

Index-2(सूची - २)



07/04/2018

सूची क्र.2

दुय्यम निबंधक : सह दु. नि. मुंबई शहर 3

दस्ता क्रमांक : 3064/2018

नोंदणी :

Regn:63m

गावाचे नाव : दादर-नायगाव

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	82796882
(3) बाजारभाव (भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नसुद करावे)	55357000

(4) भू-भाषण, पीढहिस्ता व घरकामांक (अनल्यास)

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती : इतर माहिती: सदनिका क्र. 904, क्षेत्र 1982 चौ. पु. फ. रोड, 9 वा मजला, वन आयसीसी विलिंग, जी. सी. आवेकर मार्ग, दादर पूर्व, मुंबई -400014..... सोबत 2 फार फाकिंग स्लेट ((C.T.S. Number : 223, 120, 1/983 ;))

(5) क्षेत्रफळ

1) 1982 चौ. फूट

(6) आकारणी किंवा सुटी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/जिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- दि वॉम्बे डार्इंग अँड सॅन्सुफॅकचरिंग कंपनी लिमिटेड चे व्हाइस प्रेसिडेंट फायनान्स एन राजा वॉम्बे मुम्बई उच्च न्यायालयाचे वॉम्बे नॉट नॉ: ऑफिस, माळा नं: -, इमारतीचे नाव: नेविलो हाउस, वॉम्बे नं: जे. एन. हॅरेडिया मार्ग, वॉल्ड ईस्ट, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400001 पॅन नं:-AAACT2328K

(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:- अमरीश सावला वय:-33; पत्ता:-9/बी, -, ब्रह्मा ज्योती वील्डिंग, चंदावरकर रोड, माहुंगा, मुंबई, -, महाराष्ट्र, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400019 पॅन नं:-AYAPS2788R

2): नाव:- विनेश सावला वय:-63; पत्ता:-9/बी, -, ब्रह्मा ज्योती वील्डिंग, चंदावरकर रोड, माहुंगा, मुंबई, -, महाराष्ट्र, MAHARASHTRA, MUMBAI, Non-Government. पिन



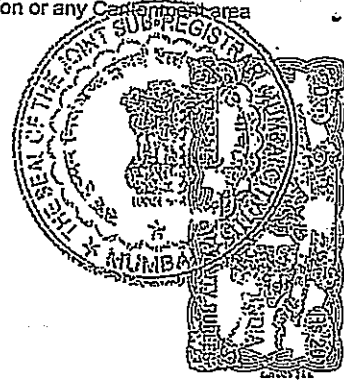
Index-2(सूची - २)

	कोड:-400019 पैन नं:-AAGPS3318F
(9) दत्तप्रेषण करून दिल्याचा दिनांक	05/04/2018
(10)दत्त नोंदणी केल्याचा दिनांक	06/04/2018
(11)अनुक्रमांक,खंड व पृष्ठ	3064/2018
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	4140000
(13)वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)क्षेत्र	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



अली मल

सह मुख्य न्यायाधीश मुंबई
हादर क्र. ३

450/3064

पावती

Original/Duplicate

Friday, April 06, 2018

नोंदणी क्र.: 39म

3:32 PM

Regn.: 39M

पावती क्र.: 3472 दिनांक: 06/04/2018

गावाचे नाव: दादर-नायगाव

दस्तावेजाचा अनुक्रमांक: चवई3-3064-2018

दस्तावेजाचा प्रकार: करातामा

दादर कार्यान्वाचे नाव: अपर्णा सायल

नोंदणी ची
दस्त हप्त्याची फी
पुण्याची संख्या: 149₹. 30000.00
₹. 2980.00**DELIVERED**

फरमा:

₹. 32980.00

आपणात मूळ दस्त, संवत्त रिट, मूवो-२ अंदाजे

3:43 PM चा वेळी मिळेल.

