regulations made thereunder including all the document mentioned in this Agreement and the Purchaser/s has/have satisfied themselves/itself about the same.



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P. Purchaser have taken note of and have agreed and confirmed with the Promoters that the Promoters and/or their nominees or assignees shall have right to use and enjoy at all times (even after the Conveyance/Lease of the said Land and Conveyance of the Building is executed) all the facilities that may be finally provided by the Promoters including common pathways, recreation facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity - cables, electrical meters


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and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such facilities that may be finally provided by the Promoters (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as "the said infrastructure/common facilities"). The Purchaser(s) have further been informed that the area admeasuring 1000 sq. ft. at Ground level of the Building has been reserved by the Promoter and the Purchaser(s) have given his/her/their express consent and/or No Objection to the Promoter to use and/or assign the said reserved area as Community Hall and/or Jain Temple for the benefit of larger community in the Building and the Purchaser(s) shall not raise any objection about the same in future.

Q. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s) having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Land and the Building along with all other

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documents as specified in the said Act, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of

the Building, is/are desirous of purchasing from the Promoter an Flat/ Apartment bearing No. A2-4703 admeasuring about 337.33 square meters

of carpet area equivalent to 3631.02 square feet of carpet area or thereabouts

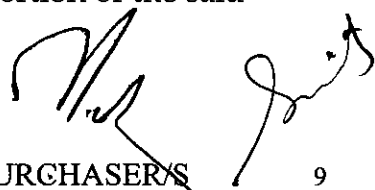
(in bareshell condition, prior to application of any finishes/ finishing materials), together with the benefit of the 5(Five) Covered number of Car

Parking Space, Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the Apartment/Flat on the 47th & 48th

(Duplex) floor in Wing A2 of the said Building known as "Sky Forest" (or

such other name as may be decided by the Promoter) on portion of the said


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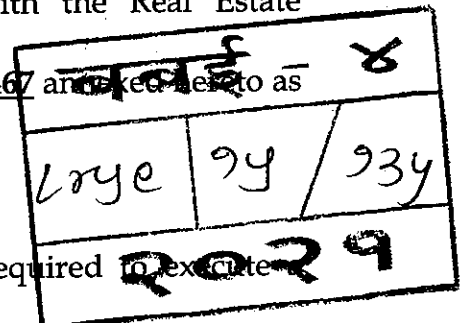
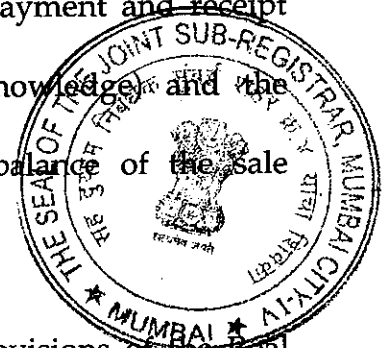
Land bearing Cadastral Survey No. 841 of Lower Parel Division or thereabouts. (hereinafter referred as the "said Flat") and has requested the Promoter for allotment of the same on the terms, conditions and the consideration specified hereinafter. Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use 80.34 square meters (equivalent to 864.77 square feet) within the Apartment which includes balcony, internal lift lobby, niche, internal staircase and flower bed if any .

R. The Promoter is required to deposit the consideration of the said Apartment into the designated account opened by the Promoter with the bank/financial institutions..

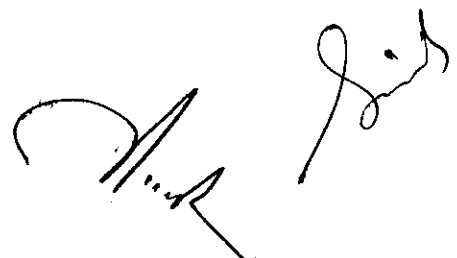
S. Prior to the execution of these presents the Purchaser(s) has paid to the Promoter a sum of Rs 1,88,15,297/- (Rupees One Crore Eighty Eight Lakh(s) Fifteen Thousand Two Hundred Ninety Seven Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

T. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. P51900000467 and linked hereto as Annexure "J";

U. Under section 13 of the said Act, the Promoter is required to execute written Agreement for Sale of the said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;




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V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment with 5(Five) Covered no. of parking space.

W. The Purchasers have agreed to purchase the said Apartment/Premises with full notice and knowledge of all the terms and conditions in the aforesaid recited documents and the terms and conditions of the Agreement entered into between the Promoters and MCGM with regard to PPL Scheme, which shall be binding on the Purchasers.

NOW THIS AGREEMENT FOR SALE WITNESSES AND IT IS HEREBY MUTUALLY 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, Annexure 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;

PROMOTER TO CONSTRUCT THE BUILDING :

The Promoter shall construct the said Building to be called and known as "SKY FOREST" in accordance with the approved plans, specifications, designs and elevations which have been seen, intimated, explained and understood by the Purchaser/s as approved/alterd/amended by MCGM/concerned local authority. Prior to the execution of these presents, the Promoter has given the Purchaser/s an express notice of the rights reserved (including to use the Community Hall as Jain Temple) and retained by the Promoter for themselves as well as for their nominees and assigns. The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations as the Promoters may consider necessary or expedient for implementation of PPL or any other Scheme

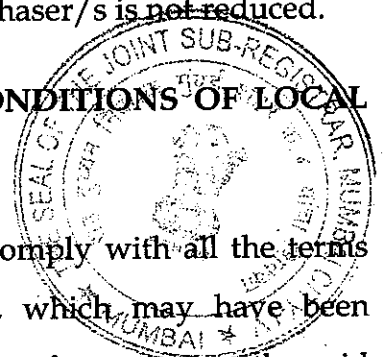
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or Project formulated/floated at present or in future by Central / State Government or MCGM or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the buildings to be constructed thereon or any of them provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Flat agreed to be purchased by the Purchaser/s will not be affected or reduced. The Purchaser/s hereto agree and accord their specific consent to the Promoter for carrying out the said amendments, alteration, modifications and/or variations and agree to execute such papers and documents as may be requested for by the Promoter in this behalf. The Purchaser/s hereby accord their further specific consent to the Promoter for constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the Collector or the MCGM or other authorities concerned on the said Property. The Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Flat agreed to be purchased by the Purchaser/s is not reduced.

3. **PROMOTERS TO OBSERVE ALL TERMS AND CONDITIONS OF LOCAL AUTHORITY & OCCUPATION CERTIFICATE :**

The Promoter hereby agree to observe perform and comply with all the terms and conditions stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the said Apartment to the Purchaser/s, obtain from concerned local authority Occupation and/or Completion Certificate in respect of the said Apartment.

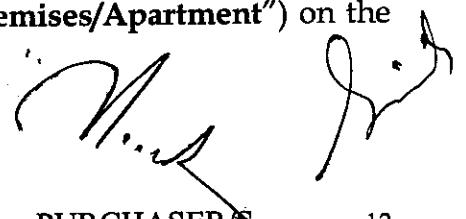


4. **AGREEMENT TO PURCHASE :**

The Purchaser/s hereby agree to purchase from Promoter and the Promoter hereby agrees , subject to the terms and conditions herein, to sell to the Purchaser/s, a Residential Flat/ Apartment bearing No. A2-4703 admeasuring 337.33 square meters of carpet area (in bare-shell condition prior to application of any finishes /finishing material) equivalent to 3631.02 square feet of carpet area (hereinafter referred to as "the said Flat/ the said Premises/ Apartment") on the

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47th & 48th (Duplex) floor of Wing A2, of the said Building as indicated on the said Plan hereto annexed and marked **Annexure "F"** together with the benefit of the Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the said Premises which includes the facility of **5(Five) Covered** no. of car parks to be situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout and adjoining double heighted common terrace area on the terms and conditions and for the consideration specified hereinafter.

Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use **80.34** square meters (equivalent to **864.77** square feet) of area within the Apartment which includes balcony, internal lift lobby, niche, internal staircase and flower bed if any. The said Flat is more particularly described in the **Third Schedule** hereunder written.

5. The proposed carpet area of the said Flat/Apartment would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The Purchaser/s agrees that the carpet area is

therefore, subject to tolerance of +/-2% on account of structural design and construction variations.

6. The Purchaser/s agree that the location of the car parking space will be finalized either at the time of handing over possession of the said Flat/ Apartment to the

Purchaser/s. The Car parking space will be used by the Purchaser(s) in accordance with the terms and conditions imposed by the said Organisation and/or the Apex/Federal Organisation from time to time. The Purchaser/s acknowledge that the said Flat and the car parking spaces referred above, subject to confirmation of allotment, shall be held by the Purchaser as one composite unit and the Purchaser/s shall not be entitled to transfer the use and enjoyment of any one without the other.

7. **FIXTURES, FITTINGS & AMENITIES :**

The fixtures, fittings and amenities to be provided by Promoter in the said Wing/Building and the said Flat hereby agreed to be sold are those that are set out in **Annexure "G"** annexed hereto. However, The Purchaser/s agree that the Promoter have the right to change the fixtures, fittings and amenities to be provided in the circumstances where there is an uncertainty about the availability of the fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter. In such circumstances,

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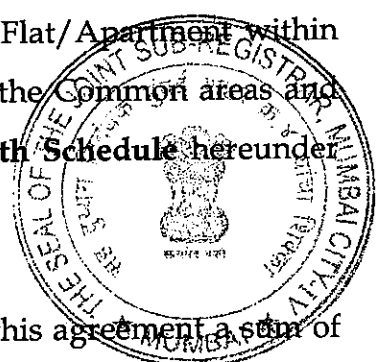
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Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable Promoter to offer at the earliest/on time the possession of the said Flat/ said Premises to the Purchaser/s as agreed under this Agreement. The fixtures, fittings and amenities are being provided by the Promoter in the said Flat free of cost and the Purchaser/s agrees not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter.

8. **PAYMENT OF CONSIDERATION**

(i) In consideration of Promoter agreeing to sell the said Flat to the Purchaser/s, the Purchaser/s agrees to pay to the Promoter a sum of **Rs. 19,00,00,000/- (Rupees Nineteen Crore Only)** (hereinafter referred to as the 'Purchase Price'), which is inclusive of the proportionate price of the common area and facilities appurtenant to the said Flat/ Apartment within the said Wing, the nature, extent and description of the Common areas and facilities are more particularly described in the **Fourth Schedule** hereunder written.



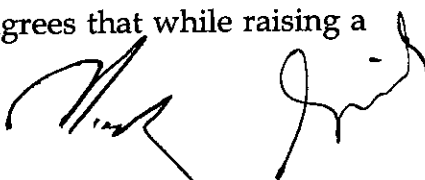
(ii) The Purchaser(s) has paid on or before execution of this agreement a sum of **Rs 1,88,15,297/- (Rupees One Crore Eighty Eight Lakh(s) Fifteen Thousand Two Hundred Ninety Seven Only)** as advance payment and hereby agrees to pay the balance consideration amount in the manner provided in **Annexure "H"** hereof, time being the essence of contract.

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(iii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/ Apartment.

(iv) The Total Price is escalation-free, save and except escalation/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, cess or taxes which may be levied or imposed by the competent authority, Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a


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demand on the Purchaser(s) for increase in development charges, cost or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/ order/rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s).

(v) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Promoter shall refund the excess money paid by the Purchaser(s) within forty-five days with annual interest at the rate State Bank of India highest marginal cost of lending Rate+2%, from the date when such excess amount was paid by the Purchaser(s), If there is any increase in the carpet area allotted to Purchaser(s), the Promoter shall demand additional amount from the Purchaser(s) as per the next milestone of the Payment Plan.

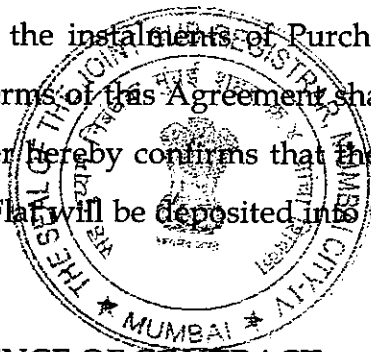
(vi) The Purchaser/s agrees and confirms to pay the instalments of Purchase Price as set out in **Annexure "H"** and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement including the amounts payable in terms of clause **11** below, by way of Account Payee cheque / demand draft / pay order payable to Promoter at

Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of "**Indiabulls Properties Private Limited**", or such

other name as may be intimated in writing by Promoter to the Purchaser/s.

The Purchaser/s undertakes that all cheques given by the Purchaser/s representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation.

The Promoter hereby confirms that the entire Purchase Price to be received for the said Flat will be deposited into the designated account opened by the Promoter.



9. TIME THE ESSENCE OF CONTRACT :

The Purchaser/s undertake to pay all of the corresponding instalments of the

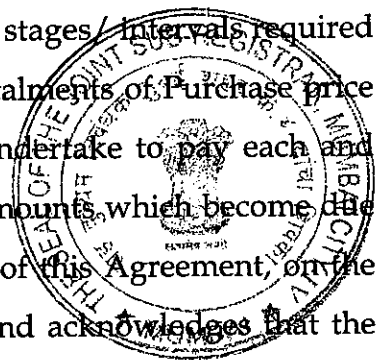
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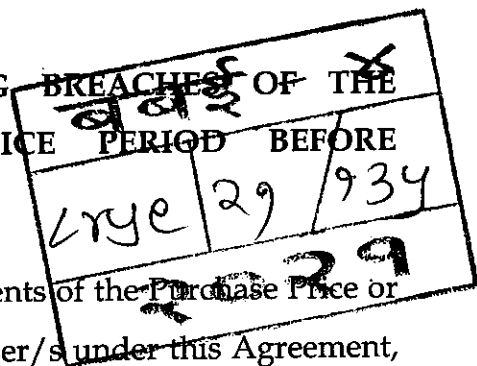
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Purchase Price as set out above and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement, without any delay or default, within a period of 15 (fifteen) days of a demand letter in respect of such payments being sent to the Purchaser/s at the address set out in this Agreement. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest and/or claim of the Purchaser/s on the said Flat/said Premises agreed to be sold until and unless the entire consideration/Purchase Price and all other amounts due and payable by the Purchaser/s under this Agreement is duly paid by the Purchaser/s to the Promoter herein.

The Purchaser/s further agree and undertake to accept and not dispute the certificate of the stage of completion of the said Wing/Building as 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/s further agree and undertake to accept the certificate that may be issued by Promoter or by any other or by any person on behalf of the Promoter, for certifying the completion of stages/~~Intervals~~ required for the purposes of payment of the corresponding instalments of Purchase price as envisaged herein. The Purchaser/s confirm and undertake to pay each and every instalment of the Purchase Price and all other amounts which become due or payable by the Purchaser/s 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.

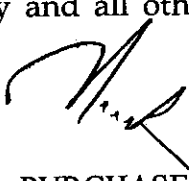



10. **DEFAULT IN PAYMENT OR COMMITTING BREACHES OF THE AGREEMENT AND FIFTEEN DAYS NOTICE PERIOD BEFORE TERMINATION :**



- (i) Any default in payment of any of the instalments of the Purchase Price or of any of the amounts payable by the Purchaser/s under this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser/s of the terms of this Agreement. In the event of the Purchaser/s committing any delay and/or default in making payment of any of the instalments of the Purchase Price and/or of any other amount due or payable by the Purchaser/s to the Promoter under this Agreement (including the Purchaser's proportionate share of additional infrastructure charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings


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including the Charges, Contributions, Subscriptions and Fees) on their respective due dates or of any of the terms and conditions herein contained, the Promoter shall serve upon the Purchaser/s 15 (fifteen) days' notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser/s and calling upon the Purchaser/s to rectify the breach or breaches as specified in such notice.

(ii) If the Purchaser/s fail to rectify such default or breaches within the said period of 15 (fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that it may have against the Purchaser/s in that behalf, be entitled to terminate this Agreement forthwith without any further reference to the Purchaser/s

(iii) Upon such termination, the Purchaser/s shall cease to have any right or interest in the said Flat or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, MOFA/ Maharashtra Apartment Ownership Act, 1970 ("MAOA")/RERA or applicable law.

(iv) Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Promoter may in its absolute discretion think fit. As a consequence of the termination of this Agreement and on the realization of the entire Purchase Price from the new purchaser of the said Flat/Apartment, the Promoter shall refund to the Purchaser/s only the amount paid by the Purchaser/s (and not anything more than that) 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/s in respect of the said Flat up to the date of termination of this Agreement;

(iii) processing fee and brokerage paid, if any etc. in respect of the said Flat;

(iv) the amount of interest payable by the Purchaser/s 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 Flat to a prospective

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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 Flat,

(vii) Pre-EMI Interest, if any, paid by the Promoter to Banks/Financial Institution on behalf of Purchaser/s under particular Scheme.

(viii) The Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.

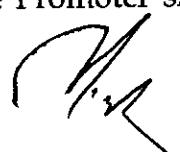
(v) Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Purchaser/s payment of the delayed installment/s of the Purchase Price or any other amounts payable by the Purchaser/s to the Promoter in terms of this Agreement on the Purchaser/s paying to the Promoter interest at the rate of State Bank of India highest marginal cost of Lending Rate + 2% per annum from the respective due dates of each such installment/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.

(vi) Any payment/s made by the Purchaser/s 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/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

(vii) The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser/s 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/s.

(viii) Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser/s either prior to or after the execution of this Agreement, the Promoter shall have the


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first lien and charge on the said Flat agreed to be purchased by the Purchaser/s, in respect of any amount due and payable by the Purchaser/s to the Promoter or otherwise under the terms and conditions of this Agreement.

(ix) Until all amounts including interest, if any, payable and all obligations and terms and conditions agreed to be complied by the Purchaser/s under this Agreement is fully paid and complied respectively, the Purchaser/s shall not be entitled to possession of the said Flat/Apartment. Subject to the conditions herein contained, sale and transfer of the said Flat/Apartment by the Promoter in favour of the Purchaser/s shall be complete only after the entire Purchase Price and all other amounts payable by the Purchasers in terms of this Agreement are paid in full by the Purchaser/s to the Promoter and possession of the said Flat/Apartment is offered by the Promoter to the Purchaser/s on the Purchaser delivering to the Promoter duly filled in, signed and executed all necessary papers for possession as are to be given to various authorities or as are required by the Promoter.

(x) The Purchaser/s shall assume possession of the said Flat within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat/Apartment is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documentation..

Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Flat/Apartment is ready for occupation, use and possession, the said Flat/Apartment shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat/Apartment is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or injury of the said Flat/ Apartment.

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11. ADDITIONAL PAYMENTS

(i) The Purchaser/s shall on demand made by the Promoter and on or before the handing over of the possession of the said Flat/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 8 above :-

(a) Rs. 50,000 /- (Rupees Fifty Thousand Only) towards legal charges and

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towards cost of preparing & engrossing this Agreement; (Non-Refundable)

(b) Rs. 0/- (Rupees Nil) towards installation or connection of water, electric and sewer services.

(c) Rs. 0/- (Rupees Nil) towards Facility Development charges for establishment and raising of the facility management services by the Promoters; (Non-Refundable)

(d) Rs. 50,000/- (Rupees Fifty Thousand 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 18 months Advance Maintenance Charges.

(f) Rs. 50,000/- (Rupees Fifty Thousand Only) for formation and registration of the said Organisation / Organisation's; (non-refundable)

(g) Rs. 1000/- (Rupees One Thousand Only) for share money, application and entrance fee of the said Organisation / Organisation's or such other large sum as may be required at the time (Additional Rs.100/- per person if number of person exceeds 1)

(h) Rs. 0/- (Rupees Nil) towards clubhouse membership fees. (Non refundable and Non transferable)

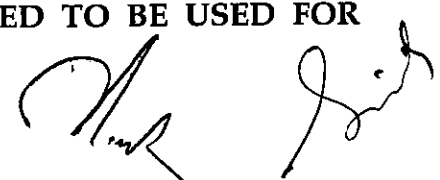
(i) Rs. 0/- (Rupees Nil) towards the infrastructure Charges of the said Flat; (non-refundable)

(j) Rs. 0/- (Rupees Nil) towards Servant Mid-landing Charges.

(ii) In respect of the said infrastructure/common facilities, the Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence immediately on offer of possession for those who have not paid advance monthly maintenance and on expiry of 18 Months from the date of offering possession of the said Flat for those who have paid 18 months of advance monthly maintenance. The promoter is 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.

(iii) SEPARATE ACCOUNT FOR SUMS RECEIVED TO BE USED FOR


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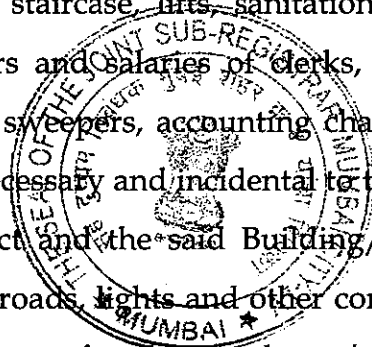

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THE PURPOSES SPECIFIED ONLY: The accounts heads and the corresponding amounts mentioned above are as per the present estimate, and are subject to modification by the Promoter. The un-utilised amounts as mentioned in clause 11 (I)-(e), (f) & (g) above will be transferred to the Organisation. The Purchaser(s) agree to pay any deficit in respect of the amounts mentioned above herein to the Promoter, within 15 (Fifteen) days of demand made in respect thereof. Save and except for amount mentioned in clause 11 (I) (e), (f) & (g) above, the Promoter shall not be liable to render any account of other amounts mentioned in clause 11 (I) and/or refund the said other amounts to the Purchaser or the Organisation.

12. OUTGOINGS PAYABLE BY THE PURCHASER(S) :

- (i) From the date the Purchaser(s) are allowed to occupy the said Flat or the Promoter offering possession of the said Flat to the Purchaser/s, irrespective of the fact as to whether Purchaser/s took actual/physical possession of the said Flat or not, be liable to bear and pay the outgoing or as the case may be proportionate share of outgoings in respect of the said Flat, the said Wing, the said Building, the said Property, and the said common areas and facilities and amenities and all other common areas and facilities and amenities therein, including but not limited to annual lease rent, ground rent, development charges, local taxes like GST, Value added tax (VAT), LBT, Octroi etc, levies, 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 (prospective and /or retrospective charges), and also all outgoings with respect to water charges (including that for supply by water tankers and/or by boring), 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, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Building/said Wing as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser/s. Until the said Organisation is formed and the management of the said Building is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the the Promoter. The decision of the Promoter

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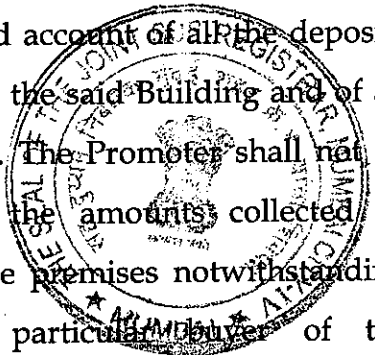


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and/or its nominated agency, as applicable, with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s. The Purchaser/s further agrees that until the outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Promoter such provisional monthly contribution of per month or such other sum of money as may be fixed by the Promoter from time to time taking in to consideration the facts and circumstances of the case at the relevant point of time. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest. On such conveyance / lease of the said Building/Property respectively being executed, the balance amounts, if any, in respect of the said common areas and facilities and amenities and the said infrastructure/common facilities shall be paid over by the Promoter to the said Organisation (*defined hereinafter*) of the said Wing/Building and/or the Apex/ Federal Organisation/s (*defined hereinafter*). The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before 7th day of each month and shall not withhold the same for any reason whatsoever.

(ii) The Promoter shall maintain only a consolidated account of all the deposits collected from the buyers of various premises in the said Building and of all deposits paid and expenses incurred therefrom. The Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises notwithstanding any excess/ deficit collection from any particular buyer of the Flat/Apartment in respect of his/her Flat. In the event, any shortfall arises then the Purchaser/s and/or the said Organisation and/or the Apex/ Federal Organisation/s, as applicable, shall be individually and collectively liable to pay to the Promoter such amount as may be determined by the Promoter at their sole discretion.



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(iii) In case, if there is deficit in any of the amount including deposits on any of the heads specified hereinabove, the Purchaser(s) shall forthwith on demand pay to the Promoter, the Purchaser(s) proportionate share to make up such deficit. At the time of registration of conveyance of the structure of the building (without basement, podium and public parking lot) or wing of the building, the Purchaser(s) shall pay to the Promoter, the Purchaser(s) share of stamp duty and registration charges payable by the said

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Organisation on such Conveyance or any document or instrument of transfer in respect of structure of the said Building/Wing of the building. At the time of registration of conveyance or lease of the project Land the Purchaser(s) shall pay to the Promoter, the Purchaser(s) share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

(iv) The Purchaser/s also agree that if due to any notifications, ordinances, enactments, judicial pronouncements 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, taxes, levies, service tax, sales tax, vat, LBT, Octroi, GST etc, or any other amounts/cost pertaining or relating to the construction of the said project or sale of the said Flat are levied and/or payable, and /or payable and /or incurred/to be incurred by their Promoter, prospectively or retrospectively, the same shall be paid by the Purchaser/s on demand made by the Promoter within 15 (Fifteen) days of such demand being made, and the Purchaser/s 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.

(v) If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Flat and/or their proportionate share of outgoings in respect of the common facilities and amenities/ limited common areas and facilities and/or the said infrastructure/common facilities for any reason whatsoever, then without prejudice to their right to collect interest @ State Bank of India highest marginal cost of Lending Rate + 2% per annum for the delayed payment and to their other rights and remedies, the Promoter shall be entitled to stop and restrict the Purchaser/s from using the Club-House and other recreational facilities. The Promoter shall have first lien and charge on the said Flat agreed to be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser/s under this Agreement.

