

- 31 1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- 31.2 Any reference to the singular shall include the plural and vice-versa;
- 31.3 Any references to the masculine gender shall include the feminine gender and/or the neutral gender and vice-versa;
- 31.4 The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- 31.5 References to this Agreement or any other document that be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time:
- 31.6 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is express (stated no slause in this Agreement limits the extent or application of another clause
- 31.7 References to a person (or to a word importing a person) shall be construed so as to include:
 - 31.7.1 An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - 31.7.2 That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

×

p

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and chine dragement for Sale at Mumbai in the presence of attesting watness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO <u>PART 1</u> ("the Larger Property")

ALL THAT piece and parcel of land bearing CTS Nos. G/626 admeasuring 11,142.10 square meters and G/164 A (part) admeasuring 2750 square meters of Village Bandra Taluka Andheri in the Mumbai Suburban District out and from the Entire Property more particularly described in the First Schedule above referred to and an additional area of 292 square meters collectively admeasuring 14,184.10 square meters and bounded as follows:

On or towards the North side On or towards the South side On or towards the East side On or towards the West side

: 18.30 M. Wide Avenue Road : 18.30 M. Wide Ramkrishna Mission Road : 12.19 M. Wide 18th Road

: 18.30 M. Wide Sakharam Patil Road/Proposed D.P. Road

PART II (the Said Land)

ALL THAT piece and parcel of land bearing CTS Nos. G/626 (pt)and G/164 A (pt) of Village Bandra Taluka Andheri in the Mumbai Suburban District admeasuring 9491.51 square meters out and from the Larger Property more particularly described in the First Schedule Part 1 above referred to.

THE SECOND SCHEDULE ABOVE REFERRED TO

("Real Estate Project Amenities")



Elevators Staircases and Lift Lobbies Air Conditioned ground floor lobby CCTV surveillance security system Public Address system Common area lighting Fire Chute/Fire Lift Common area fire sprinklers

9. Terrace

8.

231-5 37-102 44 F2 Y 0309

THE THIRD SCHEDULE ABOVE REFERRED TO: ("Whole Project Amenibies")

14

RNO.	AMENITY TYPE	DESCRIPTION	
ARTA	2		
1. TODDLERS CREATIVE		Multifunctional space for kids to pursue their	
	STUDIO	passions like dance, music and painting.	
2.	BUSINESS CENTRE	Dedicated space for meetings	
3.	SENIOR CITIZEN'S ZONE	Space with resting benches for senior citizens	
4.	MINI-THEATRE	Mini theater for Audio visual entertainment for 16 people	
5.	SPA	Spa with 2 treatment rooms and rest room facility	
6.	BANQUET HALL	Function/ Party hall with approx 1000 sq.ft. with space for service pantry and kitchen	
7.	INDOOR GAMES ZONE	Space for Indoor games like pool, table tennis & board games like chess, carrom & darts Artificial rock climbing wall for Kras	
8.	ARTIFICIAL ROCK CLIMBING WALL FOR KIDS		
9.	YOGA DECK	Area for practising Yoga	
10.	GYMNASIUM	Gymnasium equipped with cardio und strength equipments	
11.	SALT WATER POOL	Lap pool with length 20 Motor and wight sweter with salt water (stration system	
12.	KIDS POOL	Shallow pool with length 6M and width 2M for kids	
13.	AQUA GYM	Pool with submerged cardio equipments	
14.	POOL DECK	Pool side deck area with loungers	
15.	KINETIC SAND PIT	Children play area with sand infill	
16.	HERB GARDEN	Outdoor herb/ Shrub garden with herbs	
17.	OUTDOOR FITNESS STATION	Space where outdoor fitness stations are located for fitness enthusiasts to exercise in the open	
18.	ZEN GARDEN	Japanese rock garden landscape through carefully composed arrangements of rocks	
19.	ALFRESCO SKY LOUNGE	Outdoor dining area with outdoor furniture	
20.	STAR GAZING DECK	Terrace deck for star gazing	
21	PARTY LAWN	Lawn area for parties for 30 people	
22	RESTING PAVILLION	Pool side area for relaxation	
23.	WALKING TRAIL	Pathway for taking a walk around the podium	
24.	CABANA	Semicovered lounge area near pool	
25	MULTICOURT	Sports turf for futsal & cricket that can be used for performance gatherings as well.	
26.	DRIVER AC ROOM	Drivers waiting area	
27.	CONCIERGE SERVICES		
28.	VALET SERVICES	For car parking only	