पावती क्रमांक: ₹. 55357000/-

नोंदणी क्रमांक: ₹. 82796682/-

भावेते सुटके सुटका : ₹. 4140000/-

S. S. S.
उप हप्त्याची फी, मुद्रा-3
दादर कार्यान्वाचे नाव: अपर्णा सायल

- 1) देयकाचा प्रकार: eChallan रकम: ₹. 15000/-
नोंदणी/पदादेश/पि ऑर्डर क्रमांक: MH012598755201718M दिनांक: 06/04/2018
वेळेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: ₹. 15000/-
नोंदणी/पदादेश/पि ऑर्डर क्रमांक: MH012598954201718M दिनांक: 06/04/2018
वेळेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: By Cash रकम: ₹. 2980/-

DELIVERED

4/6/2018

:1101

महाराष्ट्र शासन-नोंदणी व
मुल्यांकन

मुद्रांक विभाग

अहवाल सन २०१६

1.दस्तावा प्रकार - २२१२०१ अनुच्छेद क्र - २५-अ

2.सादरकर्त्याचे नाव - डी.म.ए.ए. २२१००१

3.तालुका - मुंबई / अंधेरी / बोरीवली / कुर्णा,

4.गावाचे नाव - ६१६२ १/२२१६

5.नगरभूमापन क्रमांक /सर्व्हे क्र/अंतिम भूखंड क्र - २२२

6.मूल्य दरविभाग (झोन) - १५ उपविभाग - १०२

7.मिळकतीचा प्रकार - खुली जमीन निवासी कार्यालय दुकान औद्योगिक
प्रती चौ मी दर - २१०२००

8.दस्तात नमूद केलेल्या मिळकतीचे क्षेत्र - १२१.०५ कार्पेट/बिल्टअप चौ मीटर/फूट,

9.कारपार्किंग - २ गच्ची - — पोटमाळा - —

10.मजला क्रमांक - १, उदाहन सुविधा - —

11.बांधकाम वर्ष - — घसारा - —

12.बांधकामाचा प्रकार - आरआरसी / इतर पक्के / — पक्के / कच्चे

13.वाजारमूल्यदर तक्त्यातील मार्गदर्शक सूचना क्र - — ज्यान्वये दिलेली घट/वाढ

14.भाडेकरू व्यास मिळकत असल्यास-1.त्याच्या ताब्यातील क्षेत्र (जमीन क्षेत्र)