13. PROMOTER NOT TO SHARE OUTGOINGS :

The Promoter shall not be liable to bear the outgoings as aforesaid in any way

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in respect of the unsold Flats/premises. The Promoter shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc.

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

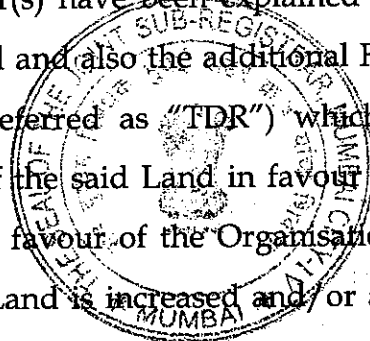
(i) The Promoter will be entitled, if it so desires, to amalgamate the said Property with any one or more of the adjoining properties and to utilize the development potential, thereof whether as FSI or TDR or by whatever name called, *inter alia*, on the said Property/Land and also to sub-divide such amalgamated property and to submit or amend the said Building and/or layout plans as may be permitted by the concerned authority or required by the MCGM and the other concerned authorities.

(ii) The Purchaser/s acknowledges and agrees that he / she / it is/are and shall be entitled to the said Flat/ Apartment only as herein provided.


(iii) The total carpet area of the said Flat/ Apartment shall at all times continue to as mentioned hereinabove and shall have no relation whatsoever to the area of the said Land underneath the Building. All 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.

(iv) The Purchaser(s) have been explained and made aware of the available FSI on the said Land and also the additional FSI and Transferable Development Right (hereinafter referred as "TDR") which may be availed thereon. Until conveyance/lease of the said Land in favour of Apex Body and conveyance of the said Building in favour of the Organisation, if the FSI/Floor Area Ratio in respect of the said Land is increased and/or additional construction is possible on the said Land 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 on the amalgamated property, as the case may be) the Promoter shall be entitled to utilise such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/ sanction being granted by the

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concerned 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

(v) The Purchaser/s hereby irrevocably agree and give its/their express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the said Building for the aforesaid purpose or such other purpose as may be deemed fit by them or required by MCGM. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser/s 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 Flat or any other part of the said Building are affected, reduced or denied. The Purchaser/s hereby agree to give all the facilities and assistance that the Promoter may require from time to time so as to enable the Promoter to complete the development of the said Property in the manner that may be determined by the Promoter. It is expressly agreed by the parties hereto, 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

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constructed by it as aforesaid.

Except in respect of the said Flat hereby agreed to be acquired by the Purchaser/s or the facility of car parking provided to him/her/it and the said limited common area, the Purchaser/s shall have no claim whatsoever in any other apartments, terraces or car parking spaces in the said Building or the said Property or any part thereof. It is further expressly agreed and understood by and between the Parties hereto that save and except the said Premises and the right to use and enjoy Common areas and facilities and the Limited Common areas and facilities, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the Common areas and facilities or the Limited Common areas and facilities or the said infrastructure/ common areas and facilities (except to the extent as provided in this Agreement) or any part thereof and all open spaces and unallotted apartments and other spaces in the said Property and in the said Building will remain the property of the Promoter until the whole of the said Property and the said Building is transferred to the said Organisation and the Apex/ Federal Organisation/s, as the case may be, that may be formed subject to the rights of the Promoter under this Agreement.

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(vii) The Promoter has informed the Purchaser/s and the Purchaser/s is aware that, the Promoter may submit further plans, revised plans with respect to the said Building including the said Wing 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 said Building including the said Wing will consist of certain additional floors over and above existing floors as mentioned hereinabove proposed to be constructed as per the sanctioned plans. The Purchaser/s hereby expressly consents to such additional construction of upper floors and/or additional buildings and/or additional wings and variations and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional floors and/or additional buildings and/or additional wings and shall not be entitled to seek any benefit or concession including for any reduction in the Purchase Price and/or any of the amounts to be paid by the Purchaser/s 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 and/or additional building and/or additional wings.


14. It is understood and agreed by and between the Parties hereto as under:

(i) that any terrace areas or open spaces whether on the top level of the said Building or on any other part of the said Building or the said Property shall always belong exclusively to the Promoter or allottees thereof and are intended for exclusive use of the Promoter or the allottees of respective terrace.

(ii) The Promoter shall also be entitled to allot the exclusive use of same and/or otherwise dispose of the same at their sole discretion. The Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open spaces by the allottees of such terrace nor entitled to use the same. The Purchaser/s or allottees of such terrace shall be exclusively entitled to the use of the terrace or open space sold and/or allotted to them.

(iii) However, in the event of any water storage tank or the lift room or lift machinery is situate in any of the above mentioned terraces, where the exclusive use and enjoyment of such terrace is given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the said Organisation shall have a right of access through such terrace to the overhead water tank, lift-room, etc. and for their


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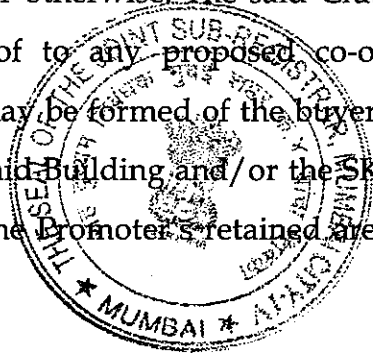
check-up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the said Organisation. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser/s or the said Organisation.

15. Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservation of the the Promoter, the Promoter state that they intend to reserve a part or parts of the said Building /Property ("**Promoter's retained area**"), for a Club House, which area may be developed independent of the said Wing/Building in separate independent phase(s) with separate timeline and shall remain as owned by the Promoter even after the conveyance/lease of the said Building / Property to the Apex/ Federal Organisation/s. The said Club House and the Promoter's retained area is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of apartments in the said Wing and/or the said Building and/or the said Project 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 on the Purchaser/s paying all the amounts due and payable under this Agreement and complying with the terms and conditions hereof and all other charges and deposits as may be specified by the Promoter, one of the Purchaser/s shall be admitted to the membership of the Club House.

16. The said Club House shall either be managed by the Promoter or any of them or may be given by them to their nominees or assignees by way of assignment, lease or otherwise. The said Club House will be excluded from any transfer thereof to any proposed co-operative society or any other organisation that may be formed of the buyers of the Apartments in the said Wing and/or the said Building and/or the SKY FOREST Project to the intent and purpose that the Promoter's retained area will work as an independent Unit.

17. The Promoter or their assignees will be entitled to admit any one of the Purchaser/s as member of the Club House on such terms and conditions as they may think fit and the Purchaser/s herein or the said Organisation and/or the Apex/Federal Body of Organisation, to be formed and their members will not object to the same. In case the Purchaser/s is a Limited

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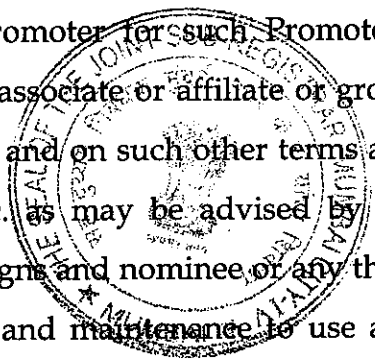
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Company or a Partnership concern or a Public Trust or other organisation then in that case only one officer of that organisation named by that organisation and staying in the said Flat will be admitted to have the benefit of the said Club House alongwith members of his/her family staying with him/her.

18. So far as the Purchaser/s herein named are concerned, he/she will become the member for life and only so long as he/she remains and continues to be the Owner of the flat purchased by him/her and also member of the co-operative society or other Organisation that may be formed and he/she will cease to be such member of the Club House on his/her death or on his/her assigning his her right, title and interest in the said Flat and whoever becomes the 1st named owner of the said flat and member of the Society will be entitled to become a member of the Club House on the same terms and conditions as applied to his/her predecessors.

19. If for any reason in law, the Promoter is not entitled to or is not allowed to remain the owner of Promoter's Retained Area when the Purchaser for himself/herself/itself and/or as a member of the Organisation to be 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 Organisation. The Promoter shall 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 Promote 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 shall be the sole discretion of the Promoter to use the

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Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser or Organisation 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.

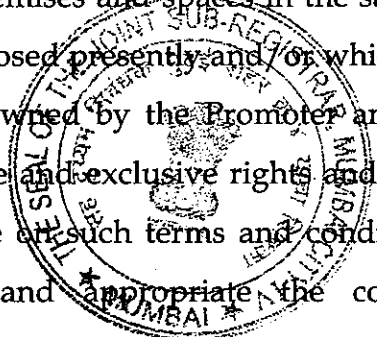
20. Furthermore the Purchasers or the Association of all other occupiers / purchasers of apartments in the Building including the Organisation shall give right of way to the Promoter, its agents, servants, employees or representatives and all other persons, authorized by the Promoter and/or its successors, nominees or 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.

21. All unsold units, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, basement space under stilt and other premises and spaces in the said Wing and/or the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoter and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above and the Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

22. The Promoter intend to and may retain for themselves the remaining apartments in the said Wing and/or the said Building and/or any other

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buildings to be constructed in the said Project 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 said Wing and/ or the said Building or buildings, as the case may be. The Promoter shall not be liable to pay non occupancy charges thereof to the said Organisation and/or any other organisation/s;

23. 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 Promoters and/or their affiliates (hereinafter referred as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the said Wing and/or the Building therein including, on open space/s, the terraces of the said Wing and/or any parts of the said Building 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/s and/or the occupant/s of the other apartments in the said Wing and/or the said Building and/or the said Organisation and/or other organisation/s in respect of the displays

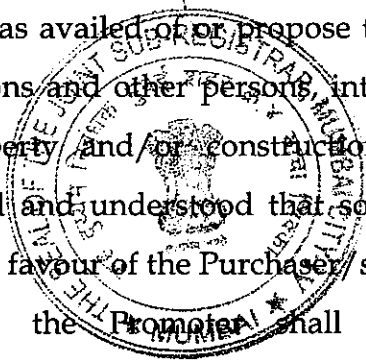
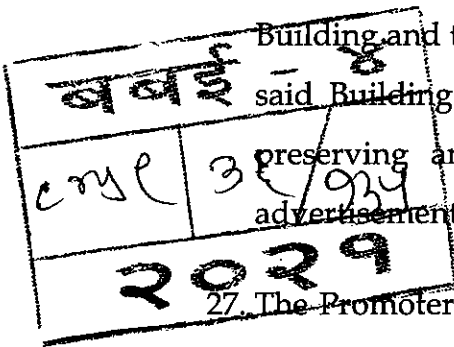
24. The Purchaser/s and the occupant/s of the other apartments in the said Wing and/or the said Building and the said Organisation and/or any other organisation/s, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall 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 the said Wing and/or the said Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that 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/s expressly consent/s to the same.

25. 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 Property and/or the said Wing and/or the said Building being constructed thereon or any part thereof and to receive and appropriate for their own use

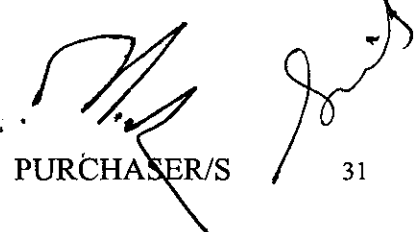
and benefit the fees, compensation or charges in respect thereof. The Purchaser/s shall not obstruct or interfere with the said rights of the Promoter in any manner whatsoever.

26. The aforesaid right shall continue to subsist even after the said Property and the said Wing/the said Building is conveyed/leased to the Apex/ Federal Organisation/s and the said Organisation respectively that may be formed by the Promoter and the same shall be incorporated in the Lease and/or Conveyance. The Promoter or their nominees and/or assignees shall pay a sum of Rs. 11/-per year to the Apex/ Federal Organisation/s or the said Organisation, as the case may be, after the said Property is conveyed/leased and/or the said Wing/ the said Building is conveyed to the said Organisation and the Apex/ Federal Organisation/s respectively and also separately pay municipal rates taxes cesses assessments if any imposed on the said Organisation or the Apex/ Federal Organisation/s in respect of any advertisement/hoarding/antenna put up on the open space or terrace or any other portion of the said Property. The Promoter or their nominees & assignees shall always be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Purchasers herein shall not be entitled to any abatement in price of the said Flat or object to the same for any reason whatsoever and shall allow the Promoter, their agents servants etc. to enter into the said Property and the said Building and the said Wing including the terrace and other open spaces in the said Building including the said Wing for the purpose of putting and or preserving and/or maintaining and/or removing and/or replacing the advertisement and/or hoardings and/or Cell Phone antenna.

27. The Promoter has availed of or propose to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the said Building/ Property and/or construction thereon It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said Flat, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Building and/or Property or construction thereon of any part or parts thereof,




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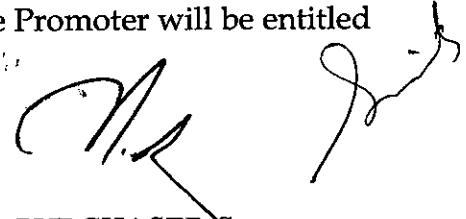

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without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the Purchaser/s. The Promoter undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Lease Deed/Conveyance Deed of the said Building and/or Property and the Promoter shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchasers by virtue of any encumbrances created as aforesaid. The Promoter agrees that the Purchaser/s shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the said Flat. However, it will be the sole responsibility of the Purchaser/s to repay the said loan and the Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss arising from the same.

28. The Promoter reserve to themselves and to others authorized by them, the unfettered right to use the area admeasuring 1000 sq. ft. at Ground level of the Building as "Jain Temple", the full, free and 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 said Building including the said Wing 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 said Building including the said Wing and also the right to use in common with the Purchaser of apartments, and other spaces in the said Building, any recreational amenities and/or recreational areas which may be provided by the Promoters in respect of the said Wing/Building and/or the said Project, whether before or after the transfer of the said Property and the said Building / Wing to the said Organisation and the Apex/ Federal Organisation/s respectively;

29. Without prejudice to the generality of the above, the Promoter will be entitled


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to give right of way over the open space in the compound/podium in the said Wing/Building to the occupants of the other wings and buildings over the said Property and the Purchaser/s and all other Purchaser/s and the said Organisation when formed hereby agree and consent to the same and will raise no objection thereto and the transfer of the said Wing/said Building to the said Organisation will be subject to the said right of way.

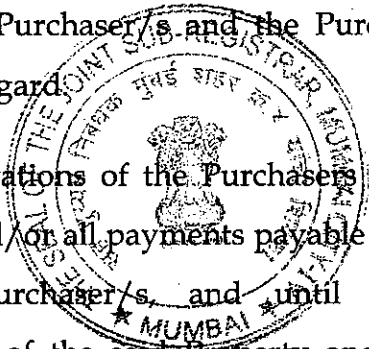
30. The Promoter shall be entitled to put or allow to put up an electric substation/receiving station on the said Property at such place as they may decide and take the benefit thereof for the other plots of land which they or persons claiming through them shall develop in the neighborhood and vicinity or give benefit thereof to other persons or occupants in the neighborhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, in such terms and conditions as the Promoters may decide.

31. Subject to the rights of the Purchaser/s to the said Flat under this Agreement, the Purchaser/s agree and unconditionally consent that the Promoters or any of them shall with the prior written approval of the Authority have the right to transfer the ownership including the development rights in the said Property or any portion thereof and/or the said Building including the said Wing/the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided

by the Promoter in their sole discretion without any intimation written or otherwise to the Purchaser/s and the Purchaser/s agree not to raise any objection in this regard.

32. Until all the obligations of the Purchasers under this Agreement has been complied with and/or all payments payable under this Agreement have been paid by the Purchaser/s, and until the Promoter have executed lease/conveyance of the said Property and/or the said Building/the said Wing in favour of the said Apex/Federal Organisation and/or said Organisation/s, the Purchaser/s agree that as and when they decide to sell their said Flat (or shares in the event a co-operative society/ company is formed), then in that event, the Purchaser shall first offer the same to the Promoter to purchase said Flat at the consideration mutually agreed between them. In the event of the Promoter refusing/ being unable to purchase the said Flat from the Purchaser/s, the Purchaser/s shall be entitled to sell the

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same to any third party at a price not less than the price at which the said Flat was offered to be purchased by the Promoter. The Promoter may at its discretion permit such transfer, sale, grant or conveyance on such terms and conditions and subject to the following;

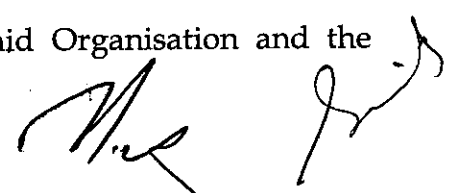
- (i) Payment of transfer charges of 15 % of the Total Price at which the said Flat is being sold to the prospective purchaser, till the time actual possession of the said Flat is handed over; and
- (ii) Payment of transfer charges of 5% of the Total Price at which the said Flat is being sold to the prospective purchaser, from the date of possession till the formation and registration of the said Organisation/s.

33. The Purchaser/s has been informed by the Promoter that the said Building consisting of Wing A-2 and A-3, is being developed and constructed in a phase-wise manner. There are certain common areas and facilities, which may be constructed by the Promoter for the exclusive use and benefit of the purchasers/lessee/occupier of the other wings of I.T. Park. The Purchasers hereby agree that save and except the right to use to the Common areas and facilities and the Limited common areas and facilities as set out in the Fourth Schedule hereunder written, the Purchaser/s shall have no right/ title and/or interest or benefit or any right to use in respect of any other common areas and facilities and/or any amenities to be provided by the Promoter for the exclusive of the purchasers/lessee/occupiers of the flat/premises in the Wings other than Wing A-2 and A-3.

34. 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/s shall abide by the same. The Promoter has reserved unto themselves and their successors-in-title, the right to use an area admeasuring 1000 sq. ft. on Ground level of the Building as Jain Temple and to the use and enjoyment of the common recreational amenities and/or recreational areas including the said infrastructure/common facilities and/or the common areas and facilities and amenities at all times hereafter;

35. The Purchaser/s acknowledge that on account of the brand of "Indiabulls" being associated with the Project/Property, till the transfer of the said Property and the said Wing/Building to the said Organisation and the


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Apex/ Federal Organisation/, as the case may be, the Promoters reserve their right to appoint an agency for the provision of maintenance of the said Project and/or the common areas and facilities and the limited common areas and facilities to be provided to the purchasers of the Flats in the said Wing and/or the said Building and/or the Project including the said infrastructure/common facilities and/or any recreational facilities by having such arrangements/agreements with the said Organisation and/or the Apex/ Federal Organisation/s as the Promoters 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.

36. The Purchaser/s expressly agree and undertake to execute a Facility Management Agreement or any other deed, document or writing as requested for by the Promoter or any of them or any of their nominees for providing such services and the Purchaser/s shall not object to payment of fees for provision of services as aforesaid.

37. The parties hereby agree that Promoter shall be entitled to deal with the transfer/ possession/ use of the common areas and facilities and/or the limited common areas and facilities including the said infrastructure/common facilities and/or any recreational facilities and any other amenities in respect of the said Wing/said Building and/or the said Project and/or the said Property on such terms and conditions as the Promoter from time to time may decide subject to the rights herein of the Purchaser/s under these presents even after the transfer/ conveyances of the said ~~Wing~~/said Building in favour of the said Organisation and of the conveyance/lease of the said Property in favour of the Apex/Federal Organisation, as the case may be.

38. The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Flat by the Purchaser/s and his/her/its bona fide family members to the end and intent that:

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

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

39. The Promoter shall be entitled to deal with the transfer/ possession/ use of the common service amenities and other amenities including the said infrastructure/common facilities on such terms and conditions as the Promoter from time to time may decide subject to the rights herein of the Purchaser/s under these presents.

40. If the Purchaser/s desire to have additional/extra fittings and fixtures of his/her/its/their own choice to be provided in the said Flat prior to the handover of the possession of the said Flat to the Purchaser/s, the Purchaser/s shall seek permission of the Promoter, which Promoter may in its sole discretion grant subject to such terms and conditions as may be imposed by the Promoter and as set out in Annexure "I" annexed hereto.

41. The Purchaser/s agree and undertake that the said Flat will not be occupied by any person or persons till the occupation certificate in respect of the said Flat is obtained by the Promoter and copy of the same is furnished/ or intimated to the Purchaser/s.

42. Unless prevented by force majeure event/s, the Promoter will hand over possession of the said Flat to the Purchaser/s on or before 30th September 2022 excluding a grace period of six (6) months or such further period as may be agreed between the parties, subject to the Purchaser/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Flat as mentioned hereinabove and the Purchaser/s duly observing all the terms and conditions contained herein. Provided that the Promoter shall be absolved from its obligation to provide the possession of the Apartment on abovementioned date and 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 Flat are situated is delayed on account of:-

(i) non-availability of steel, cement, other Building material or labour at market competitive prices; and/or

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(ii) non-availability / shortage of labour, workman, water or electric supply; and/or

(iii) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, lock down of city or state due to pandemic/epidemic or any other emergency situation declared/ called by the Govt., terrorist attack ,terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoter; and/or

(iv) any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or

(v) delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or

(vi) delay in securing necessary permissions or completion / occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or

(vii) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat; and/or

(viii) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or

(ix) any other forces or reasons beyond the control of the Promoter.

43. For the purpose of this Agreement this expression "force majeure" shall mean and 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/pandemic or any other natural disaster,

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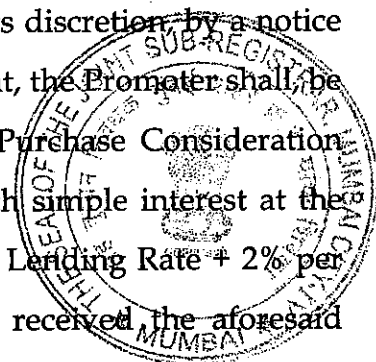
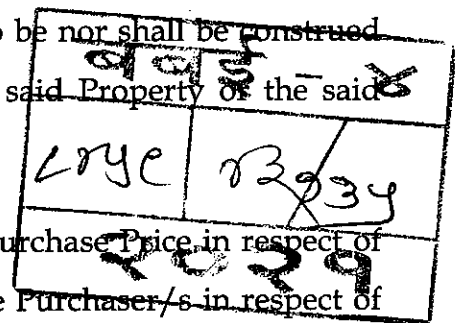
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calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

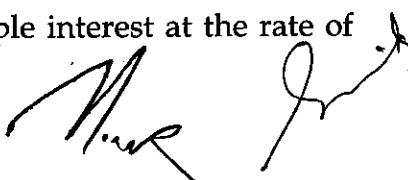
44. Upon possession of the said Flat being delivered to the Purchaser/s he/she/it/they shall have no claim against the Promoter in respect of any item of work in the said Flat, which has been carried out or completed. If within a period of five years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, then, wherever possible such defects shall be rectified by the Promoter at its own cost.

45. 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 of the said Building or any part thereof.

46. Subject to the Promoter having received the full Purchase Price in respect of the said Flat and all other amounts payable by the Purchaser/s in respect of the said Flat, if the Promoter fails or neglects to offer possession of the said Flat to the Purchaser/s, other than for reasons beyond their control and/or their agents by the period aforesaid as mentioned hereinbefore or such further extended date as may be mutually agreed upon in writing by and between the parties hereto, the Purchaser/s may at its discretion, by a notice in writing, terminate this Agreement and in such event, the Promoter shall be liable to refund to the Purchaser/s the amount of Purchase Consideration already received by it in respect of the said Flat with simple interest at the rate of State Bank of India Highest Marginal cost of Lending Rate + 2% 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/s in lieu of the said Flat herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said Flat or arising out of this Agreement (including stamp duty and registration charges paid) and the Promoter shall be at liberty to sell and dispose off the said Flat to any other person at such price and upon such terms and conditions as the Promoter may deem fit. If in the aforesaid event, the Purchaser(s) does not intend to withdraw from the Project, the Purchaser(s) agrees that apart from simple interest at the rate of




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State Bank of India highest marginal cost of Lending Rate + 2% p.a., on the purchase consideration paid by the Purchaser(s), the Promoter will not be liable for and the Purchaser(s) will not be entitled to claim any other compensation or damages from the Promoter.

47. If at any time during construction of the said Wing/Building on the said Property the Purchaser/s is able to substantiate that the construction is not in accordance with the Sanctioned Plans then the Promoter shall have the option to either rectify such deviation or refund the amount of Purchase Price till then paid by the Purchaser/s along with simple interest at State Bank of India Highest Marginal Cost of Lending Rate + 2% per annum. In case of Promoter exercising its right to refund the amount of Purchase Price, the Purchaser/s shall execute and register the required documents including any Deed of Cancellation in respect of the said Flat. In the given circumstances, the Purchaser/s shall have no other claim against the Promoter other than what is provided herein.