47

B

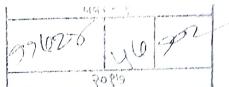
99:02/8	 Water Panks. Plumbing network. O Drainage, storm water and sewage lines in the said Buildings File Fighting and Fire Detection System for the said Buildings Sewerage Treatment Plant (STP) and associated piping/ chambers collection tanks External storm water drains
	 3.1 (Plumbina potwork) (C) Drainage, storm water and sewage lines in the said Buildings 5. Fire Fighting and Fire Detection System for the said Buildings 6. Sewerage Treatment Plant (STP) and associated piping/ chambers collection tanks
· · · · · · · · · · · · · · · · · · ·	 3.1 (Plumbina potwork) (C) Drainage, storm water and sewage lines in the said Buildings 5. Fire Fighting and Fire Detection System for the said Buildings 6. Sewerage Treatment Plant (STP) and associated piping/ chambers collection tanks
	 (C) © Drainage, storm water and sewage lines in the said Buildings Fire Fighting and Fire Detection System for the said Buildings Sewerage Treatment Plant (STP) and associated prping/ chambers collection tanks
	 Fire Fighting and Fire Detection System for the said Buildings Sewerage Treatment Plant (STP) and associated piping/ chambers collection tanks
	 Sewerage Treatment Plant (STP) and associated puping/ chambers collection tanks
	C define product diagnet
	the state mercourg equipment
	and entrance gates.
	 Common area signage
	 Landscape areas at Ground & podium level.
	12 Drivers' rest tooms and toilets
	 Watchman security Cabin at project entry
	14. Electrical and low voltage cabling/ winne network [DTII]
	provision for there optic cabling & withing
	15 Fleetric and D.G. Set
	Earthing pits in the compound
	17 Meter Room panel room ancillary service areas B M S. from 1 r the said Buildings.
	18. Staircase and main passage and other passages
The P	Intrance area 4 obby in the said Building
A Starter Starter	20 Staircase Areas including the Landings in the said Burklings with one of
HE CA	(a) Brevator Shaft in the said Buildings
TELE NEED	2. Secessary light, telephone and water connections
12 A	3 1 Elevators of reputed make.
1. 21 21. 1	4. SPilness centre
	25 S Refuge Areas
and the second second	Areas used for parking like basements. Stilts, etc.
-	7. Podium E Deck
	Fr III.

•

48

•

•



THE FOURTH SCHEDULE ABOVE REFERRED TO

("fixtures, fittings and amenities within the said Premises")

- RCC framed structure.
- 2. Electrical provision for air-conditioning except the service areas, toilets & Kitchen.
- Flooring as specified by the design consultant but generally complying to:
 - Marble/Composite Marble flooring in living room, Vitrified Tiles in kitchen and all bathrooms, tiles in servant bathroom.
 - Laminated wood flooring / marble /composite marble flooring in Bedrooms.
 - Antiskid flooring in the balcony.
 - Vitrified tile flooring in the service areas, kitchen servant area.
 - Smooth Finished for interior partition walls.
- 5. Paint

4

- Internal walls will be painted with premium paint.
- External walls will be painted with acrylic paint.
- 6. Doors
 - Main Door will be 45mm thick door with vencer/ laminate finish on both sides and solid wood/ engineered wood frame. The door will have suitable hardware for security.
 - Bedroom Doors will be 35 min thick door with veneel/ laminate limits on both sides and solid wood frame/ engineered wood frame with suitable hardware.
 - Suitable hardware.
 Bathroom Doors will be 35 mm thick door with jaminal for varmsh) finish on both sides and solid wood frame/ op indered wood frame with suitable hardware.
- 7. Windows
 - All windows will be powder coated/anodized Alumining/UP/
 - Window with four feet high glass railing for safety.
- Bathroom Fittings
 - All bathroom fittings to be of premium fittings with standard fittings and fixtures.
- 9. Kitchen platform
 - Granite/Quartz surface with backsplash in tiles / suitable material.
 - Twin Bowl Sink
- 10. Home automation and security
 - Provision for an integrated home automation system.
 - Panic alarm in master bedroom.
 - Video door phone in the flat.
- 11. Air Conditioning
 - Energy Efficient Air Conditioning provided in Living Room and All Bedrooms.
 - General Amenities

12

- Each flat will be provided with adequate light points.
- Each flat will be provided with TV points and telephone points in the living room and bedrooms.
- . Baon flat will be provided with an exhaust fan in the kitchen & Tollet.
- Storage type boilers/ water heater for bathrooms.