2.नवीन इमारतीत दिलेले क्षेत्र

3.भाड्याची रक्कम

15.लिफ्ट अँड लायसन्स चा दस्त-1.प्रतिमाह भाडे रक्कम-

निवासी/अनिवासी 2.अनामत रक्कम/आगाऊ भाडे-

3.कालावधी -

16.निधारित केलेले बाजारमूल्य -

₹ 53,53,000/-

₹ ११,९६,८८२/-

17.दस्तामध्ये दर्शविलेला मोबदला-

$२२१.०५ \times २१०२०० + ५\% = ४८१८६०००$

$३१-०६ \times २१०२०० \times ०.२५ + ५\% = १५३८५००$ $+ 10\% = ५,५३,५२,९००$

18.देय मुद्रांक शुल्क - ५१३९३५५ भरलेले मुद्रांक शुल्क - ५१,५०,०००/-

19.देय नोंदणी फी - ३०००/-

रक्कम - ₹		
३०००	७	३०००
२०१६		

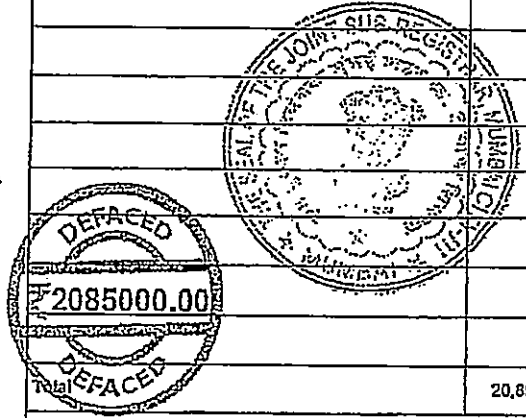
लिपीक

सह मुख्य निबंधक



CHALLAN
MTR Form Number-6

GRN	MH012598954201718M	BARCODE	[Barcode]			Date	28/03/2018-14:57:44	Form ID	25.2		
Department	Inspector General Of Registration				Payer Details						
Stamp Duty	Registration Fee				TAX ID (If Any)						
Type of Payment	Registration Fee				PAN No.(If Applicable)						
Office Name	BBE3_JT SUB REGISTRA MUMBAI CITY 3				Full Name	Dinosh Savla					
Location	MUMBAI				Flat/Block No.	Apartment No. 904, 9th Floor, ONE ICC Building					
Year	2017-2018 One Time				Premises/Building						
Account Head Details			Amount in Rs.		Road/Street	G.D Ambekar Marg, Dadar East					
0030045501	Stamp Duty		2070000.00		Area/Locality	Mumbai					
0030063301	Registration Fee		15900.00		Town/City/District						
					PIN	4	0	0	0	1	4
					Remarks (If Any)	SecondPartyName=The Bombay Dyeing and Manufacturing Co Ltd-					
					Amount In Words	Twenty Lakh Eighty Five Thousand Rupees Only					
Total					20,85,000.00						
Payment Details					FOR USE IN RECEIVING BANK						
STATE BANK OF INDIA					Bank CIN	Ref. No.	00040572018032809918	CPF9971670			
Cheque/DD No.					Bank Date	RBI Date	28/03/2018-00:00:00	31/03/2018			
Name of Bank					Bank-Branch		STATE BANK OF INDIA				
Name of Branch					Scroll No. , Date		289 , 31/03/2018				



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available
 चक्र पत्रक केवल दृश्यम गिरेण फर्वालयत गोदणी फर्वायाच्या रक्कमासाठी लागू आहे. गोदणी न फर्वायाच्या रक्कमासाठी चक्र पत्रक लागू नाही.

Validity unknown
 Digitally signed by D. VIRTUAL TREASURY MUMBAI 01 Date: 2018.04.06 15:32:47 IST Reason: See details

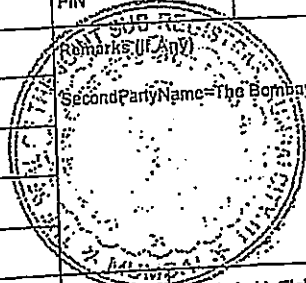
Handwritten signature and date: 30/03/2018

Sr. No.	Defacement No.	Defacement Date	Usrid	Defacement Amount	
1	(IS)-450-3064	0000137632201819	06/04/2018-15:32:44	IGR184	15000.00
2	(IS)-450-3064	0000137632201819	06/04/2018-15:32:44	IGR184	2070000.00
Total Defacement Amount					20,85,000.00



CHALLAN
MTR Form Number-6

GRN	MH012598954201718M	BARCODE	[Barcode]				Date	28/03/2018-14:57:44	Form ID	25.2
Department	Inspector General Of Registrallon					Payer Details				
Type of Payment	Stamp Duty Registration Fee					TAX ID (If Any)				
						PAN No. (If Applicable)				
Office Name	BBE3_JT SUB REGISTRAR MUMBAI CITY 3					Full Name	Dinosh Savla			
Location	MUMBAI						Flat/Block No.	Apartment No. 904, 9th Floor, ONE ICC Building		
Year	2017-2018 One Time					Premises/Building	G.D Ambekar Marg, Dadar East			
Account Head Details			Amount In Rs.		Road/Street	Mumbai				
0030045501	Stamp Duty		2070000.00		Area/Locality	Mumbai				
0030063301	Registration Fee		15000.00		Town/City/District	4 0 0 0 1 4				
					PIN	4 0 0 0 1 4				
					Remarks (If Any)	Second Party Name - The Bombay Dyeing and Manufacturing Co Ltd-				
					Amount In Words	Twenty Lakh Eighty Five Thousand Rupees Only				
Total					20,85,000.00					
Payment Details					FOR USE IN RECEIVING BANK					
STATE BANK OF INDIA					Bank CIN	Ref. No.	00040572018032809918	CPF9971670		
Cheque/DD Details					Bank Date	RBI Date	28/03/2018-14:57:45	Not Verified with RBI		
Cheque/DD No.					Bank-Branch		STATE BANK OF INDIA			
Name of Bank					Scroll No. , Date		Not Verified with Scroll			
Name of Branch										