48. The Purchaser/s shall check up all the fixtures and fittings in the said Flat before taking possession of the same. At the time of taking possession of the said Premises, the Purchaser/s shall bring to the attention of the Promoter any defects in completion of the said Flat, in absence whereof, the Promoter shall be deemed to have presumed that the Purchaser/s is fully satisfied with the completion of the said Flat in all respects as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledge in writing to that effect to the Promoter. Thereafter, the Purchaser/s shall have no claim against the Promoter in respect of any item of work in the said Flat or in the said Wing or the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

49. The Purchaser/s himself and with intention to bring all persons into whosoever hands the said Flat may come, both hereby covenant with the Promoter as follows:-

a. To use the said Flat only for residential purpose and not permit for the purpose of office showroom/ shop/ godown or for carrying on any industry or business;

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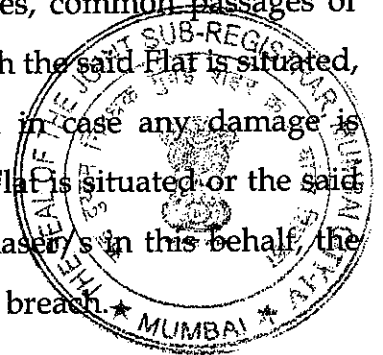
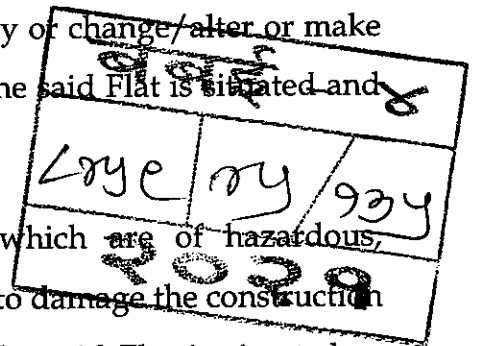
b. To use the car parking spaces only for parking cars of the Purchaser/s during the time that the Purchaser/s holds the said Flat;

c. Not to enclose and/ or misuse the said terrace (including adjoining Terrace to the Flat, if any) at any time and keep indemnified the Promoter from any action, cost, charges and expenses that may be cause or suffered by the Promoter due to any action initiated by any person or authority for such enclosure or misuse of the said terrace.

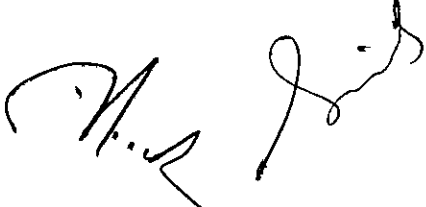
d. To maintain the said Flat at the Purchaser's own cost in good inhabitable/tenantable repair and condition from the date possession of the same is offered by the Promoter to the Purchaser/s and shall not do or suffered to be done anything in or to the said Wing/Building in which the said Flat is situated,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

e. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Wing/Building in which the said Flat 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 said Wing/Building in which the said Flat is situated, including entrances of the said Wing/Building and in case any damage is caused to the said Wing/Building in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

f. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and not do or suffer to be done anything in or to the said Wing/Building in which the said Flat 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/s committing any act in contravention of the above provision, the Purchaser/s 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drain pipes in the said Flat 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 Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the said Organisation.

h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Wing/Building in which the said Flat is situated or whereby any increased premium shall become payable in respect of the insurance.

i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Wing/Building in which the said Flat is situate.

j. Not to use the refuge areas and/or fire fighting passages in the said Wing/Building for any purpose whatsoever as the same is provided as a refuge in case of fire.

k. To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the said Wing.

l. Pay to the Promoter within prescribed time limit all the amounts due and payable in terms of this Agreement.

m. Not to transfer or assign the interest in or benefit of this Agreement and/or not to let grant licence of the said Flat 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 formation of the said Organisation.

n. After the possession of the said Flat is handed over by the Promoter to the Purchaser and until the conveyance /lease of the said Property/conveyance of

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the said Building is made to the Apex/ Federal Organisation/s and the said Organisation, as applicable, to permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good, 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.

o. 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 said Organisation of apartment holders to be formed as aforesaid.

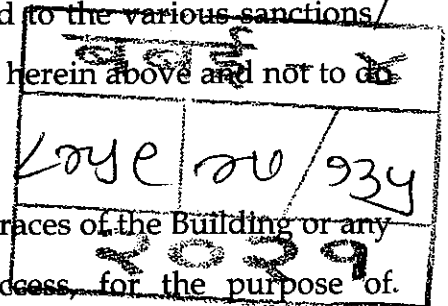
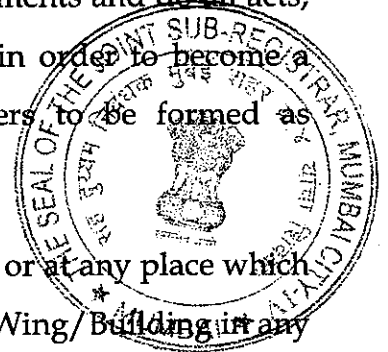
p. Not to alter or affix grills from outside the windows or at any place which affects the structure, façade and/or elevation of the said Wing/ Building in any manner whatsoever.

q. 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.

r. 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.

s. 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 Property and/or building/premises standing thereon.

t. To observe and perform all the rules and regulations which the said Organisation and/or the Apex/ Federal Organisation/s 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 said Wing/Building and the said Flat 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/s shall also observe and perform all the stipulations and conditions



[Handwritten Signature]

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laid down by the said Organisation and/or the Apex/ Federal Organisation/s regarding the occupation and use of the said Flat in the said Wing/Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Purchaser/s agree that the aforesaid amount to be collected from the Purchaser/s shall be collected and paid on an adhoc basis till all the Flats in the said Wing/Building are sold and the quantum of taxes for each Flat is determined.

u. Not to put up or install box grills outside the windows of the said Flat 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 the said Organisation and/or Apex/ Federal Organisation/s, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.

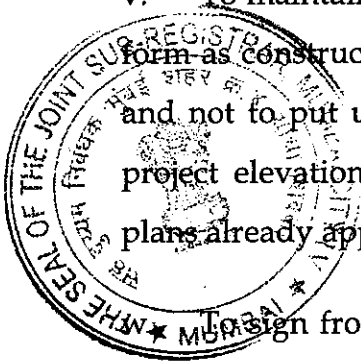
v. To maintain the external elevation of the said Wing/Building in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI, in the plans already approved by MCGM.

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 interests of the Promoter and of the purchasers of the other apartments in the said Wing and/or the said Building and/or any other building/s in the said Project.

Not to at any time demand partition of the Purchaser's interest in the said Flat

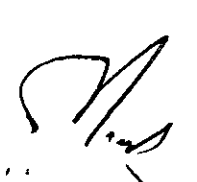
y. Not to cover or enclose in any manner whatsoever, the terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Flat in the said Wing/Building, without the prior written permission of the Promoter and/or said Organisation and/or Apex/ Federal Organisation/s and concerned authorities.

z. Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Flat.



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aa. To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the Promoter or the concerned authorities.

bb. 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.

cc. 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.

dd. Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building / said Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable.

50. **PROMOTER'S COVENANT:** The Promoter hereby represents and warrants to the Purchaser(s) as follows:

(i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

(iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report and hereinabove;

(iv) There are no adverse orders in any litigations pending before any court of law with respect to the project land or project;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the

Project, project land and said building/wing shall be obtained by following die process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and said Apartment which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed of the structure to the Organisation, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Organisation;

(x) The Promoter has duly paid and discharge undisputed government dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said land and/or Project except those disclosed in the title report.

51. The Purchaser/s are aware that the said Property on which the said Wing/Building is being constructed forms a part of the larger area agreed to be developed by the Promoter and it is comprising of various buildings on the entire Land and adjoining and surrounding the said Property. The Promoter shall be entitled to form and register the Organisation separately for

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each wing in the said Building. In view of the said entire area being a large property the individual Organisation in the said Project shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoter and/or with such Organisation having property largest in value in the said Project. The individual Body Corporate shall however be entitled to a covenant for production of title deeds from the Promoter or the Organisation whoever is in possession of the original of the title deeds and the true copies of the title deeds that are in possession of the said the Promoter and the cost and expense thereof will be borne and paid by the Organisation requiring it.

52. The Promoter has informed the Purchaser/s and the Purchaser/s are aware and hereby expressly agree that the Promoter will be developing the said Property and the buildings to be constructed thereon including the said Building in phases, as per the phase development programme to be determined by the Promoter in their absolute discretion from time to time. The Purchaser/s shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Flat or any part of the said Wing/Building is adversely affected or likely to be affected by such construction.

53. The Promoter has brought to the notice of the Purchaser/s and the Purchaser/s are aware that the said Property may be notionally divided by the Promoter into various smaller plots for the effective development of the said Property consisting of various buildings and different schemes of the layout. The Purchaser/s are also aware that the Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the Second Scheduled Land as well as the total area of the said Property on the basis of single and/or more layout as may be approved. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the said Wing/Building has no relation with the area of the plot on which the said Wing/Building is constructed.

54. The Promoters has disclosed the FSI available in respect of the said Property and no part of the said FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all


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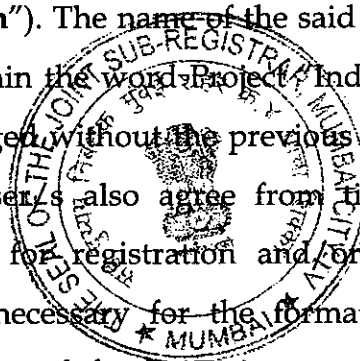

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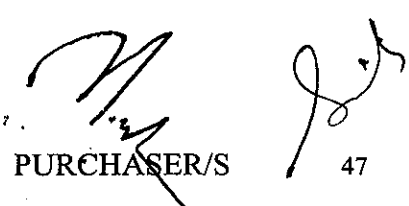
the detailed particulars in respect of such utilization of the said FSI by them. In case while developing the said Property, the Promoter has utilized any FSI of any other land or property by way of floating FSI, then the particulars of such FSI shall be disclosed by the Promoter to the Purchaser/s.

55. The Promoter intend to form a separate Organisation for each wing in the said Building and any other buildings to be constructed in the Project. The Promoter also intend that an Apex/Federal Society/Organisation/ Association of all such separate Organisation/societies will be formed (hereinafter referred to as "the Apex/Federal Organisation") which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, Gas, electric water pipe lines, cable and other service lines, common amenities, common garden in the said Project (except the Club House). The Purchaser/s herein and the said Organisation agree to become members of such Apex/Federal Organisation and bear and pay their proportionate contribution / charges to such Apex/Federal Organisation as may be levied by it from time to time and abide by its bye-laws, rules & regulations until such Organisation is formed and management is handed over to it such payments will be paid to the Promoter. The Promoter also intend to give conveyance or lease of the said Property (excluding the Promoter's retained area and the Club House) comprised of such common areas be given to the said Apex / Federal Organisation at a nominal rent of Rs.100/- (Rupees One hundred only) per year. The Purchaser/s along with other buyers of apartments in the said Wing/Building shall, join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as "the said Organisation"). The name of the said Organisation that may be formed shall always contain the word "Project 'Indiabulls Sky Forest'" and the same shall not be changed without the previous permission in writing of the Promoter. The Purchaser/s also agree from time to time to sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Organisation and for becoming a member, including the bye-laws of the proposed said Organisation and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the said Organisation of the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in

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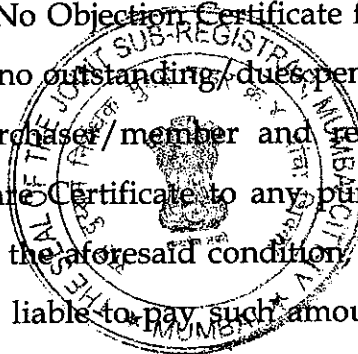
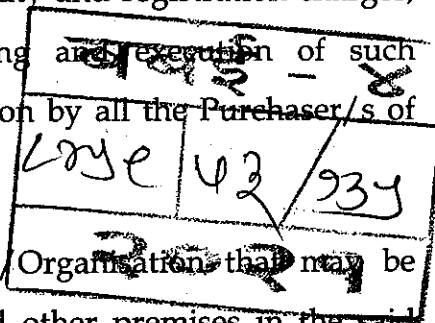

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the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar of Companies as the case may be or any other Competent Authority or as may be deemed fit by the Promoter.


56. In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the apartments and other premises in the said Wing/Building, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wing/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 said Wing/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 said Organisation shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.

57. All documents necessary for the formation and registration of the said Organisation 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 Purchaser/s of the said Wing/Building.

58. The Co-operative Society/ Limited Company/ Organisation that may be formed of the Purchasers/holders of units and other premises in the said Wing and/or the said Building shall not issue Share Certificate to any Purchaser/ member without obtaining the No Objection Certificate from the Promoter certifying that the Promoter have no outstanding dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Organisation issues Share Certificate to any purchaser/member without adhering to or abiding by the aforesaid condition, the said Organisation shall itself be responsible and liable to pay such amounts due and payable, if any, by such purchaser/ member to the Promoter.




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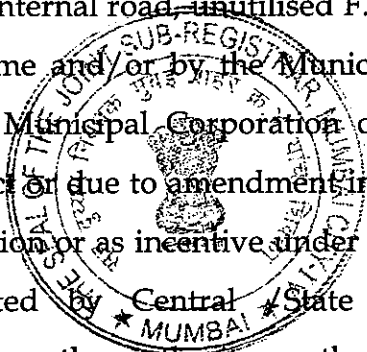

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59. The Promoter may opt (but shall not be bound) to become and continue to be the member of the said Organisation and/or the Apex/ Federal Organisation in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfer, assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organisation and/or the Apex/Federal Organisation in respect of the said rights and benefits. The Purchasers herein and the said Organisation and the Apex/Federal Organisation, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Organisation and/or the Apex/Federal Organisation and the Purchasers do hereby give their specific consent to them being admitted.

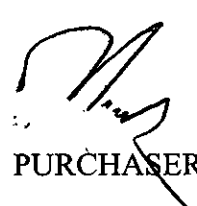
60. **THIS AGREEMENT IS NOT GRANT TRANSFER ETC. OF LAND/BUILDING AND PURCHASER(S) NOT TO CLAIM ANY RIGHT IN RESPECT OF OTHER PREMISES:** Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment or transfer of possession in law of the said Apartment or of the said Land and Buildings or any part thereof. The Purchaser(s) shall not be entitled to claim partition of their share in the said Building or portion thereof and the same shall always remain impartibly. Even after entire consideration is paid by the Purchaser(s) to the Promoter, the Purchaser(s) shall have no claim save and except in the Apartment agreed to be sold to them and all open space, stilt parking space, lobbies, staircase, terraces, garden, recreation spaces, meter rooms, entrance lobby, servants toilets, fire refuge area, Podium, Car Parking below Podium, internal road, unutilised F.S.I or the F.S.I that may be granted under any Scheme and/or by the Municipal Authorities or Central/ State Government or Municipal Corporation or any other authority under any Scheme or Project or due to amendment in D.C. Regulation or any other Act, Rules or Regulation or as incentive under any Scheme or Project that may be formulated/floated by Central State Government or the Municipal Corporation or any other authority or otherwise howsoever.

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61. **PROMOTER'S RIGHT TO DEAL WITH THE SAID LAND:** The Promoter shall be at liberty to sell, transfer, assign, mortgage and/or raise money on security of the said Land and/or deal with or dispose off, their right, title and interest in the said Land, building and structures that may be constructed thereon without any reference to the Purchaser(s) provided however that the

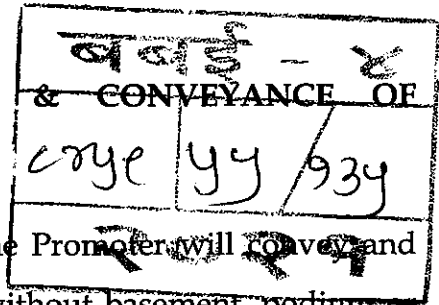

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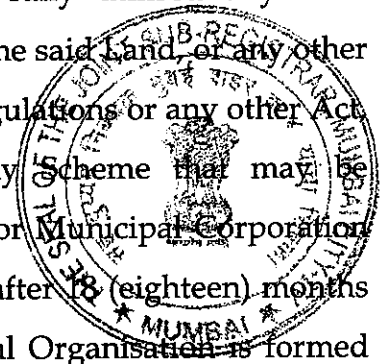


Promoter do not affect or prejudice the interest of the Purchaser(s) under these presents in respect of the said Apartment agreed to be purchased by them.

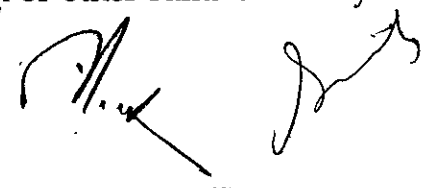
62. CONVEYANCE/LEASE OF SAID LAND & CONVEYANCE OF BUILDING :



It is agreed by and between the Parties that the Promoter will convey and transfer the said Building (only Built-up area without basement, podium or public parking lot) to a Co-operative Society or any other Organisation/s that may be formed in respect of that particular Wing/Building which shall not be later than 18 (Eighteen) months from the date of receipt of Occupation Certificate and handing over of all the Flats in the Building to respective purchasers of the Flats/Apartments in the Building. It is further agreed by and between the parties hereto that the Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the building are sold/ allotted and after full development of the said entire project comprising of various buildings is completed by utilising the full F.S.I. of the said entire Land and other surrounding plots that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 (eighteen) months from the date when the said Apex Body / Federal Organisation is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Organisation, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities together with the building/s or otherwise by obtaining or executing the necessary Conveyance/Lease of the said Land. Any premium or other sums of money

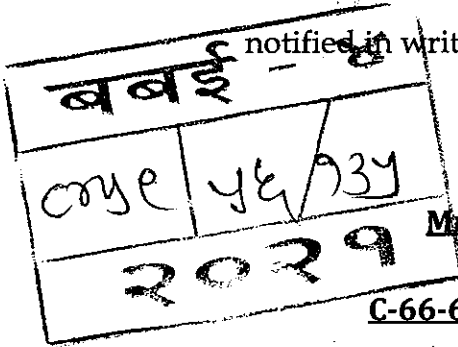



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demanded by any authority for the same will be paid by all the premises buyers alone and the Promoter shall not be responsible for the same in any way. Such Conveyance/ Lease shall be in keeping with the terms and provisions of this Agreement. Even after execution of the Conveyance/Lease, the possession of the said Land and the rights to develop and/or construct the said Building as also on the other parts of the said Land as foresaid shall be of the Promoter and/or their assignees and the offer of possession and subsequent possession of the said Apartment under this Agreement shall be subject to the above and other conditions of these presents and the Purchasers hereby agree to the same.

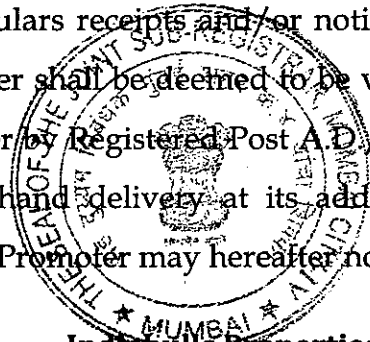
63. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by any Authorized Signatory or Officer of the Promoter and any notice to be given to the Purchaser/s shall be considered as duly served if the same shall have been delivered to, left or posted to the Purchaser/s at the address specified below, by Registered Post A.D. or Courier. In case there are Joint Purcahser(s), all communication shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Purchasers. Any change in the address of the Purchaser/s should be notified in writing by the Purchaser to the Promoter:



Mr. Shripal Raj Lodha & Mrs. Sarita Lodha

C-66-67. Shastri Nagar, Jodhpur, Rajasthan-342003

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



Indiabulls Properties Private Limited

M-62/63, 1st Floor, Connaught Place, New Delhi - 110001

65. If any Sales Tax/ Works Contract Tax/ Value Added Tax/ Service Tax is payable or any other tax/liability/levy/cess on account of this transaction

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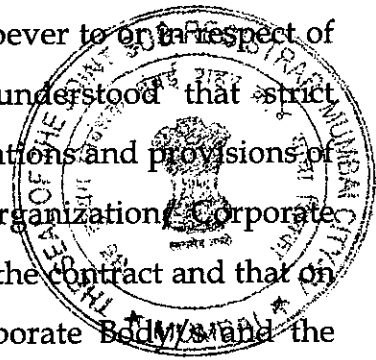
arises now or in future, the same shall be paid and discharged by the Purchaser/s alone and the Promoter shall not be liable to contribute anything on that account. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoter in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of such liability.

66. This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser/s that they shall be bound by the decision of the majority of the buyers to whom the Promoter will sell the other premises in the said Wing/ the said Building, in all matters in relation to or arising under or out of this agreement or in relation to or concerning the management administration and affairs of the said Second Scheduled Land and the said Wing/Building to be constructed thereon and the said Organisation that may be formed.

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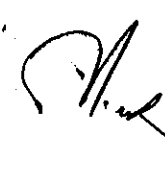
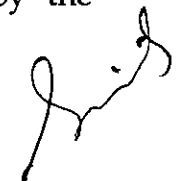
67. **PURCHASER(S) CONSENT TO RIGHTS RESERVED BY PROMOTER:**

The Purchaser(s) have expressly, irrevocably and unconditionally agreed and consented to rights reserved by the Promoter for themselves, their nominees and/or assigns including the right to use the identified area admeasuring 1000 sq. ft. at Ground level of the Building as "Jain Temple" and the Purchaser(s), the Organization/ Corporate Body/s and the Apex Body shall not raise any interference, dispute or objection whatsoever to or in respect of the same. It is expressly clarified, agreed and understood that strict compliance of the terms, conditions, covenants, stipulations and provisions of this Agreement on the part of the Purchaser(s), the Organization/ Corporate Body/s and the Apex Body, shall be of the essence of the contract and that on the basis of the Purchasers, the Organization/ Corporate Body/s and the Apex Body agreeing and undertaking to strictly comply with and observe the terms, conditions, covenants, stipulations and provisions of this clause, the Promoter has entered into this Agreement.



68. The Promoter shall, in respect of any amount liable to be paid by the Purchaser(s) under this Agreement or otherwise at law, have first lien and charge on the said premises/Apartment agreed to be acquired by the Purchaser(s).


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69. The Promoter and the Purchaser/s 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 both hereby indemnify and keep indemnified each other of and from the same.


70. 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.

71. 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/s 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/s nor shall the same in any manner prejudice the rights of the Promoter.

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72. The Purchaser/s 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/s relying solely on the Purchaser/s 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/s to be observed, performed and fulfilled and complied with and therefore, the Purchaser/s 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/s.


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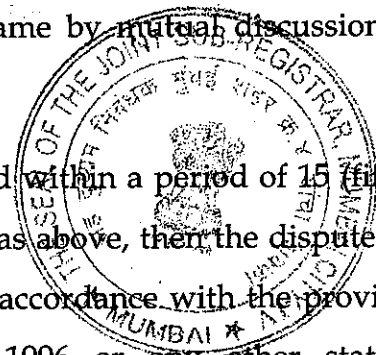
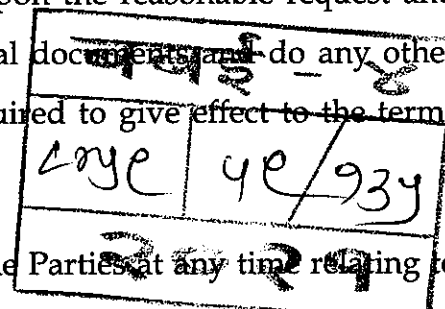

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73. Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payment dues as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sum deposited by the Purchaser(s) in connection therewith including the booking amount will be returned after necessary deduction and without any interest or compensation whatsoever.

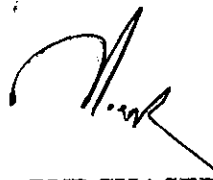
74. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.

75. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provisions hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussion and agreement.

If the dispute or difference cannot be resolved within a period of 15 (fifteen) days, from the notice by the aggrieved party as above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company.




PROMOTER


PURCHASER/S

76. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

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

78. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall indemnify the Promoter against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoter. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoter in consequences of any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice-versa on account of such liability. The Promoter has informed the Purchaser/s 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).

79. All costs charges and out of pocket expenses levies fees penalty or premium in connection with the formation of the said Organisations and/or the Apex/Federal Organisation and execution of Conveyance and/or Lease as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoter or the Purchaser/s as well as the entire professional costs of the Advocates of the Promoter in preparing and approving such documents shall be borne and paid by the proposed said Organisation and the organisations of each wing or proportionately by all the buyers in the said Wing/Building including the Purchaser/s herein. The Promoter shall not be liable to

PROMOTER

PURCHASER/S

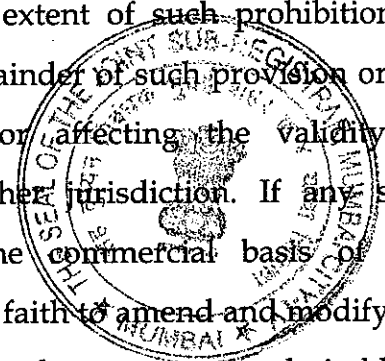
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contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid by them to the Promoter immediately on demand.

80. The Purchaser/s hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Flat in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Purchaser/s that if the Purchaser is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Flat, 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, 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/s agree to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.


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81. 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.



82. The Purchaser/s and Promoter shall present this Agreement as well as the


PROMOTER


PURCHASER/S

Lease and/or Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time prescribed by the Registration Act.

83. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

84. The Promoter states that it is assessed to Income tax and the Permanent Account Number allotted to the Promoter is AABCI3417R.