	<u>Sr. No</u>	Terms and Expres	sions	Meaning End Description
	1.	Name, address email id of Promoter	and the	Address: 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East), Mumbaj . 4000() Email id:
	2.	Name, address email id of the Allot	ue	customersuppo't.paramount@rustomjee.com Name: MR. RAKESH V. SINGH & MRS. PREETI R. SINGH Address: 603, Green Gates, Petty Cross Road, Bandra (West), Mumbai - 400 050. Email id: rakeshsinghthakur33@gmail.com
	3.	said Wing		Wing "D"
	4.	Real Estate Project		Rustomice Paramount- Wing "D"
		(a) RERA Cortificate		P51800000619
Mary I VAMANU	+ Stat action	Composition	(1	 (i) The Real Estate Project shall comprise of Ground/ Stilt + 23 habitable floors. (ii) Presently MCGM has approved construction of 8 habitable floors.
le.	A CHE CON	Consultation	11 (ii	 i) FSI sanctioned till date is 5136.27 square meters i) Balance FSI proposed (not sanctioned) is 323.62 square meters ii) Aggregate FSI (sanctioned + proposed) is 459.89 square meters
		IOA	tin	
	6. (CC	CC to t	dated July 17, 2014 and re-endorsed from time time
	7. ti	he said Premises	squa squa as "1 The	t bearing No. 1502 on 14th floor of the said ng / Real Estate Project and admeasuring 119.80 are meters (carpet area) equivalent to 1289.53 are feet (carpet area) of the Whole Project known Rustomjee Paramount". exclusive areas appurtenant to the said Flat casure 8.90 square meters equivalent to 95.80 re feet

		att s
8	Parking Space	2 (Two 2020 4.5)
9	Sale Consideration	Rs.6,46,48,055/- 2020
		(Rupces Six Crore Forty Six Lakhs Forty Eig Thousand Fifty Five Only)
10.	Possession Date	31st May'2020; subject to provisions of clause 7 this Agreement for Sale.
11.	the said Account	Keystone Realtors Pvt. LtdParamount Collection A/e No. 777705000078 IFCS Code Number: ICtC0001238
12.	Mortgagee Bank Financial Institution	/ ICICI Bank Limited
13.	said Nominee	
14	PAN	(A) Promoter: AAACK2499Q
		(B) Allottee: (i) AAFPS0093Q

ß



.

.

THE SIXTH SCHEDULE ABOVE REFERRED TO

खदा

A2

- ?

9 rtionloss		
Particulars Promotely Promotely	Payment	Du
Token/Part of application fee	Rs.32,32,40	3/-
Balance Application fee within 15 days of token	Rs.32,32.403	3/-
Within indays from execution agreement	of Rs.1,29.29,61	1/-
On completion of 2 nd Basement	Rs.48,48,604	/-
On completion of Plinth level	Rs.48,48.604/	-
On completion of 1st Slab		
	12,92.961/-	
On completion of 3rd Slab	12.92,961/-	
On completion of 5th Slab	12,92.961/-	-
On completion of 7th Slab	12,92,961/-	
Off Completion of Orth Slab	12,92,961/-	
On completion of 1 fill \$14b	12,92,961/-	
On completion of 13th Slab	12,92,961/-	
On completion of 15th Slab	12,92.961/-	
On completion of 17th Slab	12.92,961/-	
On completion (101, c) (12.52,501/-	
On completion of 19th Slab Terrace slab completion	12,92,961/-	
	Rs.32,32,403/-	
On completion of walls, Internal Plaster, Flooring , Doors & Windows within the said apartment	Rs.32,32,403/-	
On completion of Sanitory Fitting, Staircase, lift wells, lobbies pto the floor level of the said apartment	Rs.32,32,403/-	
On completion of External Plumbing ,External Plaster, Elevation, Terrace with waterproofing	Rs.32,32,403/-	
On completion of lift, water pumps, electrical fitting & ntrance lobby	Rs.64,64,806/-	
On Possession	Rs.32,32,402/-	
Total	Rs.6,46,48.055/-	

* A

P



1791 - T. T. C.	THE STATE OF BUILD AND THE SECOND					
All and a support of the	In state Constraints to Autority					
	THEMAL					
- Alexander	271	100				
and the production and the						
and the second second second second						
The second and the second	Steer date	1				
A CONTRACT OF THE OWNER						
1. Harrier		2.				
a liter and a						
aller and						
the second second						
and the second second						
and the second se						

100-

- 7 ES 2 THE SEVENTH SCHEDULE ABOVE REFERRED TO: ("being the list of the "Other Charges" to be paid by the Allottee in accordance with this Agreement") 2080 a 5080

•

,

6	stite III

	PART A	
<u>Sr.</u> No.	, <u>Particulárs</u> ,	Amounts
1.	Legal Charges	Rs. 50,000/-
2.	Society Formation & Registration Charges	Rs.25,000/-
3.	Charges towards installation of Electric Meter, Water Meter, Gas Connection upto the ground floor of the said Wing	Rs. 50,000/-
	Total	Rs. 1,25,000/-
	PART B	
<u>Sr.</u>	Particulars	Amounts
		4 (M
l	Share Application and Entrance Fees of the said Society	Rs. 700/444.