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 नोट:- चलन फॉर्म केवल दृश्यता निर्दिष्ट कार्यालय में ही मान्यता प्राप्त है। नोटिफिकेशन के बिना अन्यत्र मान्यता प्राप्त नहीं है।

[Handwritten signatures and dates in a box]

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 06 day of April, in the year 2018

BY AND BETWEEN

THE BOMBAY DYEING AND MANUFACTURING COMPANY LIMITED, a company incorporated and registered under the Indian Companies Act, 1866 and having its registered office at Neville House, J.N. Heredia Marg, Ballard Estate, Mumbai - 400 001, India, through its Realty Division known as "Bombay Realty" and having its corporate office at C-1, Wadia International Centre (Bombay Dyeing), Pandurang Budhkar Marg, Worli, Mumbai - 400 025, India, hereinafter referred to as the "DEVELOPER/PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title, administrators and assigns) of the ONE PART;

AND

Mr. Amrish Savla and Mr. Dinesh Savla both all residing at 9/B, Bramha Jyoti Building, Chandavarkar Road, Matunga, Mumbai 400 019 and having a PAN no. AYAPS2788R and AAGPS3318F hereinafter collectively referred as "PURCHASERS", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and permitted assigns) of the OTHER PART;

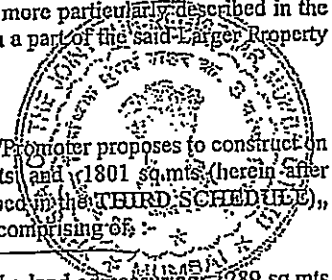
The Developer/Promoter and the Purchaser shall collectively hereinafter be referred to as "the Parties" and individually as "the Party" wherever the context may so require.

WHEREAS :

- OF THE REVENUE DEPARTMENT
SUB-REGISTRAR
MUMBAI
- A. One Bai Jerbai Nowrosjee Wadia was absolutely possessed of the several pieces of land situate at Wadala Village at in the Registration, Sub-District Bombay.
 - B. By an Indenture of Lease dated the 1st day of January, 1910 registered with the Sub Registrar of Assurance at Bombay under Serial No 834 A at pages 315 to 383 of Volume 1740 of Book No. 1 and made between the said Jerbai Nowrosjee Wadia of the one part and the Developer/Promoter of the other part, the said Jerbai Nowrosjee Wadia demised and leased unto the Developer/Promoter all those pieces or parcels of land situated at Naigaum and Sewree more particularly described in the Schedule thereto for the term of 999 years from the date of the said Indenture of Lease at the rent and on the condition therein mentioned.
 - C. By another Indenture of Lease dated the 1st day of February, 1912 registered with the Sub Registrar of Assurances at Bombay under No.944A at pp. 27 to 37 of Volume 1948 of Book No.1 on the 11th day of March, 1912, the said Jerbai Nowrosjee Wadia demised and leased unto the Developer/Promoter all those pieces or parcels of land more particularly described in the Schedule thereto for the term of 997 years less one month from the date of the said Indenture at the rent and on the terms and conditions therein mentioned.
 - D. The said Jerbai Nowrosjee Wadia died at Bombay on or about the 8th day of May, 1926 leaving a Will dated 4th December, 1919 and two Codicils dated 24th September, 1920 and 21st September, 1925 respectively of which probate was granted by the High Court of Judicature at Bombay on or about the 15th day of July, 1926 to Cursetjee Nowrosjee Wadia and Nusserwanjee Nowrosjee Wadia.
 - E. By virtue of the provisions of the said Will, the lands which were subject matter of the Leases dated 1.1.1910 and 1.2.1912 were bequeathed (subject to the aforesaid two Indenture of Lease dated 1st January, 1910 and 1st February, 1912 respectively) unto the said Sir Nusserwanjee Nowrosjee Wadia alias Sir Ness N. Wadia.
 - F. In pursuance of the provisions of the said Will, by an Indenture of Conveyance dated the 27th day of August 1926 registered under No.4681 of Book No.1 on 29th November 1926 with the Sub-Registrar of Assurances at Bombay and made between the said Cursetjee Nowrosjee Wadia and the said Sir Nusserwanjee Nowrosjee Wadia of the one part and the said Sir Nusserwanjee (Ness) Nowrosjee Wadia of the other part, the lands which were subject of the Leases dated 1.1.1910 and 1.2.1912 were conveyed and assured to the said Sir Nusserwanjee (Ness) Nowrosjee Wadia.
 - G. The said Sir Nusserwanjee (Ness) Nowrosjee Wadia died at Bombay on or about the 22nd day of April 1952 leaving a Will dated 5th February 1951 and two Codicils thereto dated 5th July 1951 and 15th March 1952 respectively of which probate was granted by the High Court of Judicature at Bombay on 4th August 1952 to Neville Ness (Nusserwanji) Wadia and one Cecil Neils Caroe reserving the right of the remaining executors namely Leslie Blunt and Henry George Austen De L'Estang Herbert Duckworth to come in and apply for probate of the said Will.