85. The Purchaser/s state/s that the he/she/it is assessed to Income tax and the Permanent Account Number allotted to the Purchaser/s is AAJPL2949L & AAJPL2956P

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Land)

All that piece or parcel of land or ground with building (since demolished)

bearing C.S. No. 841 admeasuring 39,086.43 square meters or thereabouts popularly known as Jupiter Textile Mills situated at Balaseth Murudkar Marg, adjoining to Senapati Bapat Marg, Elphinstone Road Mumbai-in the Registration Sub-District and District of Mumbai City and Mumbai Suburban situated within Mumbai Municipal Limit & Residential/Commercial Zone and all that piece or parcel of land or ground with buildings (since demolished) 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 said property is bounded as follows:

PROMOTER

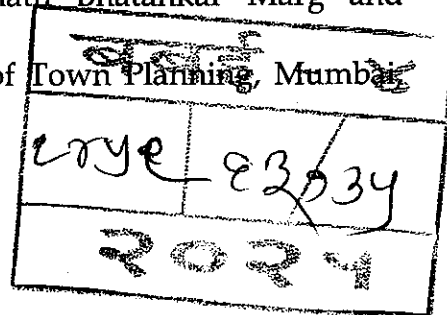
PURCHASER/S

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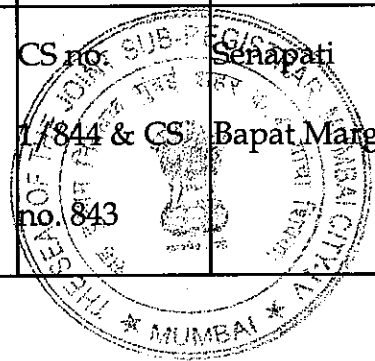
C.S. No.	Admeasuring Square metres	North	South	East	West
841	39086.43	Fitwala Road	Balasheth Murudkar Marg	CS no. 1/844 & CS no. 843	Senapati Bapat Marg
882	4981.33	Jagannath Bhatankar Marg	Fitwala Road	CS no. 882/ part MCGM land	Senapati Bapat Marg

THE SECOND SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land or ground with buildings and structures standing thereon known as "Sky Forest" on plot bearing C.S. No. 841 admeasuring 5263.44 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 12/90 and bounded as follows:




C.S. No.	Admeasuring Square metres	North	South	East	West
841	5263.44	Fitwala Road	Balasheth Murudkar Marg	CS no. 1/844 & CS no. 843	Senapati Bapat Marg



THE THIRD SCHEDULE ABOVE REFERRED TO

A residential Flat/Apartment bearing No. A2-4703 admeasuring about 337.33 square meters of carpet area equivalent to 3631.02 square feet of carpet


PROMOTER

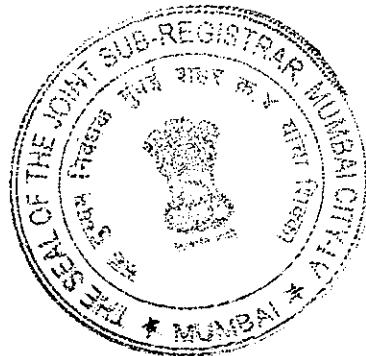
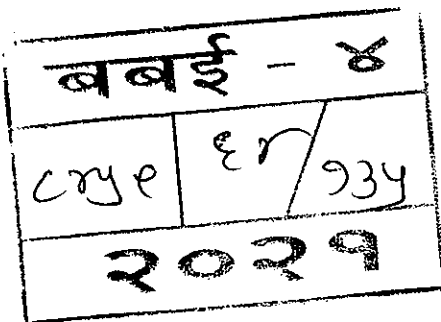

PURCHASER/S

area or thereabouts (in bareshell condition, prior to application of any finishes/ finishing materials), on the 47th & 48th (Duplex) floor in Wing A2 of the Building known as "Sky Forest" on portion of the Land bearing Cadastral Survey No. 841 of Lower Parel Division, Mumbai or thereabouts together with the benefit/privilege of Common Area and Facilities and Limited Common Areas and Facilities appurtenant to the said Flat/Apartment which includes the facility of number of 5(Five) Covered Car Parking Spaces in the Building.


Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use 80.34 square meters (equivalent to 864.77 square feet) of area within the Apartment which includes balcony, internal lift lobby, niche, internal staircase and flower bed if any.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Area covered under the external & internal walls and Pardis (Built up Areas) and staircase/s & lift/s, if any provided.




PROMOTER


PURCHASER/S

SIGNED AND DELIVERED
By the within named Promoter
INDIABULLS PROPERTIES PRIVATE LIMITED
Through its Authorised Representative



Mr. Lalit Narayan Makhijani

In the presence of...

1. *Grandeeep*
gijwata
- 2.

L. Makhijani



SIGNED AND DELIVERED by the
Within named Purchaser



Mr. Shripal Raj Lodha

Shripal Lodha



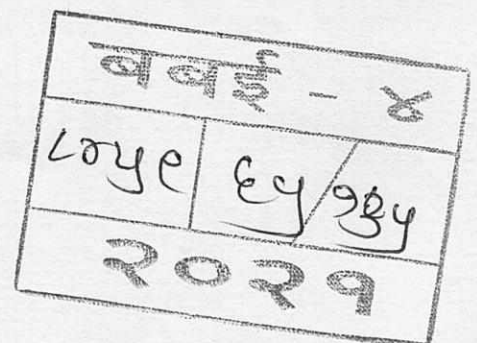
Mrs. Sarita Lodha

Sarita Lodha



In the presence of...

1. *Grandeeep*
gijwata
- 2.



RECEIPT

Received of and from the withinnamed Purchaser/s, the sum of Rs 1,88,15,297/- (Rupees One Crore Eighty Eight Lakh(s) Fifteen Thousand Two Hundred Ninety Seven Only) being 9.90% of the Rs. 19,00,00,000 /- (Rupees Nineteen Crore 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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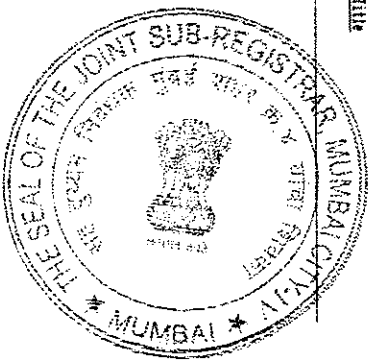
Annexure A

Division: LOWER PANEL
Register No. 218
Page No. 77

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 282 of the Maharashtra Land Revenue Act, 1956)

Filed by:
Validated by: SRI S. S. BROSE

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Categorical Survey No.	5. Figure	6. Area in Sq. Meters	7. Locations Survey No.	8. Collector's Map No. (Collector's Roll No.)			
472,473,474,475	TULSI PIPE LINE ROAD	B AND NOB 2326(3), 2327(1), 2328(3), 2329, 2317(4), 2318(1), 2318(2), 2318(1), 2318(2), 2318(3), 2462(2) AND 2316 ST NOS. 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 AND 51.	841	IF FORMS 1 L.T.A. 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LD.) (B)-P-(THE HIND MILLS LIMITED) (C)-C-(KHEMABAI JOTTER SPO. & WKS. CO. LD.) (D)-P-(NATIONAL TEXTILE CORPORATION (SOUTH MAHARASHTRA) LTD.) (E)-C-(INDIAN MILLS PROPERTIES PRIVATE LIMITED)	(A)-P-(FOR L.S. NO. 23 & 24(2)) [CONFORMANCE DT. 8.7.1897 FROM SITE DINGHA NAKHEDI PETH] (FOR L.S. NO. 27(242)) CONFORMANCE DT. 29.9.1897 FROM WADLI SAMAJI (FOR L.S. NO. 24(3)) CONFORMANCE DT. 15.3.1897 FROM NORDA VIMVAK AND DHEENS] (FOR L.S. NO. 17(244 & 24(3)) [CONFORMANCE DT. 6.10.1894 FROM DORSE ANAND] (FOR L.S. NO. 27(244)) VIDE COL. 17 OF ORIGINAL ENTRY] (FOR L.S. NO. 27(245)) NEED OF EXCHANGE DT. 31.7.1897 FROM THE M.P. CORPORATION OF THE CITY OF BOMBAY] (FOR L.S. NO. 14(243)) CONFORMANCE DT. 23.10.1894 FROM REV. ANAZ FER- MINDEZ] (FOR L.S. NO. 8(243)) CONFORMANCE DT. 9.6.1897 FROM REV. ANAZ FER- MINDEZ.] (FOR L.S. NO. 10, 34 & 44(243) PART I) (FOR DT. 27.10.1897 FROM BARROW JACOB BAVI]) (FOR L.S. NO. 26(3)) CONFORMANCE DT. 16.8.94 FROM 'A' IN COL. 19 TO 'F' IN COL. 10 FOR RS. 2,00,000/- VIDE ALSO C.S. NO. 282 OF LOWER PANEL.] (C)-[OFFICIALLY DT. 26.10.92 MADE BY MAHARASHTRA V. PROBABLY, MANAGER, JOT- TER TEXTILE MILLS BEFORE THE ASST. REGISTRAR & METROPOLITAN MAGI- STRATE, BOMBAY TO THE EFFECT THAT JOTTER TEXTILE MILL WAS BURNED AS 'X' IN COL. 10 AND THE SAID MILL WAS TAKEN OVER BY 'F' IN COL. 10	12. Modification of Title	9. Ground Rent See to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner



वर्क - ४
४६/९३५
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9. Ground Rent : 10. Name of Person in Beneficial Ownership due to Govt. 11. Mode of Acquisition by Private Owner 12. Revolution of Title

13. Original Grant from Govt., if any
 14. Lease from Public Body or Entity
 15. Grant : 16. Superintendent's Initial
 Ret. due to Public Body or Entity

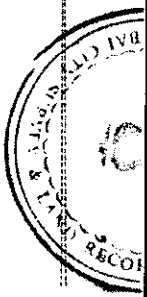
17. Remarks
 8. Continued

<p>←-CESS REFERRED VIDE R.R.NO.202 DT.16.5.1911]</p> <p>←-REFERRED VIDE R.R.NO.58 DT.15.9.1914.</p> <p>←-REFERRED VIDE R.R.NO.11 DT.30.7.1920.</p> <p>←-REFERRED VIDE R.R.NO.201 DT.16.5.1921.</p> <p>←-REFERRED VIDE R.R.NO.14 DT.28.4.1921.</p> <p>←-REFERRED VIDE R.R.NO.79 DT.23.9.1914.</p> <p>←-REFERRED VIDE R.R.NO.88 DT.23.9.1914.</p> <p>←-REFERRED VIDE R.R.NO.20 DT.30.4.1915.</p> <p>←-REFERRED VIDE R.R.NO.13 DT.30.7.1920.</p> <p>←-ASSESSMENT IS LEVIED AS PER T.A.ACT OF 1949 & VIDE ORDER NO. REV/14/1/1/C.S.NO.841 DT.25.1.50 ISSUED BY DT.COLLECTOR, MHMT & SPL, TENNES AND LITTON BRANCH, 97 HAR CITY, ORDER IS FILED IN FILE NO.5741/ MISC./L.P. No.1</p> <p>-----ASSESSMENT FIXED AS PER 148 ACT, 1949 AND VIDE ORDER NO. REV/14/1/50/ A/P C.S.NO.841 DATED 2.8.51 ISSUED BY THE DEPUTY COLLECTOR TENNES</p>	<p>Assessment (antedated) as per 148 Act, 1949 and vide Col.No.17 for first 10 Years</p> <p>(i) 1-8-1971 to 31-7-1991 Rs. 4338.60 P.A.</p> <p>(ii) 1-8-1991 to 31-7-1991 Rs. 3006.50 P.A.</p> <p>(iii) 1-8-1991 to 31-7-2001 Rs. 21690.00 P.A.</p> <p>(iv) 1-8-2001 to 31-7-2011 Rs. 32350.50 P.A.</p> <p>For last 10 Years</p> <p>(v) 1-8-2011 to 31-7-2021 Rs. 43386.00 P.A.</p>	<p>(B)-SP/-22.3.48 SUPDT.</p> <p>(B)-SP/-19.1.59/-21.1.64 SUPDT.</p> <p>(E)-SP/-15-10- N.S.M & C. HILL, SP/-15-10-65 ASSDT, SUPDT.</p>
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17. Details

18. Contained

ABOLITION BANKING, BOMBAY CITY, ORDER FILED IN FILE NO. SA/INTS/CL/ORDER
PAGE DIVISION.
SV/26-4-85

4-NAN AREA ABANDONING 9.68 SQ. METERS HAVE BEEN TAKEN THIS HOLDING
FOR SET BACK PURPOSE VIDE SUB-COMMISSIONER(MAIN) 6/5000 WARD MCHN
POSSESSION RECEIPT NO. AHS/PSV(ACT) 11/7-2-2013 AND ALSO
MEASUREMENT NO. 582/15 CARRIED OUT BY THIS OFFICE ON 11/9-2-2013
VIDE NOT. (R. NO. 1040/2013
SV/28-4-50/7-2-15 ASSTT. SUPDT., SV/4-2-2013 SUPDT. M. S. A. I. A.

RE:
+-(THE BANK OF BARODA)

---(ORDER NO. 3519) MORTGAGE DT. 16.8.1948 FROM 'Y' IN COL. 10 TO 'W' IN
COL. 2 FOR RS. 30,00,000/- VIDE ALSO C.S. NO. 802 OF THIS BIVK.]
SV/-11.11.98 SUPDT.

---RECOMPENSANCE DT. 6.10.53 FROM M. IN COL. 2 IN RESPECT OF MORTGAGE DT.
16.8.48 IN FAVOR OF 'Y' IN COL. 10 FOR RS. 10,21,424-10-9 VIDE ALSO
C.S. NO. 802 OF THIS BIV.
SV/-16.3.54, SV/-17.3.54 SUPDT.

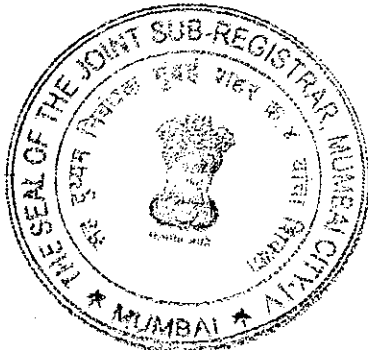
Name of Applicant: SHAMDEP R. BANHEWAL
Date of Application: 21/02/2018
Fee recovered: Rs. 1441136.00
Reference of Issue: 222692620182
Date of Issue: 27/02/2018

(Rectangular ' () ' Brackets shows entry deleted)
Note :- this is a true copy of the extract of C.S. Register which forms part of this office record
and the area of the property referred to therein is 3971.77 Sq. meters.

(DIRECTOR GENERAL SURVEY SIX FLOOR SEVENTH SEVEN AN. ATTA. ONLY)

Superintendent:
Mumbai City Survey and Land Records

20/11/18



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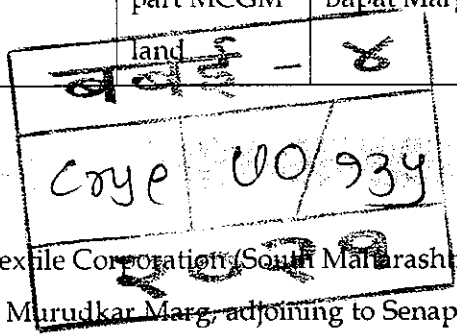
TITLE REPORT

QUERIST - INDIABULLS PROPERTIES PRIVATE LIMITED

1. DESCRIPTION OF THE LARGER 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.841 land admeasuring 39,086.43 square meters or thereabouts popularly known as Jupiter Textile Mills situated at Balaseth Murudkar Marg, Mumbai & CS No.882 admeasuring 5,888.14 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 No.12/89 (hereinafter be collectively referred to as "said larger property") and total properties are bounded as follows:

Cadastral Survey No.	Admeasuring square meters	North	South	East	West
841	39,086.43 square meters	Fitwala Road	Balaseth Murudkar Marg	CS No.1/841 and CS No.843	Senapati Bapat Marg
882	5,888.14 square meters	Jagannath Bhatankar Marg	Fitwala Road	CS No.882/ part MCGM	Senapati Bapat Marg



2. 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.841 land admeasuring 39,086.43 square meters or thereabouts popularly known as 'Jupiter Textile Mills' situated at Balaseth Murudkar Marg, Mumbai together with structure thereon namely "Sky Forest" on portion of land

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admeasuring approximate about 9000 sq. meters & CS No.882 admeasuring 5,888.14 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 No.12/89 together with structure thereon namely "Sky 882" having an approximate saleable area of 4,21,893 sq. mtrs. and total properties are bounded as follows:

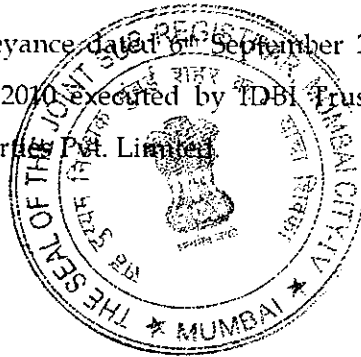
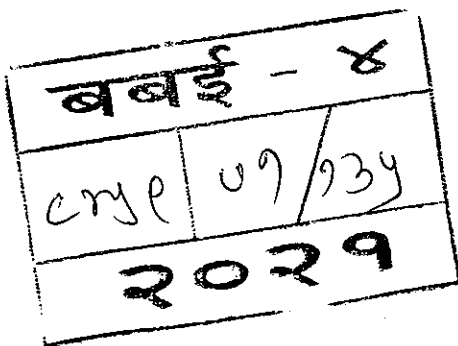
Cadastral Survey No.	Admeasuring square meters	North	South	East	West
841	Approximate 9000 square meters out of 39,086.43 square meters	Fitwala Road	Balaseth Murudkar Marg	CS No.1/844 and CS No.843	Senapati Bapat Marg
882	5,888.14 square meters	Jagannath Bhatankar Marg	Fitwala Road	CS No.882/ part MCGM land	Senapati Bapat Marg

(hereinafter collectively referred as the "said property")

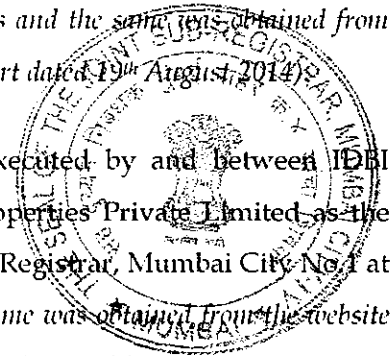
3. DOCUMENTS MADE AVAILABLE IN RESPECT OF THE SAID PROPERTY:

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

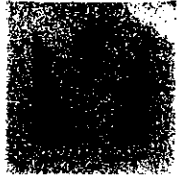
1. Photocopy of Sale Deed dated 15th July 2005 registered in the office of Sub-Registrar Mumbai at Sr. No. 6776/2005 executed by The National Textile Corporation (South Maharashtra) Limited (Unit: Jupiter Textile Mills) in favour of Indiabulls Properties Private Limited.
2. Photocopy of Deed of Reconveyance dated 6th September 2010 registered in the office of Sub-Registrar at Sr. No. 7293/2010 executed by TDBI Trusteeship Services Ltd.(ITSL) in favour of M/s. Indiabulls Properties Pvt. Limited



3. Photocopy of Deed of Reconveyance dated 6th September 2010 registered in the office of Sub-Registrar at Sr. No. 7294/2010 executed by IDBI Trusteeship Services Ltd.(ITSL) in favour of M/s. Indiabulls Properties Private Limited.
4. Photocopy of Indenture of Mortgage dated 28th September 2010 registered in the office of Sub-Registrar Mumbai at Sr. No.7815/2011 executed by Indiabulls Properties Private Limited in favour of IDBI Trusteeship Services Ltd.
5. Photocopy of Deed of Release dated 4th October 2010 registered in the office of Sub-Registrar Mumbai at Sr. No. 7959/2010 executed by IDBI Trusteeship Services Ltd.(ITSL) in favour of M/s. Indiabulls Properties Private Limited.
6. Photocopy of Deed of Release dated 16th December 2011 registered in the office of Sub-Registrar Mumbai at Sr. No. 8811/2011 executed by IDBI Trusteeship Services Ltd. in favour of Indiabulls Properties Private Limited.
7. Photocopy of Form-8 for modification of charge of ICICI Bank under Indenture of Mortgage dated 15th October 2005 bearing Sr. No. 9284/2005 and an Amendatory Indenture of Mortgage dated 14th September 2006 bearing Sr. No 9049/2006.
8. Photocopy of Deed of Reconveyance dated 19th December 2013 executed by and between IDBI Trusteeship Services Ltd., as Mortgagee and Indiabulls Properties Private Limited as the Mortgagor, which was registered with the office of Joint Sub-Registrar, Mumbai City No.1 at Sr. No.11254/2013 (this document is not provided to us and the same was obtained from the website 'igrmaharashtra.gov.in' as it reflects in the Search Report dated 19th August 2014).
9. Photocopy of Deed of Release dated 20th January 2014 executed by and between IDBI Trusteeship Services Ltd., as Mortgagee and Indiabulls Properties Private Limited as the Mortgagor, which was registered with the office of Joint Sub-Registrar, Mumbai City No.1 at Sr. No.491/2014 (this document is not provided to us and the same was obtained from the website 'igrmaharashtra.gov.in' as it reflects in the Search Report dated 19th August 2014).



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10. Photocopy of Indenture of Mortgage dated 3rd April 2013 executed by and between Indiabulls Properties Private Limited as the Mortgagor and IDBI Trusteeship Services Ltd., as Mortgagee, which was registered with the office of Joint Sub-Registrar, Mumbai City No.2 at Sr. No.1953/2013 (this document is not provided to us and the same was obtained from the website 'igrmaharashtra.gov.in' as it reflects in the Search Report dated 19th August 2014).
11. Photocopy of Deed of Release dated 20th January 2014 executed by and between IDBI Trusteeship Services Ltd., as Mortgagee and Indiabulls Properties Private Limited as the Mortgagor, which was registered with the office of Joint Sub-Registrar, Mumbai City No.1 at Sr. No.492/2014 (this document is not provided to us and the same was obtained from the website 'igrmaharashtra.gov.in' as it reflects in the Search Report dated 19th August 2014).
12. Photocopy of Indenture of Mortgage dated 19th December 2013 executed by and between Indiabulls Properties Private Limited as the Mortgagor and IDBI Trusteeship Services Ltd., as Mortgagee, which was registered with the office of Joint Sub-Registrar, Mumbai City No.1 at Sr. No.11256/2013 (this document is not provided to us and the same was obtained from the website 'igrmaharashtra.gov.in' as it reflects in the Search Report dated 19th August 2014).
13. Photocopy of Indenture of Mortgage dated 20th January 2014 executed by and between Indiabulls Properties Private Limited as the Mortgagor and IDBI Trusteeship Services Ltd., as Mortgagee, which was registered with the office of Joint Sub-Registrar, Mumbai City No.1 at Sr. No.493/2014 (this document is not provided to us and the same was obtained from the website 'igrmaharashtra.gov.in' as it reflects in the Search Report dated 19th August 2014).
14. Photocopies of property cards.
15. Photocopies of relevant Form 17 filed with the Registrar of Companies.
16. Photocopies of Property Tax Bills and the Receipts for the year 2011-12 and 2012-13 issued by the Municipal Corporation of Greater Mumbai issued by the Municipal Corporation of Greater Mumbai.

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17. Photocopy of Receipt bearing No. 323182 dated 23rd May 2013 for payment of land tenure tax issued by the Collector Office, Mumbai.
18. List showing Agreements to Sale/Sale Deeds executed by Indiabulls Properties Private Limited with various individuals, companies, firms etc. in respect of the Units constructed in residential project namely Sky 882.
19. Search Reports dated 27th June 2013 and 19th August 2014 of the Search Clerk, Shri. Sachin S. Pawar.

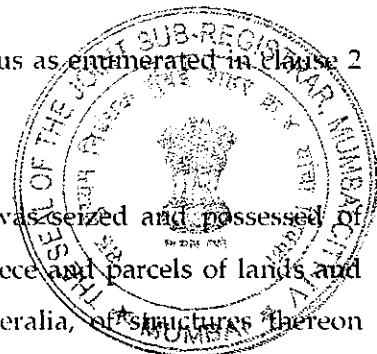
4. PROCESS FOLLOWED FOR TRACING OF TITLE:

We have caused a search for a period of 31 years (1984 to 2014) of the Index II entries in the office of the Sub-Registrar of Assurances, Mumbai -1 to 3. We have perused the documents mentioned hereinabove made available to us and compared the entries in the Index II with the same. The record from the year 1984 to 2013 (Manual Record) and Computerized Record from the year 2002 to 2013 is not properly maintained and totally mixed up. Some of the Index II books are not properly bound and some pages were torn from the register. Our search was therefore limited by the same. However, missing links could be verified from the copies of the documents furnished.

5. FLOW OF TITLE OF THE SAID PROPERTY:

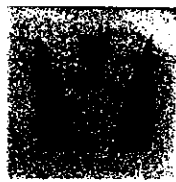
This report is strictly based on the documents made available to us as enumerated in clause 2 herein above.

- 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 being the said larger property.

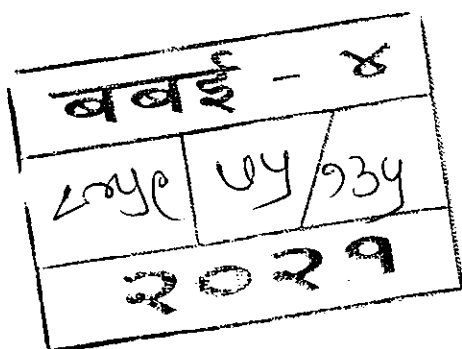


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- ii. Thereafter, the name of the said David Mills Company Limited was changed to Jupiter Textile Mills Limited.
- iii. In or about 1948, The Hind Mills Company Limited acquired, inter alia, the assets (including the said property) of Jupiter Textile Mills Limited. Thereafter, Ahmadabad Jupiter Spinning and Weaving 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 Limited.
- 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 larger property. 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.
- vi. 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 MCGM the National Textile Corporation (South Maharashtra) Limited invited tenders for the sale of the said larger property.
- 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



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otherwise well and sufficiently entitled to the said property. Accordingly, the name of Indiabulls Properties Private Limited was mutated on the property card in respect of the said property.