		said Society	
1	2,	, Corpus Fund	Rs. 34 (1.400/
	3	, Proportionate Share of Municipal Taxes and Outgoings	As determined at the time of possession
	4.	Advance Deposit of Municipal Taxes and Outgoings	As determined at the time of possession

pr &

53

1315

SIGNED AND DELIVERED BY) the within named Promoter) Keystone Realtors Private Limited) By the hands of its Director /) Authorized Signatory y Mr Religion Battiuette in the presence of Witness:

1. Veiblig Bhandari B

2. Vished Bhalerace

SIGNED AND DELIVERED BY the within named Allottee

MR. RAKESH V. SINGH

MRS. PREETI R. SINGH in the presence of

Witness:

1. Veibbar Bhandaning Scheterrae

Photo Left Hand Thumb Impression







54

RECEIVED from the Allottee herein an aggregate sum of Rs.1,00,00,000-(Rupes, One Crore Only) being the amount to be paid by the Allottee to the Promoter

RECEIPT

One Crore Only) being the amount to be paid by the Allottee to the Promoler towards the said Consideration in accordance with the Fourth Schedole as per the details mentioned below:

	11, 11,		11
AMOUNT	NAME OF THE BANK	CHEQUE NO.	DATE
Rs.50,00,000/-	Punjab National Bank	217029	09.05.2017
Rs.50,00,000/-	Kotak Mahindra Bank	000059	11.08.2017
Rs.1,00,00,000/-	TOTAL		

For Keystone Realtors Pvt. Ltd.

(Authorized Signatory)

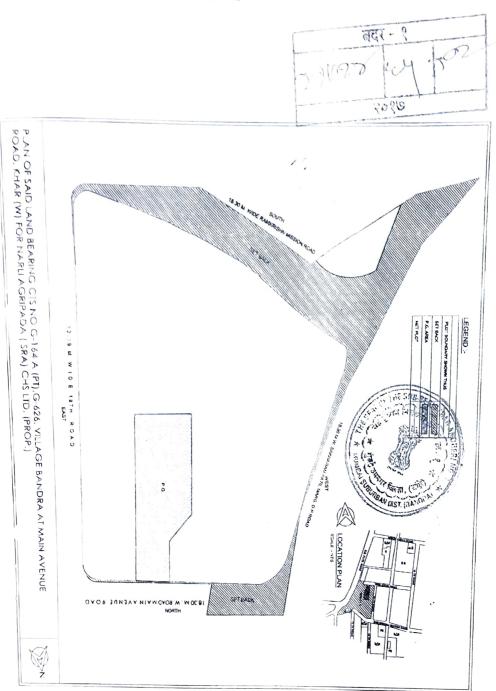
बदर - १

Witness:

N. Car

- 1. Vaibhav Bhandavi B
- 2. Vishal Bhalena





ANNEXURE - ","

•

ANNEXURE -"2"

S. MAHOMEDBHAL 2 त्तदर -9 (Registered ADVOCATES & SOLICITOR TAMARIND HOUSE, FIRST FLOOP 36. TAMARIND LANE FORT, MUMBAI - 400 00T 2020 INDIA +91 - 22 - 2265 2778 Telanhone +91 - 22 - 6634 5053 E-mail : smcolaw@gmail.com

SHAMIMA TALY MUKUL TALY MALLIKA TALY

To.

Keystone Realion Private Limited (successor in interest of Suranjan Holding And Estate Developers Private Limited) 702, Natraj. M.V. Road Junction, Western Express Highway, Andheri (East) <u>Murnhai 400.069</u>

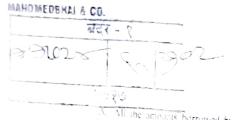
Sirs.

Ref: All that piece and parcel of freehold land bearing CTS, 505: G-620 admeasuring 11,142,10 square meters, G-164-A (Part) admeasuring 275 square meters together with additional area admeasuring 202 square meters aggregating to 14,184.10 square meters or thereabour 60 Villay Bandra. Taleka Andheri, Mambai Suburban District (The strid property")

By our Certificate of Title dated July 23, 2015 we have opined that subject to what is stated therein. Suranjan Holding And Estate Developers Private Limited ("Suranjan") is entitled to develop the said property more particularly described in the Schedule thereunder written (which is also the Schedule hereunder written) under development rights taken from Narli Agripada Co-operative Housing Society Limited and to sell on ownership basis to third parties, premises comprised in the free sale component of the sanctioned Slum Rehabilitation Scheme with respect to the said property with clear and marketable title, free from reasonable doubts and after compliance with the terms and conditions of all permissions obtained by them.