- H. By an Indenture of Conveyance dated the 3rd day of February 1955 registered under No.3619 of 1955 with the Sub-Registrar of Assurances at Bombay and made between the said Neville Ness Wadia in his capacity as sole surviving executor in India of the said Will and Codicils of the one part and the said Neville N. Wadia in his capacity as legatee of the other part, the premises therein specified including the reversionary interests in the lands and premises leased by under leases dated 1st January 1910 and 1st February 1912 were granted and conveyed to the said-Neville Ness Wadia on the covenants as set out therein.
- I. Under an Indenture dated 29th March 1956 registered with the Sub-registrar of Assurance under No. BOM-4592/1956 on 25th July 1956 and made between Neville Ness (Nusserwanji) Wadia of the One part and the Developer/Promoter of the other Part, the said the said Neville Ness (Nusserwanji) Wadia inter-alia granted, released, conveyed and transferred and assured to the Developer/Promoter all that pieces of land and premises situate at Naigaum and Sewree without the Fort of Bombay in the Registration Sub-District of Bombay more particularly described in the Third Schedule there under unto the use of the Developer/Promoter in fee simple forever to the end and intent that the said respective terms of 999 years and 997 years less one month granted under the aforesaid Indenture of Lease dated 1.1.1910 and 1.2.1912 shall forthwith merge and be extinguished in the fee simple reversion and inheritance of the said premises for the consideration and on the covenants as recorded therein.
- J. Under an Agreement dated 9th January 1959 and registered with the Sub-Registrar of Assurances under No. BBJ-2251/1959 on 24th March 1959 and made between Neville Ness Wadia, the Developer/Promoter and the Municipal Corporation of Greater Mumbai and Vishino Laxhimal Gidwani ICS, Municipal Commissioner, the said the said Municipal Corporation of Greater Mumbai inter-alia granted, conveyed to the Developer/Promoter all that pieces of land of the freehold tenure containing by admeasurements 1505. 4 sq. yards or thereabout and registered in the Books of the Collector of Land Revenue under Cadastral Survey No. 983 (part) of Dadar Naigaum Division situate at Naigaum Road in the Registration Sub-District of Bombay more particularly described Firstly in the Fifth Schedule there under written together with all rights of ways, passages, easements and appurtenances for the consideration and on the covenants as recorded therein.
- K. The land bearing Cadastral Survey No, 1/128 admeasuring about 54,083 square yards or thereabouts equivalent to 45220.276 square meters or thereabouts was granted, conveyed and assured by the Trustees of Improvement of the City of Bombay (therein referred to as "the Board") of the One Part unto the Company (therein referred to as the Company") of the Other Part vide an Indenture dated 22nd March 1923 registered with the Sub-Registrar of Bombay on 25th April, 1923 under Book No. 1196, Page No. 387, Volume No. 2981. The said piece of land bearing Cadastral Survey No. 1/128 is adjoining to the land bearing Cadastral Survey No. 223 belonging to the Company.
- L. The land bearing Cadastral Survey No. 120 and admeasuring about 20,030 square yards or thereabouts equivalent to 16747.63 square meters or thereabouts was granted, conveyed and assured by the Municipal Corporation of the City of Bombay (herein referred to as "the Corporation") of the One Part unto the Company (therein referred to as "the Company") of the Other Part vide an Indenture dated 28th May, 1948 registered with the Sub-Registrar of Bombay under Serial No. 3392 of 1948. The said piece of land is adjoining to the land bearing Cadastral Survey No. 1/128 belonging to the Company.
- M. In the said circumstances and in the manner more particularly described in the title report, the Developer/Promoter became the absolute owner and/or holds of the all that piece or parcel of land and ground bearing Cadastral Survey No. 223(pt) of Dadar Naigaon Division admeasuring (as per the property register card) 135129.55 square meters C.S.No. 983 of Dadar Naigaon Division admeasuring 1258.74 square meters CS No. 120 admeasuring 16747.631 and Cadastral Survey No, 1/128 admeasuring about thereabouts equivalent to 45220.276 situated at Spring Mill Compound, G. D. Ambekar Marg, Wadala, Mumbai 400 014 (hereinafter referred to as the "Larger Property") in the Registration Sub District Mumbai City
- The Developer/Promoter by its applications dated 10th April, 2003 and 26th May, 2003 applied to the Government of Maharashtra, Co-operation, Marketing and Textile Department for sanction of the scheme of modernization of the textile activity by utilizing the additional FSI in respect of the Larger Property more particularly described in First Schedule hereunder written for commercial purposes and for textile activity in accordance with the provisions of the Development Control Rules and Regulations of Greater Mumbai, 1991 (hereinafter referred to as "DCR").
- O. The Government of Maharashtra Co-operation, Marketing and Textile Department by its sanction/approval letter dated 10th November, 2003 approved the said application subject to the terms and conditions set out therein and as modified from time to time under section 25-0(1) of the Industrial Dispute Act 1947 seeking permission for closure of the Spring Mills situate at Dadar Naigaum Division situated at G. D. Ambekar Marg, Dadar (East), Mumbai-400014. Subsequently, the Labour Commissioner granted its approval by its Order dated 25th November, 2004.