- viii. It is seen from Deed of Reconveyance dated 6th September 2010 registered in the office of Sub-Registrar at Sr. No. 7293/2010 that Indiabulls Properties Pvt. Limited had availed a loan of Rs. 200,00,00,000/- (Rupees Two Hundred Crore Only) against said larger property alongwith all superstructure present and future including the present and future FSI from LIC Housing Finance Ltd. under Loan Agreement dated 30th January 2009 and the IDBI Trusteeship Services Ltd. was appointed as a security trustee at the request of LIC Housing Finance Ltd. with whom Indiabulls Properties Pvt. Limited entered into a Supplemental Indenture of Mortgage dated 31st January 2009. Indiabulls Properties Pvt. Limited repaid the entire outstanding sum of Rs. 200,00,00,000/- (Rupees Two Hundred Crore Only) in consideration of which the IDBI Trusteeship Services Ltd. reconveyed the said property in favour of M/s. Indiabulls Properties Private Limited vide aforesaid Deed of Reconveyance. Accordingly, Form 17 was executed and registered with the Registrar of Companies on 16th July 2010.
- ix. It is seen from Deed of Reconveyance dated 6th September 2010 registered in the office of Sub-Registrar at Sr. No. 7294/2010 that M/s. Indiabulls Properties Private Limited had availed a loan of Rs. 300,00,00,000/- (Rupees Three Hundred Crore Only) more particularly Rs. 160,00,00,00/- ((Rupees One Hundred Sixty Crore Only) and Rs. 140,00,00,000/- (Rupees One Hundred Forty Crore Only) from ICICI and Infrastructure Development Finance Company Limited (IDFC) respectively against the said larger property together with structures standing thereon both present and future under Indenture of Mortgage dated 15th October 2005 and an Amendatory Indenture of Mortgage dated 14th September 2006 and the IDBI Trusteeship Services Ltd. was appointed as a security trustee for the aforesaid mortgage. It is seen that by an Amendatory Indenture of Mortgage dated 14th September 2006, Infrastructure Development Finance Company Limited (IDFC) being the lender, the facility of Rs. 140,00,00,000/- (Rupees One Hundred Forty Crore Only) secured by charge on the aforesaid property stood as Rs. 300,00,00,000/- (Rupees Three Hundred

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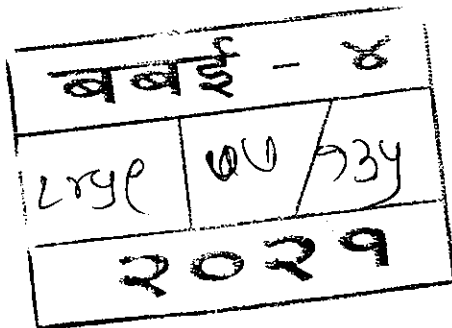
Crore Only) sanctioned by the ICICI Bank. It is further seen that M/s. Indiabulls Properties Private Limited repaid the entire outstanding sum of Rs. 185,45,00,000/- (Rupees One Hundred Eighty Five Crore Forty Five Lakhs Only) towards the facility secured by the modified charge of ICICI Bank in consideration of which the IDBI Trusteeship Services Ltd. reconveyed the aforesaid property in favour of M/s. Indiabulls Properties Private Limited vide aforesaid Deed of Reconveyance. Accordingly, Form 17 was executed and registered with the Registrar of Companies on 3rd September 2009.

- x. It is seen from Indenture of Mortgage dated 28th September 2010 registered in the office of Sub-Registrar Mumbai -2 that under a master facility agreement dated 21st September 2010 amongst Indiabulls Properties Pvt. Ltd. and ICICI Bank, Indiabulls Properties Pvt. Ltd. availed certain facilities for consideration of Rs. 450,00,00,000/- (Rupees Four Hundred Fifty Crores Only) on terms and conditions as stated therein and as per one of the condition of the aforesaid master facility agreement, the facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation/devaluation/fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Indiabulls Properties Pvt. Ltd. under the Facility Agreement and/or the other Transaction Documents shall be secured, inter alia, by a charge on the Mortgaged Properties. Accordingly, the Indiabulls Properties Pvt. Ltd. and ICICI Bank agreed to that the mortgage and charge on the mortgaged properties shall be by way of a legal mortgage in English form pursuant to which the aforesaid Indenture of Mortgage was executed in respect of following properties.

➤ Property 1 -

Land (with all buildings and structures thereon both present and future) bearing CTS No. 882 admeasuring 5,888.14 sq. mtrs. and located at Balaseth Murudkar Marg adjacent to Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.



Property 2 -

Land (with all buildings and structures thereon both present and future) bearing CTS No. 841 admeasuring 39,086.4 sq. mtrs. and located at Balaseth Murudkar Marg adjacent to Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013 (except Tower 1 & 2 of the project 'One Indiabulls Centre' along with the proportionate share of land underneath to be mortgaged to Other Lender)

together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

- xi. It is seen from Deed of Release dated 4th October 2010 registered in the office of Sub-Registrar Mumbai at Sr. No. 7959/2010 executed between IDBI Trusteeship Services Ltd. and Indiabulls Properties Private Limited that under Indenture of Mortgage dated 30th November 2006 Indiabulls Properties Private Limited had availed a loan of Rs. 77,45,00,000/- (Rupees Seventy Seven Crores Forty Five Lacs Only) against said larger property together with structures standing thereon both present and future and Indiabulls Properties Private Limited repaid the entire sum of Rs. 77,45,00,000/- (Rupees Seventy Seven Crores Forty Five Lacs Only) along with all the interest, expenses and charges accrued thereon and in consideration of which the IDBI Trusteeship Services Ltd. reconveyed and retransferred the aforesaid property in favour of Indiabulls Properties Private Limited vide the aforesaid Deed of Release. Accordingly, Form 17 was executed and registered with the Registrar of Companies on 18th January 2010.
- xii. It is seen from Deed of Release dated 16th December 2011 registered in the office of Sub-Registrar Mumbai at Sr. No. 8811/2011 executed between IDBI Trusteeship Services Ltd. and Indiabulls Properties Private Limited that Indiabulls Properties Private Limited had availed a term loan of Rs. 175,00,00,000/- (Rupees One Hundred Seventy Five Crore Only) against said larger property (except Tower 1 & 2 of the project 'One Indiabulls Centre' alongwith the proportionate share of land underneath to be mortgaged to Other Lender)

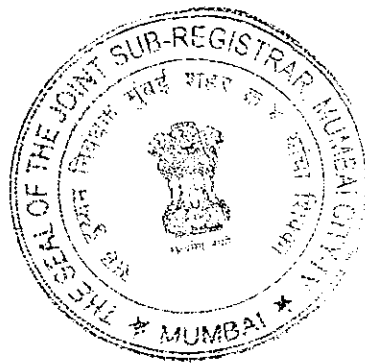
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together with structures standing thereon comprising of Residential Projects namely Sky Forest and Sky 882 and Indiabulls Properties Private Limited repaid the entire sum of Rs. 175,00,00,000/- (Rupees One Hundred Seventy Five Crore Only) along with all the interest, expenses and charges accrued thereon in full and in consideration of which the IDBI Trusteeship Services Ltd. reconveyed and retransferred the aforesaid property in favour of the Indiabulls Properties Private Limited vide the aforesaid Deed of Release. Accordingly, Form 17 was executed and registered with the Registrar of Companies on 22nd August 2011.

- xiii. It is seen from Deed of Reconveyance dated 19th December 2013 registered in the office of Sub-Registrar Mumbai at Sr. No.11254/2013 executed between IDBI Trusteeship Services Ltd. and Indiabulls Properties Private Limited that Indiabulls Properties Private Limited had availed a term loan of Rs. 450,00,00,000/- (Rupees Four Hundred Fifty Crore Only) and mortgage (a) land (with buildings and structures thereon both present and future) bearing CTS No.882 admeasuring 5,888.14 square meters and located at Balasheth Murudkar Marg, adjacent to Senapati Bapat Marg, Elphinstone Road, Mumbai-400013 together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future (b) Land (with all buildings and structures thereon both present and future) bearing CTs No.841 admeasuring 39,086.4 square meters and located at Balasheth Murudkar Marg, adjacent to Senapati Bapat Marg, Elphinstone Road, Mumbai-400013 (except Tower 1 & 2 of the project 'One Indiabulls Centre' alongwith the proportionate share of land underneath to be mortgaged to Other Lender) together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future vide Indenture of Mortgage dated 28th September 2010 registered with the office of Joint Sub-Registrar, Mumbai City-2 at Sr. No.BBE-2/7815/2010. Indiabulls Properties Private Limited repaid the entire sum of Rs. 450,00,00,000/- (Rupees Four Hundred Fifty Crore Only) along with all the interest, expenses and charges accrued thereon in full and in consideration of which the IDBI Trusteeship Services Ltd. reconveyed and retransferred the aforesaid property in favour of the Indiabulls Properties Private Limited vide the aforesaid Deed of Reconveyance.

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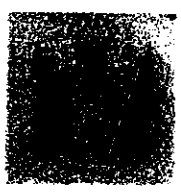


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xiv. It is seen from Deed of Release dated 20th January 2014 registered in the office of Sub-Registrar Mumbai at Sr. No.491/2014 executed between IDBI Trusteeship Services Ltd. and Indiabulls Properties Private Limited that Indiabulls Properties Private Limited had availed a term loan of Rs. 900,00,00,000/- (Rupees Nine Hundred Crore Only) against Tower 1 and Tower 2A and Tower 2B alongwith the proportionate share of land underneath admeasuring 39,086.43 meters or thereabouts bearing CS No.841 of Lower Parel Division, Mumbai popularly known as 'One Indiabulls Centre' (erstwhile Jupiter Textile Mills) belonging to the Mortgagor alongwith any other construction on the land bearing CS No.841 (except for Unit no 901 in tower 1 admeasuring approximately 9,526.67 square feet carpet area equivalent to 15,570.82 square feet of leasable area including the terrace space/balcony in front of or adjacent to this premises being a portion of Ninth Floor of Tower 1 owned by HER BRITANNIC MAJESTY'S SECRETARY OF STATE FOR FOREIGN AND COMMONWEALTH AFFAIRS OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND) vide Indenture of Mortgage dated 30th August 2010 registered with the office of Joint Sub-Registrar, Mumbai City-2 at Sr. No.BBE-2/7124/2010. However, the Mortgagor had utilized only Rs.750,00,00,000/- and expressed its intention to the Lender to not to unutilise the remaining facility of Rs.150,00,00,000/-. Since Indiabulls Properties Private Limited repaid the entire sum of Rs.750,00,00,000/- (Rupees Seven Hundred Fifty Crore Only) along with all the interest, expenses and charges accrued thereon in full and in consideration of which the IDBI Trusteeship Services Ltd. reconveyed and retransferred the aforesaid property in favour of the Indiabulls Properties Private Limited vide the aforesaid Deed of Release.

xv. It is seen from Indenture of Mortgage dated 3rd April 2013 registered in the office of Sub-Registrar Mumbai City-2 at Sr. No.BBE-2/1953/2013 that Indiabulls Properties Pvt. Ltd. availed certain facilities for consideration of Rs. 475,00,00,000/- (Rupees Four Hundred Seventy Five Crores Only) from Bank of Maharashtra and Axis Bank Ltd. on terms and conditions as stated therein and under the Facility Agreement and/or the other Transaction Documents shall be secured, inter alia, by a charge on the Mortgaged Properties. Accordingly, the Indiabulls Properties Pvt. Ltd., Bank of Maharashtra and Axis Bank Ltd., agreed to that the mortgage and charge on the mortgaged properties shall be by way of a

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legal mortgage in English form pursuant to which the aforesaid Indenture of Mortgage was executed in respect of Tower 1 and Tower 2A and Tower 2B alongwith the proportionate share of land underneath admeasuring 39,086.43 meters or thereabouts bearing CS No.841 of Lower Parel Division, Mumbai popularly known as 'One Indiabulls Centre' (erstwhile Jupiter Textile Mills) belonging to the Mortgagor alongwith any other construction on the land bearing CS No.841 (except for Unit no 901 in tower 1 admeasuring approximately 9,526.67 square feet carpet area equivalent to 15,530.82 square feet of leaseable area including the terrace space/balcony in front of or adjacent to this premises being a portion of Ninth Floor of Tower 1 owned by HER BRITANNIC MAJESTY'S SECRETARY OF STATE FOR FOREIGN AND COMMONWEALTH AFFAIRS OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND) and proposed Wing B1 and Wing B2 with leaseable area of about 2.20 lac sq ft, referred to as Annexe towers of One Indiabulls Centre which is currently under construction together with their proportionate share of land. Project specifically excludes Sky Forest a residential project and the proposed public parking lot being developed by the mortgagor together with their proportionate share of land in the same plot (Plot CS No.841).

- xvi. It is seen from Deed of Release dated 20th January 2014 registered in the office of Sub-Registrar Mumbai at Sr. No.492/2014 executed between IDBI Trusteeship Services Ltd. and Indiabulls Properties Private Limited that Indiabulls Properties Private Limited had availed a term loan of Rs. 475,00,00,000/- (Rupees Four Hundred Seventy Five Only) against Tower 1 and Tower 2A and Tower 2B alongwith the proportionate share of land underneath admeasuring 39,086.43 meters or thereabouts bearing CS No.841 of Lower Parel Division, Mumbai popularly known as 'One Indiabulls Centre' (erstwhile Jupiter Textile Mills) belonging to the Mortgagor alongwith any other construction on the land bearing CS No.841 (except for Unit no 901 in tower 1 admeasuring approximately 9,526.67 square feet carpet area equivalent to 15,530.82 square feet of leaseable area including the terrace space/balcony in front of or adjacent to this premises being a portion of Ninth Floor of Tower 1 owned by HER BRITANNIC MAJESTY'S SECRETARY OF STATE FOR FOREIGN AND COMMONWEALTH AFFAIRS OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND) and proposed Wing B1 and Wing B2 with leaseable area of

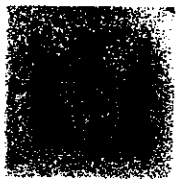
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about 2.20 lac sq ft, referred to as Annexe towers of One Indiabulls Centre which is currently under construction together with their proportionate share of land. Project specifically excludes Sky Forest a residential project and the proposed public parking lot being developed by the mortgagor together with their proportionate share of land in the same plot (Plot CS No.841) vide Indenture of Mortgage dated 3rd April 2013 registered with the office of Joint Sub-Registrar, Mumbai City-2 at Sr. No.BBE-2/1953/2013. Since Indiabulls Properties Private Limited repaid the entire sum of Rs.475,00,00,000/- (Rupees Four Hundred Seventy Five Crore Only) along with all the interest, expenses and charges accrued thereon in full and in consideration of which the IDBI Trusteeship Services Ltd. reconveyed and retransferred the aforesaid property in favour of the Indiabulls Properties Private Limited vide the aforesaid Deed of Release.

- xvii. It is seen from Indenture of Mortgage dated 19th December 2013 registered in the office of Sub-Registrar, Mumbai City-1 at Sr. No.BBE-1/11256/2013 that Indiabulls Properties Pvt. Ltd. availed certain facilities for consideration of Rs. 650,00,00,000/- (Rupees Four Hundred Seventy Five Crores Only) from Axis Bank Ltd. on terms and conditions as stated therein and mortgaged the properties being 'Sky 882' alongwith the proportionate share of the land underneath being constructed/to be constructed on Land admeasuring 5888.14 Mts or thereabouts bearing CS No.882 located on Balasheth Murudkar Marg, adjacent to Senapati Bapat Marg, Elphinstone Road, Mumbai 400013 comprising of about 3.82 lakh sq. ft. saleable area; and 'Sky Forest' alongwith the proportionate share of land underneath being constructed/to be constructed on Land admeasuring 39086.43 Mts or thereabouts bearing CS No.841 located on Balasheth Murudkar Marg, adjacent to Senapati Bapat Marg, Elphinstone Road, Mumbai 400013 comprising of about 16.38 lakh sq. ft. saleable area. The aforesaid premises specifically exclude tower 1 and 2 of the project "One Indiabulls Centre" alongwith the proportionate share of land underneath, as well as Annexe Tower and MCGM public parking lot, alongwith the proportionate share of land underneath, and the saleable area of around 0.94 lac sq. ft. for which no objection certificate has already been issued by ICICI Bank and the Security Trustee.

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- xviii. It is seen from Indenture of Mortgage dated 20th January 2014 registered in the office of Sub-Registrar, Mumbai City-1 at Sr. No.BBE-1/493/2014 that Indiabulls Properties Pvt. Ltd. availed certain facilities for consideration of Rs. 1050,00,00,000/- (Rupees One Thousand Fifty Crores Only) from Bank of Baroda on terms and conditions as stated therein and mortgaged the properties being all that pieces or parcel of land situated at Balaseth Murudkar Marg, adjoining to Senapati Bapat Marg, Elphinstone Road, Mumbai 400013 situated within a Mumbai Municipal Limit and Residential/ Commercial Zone bearing Cadestral Survey No.841 land admeasuring 39,086.43 square meters or thereabouts popularly known as Jupiter Textile Mills and within the Registration District of Town Planning, Mumbai, Zone Number 12/89 together with structure thereon comprising Tower 1 and Tower 2A and 2B alongwith the proportionate share of land underneath being constructed on land admeasuring 30,086.43 square meters or thereabouts bearing Cadestral Survey No.841 popularly known as "One Indiabulls Centre" including Wing B1 and Wing B2 of Annexe Towers area comprising of about 2,20,000 square feet but excluding (except for (a) unit No.901 in Tower 1 admeasuring approximately 9,526.67 square feet carpet area equivalent to 15,570.82 square feet of leaseable area including the terrace space/balcony in front of or adjacent to this premises being a portion on Ninth Floor of Tower 1 owned by Her Britannic Majesty's Secretary of State for Foreign and Commonwealth Affairs of the United Kingdom of Great Britain and Northern Ireland; (b) 'Sky Forest' a residential project under construction, together with the designated parking space for the 'Sky Forest' project and their proportionate share of the land being developed by the Borrower in the same plot, bearing CS No.841; and (c) 'MCGM Parking', a public parking space constructed/ to be constructed on the same plot, bearing CS No.841).
- xix. It is seen from the Receipt dated 9th September 2010 bearing No. 277227 that Indiabulls Properties Private Limited paid land tenure tax for an amount of Rs. 33,019/- (Rupees Thirty Three Thousand Nineteen Only) which also includes arrears for the year 2009-10 for the amount of Rs. 331/- (Rupees Three Hundred Thirty One Only) in respect of land bearing CS No. 841.
- xx. It is seen from the receipt dated 23rd May 2013 bearing No. 323181 that Indiabulls Properties Private Limited has paid land tenure tax for an amount of Rs. 93,800/- (Rupees Ninety

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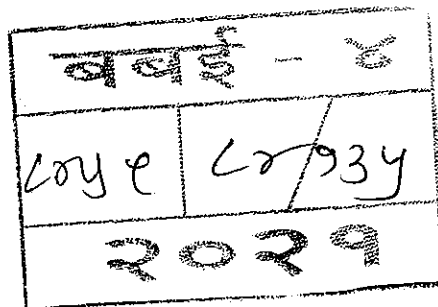


Three Thousand Eight Hundred Only) to MCGM which also includes arrears for the year 2010-12 for the amount of Rs. 48,173/- (Rupees Forty Eight Thousand One Hundred and Seventy Three Only) in respect of land bearing CS No. 841.

- xxi. It is seen from the receipt dated 23rd May 2013 bearing No. 323182 that Indiabulls Properties Private Limited has paid land tenure tax for an amount of Rs. 29,300/- (Rupees Twenty Nine Thousand Three Hundred Only) to MCGM which also includes arrears for the year 2010-12 for the amount of Rs. 13,546/- (Rupees Thirteen Thousand Five Hundred and Seventy Three Only) in respect of land bearing CS No. 882.
- xxii. It is seen from Property Tax Receipts bearing Nos. 2012ACR02630212, 2012ACR02629763 and 2012ACR02629783 dated 14th August 2012 that Indiabulls Properties Private Limited has paid an amount of Rs. 16,64,429/- (Rupees Sixteen Lacs Sixty Four Thousand Four Hundred Twenty Nine Only), Rs. 1,19,39,207/- (Rupees One Crore Nineteen Lakhs Thirty Nine Thousand Two Hundred and Seven Only) and Rs. 73,80,930/- (Rupees Seventy Three Lakhs Eighty Thousand Nine Hundred Thirty Only) respectively for the year 2011-12 and 2012-13.

6. SEARCH REPORT BY THE COMPANY SECRETARY:

We, through Company Secretary, have caused a search of records of Indiabulls Properties Private Limited with the Registrar of Companies available on the official website of the Ministry of Corporate Affairs for charge and confirmation of constitution of Board of Directors. The copies of the said Search Reports dated 12th July 2013 and 7th August 2014 are enclosed herewith. We have perused the entries in the Search Report and the documents made available to us. The current Index of Register Charges shows three existing charges of IDBI Trusteeship Services Limited in respect of the said larger property of the Indiabulls Properties Private Limited created/modified on 28th September 2010, 1st November 2011 and 3rd April 2013, 2nd September 2013 and 6th December 2013 for an amount of Rs. 450,00,00,000/- (Rupees Four Hundred Fifty Crore Only), Rs. 750,00,00,000/- (Rupees Seven Hundred Fifty Crore Only) and



Rs. 475,00,00,000/- (Rupees Four Hundred Seventy Five Crore Only), Rs.1050,00,00,000/- (Rupees One Thousand Fifty Crores only) and Rs.650,00,00,000/- (Rupees Six Hundred Fifty crores only).

7. REPORT AND CONCLUSION:

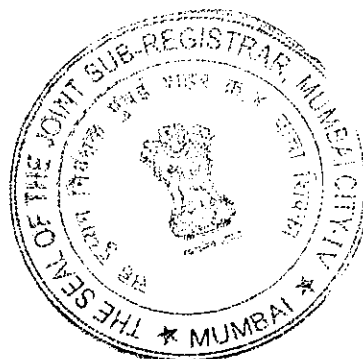
Upon perusal of the documents mentioned hereinabove we are of the opinion that, the Indiabulls Properties Private Limited has clear and marketable title in respect of the said property subject to the mortgage of Rs.650,00,000/- (Rupees Six Hundred Fifty Crores only) of Axis Bank Ltd., and Rs. 1050,00,00,000/- (Rupees One Thousand Fifty Crores Only) of Bank of Baroda created by Indenture of Mortgage dated 19th December 2013 and 20th January 2014 respectively.

For VIDHII PARTNERS, Mumbai


Saket Mone

Dated this 10th November 2014

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Annex B

BMPP-424-2001-10,000 Forms.

EC-48

Form 346
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in replying please quote No. _____
and date of this letter. _____

Ex. Eng. Bldg. Proposal (City)
E Ward Municipal Offices, 3rd Floor
10 S.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/1258/GS/A

No. E.B./CE/

BS/A

of 2005-2006

MEMORANDUM
Indiabulls Properties Pvt.Ltd.
64, 6th Floor, Free Press House,
Nariman Point, Mumbai-400 021.

Municipal Office,
Mumbai 22/8/2005

With reference to your Notice, letter No. 3307 dated 22.07.2005 and delivered on 22.07.2005 and the plans, Sections Specifications and Description and further particulars and detail of your building at Plot bearing C.S.No.841 of Lower Parel Division furnished to me under your letter, dated 22.07.2005 I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up-to-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 44/69(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 minimum earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O./or 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. (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.