Since the issuance of the said Certificate of Title, certain events have transpired which make it necessary to issue this Supplementary Certificate of Title:

CONTINUATION SHEET



All the amounts borrowed by Suranjan from IDBI Trusteeship Services Limited and secured by issuance of Secured Redeemable Non-convertible Debentures and the charge created over the development rights and all other right, title and interest with respect to the said property (Slum Rehabilitation Scheme) by virtue of the LOI issued by the Slum Rehabilitation Authority together with the buildings constructed and to be constructed thereon in favour of IDBI Trusteeship Services Limited in its capacity as Debenture Trustee for the benefit of Debenture Holders, in accordance with terms of Debenture Trust Deed deted 18th February, 2014 executed by Suranjan in favour of IDBI Trusteeship Services Limited and registered in the office of the Sub-Registrar of Assurances at Andheri -2, Mumbal under Serial No.BDR4/1194/2014 has been repaid in full. The said IDB1 Trusteeship Services Limited have in consideration executed a Deed of Re-conveyance dated September 23, 2015 in favour of Suranján inter also in respect of the said property. The said Deed of Re-conveyance is duly registered in the office of the Sub-Registrar of Assurances, Andheri 2. Mumbal Suburban District under Serial No. BDR4/7087/2015 on

B² All the amounts borrowed by Suranjan from EC1. Finance Limited and secured by a mongage or charge created in respect of the said property in accordance with the terms of the Mortgage Deed dated February 20, 2014 executed by Surajan in favour of ECL Finance Limited and registered in the Office of the Sub-Registrar of Assurances, Andheri 2, Mumbai Suburban District under Serial No. BDR4/1256/2014 on February 21, 2014 have beer repeid in full. Accordingly, ECL Finance Limited have in consideration thereof, signed and executed a Deed of Re-conveyance dated September 23, 2015 in favour of Suranjan *inter alia* in respect of the said property. The said Deed of Re-conveyance is duly registered in the Office of the Sub-Registrar of Assurances, Andheri 2, Mumbai Suburban District under Serial number BDR4/7085/2015 on September 23, 2015;

S. MAHOMEDSHAH & CO.

	होटर - ?
	CONTINUATION SHEET
	201028 42 P
C. By and under an inc	lenters of Monighese child September 2, 2015 made

- and entered into by Suranjar in <u>Lastour, of CCL Back Jamies</u> Suranjar, has against the mortgage security *inter also* of the said momenty logether with the suretures standing thereon and an exclusive charge by way of a registered mortgage of the scheduled repetivables has borrowed a sum of Rs. 280,000 errores from ICICI Bank Limited. The said Indenture of Mortgage is registered in the office of the Sub-Registrar of Assurances. Andneri No. 2, Mumbai Suburban District under Seria, No. BDR4/7085/0015 on September 23, 2015;
- D Dy and under an Order dated September 22, 2016 of the Hon'ble High Churt of Lucitature at Bombay made in Company Scheme Petition No.290 of 2016 connected with Company Summans for Direction No.341 of 2016, the Honble Court was pleased to order and direct that No.341 of 2016, the Honble Court was pleased to order and direct that No.341 of 2016, the Honble Court was pleased to order and direct that No.341 of 2016, the Honble Court was pleased to order and direct that No.341 of 2016, the Honble Court was pleased to order and direct that No.341 of 2016, the Honble Court was pleased to order and direct that No.341 of 2016, the Court and Developers Pvi. Ltd. (The Transferr Chempany), be amaigumated with Keystone Realtors Private Limited and was pleased to grant sanction of the Hon'ble Court under Sections 141 to 394 of the Companies Act. 1956 to the Scheme M Nualgamation of Surarjan Holding & Estate Developer VI. Ltd. (The Keystone Realtors Private Limited and their respense Shareholders)

In fight of the aforesaid facts, Krystone Realtors, Private Limited at the * successor in interest of Surthjan Holding And Estate Developer Private Limited and all acts, deeds, matters and things done or caused to be done by Statement, January upon Keystone Realtors Private Limited in terms of the said Order dated Segrement 22, 2016 of the Hon ble High Court of Judicature at Bombay.

In our opinion, subject to what is stated above, Keystone Realtors Private Limited is chilled to develop the said property more particularly described in the Schedule hercurder written under development rights taken from Narli Agripada Cooperative Housing Society Limited and to sell on ownership basis to third parties, premises comprised in the free sale component of the sanctioned Stum Rehabilitation Scheme with respect to the said property with clear and marketable title, free from reasonable doubts and after compliance with the terms and conditions of all permissions obtained by them.