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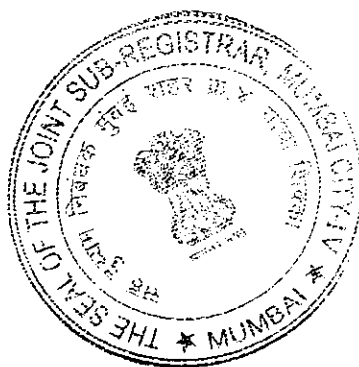
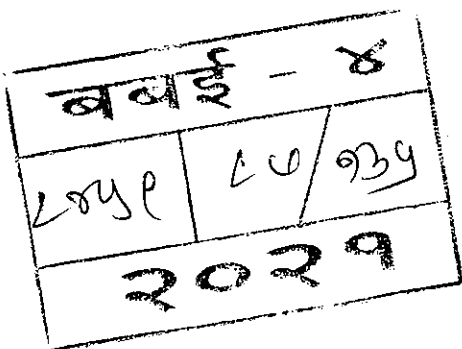
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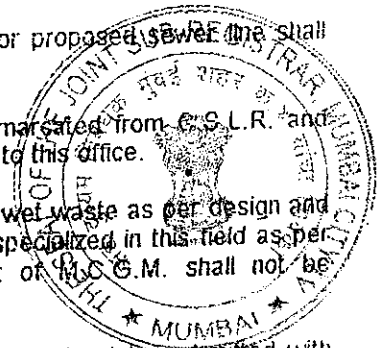
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6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the 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 not be submitted for agreeing to hand-over the setback land free of compensation and that the setback handing over certificate will not 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 basement will not comply with the Basement Rules and Regulations and Registered Undertaking for not misusing the basement will not be submitted before C.C.
14. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
15. That extra water and sewerage charges will not be paid to A.E.W.W. 'G/South' Ward before C.C.
16. That the Regd. Undertaking from the owners i.e. N.T.C. as well as Indiabulls 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.
17. That the premium/deposits as follows will not be paid -
 - a. Staircase/Lift area benefit
 - b. Lucrative premium
 - c. Development charges as per M.R. & T.P. (Amendment) Act, 1992
 - d. Insecticide charges.
 - e. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges to G/South Ward



18. 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.
19. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
20. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
21. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
22. 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.
23. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.
24. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.
25. That the Regd. U/T against misuse of pocket terrace / part terrace / still shall not be submitted.
26. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
27. That the indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
28. That the U.L.C. affidavit and regd. U/T for U.L.C. shall not be submitted.
29. That the remarks from H.E. Department shall not be submitted.
30. That the debris shall not be dumped on the Municipal ground only.
31. That the board displaying the details of development of the work shall not be displayed at site.
32. That the remarks from E.E.(S.W.D.) for proposed SWD shall not be submitted before C.C.
33. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
34. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
35. 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.
36. That the copy of PAN card of the applicant shall not be submitted with requisite U/T.



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37. 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.
38. That the fresh P.R. Card in the name of owner shall not be submitted before C.C.
39. That the revalidation of U.L.C. N.O.C. shall not be submitted before C.C.
40. 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.
41. That the N.O.C. from E.E.T.& C. shall not be obtained for the parking before C.C.
42. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
43. That the N.O.C. from the adjoining residence to minimum nuisance during construction activity shall not be submitted before C.C.
44. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
45. 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.
46. 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.
47. That remarks from Ch.Eng.(M & E.) for ventilation of basement and forced ventilation of staircase and toilet shall not be submitted.
48. 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.
49. 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.
50. 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.
51. 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

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excluding plaster thickness as calculated under No. Cit. Eng.(D.P.)#598 of 15.4.1974.

52. 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/UD-11 dated 2nd December 2003.
53. That the Registered Undertaking for faithful compliance of the directives, if any, of the Railway authorities shall not be submitted.
54. That the U.L.C. N.O.C. for India United Mill No.2 & 3 and New Hind Textile Mill (proposed to be handed over to M.C.G.M. & MHADA) shall not be submitted.
55. 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.
56. That the land/plot admeasuring 25% of the sub divided/layout area admeasuring 9771.61 SqM as shown by green colour shall not be kept open and shall not be developed as R.G. / open space by planting trees on same ground or periphery and shall not be properly maintained by plot holders.
57. That the mezzanine floor etc. shall not be constructed in between in future in existing retained structure of mill.
58. 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.
59. 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.
60. 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.
61. That the specific clearance from Secretary, Labour Department, Govt. of Maharashtra about clearance of all statutory dues shall not be submitted.
62. That the compliance of the opening of an escrow account and deposit the sale proceeds into the said escrow account and following the directives of Monitoring Committee as per provision of D.C.Regn. 58(2)&(9) to Jupiter Mill shall not be submitted.
63. 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/UD-11 dated 29.9.2004 shall not be complied with.
64. That the Registered Undertaking from NTC/Indiabulls Properties Pvt. Ltd. shall not be submitted for faithful compliance of sanctioned scheme of rehabilitation of NTC Mills by BIFR dated 25.7.2002

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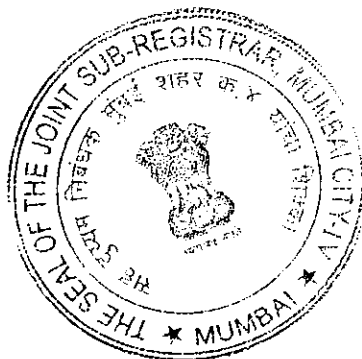
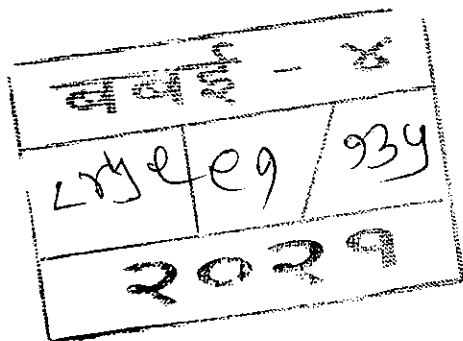
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(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

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 plots to be handed over to M.C.G.M. / MHADA before granting further C.C. of the equivalent share of M.C.G.M. & Owners share as per provision of modified D.C. Regn. 58.

(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/ULC/D-III/22 dated 11.8.2005 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.
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.

W. N. Ch
21/11/22
Executive Engineer
Building Proposals (City)- I



MUM/22/1422

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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves 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 21st day of August 2006 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.

Ugrh
Executive Engineer, Building Proposals,
Mumbai, City-I Warden

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 Bye-law, 105 of the Corporation Act, the following conditions shall apply to every person who shall erect or occupy a building or structure on any land or premises in the Municipal Corporation area:~~

~~(a) The height of the building or structure shall not exceed the height specified in the bye-law.~~

~~(b) The building or structure shall not be erected or occupied in such a manner as to obstruct the view from any other building or structure.~~

~~(c) The building or structure shall not be erected or occupied in such a manner as to obstruct the drainage of any other building or structure.~~

~~(d) The building or structure shall not be erected or occupied in such a manner as to obstruct the view from any other building or structure.~~

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required 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 is punishable 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 necessity 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) (a) of the Mumbai Municipal Act.

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

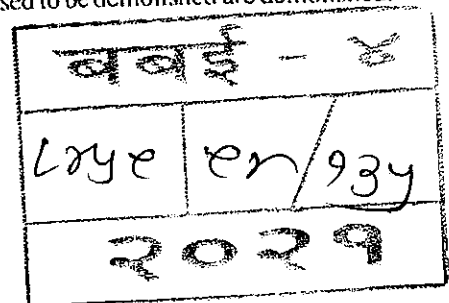
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3
No. EB/1258/GS/A
No. EB/CE/ 22/8/2005 1A/

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 preps 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 concerned 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. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the 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.



- (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 (4) (b) 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 45 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 nahānis 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 pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder. the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its 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) ~~(2) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.~~
~~(3) It is to be understood that the foundations must be excavated down to hard soil.~~
~~(4) The positions of the nahānis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.~~
~~(5) The water arrangement must be carried out in strict accordance with the Municipal requirements.~~
- (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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Ushah
 22/8/07
 City-I

Anneam B

MUNICIPAL CORPORATION OF GREATER MUMBAI

No.EB /1258/GS/A

12 04 11 2013

To,
M/s. Spaceage Consultants,
B-106, Natraj Building,
Mulund-Goregaon Link Road,
Mulund (W), Mumbai- 400 080.

Ex. Eng. B's. Proposal (City) - I
E' Ward, Municipal Office, 3rd Floor
10, S. K. Haldar Marg, Dycott's
Mumbai - 400 008

Sub: Proposed I.T. Park, Residential & public parking building on C.S.No 841 of Lower division, on property known as Jupiter Mill situated at Senapati Bapat Marg, Lower parel, Mumbai 400028

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 22.8.2005 and amended plan approved letters dated 13.4.2007, 31.12.2007, 7.2.2008, 2.3.2009, 27.4.2009, 23.9.2009 and 7.12.2009, 17.01.2011, 17.02.2011, 19.10.2012 & 28.05.2013 shall be complied with.
2. That the C.C. shall be got endorsed as per the amended plan
3. That the work shall be carried out strictly as per approved plan

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

Yours faithfully,

Sd/-

Executive Engineer,
Building Proposals(City)-I



No.EB /1258/GS/A

12 04 11 2013

Copy to : 1.

The Owner,
M/s. Indiabulls Properties Pvt. Ltd.
Indiabulls Finance Centre,
15th Floor, Tower 1
Senapati Bapat Marg,
Elphinstone road,
Mumbai 400 013.

12 04 11 2013	
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2. Asstt. Commissioner G/South Ward

(Signature)
27/4/14

Executive Engineer
(Building Proposal) City-I

Annexure C

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

NO. EEBPC/ 1258 1951A of 01/09/2006

COMMENCEMENT CERTIFICATE

To,

India Bulls Properties. Pvt Ltd.
S.P. Center 2 wing,
41/44, Minoo Desai Marg,
Near Radio club colaba, Mumbai-400005

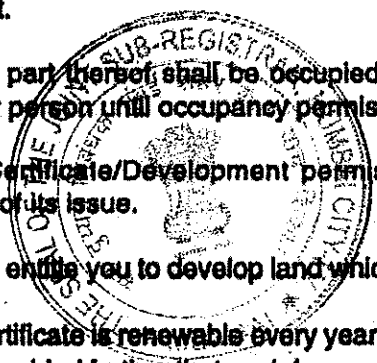
Ex. Eng. Bldg. Porposal (City)
E' Ward Municipal Offices, 3rd Floor,
10 S.K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

Sir,

With reference to your application No. 3307 dated 22/7/2005 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry out development for Plot bearing cis.no. 841 of Lower parcel Div in G/S Ward, for Jupiter Textile Mill

and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. - on Plot No./C.S.No./G.T.S.No. 841 Division/
Village/Town Planning Scheme No. Lower parcel Situated at Road / Street Senapati Bapat Marg, 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 misrepresenting 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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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. V. 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 31. 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.

EB/1258/GS/A 12/2108

This c.c. is endorsed upto top of upper basement for wing A, upto 16th floor for wing B, upto 18th floor (i.e. full) for wing A2 as per amended plan dt 7.2.2008

[Signature]
09/10/08
Assistant Engineer III
Building Proposals (City)/(R&R)

[Signature]
12/2/08
AEBPC VII
For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/1258/GS/A OF 17/4/07

This c.c. is endorsed upto the top of ^{upper level} L^{2nd} basement slab level as per amended plan approved on 13/4/2007

[Signature]
AEBPC VII

EB/1258/GS/A of 22/6/07

This c.c. is endorsed upto the top of second podium as per amended plan approved dated 13/4/2007

[Signature]
22/6/07.

EB/1258/GS/A of 20/8/07

This c.c. is issued as full c.c. for wing M AEBPC VII i.e. up to fourteenth floors.

[Signature]
27/8/07.

EB/1258/GS/A OF 3/10/2007

बका
Wye EC 934
2029

This c.c. is upto 5th floor of wing B

[Signature]
3-10-07
AEBPC VII



EB/1258/GS/A OF 4/11/08
This c.c. is endorsed upto top of upper basement for wing A upto 15th floor for wing B & upto 15th floor for wing C as per amended plan dt 31.12.07

[Signature]
4-1-08
AEBPC VII

EB/1258/GS/A 20/5/08

This c.c. is endorsed upto top of upper basement for wing A, full c.c. for wing B & wing A, I including overhead water tank lift machine room etc. as per amended plan dt 7/2/08

stm
20/5/08
AERPC VII

EB/1258/GS/A 4/3/09

This c.c. is endorsed upto top of second parking floor of wing A, Full c.c. for wing B & A I including overhead water tank lift machine room etc as per amended plan dated 2/3/09

stm
4/3/09
AERPC VII

EB/1258/GS/A of 29/9/09

THIS c.c. is endorsed upto plinth for wing 'A' & full c.c. for wing 'B' & A-I including overhead water tank, lift machine room etc. as per amended plan dated 23.09.09.

stm
27/9/09
AERPC VII

This c.c. is endorsed upto plinth level for wing A2, A3, B1, B2 & upto 18th floor for wing A1 & upto 20th floor for wing B as per amended approved plan dated 17/01/11

stm
1-2-11
AERPC VII

EB/1258/GS/A of 11/10/11

This c.c. is endorsed upto plinth for wing A2 & A3 & upto 8th floor for wing B1, B2 & upto 18th floor for wing A1 & upto 20th floor for wing B as per amended approved plan dated 17/02/2011



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2029	2029
2029	

stm
14/10/11
AERPC VII

EB/1258/GS/A 11/23/12

This c.c. is endorsed upto 4th floor for wing A2 & A3 & full c.c. for wing A1, B, B2 & B1 as per amended approved plan dated 19/10/2012

19/10/12
AEBPC-II

EB/1258/GS/A dt 31-5-2013

This c.c. is endorsed upto 8th floor for wing A2 & A3 & full c.c. for wing A1, B, B1 & B2 as per amended approved plan dated 28/05/2013

EB/1258/GS/A 12-09-11-2014
31/5/13
AEBPC-III

This c.c. is endorsed for 9th floor (except fitness centre), for 10th upper floor (except habitable) for wing A2 & A3 & full c.c. for wing A1, B, B1, B2 as per amended plan approved dated 7-4-2014

EB/1258/GS/A 12-23-7-2014

14/11
AEBPC-III

This c.c. is endorsed upto 14th upper floor for wing A2 & A3 as per amended plan approved dtd. 07/04/2014

EB/1258/GS/A 12-27-8-2014

23/7/14
AEBPC-III

This c.c. is endorsed upto 33rd upper floor for wing A2 & A3 as per amended plan approved dtd. 07/04/2014

27/8/14
AEBPC-I

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floor for wing A1 as per amended plan dated 20/10/12

Annexure c

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/1258/GS/A

COMMENCEMENT CERTIFICATE

To,
M/s. Indiabulls Properties Pvt. Ltd.
Indiabulls Finance Centre, Tower 1, 16th floor, S.B.
Marg, Elphinstone, Mumbai -13.

Sir,

With reference to your application No. **EB/1258/GS/A** Dated. **22/7/2005** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **22/7/2005** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **00** C.T.S. No. **841** Division / Village / Town Planning Scheme No. **Lower Parel** situated at **Senapati Bapat Marg Road / Street** in **G/South Ward** .

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

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

The Municipal Commissioner has appointed Shri. **Asst.Eng.(BP)City VI G/South (Rajendra Anandrao Jadhav)** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

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This CC is valid upto 16/1/2018

Issue On : 17/1/2017

Valid Upto : 16/1/2018

Remark :

Approved By

Issue On : 9/2/2017

Valid Upto : 8/2/2018

Remark :

43rd floor of Wing A2 and 42nd Floor of Wing A3 and CC for core of staircase, lift, lift lobby upto 51st floor of Wing A2 and upto 52nd Floor of Wing A3 alongwith lift machine room, overhead tank as per last approved amended plans.

Approved By

Asst.Eng.(BP)City VI G/South (Rajendra Anandrao Jadhav)

Assistant Engineer (BP)

Issue On : 1/11/2017

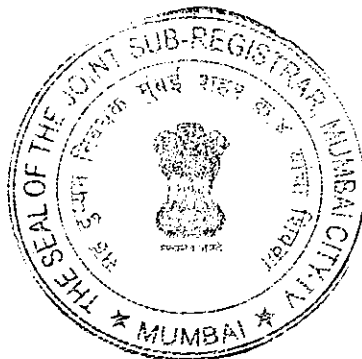
Valid Upto : 21/8/2018

Remark :

This further CC is extended upto 51st floor of Wing A2 and 52nd Floor of Wing A3 as per approved plans dated 22.06.2016.

EB/1268/GS/A

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2016/902	934
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Certification signature by JADHAV
RAJENDRA ANANDRAO
<rajajadhav604@gmail.com>,
Validity Unknown

Name : JADHAV RAJENDRA
ANANDRAO
Designation : Assistant
Engineer
Organization : Municipal
Corporation of Greater
Mumbai
Date : 01-Nov-2017 20: 07:02

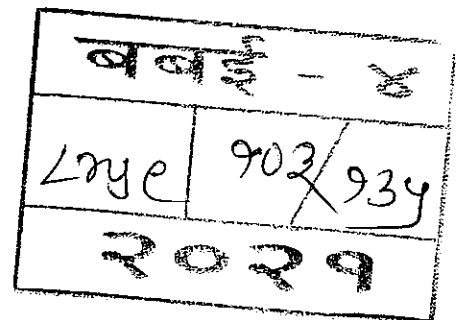
For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

City G/South Ward

Cc to :

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





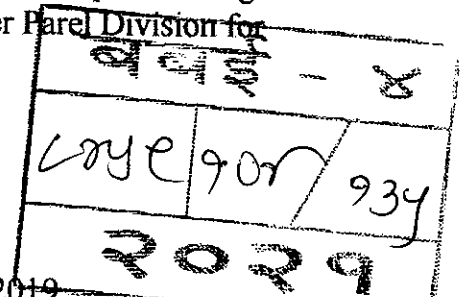
To,
The Sub Engineer
 Building proposal (City),
 G-1/2, Dosti Venus, Off. S.M. Road,
 Opp. Dosti Estate, Near Vidyalankar College,
 Walmiki Chowk, Wadala (East),
 Mumbai - 400 037.

Date:-

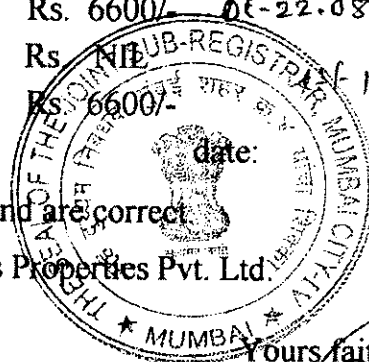
Sub:- Proposed redevelopment on plot bearing C.S. No. 841 of Lower Parel Division, for Jupiter Textile Mill.

Ref: - EB/1258/GS/A

- | | |
|------------------------------|---|
| 1. File No. | : EB/1258/GS/A |
| 2. Details of Proposal | : Proposed redevelopment on plot bearing C.S. No. 841 of Lower Parel Division for Jupiter Textile Mill. |
| 3. Date of I.O.D. | : 22/08/2005 |
| 4. Date of C.C. | : 01/09/2006 |
| 5. Progress of work | : Work in progress |
| 6. Date of expiry of C.C. | : 21/08/2018 |
| 7. Revalidation fees details | : 22/08/2018 to 21/08/2019 |
| a. Paid before due date on | : 21/08/2018 |
| b. Amount due | : |
| i. Revalidation Fees | : Rs. 6600/- |
| ii. Penalty for late payment | : Rs. Nil |
| iii. Total Amount paid | : Rs. 6600/- |
| c. Receipt No. | : |



Revalidation of C.C. No. 21-08-2018
 Revalidation from...
 Dt. 22.08.2018 to 01-21-08-2019
 = 16500/-
 paid before Dt. 21.12.18



The above details are verified by me and are correct.

Name of the Owner:- M/s. Indiabulls Properties Pvt. Ltd.

H.C./F.C.

Pl. work out revalidation

Jee-

 2602
 03-12-18

Yours faithfully,

For M/s. Spaceage Consultants
 (Licensed Surveyor)

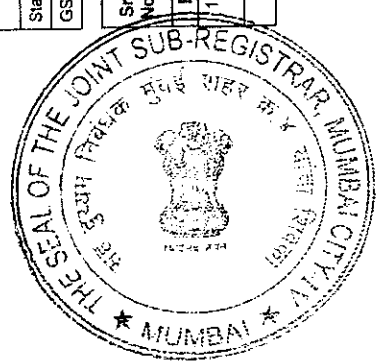
MUNICIPAL CORPORATION OF GREATER MUMBAI

Tax Invoice / Challan

Challan No. : 000021272/18

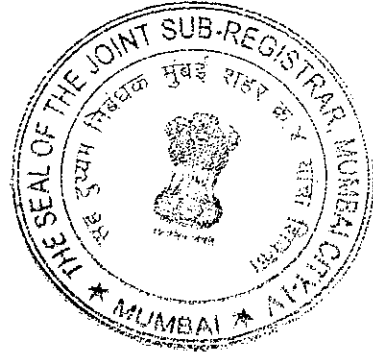
File No. :	EB/1258/GS/A	Demand Note No. :	CHE/EP/21272/18													
Department Name :	Building Permission	Ward Address :	G/South													
GSTIN :	27AAALM0042L3Z4	Place of supply :	BP, MCGM													
Name :	Brihanmumbai Mahanagarpalika	Date of Invoice :	12-Dec-18													
Address :	Plot No., 00, Road/Street Name: Senapati Bapat Marg, Guf No. : 00, CS : 841, Division / Village : Lower Parel	Reverse Charge :	Yes <input type="checkbox"/> No <input type="checkbox"/>													
Fund Code :	—	Original :	Serial No. of Invoice													
Fund Centre / Cost Centre Code :	—	Fund Centre / Cost Centre Name :	—													
Linked Geographical Area Code :	—	Linked Geographical Area Name :	—													
Functional Code :	—	Functional Name :	—													
Vendor Code :	—	Vendor Name :	—													
Details of Receiver (Billed to)																
Name :	M/s. Indiabulls Properties Pvt. Ltd.	Details of Consignee (Shipped to)														
Address :	—	Name :	SHASHIKANT LAXMAN JADHAV													
State :	MAHARASHTRA	Address :	Indiabulls Finance Centre, Tower 1, 16th floor, S.B. Marg, Elphinstone, Mumbai -13.													
GSTIN / Unique ID :	—	State :	MAHARASHTRA													
		State Code :	27													
		GSTIN / Unique ID :	—													
Sr. No.	Description of Goods / Services	GL Code	HSN / SAC	Fund Code	Dept Code	Fund Centre	Function Code	Qty	Unit	Rate (Per Item)	Total	Discount	Taxable Value	CGST	SGST	IGST
1	Revalidation charges (Normal Fees)	140402700	999119	11	37	2001370000	11106000000	—	—	—	16,500.00	—	—	—	—	—
Total :											16,500.00					

2019
 704934
 766 For 2019



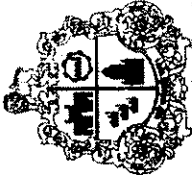
Total Invoice Value (in figure)	16,500.00	BRIHANMUMBAI MAHANAGARPALIKA
Total Invoice Value (in words)	Rupees Sixteen Thousand Five Hundred Only	
Amount of Tax subject to Reverse Charge		<input checked="" type="checkbox"/> Name, Mithun <input type="checkbox"/> Anil Bhishe <input type="checkbox"/> Designation: Sub <input type="checkbox"/> Organization:
In Charge,		
Citizen Facility Centre,		Authorised Person's Signature / stamp
Ward / Cashier		
Please accept the above Cash / DD		
	In case of Cheque / DD Receipt:	
	Bank Account No.:	
	Branch Name:	
	Branch IFSC Code:	
	PAN:	

* Instruction for Online Payments - Payment gateway provider will levy additional convenience charge/ surcharge for each online transaction. Please keep note of it while making e-payments.
 * In case of NEFT / RTGS, you are requested to pay bank the exact amount shown in the NEFT receipt. Payment Gateway charges in addition to the amount shown in the Demand Note- Details.
 # Note - This is system generated Challan / demand note, does not require any signature.



बवई - ४
 Loye 908/934
 २०२१

RECEIPT NO. : 0073433



BRIHANMUMBAI MAHANAGAR PALIKA

WARD

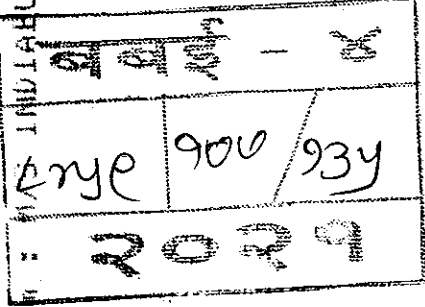
Receipt/Sale Doc No : 1003465459

Date: 17.12.2018

Reference No : 0000264517/2018

Collection at: 4080(G (South) Ward)

Received From : M/S INDIA BULLS PROPERTIES PVT. LTD



Address:
State Name:
State Code:

Form No:

Serial No:

Sub-Registration No:

Supply:



Description of Activity

Activity Code

HSN Code

No

Remarks: EB/1258/05/A/REVALIDATION

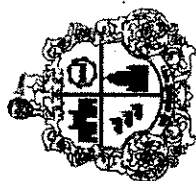
Received By
Cash Receiving Clerk

Net Amount CGST SGST UTGST IGST Gross Value

Cheque Received Subject to Realisation

PAN No:

RECEIPT NO.: 0073434



BRIHANMUMBAI MAHANAGAR PALIKA

Page: 2 of 3

WARD

Receipt/Slip Doc No : 1003463434

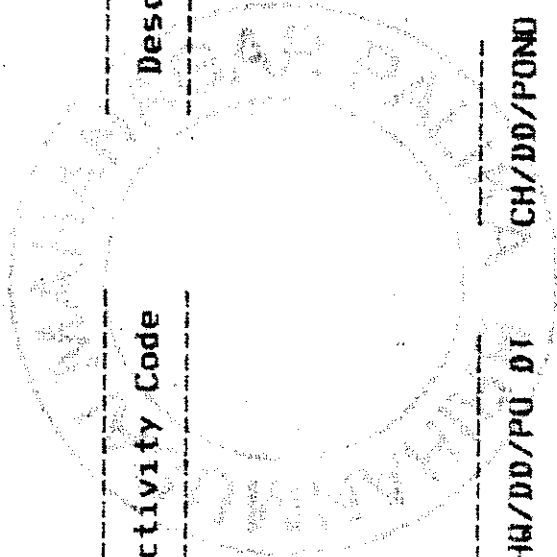
Date: 17.12.2018

Reference No : 0000264617/2018

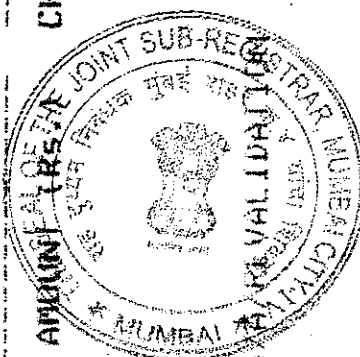
Collection at: 4080(G (South) Ward)

Received From : M/S INDIABULLS PROPERTIES PVT LTD

Sl No	HSN Code	Activity Code	Description of Activity



REMARKS: 2029
 767062802
 944



CHQ/DD/PO/DT CH/DD/POND BANK NAME BRANCH NAME

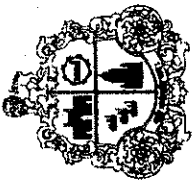
Handwritten signature

Received By
Cash Receiving Clerk

Net Amount GST UTGST IGST Gross Value

Cheque Received Subject to Realisation

RECEIPT NO.: 0073435



BRIHANMUMBAI MAHANAGAR PALIKA WARD

RECEIPT NO: 1003463439

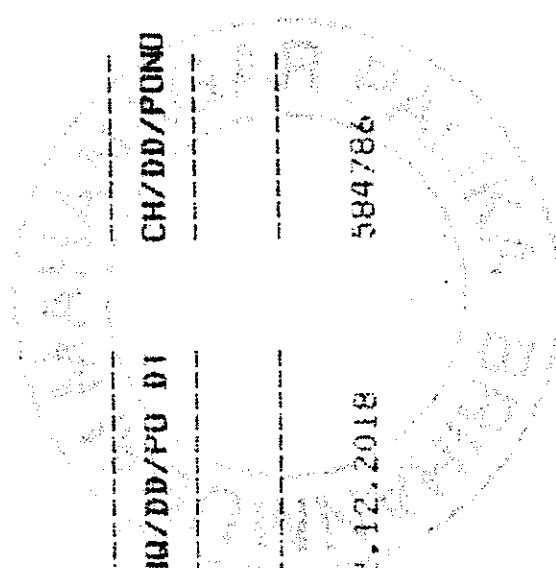
Reference No: 1000264617/2018

Received From: SHRI S INDIABULLS PROPERTIES PVT LTD

Date: 17.12.2018

Collection at: 4080(G (South) Ward)

900934



AMOUNT (RS.)	CHEQ/DD/PO DI	CH/DD/POND	BANK NAME	BRANCH NAME
16,500.00	17.12.2018	584786	HDFC BANK	

HDFC BANK

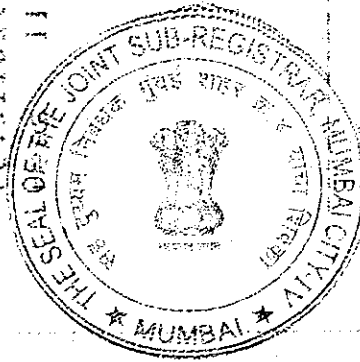
584786

17.12.2018

16,500.00

REALISATION

11



TOTAL : 16,500.00

(SIXTEEN THOUSAND FIVE HUNDRED RUPEES ONLY)


Remarks: EB/1258/GS/A/REVALIDATION

Received By
Cash Receiving Clerk

Cheque Received Subject to Realisation

Amendment C

C - 3

**MUNICIPAL CORPORATION OF GREATER MUMBAI**
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/1258/GS/A/FCC/1/Amend
COMMENCEMENT CERTIFICATE

To,
M/s. Indiabulls Properties Pvt. Ltd.
Indiabulls Finance Centre, Tower 1, 16th floor, S.B.
Marg, Elphinstone, Mumbai -13.

Sir,

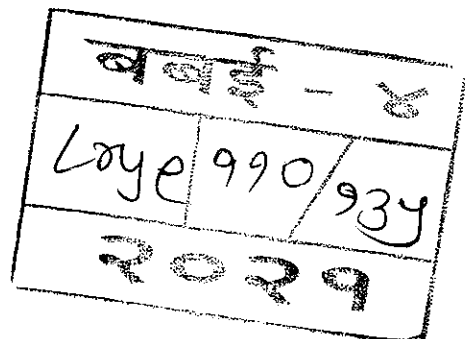
With reference to your application No. **EB/1258/GS/A/FCC/1/Amend** Dated. **04 Dec 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **04 Dec 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **00** C.T.S. No. **841** Division / Village / Town Planning Scheme No. **Lower Parel** situated at **Senapati Bapat Marg** Road / Street in **G/South** Ward .

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

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

The Municipal Commissioner has appointed Shri. **Asst.Eng.(BP)City VI G/South** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto



Issue On : 01 Sep 2006

Valid Upto : -

Application Number :

EB/1258/GS/A/CC/1/New

Remark :

C.C. up to plinth level

Approved By

A.E. (BP)

Assistant Engineer (BP)

Issue On : 09 Feb 2017

Valid Upto : -

Application Number :

EB/1258/GS/A/FCC/1/New

Remark :

43rd floor of Wing A2 and 42nd Floor of Wing A3 and CC for core of staircase, lift, lift lobby upto 51st floor of Wing A2 and upto 52nd Floor of Wing A3 along with lift machine room, overhead tank as per last approved amended plans.

Approved By

A.E. (BP)

Assistant Engineer (BP)

Issue On : 01 Nov 2017

Valid Upto : -

Application Number :

EB/1258/GS/A/FCC/1/New

Remark :

This further CC is extended upto 51st floor of Wing A2 and 52nd Floor of Wing A3 as per approved plans dated 22.06.2016.

Approved By

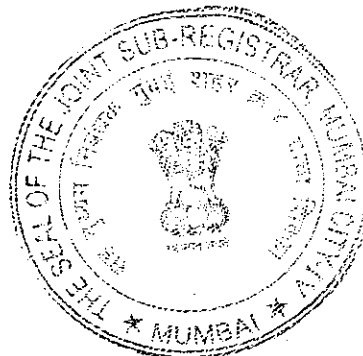
A.E. (BP)

Assistant Engineer (BP)

EB/1258/GS/A/FCC/1/Amend

Page 2 of 3 On 11-Sep-2019

वपई - ४	
८०५९	९९९/९३५
२०२९	



Issue On : 11 Sep 2019

Valid Upto : 21 Aug 2020

Application Number : EB/1258/GS/A/FCC/1/Amend

Remark :

This C.C. is endorsed for wing A2 upto 51st floor, for wing A3 upto 50th floors, for 3rd floor of wing B & wing B1 for commercial user & for 4th floor of wing A1 for commercial user as per approved plans dated 15.06.2019.



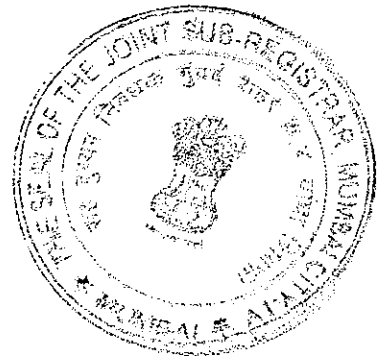
Name : Pravin Vishnu Thorat
Designation : Assistant
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 11-Sep-2019 15:23:31

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

Assistant Engineer . Building Proposal
City G/South Ward

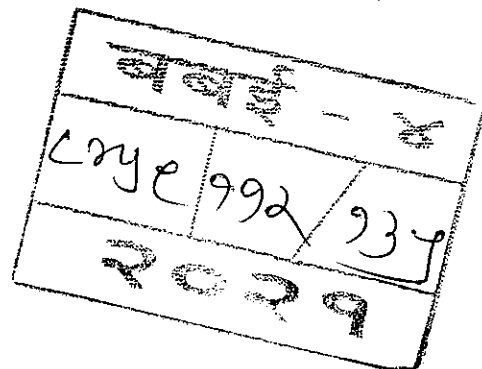
Cc to :

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



EB/1258/GS/A/FCC/1/Amend

Page 3 of 3 On 11-Sep-2019



MUNICIPAL CORPORATION OF GREATER MUMBAI
No. EB/1258/GS/A

Dy. Chief Engineer
(Building Proposals) City
New Municipal Building,
Bhagwan Walmiki Chowk,
Vidyalankar Marg,
Opp. Hanuman Mandir,
Antop Hill, Wadala (East),
Mumbai - 400 037.

To,
M/s. Spaceage consultants
Licensed Surveyor
Shop no.15, Natraj building,
Shivrushti Complex,
M.G. Link road,
Mulund (W), Mumbai - 400 080

Sub : Proposed redevelopment on plot bearing C.S. No. 841 of Lower Parel Division, for Jupiter Textile Mill.

Ref.: Your on line application dt. 11.12.2020

Sir,

With reference to above, this is to inform you that the C.C. issued under even no. dated 22/08/2005 is hereby revalidated upto 21/08/2021.

Copy of revalidation letter is digitally signed herewith & same may be downloaded from your console or from <http://www.autodcr.mcgm.gov.in/CitizenSearch.aspx>.

Yours faithfully,

Swapnil
Haridas
Mundhe

SE(B.P.)City - X



AE(B.P.)City - VI

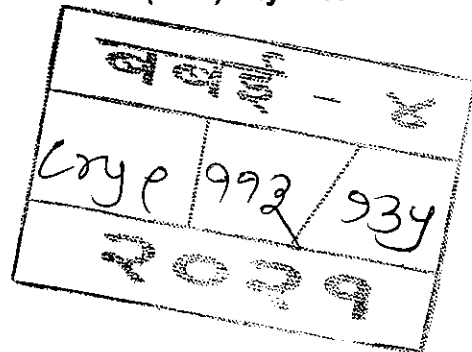
Copy to:
Owner
M/s. Indiabulls Properties Pvt. Ltd.
Indiabulls Finance Center,
15th floor, Tower A,
Senapati Bapat Marg,
Elphinstone Road, Mumbai - 400 013.

Swapnil
Haridas
Mundhe

SE(B.P.)City - X

Swapnil
Haridas
Mundhe

AE(B.P.)City - VI



Annexure D

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

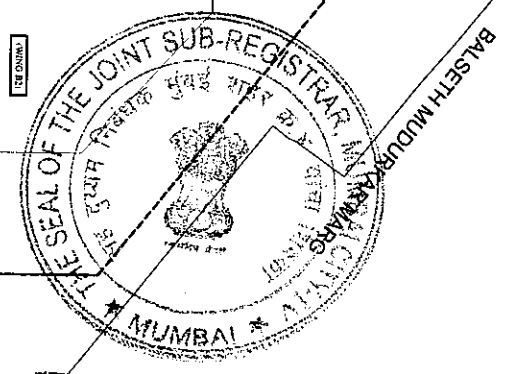
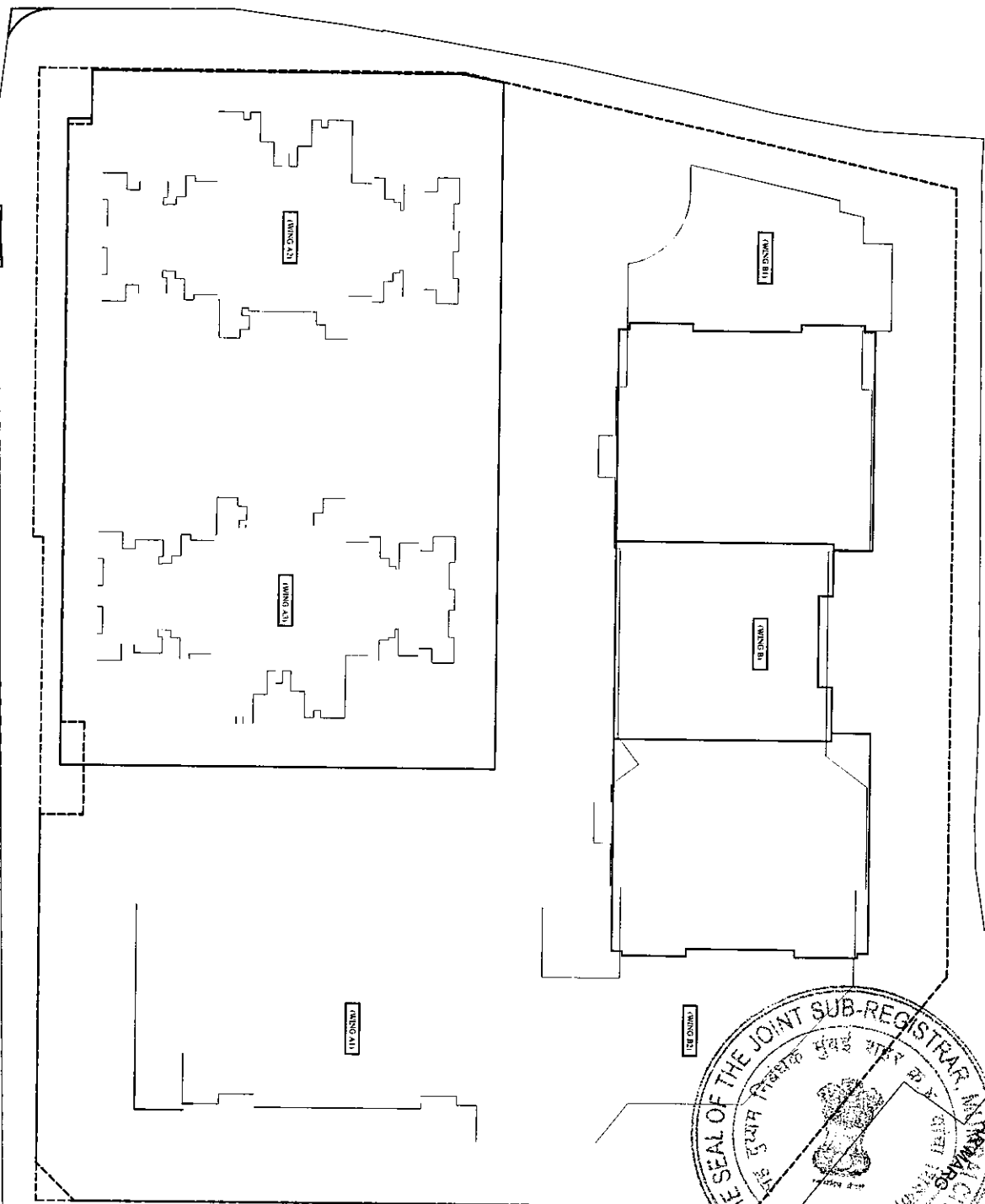
← FIT WALA ROAD →

← SENAPATI BAPAT MARG (TULSI PIPE ROAD) →

PLAN A

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



बालसेठ मुदुकर भास्करराव
 2029/934
 2029

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

Annex E

MUNICIPAL CORPORATION OF GREATER MUMBAI

Chief Engineer (Roads, Tr. & Br.) Department, Municipal Head Office Annex Bldg.,
6th floor, Mahapalika Marg, Fort, MUMBAI - 400 001.

No.: Ch.E./ 6355 /Roads & Tr

Date :

22 SEP 2009

To,
M/s Indiabulls Properties Pvt. Ltd.,
S.P. Centre, C-Wing,
41/44, Minoo Desai Marg,
Near Radio Club,
Coloba,
Mumbai - 400 005.

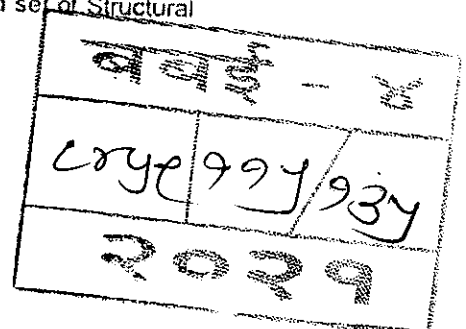
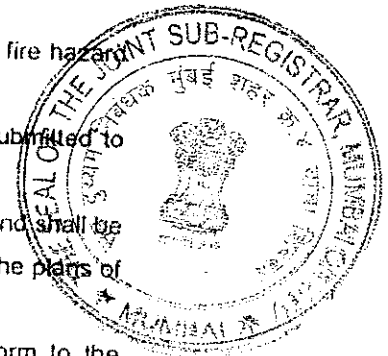
Sub: Development of Multi-storied /Public Parking lot on plot bearing C.S No. 841 of Lower Parel Divn., Senapali Bapat Marg, (Jupiter Mills) Mumbai as per the provisions of D.C.Reg. 33(24).

Ref: TPB 4309/2273/CR-193/09/UD-11 dtd. 10.09.2009.

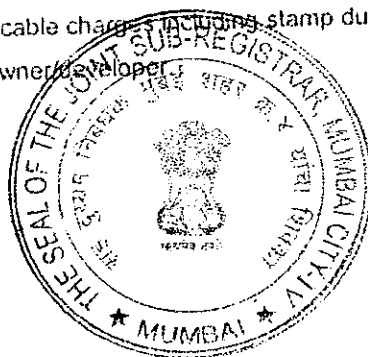
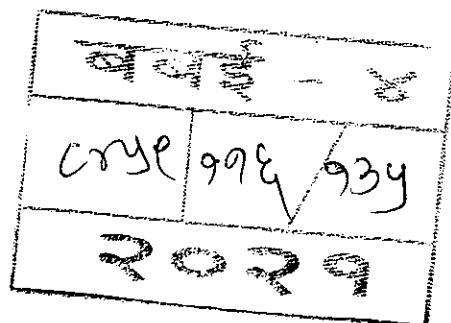
Sir,

With reference to subject proposal, this is to inform you that the Govt. has accorded approval for construction of multi-storied / public parking lot under D.C.Reg. 33(24) for accommodating total 2370 parking spaces as per D.C.Reg.33(24), subject to conditions mentioned therein. By direction of Municipal Commissioner, the letter of Intent (LOI) is hereby granted for development of Public Parking Lot (PPL) as per provisions of D.C.Reg.33(24) on plot under reference subject to following conditions :-

1. That the proposed PPL shall be constructed as per the provisions of D.C.Reg. and other relevant Rules and Regulations in force.
2. That all terms and conditions mentioned in the approval letter of the Govt. u/no. TPB 4309/2273/CR-193/09/UD-11 dtd. 10.09.2009 shall be complied with.
3. That all the terms and conditions mentioned in the NOC from Jt.C.P.(Tr.) u/no. TPHQ/DCP/HQ/Plg/Tr/MCGM/Jupiter Mill/Worli Tr. Dvn./DCR/65/09 dated 07/05/2009 shall be complied with.
4. That the proposed public parking lot on plot under reference shall be as per the guidelines prepared by MCGM for development of public parking lots.(Copy enclosed).
5. That the NOC from CFO for proposed PPL with special emphasis on fire hazard shall be submitted to B.P. Dept.
6. That the NOC from Dy. Ch.E. (Traffic) for proposed PPL shall be submitted to B.P. Dept. before applying for IOD.
7. That the requirements of parking spaces for BEST buses and best stand shall be obtained from BEST Authority and the same shall be incorporated in the plans of PPL.
8. That the structural design & drawings of proposed PPL shall conform to the requirements of relevant IS Codes, IRC Codes and general specifications formulated by MCGM (P&D Deptt.), as amended upto date and set of Structural Plans shall be submitted to P&D Deptt. of MCGM.



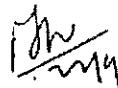
9. That the completion certificate from the P&D Deptt. shall be obtained before applying for O.C./ handing over of PPL.
10. That the remarks from S.W.D. Deptt. regarding surface water drainage arrangement & pumping arrangement in case of basement parking shall be obtained before applying for C.C. and completion certificate from them shall be obtained before O.C./ handing over of PPL.
11. That the requirement of sewage drainage arrangement alongwith treatment of chemical effluent from car wash etc. from S.P.Deptt. shall be obtained before applying for C.C. & completion certificate shall be submitted before O.C./ handing over of PPL.
12. That the detailed remarks from M&E Deptt. regarding electrical/ Mechanical /Tele-Communication facilities (such as car lifts, integrated CCTV system with night vision cameras, fully equipped control room video wall, traffic sensors, boom barrier system, parking status boards etc.), back-up generators, adequacy of artificial light & ventilation in case of basement parking shall be obtained before applying for C.C. and the completion certificate shall be obtained before O.C./handing over of PPL.
13. That the proposed PPL shall be a separate entity (segregated) with separate access, ramps; car lifts etc.
14. That the conditions prescribed by the Committee under D.C.Regn.33(24) and MCGM from time to time shall be complied with.
15. That the ownership documents shall be submitted to concerned E.E.B.P. duly certified.
16. That the plans for PPL shall be got approved (IOD) from B.P. Deptt. within 6 months after receipt of this LOI. However, C.C. for construction of public parking lot shall be requested only after compliance of stipulated conditions in this letter and NOC to that effect from this office.
17. In case the condition No.16 is not complied within the stipulated period, the LOI shall be got revalidated for further period of 6 months.
18. The PPL shall be constructed & handed over within a period of 2 years from date of issue of LOI.
19. The C.C. for the additional FSI in lieu of DCR 33(24) shall be granted only after handing over of the public parking lot, duly created as per the specifications alongwith necessary transfer of ownership of PPL in the name of MCGM.
20. That the conditions of NOC from CFO and J.L.C.P. (Traffic) shall be complied with & completion certificate to that effect shall be obtained before O.C./ handing over of PPL.
21. That the owner/developer shall apply to the Law Officer of MCGM after C.C. to prepare & thereafter execute the documents transferring the ownership of PPL in favour of MCGM and all the applicable charges including stamp duty etc. towards the same shall be borne by the owner/developer.



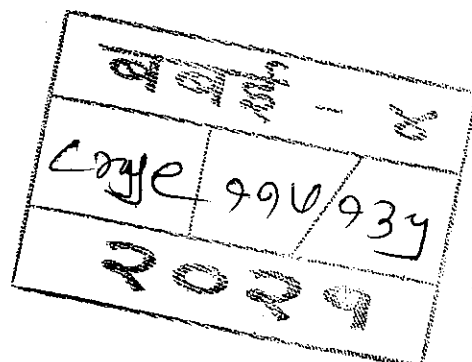
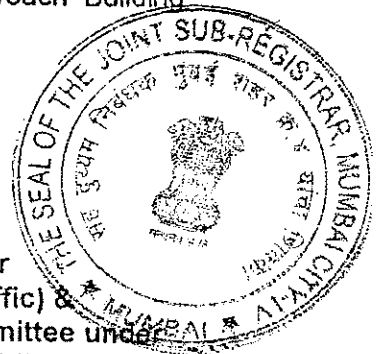
22. That a set of as built, canvas mounted completion plans including soft copy showing structural details, electrical/mechanical/ventilation details etc. shall be submitted to this office before handing over of PPL.
23. That the corpus fund for the Operation and Maintenance of PPL for the 1st five years as decided by MCGM shall be paid to MCGM before handing over of PPL.
24. That suitable Bank Guarantee or deposit at 10% of the construction cost of proposed PPL shall be deposited in B.P.Deptt. for faithful compliance of the conditions of this LOI during defect liability period. The said deposit will be refunded after the satisfactory completion of Defect Liability period of 36 months from the date of handing over of PPL.
25. That MCGM reserve the right to stipulate any other condition in future which shall be binding.
26. That Progress Report regarding development of PPL shall be submitted to this office every six months.
27. The correctness of the Built-up area of PPL in conformity with DCR 33(24) and as per terms and conditions of Govt. approval letter under No. TPB 4309/2273/CR-193/09/UD-11 dtd. 10.09.2009 shall be verified by concerned E.E.(B.P.). The Govt. clarification under No. TPB 4309/3092/CR-286/UD-11 dated 02/09/2009 as regards entitlement of FSI for amenities provided in PPL shall be applicable. The admissibility of consequent incentive FSI shall be determined accordingly as per DCR 33(24).

If you are agreeable with the above conditions, you may approach Building Proposal Department for further processing of proposal.

Yours Faithfully,



Chief Engineer
(Roads and Traffic) &
Member Secretary, committee under
D.C.Reg. 33(24)



Annexure E

MUNICIPAL CORPORATION OF GREATER MUMBAI
Chief Engineer (Rds., Tr. & Br.) Department, Engineering Hub Building, Gr. Floor,
E.Moses Road, Opp. Geeta Takies, Worli Naka, Worli, Mumbai - 400 018.

To,

✓ M/s. Indiabulls Properties Pvt. Ltd.,
Indiabulls Finance Centre, Tower 1,
15th floor, Senapati Bapat Marg,
Elphinstone Mill, Lower Parel,
Mumbai. 400 013.

No. Ch. E. / 1422 / Rds Tr. & Br/m.c

- 6 OCT 2012

Sub : Development of Multi Storied / Public Parking Lot on plot bearing
C.S.No.841 of Lower Parel Division, Senapati Bapat Marg, (Jupiter
Mill), Mumbai as per the provisions of Regulation 33(24).

Ref: i) Presentation before Committee under D.C.Reg.33(24) in the
37th meeting dt. 04.09.2012.

ii) LOI u/no.CHE/Rds/6355/Rds. & Tr. dt.22.09.2009.