CONTINUATION SHEET

8 - 750					
010278	6	902-			
	20,80				

SCHEDULE

THE SAID PROPERTY ABOVE REFERRED TO :

All that piece or parcel of freehold land bearing CTS. Nos. G-626 admeasuring 11.142.10 square meters, and G-164-Å (Part) admeasuring 2750 square meters together with area admeasuring 292 square meters or ggregating to 14.184.10 square meters or thereabouts of Village Bandra, Taiuka A (dheri, Mumbai Suhurban District and bounded as follows:

On or towards the :

North : 18.30 M. Wide Avenue Road South : 18.30 M. Wide Ramkrishna Mission Road East : 12.19 M. Wide 18th Road West : 18.30 M. Wide Sakharam Patil Road/ Proposed D.P. Road

Mumbai. Date: February ____. 2017

۰,

Partner, S. Mahomedbhai & Co., Advocates & Solicitors



S. MAHOMEDBHAI	. Jeg - ?
(Registered)	ST QT
ADVOCATES & SOLICITORS	027 199 4
TAMARIND HOUSE, FIRST FLOOR, 36, TAMARIND LANE FORT, MUMBAI - 400 001.	20810
INDIA	Теlephone : +91 - 22 - 2265 2778 +91 - 22 - 6634 5053 Е-усл : smcolaw@gmaikcom

1.1

SHAMIMA TALY MUKUL TALY

To,

Suranjan Holdings And Estate Developers Private Limited, 702, Natraj, M.V. Road Junction, Western Express Highway. Andheri (East) Mumbai- 400 069.

Sirs.

Ref: All that piece and parcel of freehold land bearing CTS. Act (2626) admeasuring 11,142.10 square meters, G-164-A (2017) admeasuring 2350 square meters together with additional area admeasuring 2927 square meters aggregating to 14,184.10 square meters or thereas its of Village Bandra, Taluka Andheri, Mumbai Suburban District ("the said property)

We have investigated the title of Suranjan Holdings and Estate Developers Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 702, Natraj, M.V. Road Junction, Western Express Highway, Andheri (East) Mumbai- 400 069, ("the Developer") in respect of the said property more particularly described in the Schedule bereunder written.

Narli Agripada Co-operative Housing Society Limited ("Owners"), a cooperative housing society registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 under Registration No. BOM/HSG/2221 and having its registered office at Narli Agripada, 18th Road, Khar (West), Mumbai 400 052 are the owners of the larger property bearing CTS Nos. G-399A, G-626, G-164A (Part) and G-



CONTINUATION SHEET

164B of Village Bandra, Taluka Andheri in the Mumbai Suburban District and admeasuring 17,879 square meters or thereabouts ("the Larger Land").

By and under the Notification No. DC/ENC/A/38- Narli Agripada dated October 18, 1977, the Deputy Collector (ENC) and Competent Authority ("Competent Authority") appointed under the provisions of the Maharashtra Slum Areas (Improvement, Clear ance and Redevelopment) Act, 1971 ("Slums Act") has declared a portion of the said property bearing CTS No.G-626 and admeasuring 11,142.1 square meters as a "slum area" within the meaning of the provisions of the Slums Act.

By and under an Agreement dated April 5, 1979 made between the Owners on the one hand and one Messrs. Ramko Builders and its partners for the time being on the other hand, the Owners with the sanction of the Competent Authority allowed Messrs. Ramko Builders to develop the Larger Land as a Slum Redevelopment Scheme under the provisions of the Shuras Act.

Messrs. Rainko builders filed Original Suit No.820 of 1983 in the Hon'ble High Court of Judicature at Bonnbay wherein the Owners were Defendant No. 4 along with one exchanged Agerwal and 2 others who were Defendant Nos. 1 to 3 in the aforesaid Suit. On pril 28, 1983 Consent Terms were filed in the aforesaid Suit between the parties and a decree in terms of Consent Terms was passed by the Hon'ble Court. Under the terms of the said Consent Terms dated April 28, 1983, the Owners, at the instance of Messrs. Ramko Builders, out and from the Larger Land granted and demised / leased absolutely an area admeasuring 1,764 square meters carmarked as Plot 'C' on the plan of the Larger Land annexed to the said Consent Terms together with the benefit of 22,859 square feet Floor Space Index built up for a term of 999 years for the annual rent of Re.1/- in favour of the said Roshanlal Agarwal and 2 others with power to sub lease, under lease, assign, transfer, mortgage, deal with, dispose of, alienate or encumber the said Plot 'C' as

marked on the plan of the Larger Land annexed to the said Consent Tems-and-any 308 building or part thereof in such manner as they deem fit. The said portion has been constructed upon and is known as "Narendra Apariments"; Messra. Ramko Builders were unable to carry on or complete the work entrusted to them under the Agreement dated April 5, 1979. For diverse reasons some of which are enumerated in the letters of the Owners dated June 17, 1993 addressed to Messrs. Ramko Builders and dated September 29, 1993 addressed to the Competent Authority and dated October 28, 1993 addressed to Messrs. Ramko Builders (hereinafter collectively referred to as "the letter of termination"), the Owners have terminated the Development Agreement dated April 5, 1979 with Messrs. Ramko Builders. Messrs. Ramko Builders filed Original Side Suit No. 263/1994 ("said Suit") in the Hon'ble High Court of Judicature at Bombay seeking specific performance of the Agreements between the Owners and Illemserves. The Notice of Motion No. 260/1994 filed in the said Suit was furpiesed. The appeal fier against dismissal of Notice of Motion was dismissed as whithayn. The gold Suit in pending. Mesars. Ramko Builders have not been granted any interfectiory addies in the faird Suit;

1110208

CONTINUATION SHEET

A portion of the Larger Land bearing CTS No. G-399A2 administrativing 2,223.20 square meters (not being a part of the said property) is in the occupation of a member of the Owners claiming as an alleged tenant. In addition a third party M/n. Dakaha Enterprises is claiming the said portion as owner under a Conveyance dated September 20, 2006 registered in the office of the Sub Registrar of Assurances at Andheri - 2, under Serial No. BDR/4- 7192/2006 dated September 26, 2006. The name of the Owner's is reflected in the Property Register Card of the said portion of the Larger Land as owners thereof. The disputes are the subject matter of two pending. Writ Petitions (viz. Writ Petition No. 2133 of 2011 and Writ Petition No. 30 of 2012) in the Hon'ble High Court

CONTINUATION SHEET

of Judicature at Bombay arising out of Record of Rights proceedings under the provisions

The Owners herein have entered into a Development Agreement dated August 19, 1995 ("Development Agreement") for the development of the Larger Land in favour of the Developer. The said Development Agreement is registered vide a Deed of Confirmation dated January 28, 2010 ("Confirmation Deed") with the office of the Sub Registrar of Assurances under Serial No. BDR - 15 / 4184 / 2010 on April 17, 2010. The Owners have granted an Irrevocable Power of Attorney dated February 11, 2014 in favour of the Developer. The said Power of Attorney is duly registered with the office of the Sub Registrar of Assurances, Andheri 2 at Mumbai under Serial No. BDR-4/1004/2014 on February 11, 2014.

By and under a Notification No. SRA/DC/Desk-4/Tab-4/Narli Agripada/ 3C/ 2009/1665 dated August 3, 2009, the Chief Executive Officer, Slum Rehabilitation Authority appointed under the provisions of the Slums Act has declared a portion of CTS No.G-164A(part) admeasuring 2,340.30 sq. meters as a "slum rehabilitation area" within the meaning of the provisions of the Slums Act.

The Developer has submitted to the Slum Rehabilitation Authority, Mumbai a slum redevelopment scheme in respect of the said property under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 ("DCR").

By and under a Rectification Deed dated February 01, 2014 ("Rectification Deed") executed by and between the Owners of the One Part and the Developers of the Other Part, the Owners have rectified the mistakes in the particular description of the Larger Land as contained in the said Development Agreement and the said Confirmation Deed. The said Rectification Deed is duly registered in the office of the Sub Registrar of

	*2230° m (
DBHAI & CO.	CONTINUATION SHEET
	09102° 1.917
Assurances Andheri -2 at Mumbai under Se	rial No. BDR4-1003-2014 on February 11
	20819

2014. The Slum Rehabilitation Authority has issued a Letter of Intent and revised Letters of Intent ("LOI"), Intimation of Approvals and Commencement Certificates in favour of the Developer inter alia, permitting the Developer to develop the rehab component as well as the free sale component of the said property more particularly

described in the Schedule hereunder written under the provisions of Regulations 33(10)

and 33(14) D of the DCR.

The development rights and all other right, title and interest with respect to the said property by virtue of the LOI together with the buildings constructed and to be constructed thereon have been secured by issuance of Secured Redeemable Nonconvertible Debentures and a charge has been created over in favour of IDBI Trusteeship Services Limited in its capacity as Debenture Trustee for the building of Debenture Holders, in accordance with terms of Debenture Trust Deed dated 18th February, 2014 executed by the Developer in favour of IDBI Trusteeship Services Limited and registered in the office of the Sub-Registrar of Assurances at Andheri -2, Mumbai under Serial No.BDR4/1194/2014.