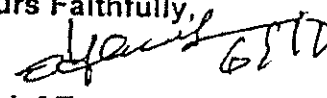
Sir,

With reference to above, the modified proposal of public parking lot bldg.
submitted by you is hereby approved by the Committee subject to following terms &
conditions :-

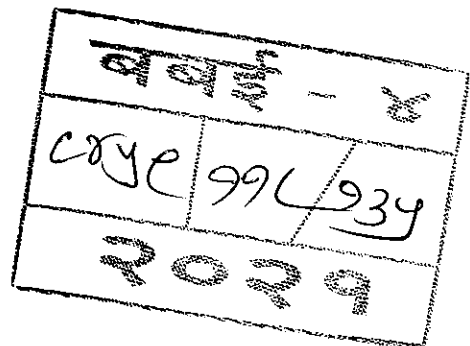
1. That all terms and conditions of LOI CHE/Rds/6355/Rds. & Tr. dt.22.09.2009 shall be complied with.
2. That the PPL shall be constructed & handed over within a period of 2 years from date of issue of this LOI. M.C. solely reserves the rights regarding acceptance of PPL after period of 2 years.
3. That MC reserve the right to stipulate any other condition in future which shall be binding.
5. That the conditions of Govt. notification u/no.TPB/4310/948/CR-289/2010/UD-11 dt.19.03.2012 regarding draft amended DCR 33(24) shall be complied with.
6. That the payment of premium shall be made to MCGM/Govt. as per the Govt. notification u/no.TPB/4310/948/CR-289/2010/UD-11 dt.19.03.2012 regarding draft amended DCR 33(24).

If you are agreeable with the above conditions, you may approach Building
Proposal Department for further processing of proposal.

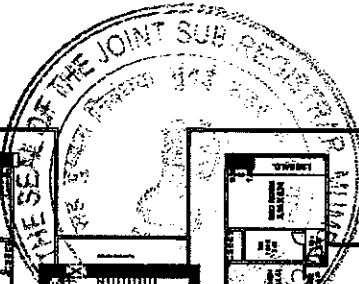
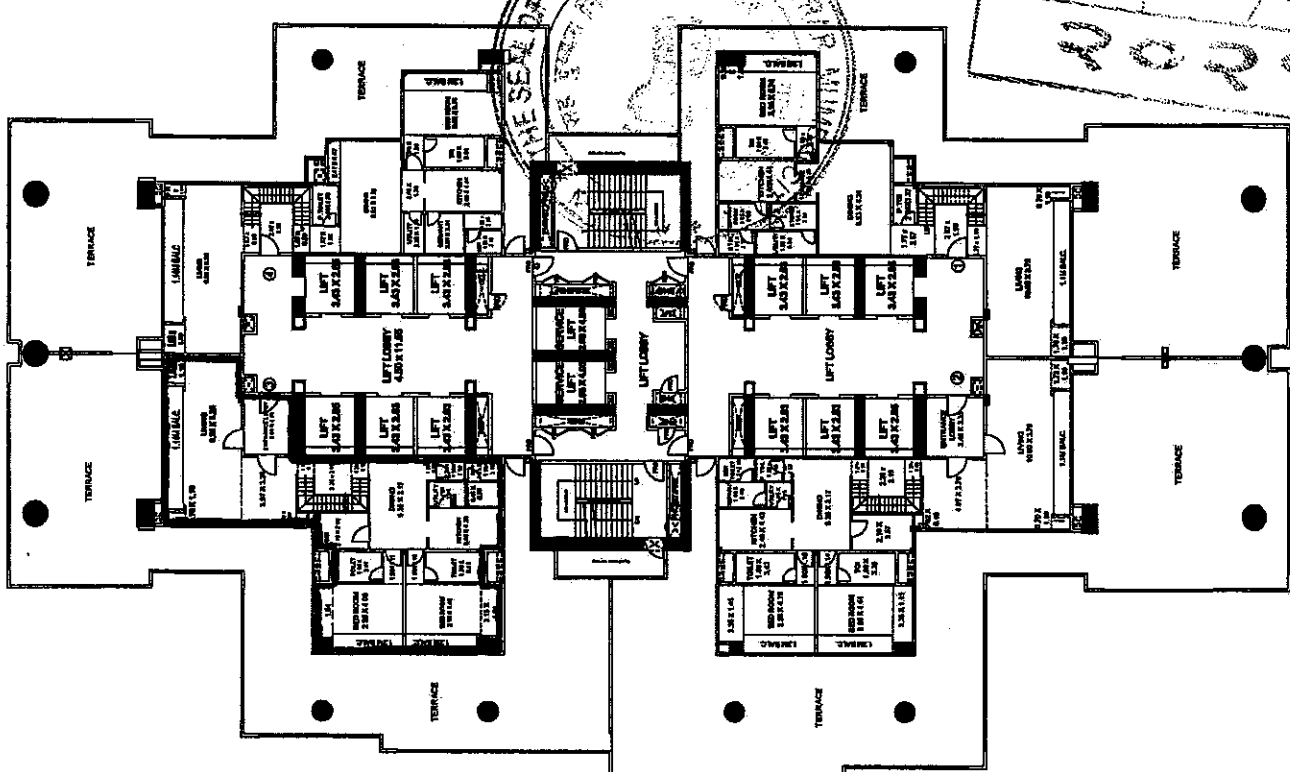
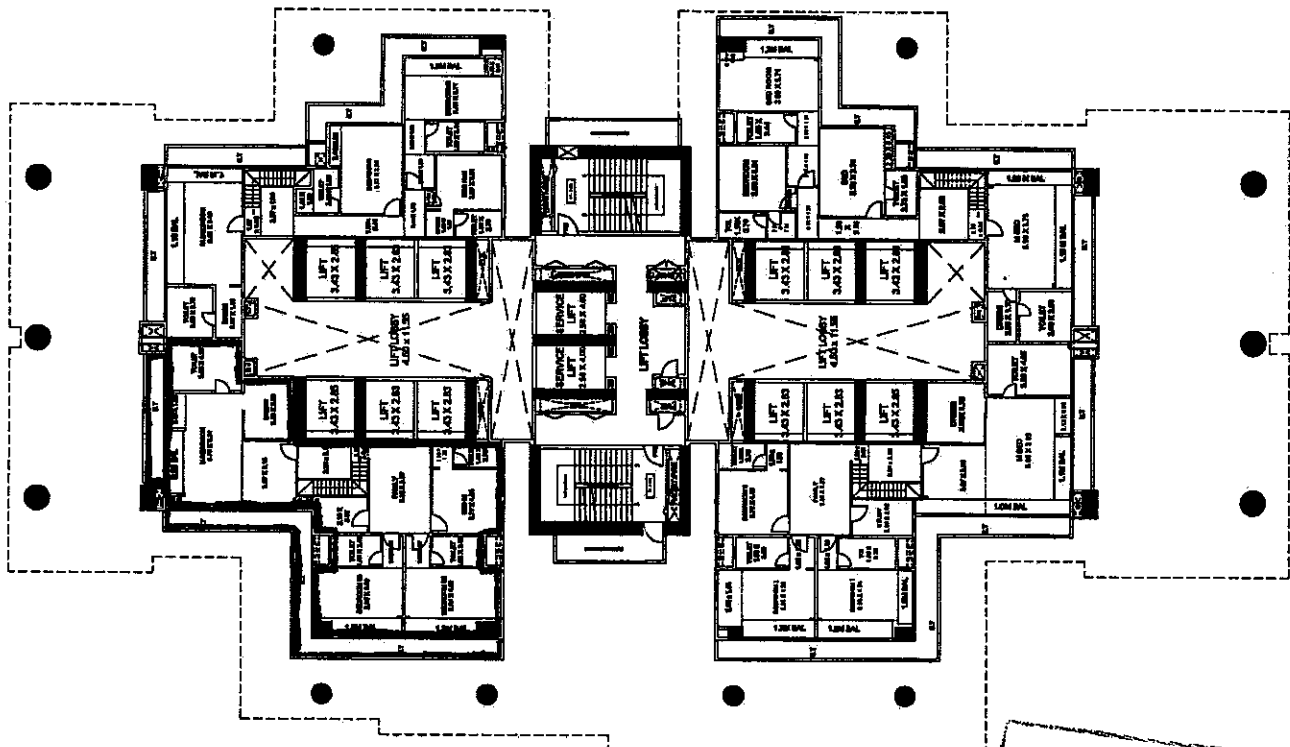
Yours Faithfully,


Chief Engineer
(Rds, Tr. & Br.) &
Member Secretary, Committee
under D.C.Reg. 33(24)

Acc: Govt. approval.



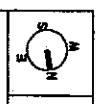
Annex F



2029
Loye 99E/934
INDIABULLS SKY FOREST

WING - A2 FLAT NO. 4703	FLOOR NO.	LOWER 47	UPPER 48
	PROJECT	INDIABULLS SKY FOREST	

NOTES:
- INTERNAL DIMENSIONS MAY VARY SLIGHTLY AS PER CHANGE IN COLUMN WIDTH
- PLAN NOT TO SCALE
- ALL DIMENSIONS ARE IN METERS
- TOLERANCE OF +1.2% IS POSSIBLE IN THE UNIT AREA ON ACCOUNT OF DESIGN AND CONSTRUCTION VARIANCES.



Signature

Signature

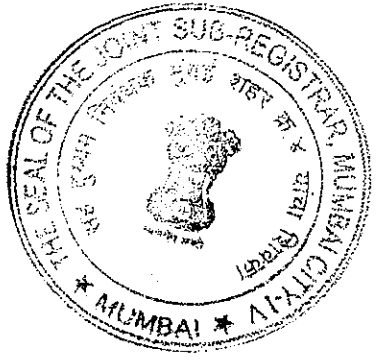
Signature

Annexure 'G'

List of Amenities		
Apartment Finishes	Location	Specifications
	Fitted Doors	Main Entrance Door
	Safety Devices	Automatic Sprinkler System in each flat Gas / Fire Detector in Kitchen
Common Area Facility & Finishes	Entrance Lobby with facade	Luxurious Lobby with Imported Marble & high performance glazing
	Typical Lobby	High quality flooring
	Facade	High performance windows with ability to withstand wind pressure
	Lifts	High Speed Passenger & service elevators
	Other Amenities	Club equipped with Fitness center.
		Landscaped Podium
		Children's Play Area
Building Security	Advance building Security system including CCTV Access control in Public areas	

Y.K
26/11/26

[Handwritten signatures]



बवई - ४
Case 920/34
२०२९

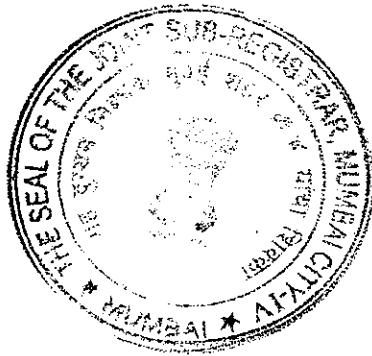
Annexure "H"

Sr. No.	Installment
1	Booking Amount
2	10% of Agreement Value by 25th March'21 (Less Booking Amount)
3	10% of Agreement Value by 15th April'21
4	10% of Agreement Value by 25th June'21
5	10% of Agreement Value by 25th October'21
6	60% of Agreement Value on receipt of OC + Possession Charges

Delit

M. S.

J. S.

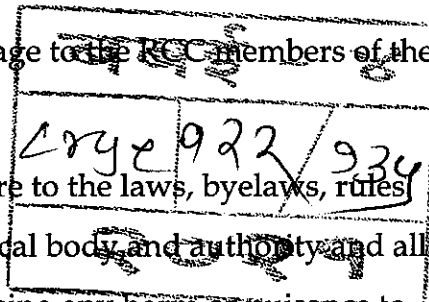
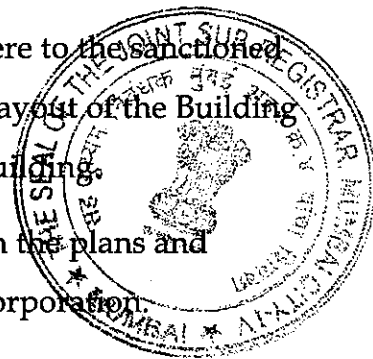


बका - ४	
१२५९	९२९/९३५
२०२९	

ANNEXURE "I"

Terms and Conditions for the Fit Out

- (i) 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) ("Security Deposit") till the time such interior and fit out work in the said Apartment is completed and all debris / waste generated in the process are cleared by the Purchaser(s) to the complete satisfaction of the Promoter and acknowledges in the event the Purchaser(s) 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 amounts as the Promoter deems appropriate for remedying such nuisance or damage caused by the Purchaser.
- (ii) The Purchaser(s) shall engage and appoint a contractor for carrying out such fit-out work and intimate to the Promoter the approximate date / time of completion of such work.
- (iii) 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 and Building.
- (iv) The contractor so engaged shall comply with the plans and specifications approved by the Municipal Corporation.
- (v) The contractor shall get the work executed only through licensed personnel such as plumbers, electricians, etc.
- (vi) The contractor shall not cause damage to the RCC members of the building.
- (vii) The Purchaser(s) shall strictly adhere to the laws, byelaws, rules and regulations of the concerned local body and authority and all authorities without in any way causing any harm or nuisance to the users of all other apartments in the building.
- (viii) 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



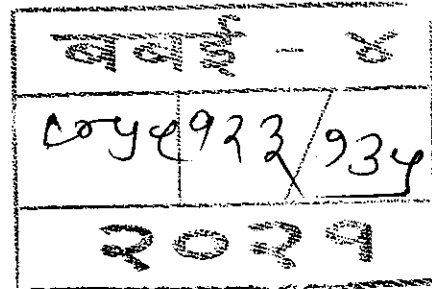
Signature

Signature

Signature

to satisfactorily redo the waterproofing in case of any such leakage at their own cost.

- (ix) No work in, to or upon the said Apartment shall be done on any Sunday or Bank Holiday, and on other working days and it shall be done only between the hours of 9 am to 7 pm.
- (x) The Purchaser(s) 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(s) shall make good any damages caused thereby.
- (xi) The Purchaser(s) 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(s) or the contractor of any of the aforesaid conditions.
- (xii) The Purchaser(s) shall abide by the fit out guidelines that may be issued by the Promoter in such respects.
- (xiii) The Purchase(s) shall not occupy the said Apartment and claim possession of the said Apartment given for the Fit-Out purpose until the Occupation Certificate in respect of the said Apartment and the Promoter has issued possession letter to the Purchaser(s).



Delit

[Signature]

Annexure J



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51900000467

Project: Indiabulls Sky Forest -A2, Plot Bearing / CTS / Survey / Final Plot No.:841 at GSouth-400013, Ward GSouth, Mumbai City, 400013;

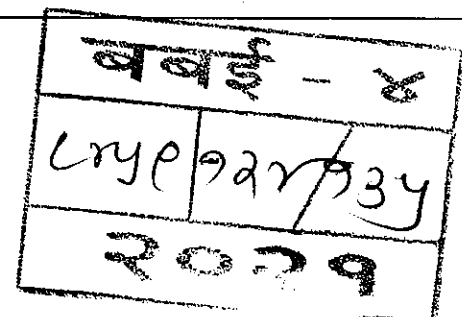
- Indiabulls Properties Private Limited** having its registered office / principal place of business at *Tehsil: Ward GSouth, District: Mumbai City, Pin: 400013.*
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **18/07/2017** and ending with **30/09/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: **18/07/2017**
Place: **Mumbai**



Signature valid
Digitally Signed by
Dr. Vasanti Armanand Prabhu
(Secretary, MahaRERA)
Date: 7/18/2017 2:31:26 PM

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



DATED THIS DAY 31st OF March 2021

INDIABULLS PROPERTIES PRIVATE LIMITED

And

Purchaser

AGREEMENT FOR SALE

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.

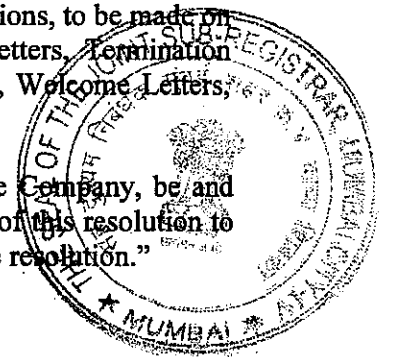
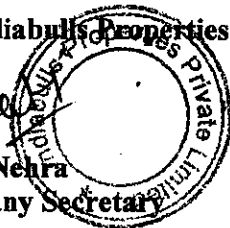
RESOLVED FURTHER THAT the aforesaid authorised signatories of the Company, be and are hereby further severally authorized, to sign and execute MOUs/ Agreements with various Banks/Finance Companies etc. for making available loans/finance to prospective buyers of aforesaid Residential space and also to 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.

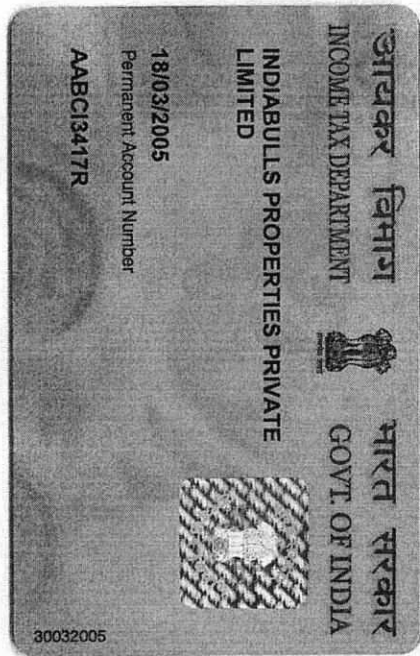
RESOLVED FURTHER THAT the Directors and Secretary of the Company, be and are hereby severally authorized, to sign and forward a certified copy of this resolution to any person/authority, as may be required for giving effect to the above resolution.”

For Indiabulls Properties Private Limited


Swati Nehra
Company Secretary



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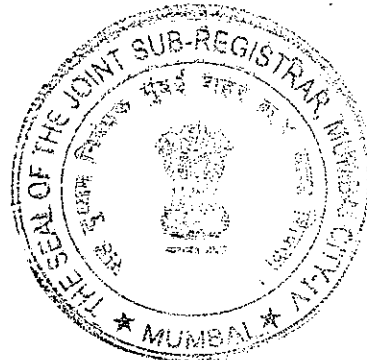


वर्क - ४	
Loye	92C/934
२०२१	

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	AGAPM7089H
नाम / NAME	LALIT NARAYAN MAKHIJANI
पिता का नाम / FATHER'S NAME	NARAYAN CHELARAMANI MAKHIJANI
जन्म तिथि / DATE OF BIRTH	02-12-1982
हस्ताक्षर / SIGNATURE	
	आयकर अधिकारी (कंप्यूटर केन्द्र) Commissioner of Income-tax (Computer Operation)

L. Makhiyani

वसुधै - कु	
८४९९९९	९३५
२०२९	

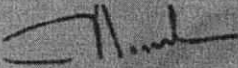





आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHRIPAL RAJ LODHA
SUDHRAJ LODHA

20/10/1958
 Permanent Account Number
AAJPL2949L


 Signature

16042010

Handwritten signature

इस कार्ड के खोने / चाने पर कृपया सूचित करें / लौटारें।
 आयकर पैन सेवा इकाई, एन एस डी एल
 तीसरी मंजिल, सफ़ायर चेंबर,
 बानेर टेलिफोन एक्सचेंज के मजदोक,
 बानेर, पुना - 411 045


*If this card is lost / someone's lost card is found,
 please inform / return to :*
 Income Tax PAN Services Unit, NSDL
 3rd Floor, Sapphire Chambers,
 Near Baner Telephone Exchange,
 Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
 e-mail: tininfo@nsdl.co.in

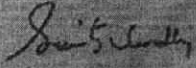


वर्ष - ४	
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आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA

SARITA LODHA
KAN CHAND PATWA
22/05/1966
 Permanent Account Number
AAJPL2956P


 Signature





15042610

इस कार्ड के खाने / पाने पर कृपया सूचित करें / लौटारें :
 आयकर पैन सेवा इकाई, एन एस डी एल
 तीसरी मंजिल, सफायर चेंबर,
 बांनर टेलिफोन एक्चेंज के नजदीक,
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 Bauer, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
 e-mail: tininfo@nsdl.co.in

Sarita Lodha



बबई - ४
 Copy 939 / 934
२०२१



भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1207/30044/18810

To,
रजत राकेश मेहता
Rajat Rakesh Mehta
S/O: Rakesh Mehta
5-A Alt View
7 Altamount Road
Opp. bank Of India
Mumbai
Cumballa Hill Mumbai Mumbai
Maharashtra 400026
9867021219

Ref: 127 / 21J / 213383 / 213709 / P



SH421458716FT



आपला आधार क्रमांक / Your Aadhaar No. :

3829 3499 0818

आधार - सामान्य माणसाचा अधिकार



भारत सरकार

Government of India



रजत राकेश मेहता
Rajat Rakesh Mehta
जन्म तारीख / DOB : 15/03/1990
पुरुष / Male



3829 3499 0818

आधार - सामान्य माणसाचा अधिकार



वर्कई - ४
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बकाई - ४		
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508/8459

बुधवार, 23 जून 2021 4:07 म.नं.

दस्त गोषवारा भाग-1

बबई4

730/934

दस्त क्रमांक: 8459/2021

दस्त क्रमांक: बबई4 /8459/2021

बाजार मुल्य: रु. 17,56,30,930/- मोबदला: रु. 19,00,00,000/-

भरलेले मुद्रांक शुल्क: रु.57,00,000/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2020/CR136/M1(Policy) :Mumbai : Mudrank 2020/CR136/M1(Policy) :Mumbai (01-01-2021 to 31-03-2021)

दु. नि. सह. दु. नि. बबई4 यांचे कार्यालयात

अ. क्रं. 8459 वर दि.23-06-2021

रोजी 4:03 म.नं. वा. हजर केला.

पावती:8989

पावती दिनांक: 23/06/2021

सादरकरणाराचे नाव: श्रीपाल राज लोढा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2700.00

पृष्ठांची संख्या: 135

एकुण: 32700.00

दस्त हजर करणाऱ्याची सही:

सह दुसरे निबंधक, मुंबई-4

सह दुसरे निबंधक, मुंबई-4

दस्ताचा प्रकार: करारनामा

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

शिक्षा क्रं. 1 23 / 06 / 2021 04 : 03 : 55 PM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 23 / 06 / 2021 04 : 05 : 08 PM ची वेळ: (फी)

प्रतिज्ञापत्र

सादर दस्तऐवज हा नोंदणी कायदा १९०८ खालील असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातल संपूर्ण महत्त्व निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कायदेशीर सत्यता तपशील आहे. दस्ताची सत्यता, वैधता कायदेशीर बांधकाम अधिकारी व कडुलीधारक हे संपूर्णपणे जबाबदार राहतील.

विहून देणारे

विहून घेणारे





23/06/2021 4 15:47 PM

दस्त गोषवारा भाग-2

बबई4

934/934

दस्त क्रमांक:8459/2021

दस्त क्रमांक :बबई4/8459/2021

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:इंडियाबुल्स प्रॉपर्टीज प्रायवेट लिमिटेड तर्फे ऑथोराईज सिग्नेटरी ललित मखीजानी पता:प्लॉट नं: एम 62/63, माळा नं: 1 ला मजला , इमारतीचे नाव: कन्नाट प्लेस, ब्लॉक नं: न्यू दिल्ली , रोड नं: -, दिल्ली, CENTRAL DELHI. पॅन नंबर:AABCI3417R	लिहून देणार वय :-38 स्वाक्षरी:- <i>D. Makhyani</i>		
2	नाव:श्रीपाल राज लोढा पता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-66-67, शास्त्री नगर, जोधपुर, राजस्थान, ब्लॉक नं: -, रोड नं: -, राजस्थान, JODHPUR. पॅन नंबर:AAJPL2949L	लिहून घेणार वय :-62 स्वाक्षरी:- <i>A. Raj</i>		
3	नाव:सरिता लोढा पता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-66-67, शास्त्री नगर, जोधपुर, राजस्थान, ब्लॉक नं: -, रोड नं: -, राजस्थान, जोधपुर. पॅन नंबर:AAJPL2956P	लिहून घेणार वय :-55 स्वाक्षरी:- <i>S. Lodha</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:23 / 06 / 2021 04 : 11 : 43 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:रजत राकेश मेहता वय:31 पता:5-ए, अल्ट व्यु, 7 अल्टामाऊंट रोड, मुंबई पिन कोड:400026	 स्वाक्षरी <i>R. Mehta</i>	
2	नाव:संदीप गढेवाल वय:35 पता:41, एकता प्रसाद सोसायटी, लोअर परेल, मुंबई पिन कोड:400013	 स्वाक्षरी <i>S. Gadewal</i>	

शिक्का क्र.4 ची वेळ:23 / 06 / 2021 04 : 13 : 11 PM

शिक्का क्र.5 ची वेळ:23 / 06 / 2021 04 : 13 : 26 PM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक, मुंबई-4

प्रमाणित करणेत येते की या
दस्तामध्ये एकूण.....934.....पाने
पुस्तक क्रमांक-१, बबई-४/.....८५९/२०२१
नोंदला.
दिनांक २३/०६/२०२१

Payment Details.

सह दुय्यम निबंधक वर्ग-२ मुंबई शहर क्र. ४.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SHRIPAL RAJ LODHA	eChallan	00040572021033027648	MH014283810202021E	5700000.00	SD	0001243525202122	23/06/2021
2		DHC		2306202108061	700	RF	2306202108061D	23/06/2021
3		DHC		2306202108008	2000	RF	2306202108008D	23/06/2021
4	SHRIPAL RAJ LODHA	eChallan		MH014283810202021E	30000	RF	0001243525202122	23/06/2021

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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