By Indenture of Mortgage dated 20th February, 2014 executed by the Developer in favour of ECL Finance Limited and registered in the office of the Sub-Registrar of Assurances at Andheri -2, Mumbai under Serial No.BDR4/1256/2014, the Developer has mortgaged to ECL Finance Limited the development rights and all other right, title and interest with respect to the said property for the loan advanced by ECL Finance Limited to the Developer.

The Developer being duly authorized by the General Body Resolution of the Owners is constructing the rehabilitation component for rehabilitation of the eligible slum

S. MANOMEDRINAL & CO.

CONTINUATION SHEET

dwelland on the said property and is also constructing free sale buildings on the said property with the Intention to sell the same on ownership basis to intending buyers

We have period the variety till documents referred to above in the course of investigation of title of the Develops. We have inspected the Property Register Card with respect to the said projectly preduced by the Developers for our perusal. We have constructed a search in the office of the Sub Registrar of Assurances in respect of the Largor I and in the offices of the Sub Registrat of Assurances at Bandra and Mumbai for the period 1945 to 2002 (58 years). Our Search Clerk found that in the office of the Sub-Registrar of Assurances at Bandia the ladex No. II for the years 1945 to 1054, 1950 to 1964, 1971 to 1973 and 1975 to 1983 are entirely form. Our Search Clerk found that in the office of the Sub Registrar of Assurances at Mambai, the Index No. II for the years (340 10 1000 1000 1000, 1001, 1001 10 1 1017 10 1085 are consider tom We serve countinged a further search in the office of the Sub Registrar of Assurances at Bandra and More than 1000 to 2015 (1-1 years) and also at the new office of the Sub Registrar of Assurances at Andheri, MINI Other from 2002 to 2015 (14 years) where the second Nok are BDR/1 (Manual Books), at the new office of the Sub Registrar of Assurances at Anotheri - 1, MTNI Office from 2002 to 2015 (14 years), at the new office of the Sub Registrar of Assurances at Bandra, Andhen - 2, BDR/4, from 2005 to 2015 (11 years), at the new office of the Sub Registrar of Assurances, Khar, MTNL Office, Andherr - 1, RDR/9 from 2005 to 2015 (11 years) at the new office of the Sub Registrar of Assurances at Andheri - 4, MTNL Office, BDR/15 from 2005 to 2015 (11 years), at the new offlee of the Sub Registrat of Assurances at Andheri - 5, Jogeshwari MTNL Office, RDR/16 from 2013 to 2015 (3 years - computer), at the new office of the Sub Registrat of Assurances at Andheri - 6, Jogeshwan MINE Office, BDR/17 from 2013 to 2015 (1 years - computer books). Our Search Clerk found that in respect of Sub Registrar of

Assurances at Andheri, Office Nos. 1, 2, 3, 4 5 and 6 - BDR/1, 4, 9, 15, 16 and 17, the Register of Computerized Index No. II have not been maintained properly. In cases of Manual Books, the search is taken subject to torn pages.

CONTINUATION SHEET

We have taken a search in the office of the Registrar of Companies, Maharashtra State. Mumbai and no charges other than those referred to herein have been registered in the said office with respect to the Developers.

We have issued Public Notices in English in the daily newspaper "The Free Press Journal" and in Marathi in the daily newspaper "Navshakti" both dated 2nd April, 2015 inviting persons having any claim, right, title or interest whatsoever in respect of the said property or part thereof more particularly described in the Schedule hereof to notify the same to us in writing. We have not received any notice of any such claims etc. The Public Notices and this Certificate is restricted to the said property more particularly described in the Schedule hereunder written.

In our opinion, subject to what is stated above, Suranjan Hotologs And Perate Developers Private Limited is entitled to develop the said property more particularly described in the Schedule hercunder written under development rights taken from Narli Agripada Co-operative Housing Society Limited and to sell on ownership basis to third parties, premises comprised in the free sale component of the sanctioned Slum Rehabilitation Scheme with respect to the said property with clear and marketable title, free from reasonable doubts and after compliance with the terms and conditions of all permissions obtained by them.

SCHEDULE

THE SAID PROPERTY ABOVE REFERRED TO :

All that piece or parcel of freehold land bearing CTS. Nos. G-626 admeasuring 11,142.10 square meters, and G-164-A (Part) admeasuring 2750 square meters together with area

S. MAHOMEDISTAN & CO.

CONTINUATION SHEET

> North 7 18.30 ML Wide Avenue Road South 18.30 ML Wide Ramkrishna Mission Road Lus 12.19 ML Wide 18th Road West 18.30 ML Wide Sakharam Panil Road Proposed D.F. Road

Mumbai. Date: July 23, 2015 S. Mababasitar & Co. Actionals & Solicitors