- P. In these circumstances, the Developer/Promoter became entitled to develop the "Larger Property" more particularly described in First Schedule hereunder and has commenced development on the said Larger Property as part of its mixed use layout project (hereinafter referred to as "the ICC Project"). The development of the ICC Project is being undertaken by the Promoter in a phased manner and consists of/shall consist of residential towers, commercial towers, etc as may be permissible under the Development Control regulation 1991 as may be amended from time to time. The Promoter shall consume maximum potential of the Floor Space Index (FSI) available on the said Larger Property in addition to utilizing any additional FSI which is available or which may become available in present or future, on account of increase in the basic FSI or as may be permissible under the Development Control Regulations, 1991 or which may arise out of FSI becoming available in present or future as a result of an amalgamation of any part or portion of the said Larger Property with any one or more of properties adjoining thereto
- Q. (such amalgamated portions shall be construed to be part of the said Larger Property). The Promoters may also purchase and/or acquire further FSI credit by way of TDR or otherwise (if permissible) and consume the same on such building/as they may deem fit and/or on such portion of the said Larger Property as they may deem fit in their sole discretion and may amend the plans and/or otherwise propose such changes as they may deem fit any time in future on the said Property.
- R. The Developer is entitled to the development of the said Larger Property in a phase-wise manner by constructing building/s in and to sell the apartments in the building/s to be constructed thereon from time to time, subject to the setback areas, land handed over to the competent authorities and the re-development of the Slum and Chawl which are on part of the said Larger Property.
- S. In accordance with the approvals received from MCGM, the Developer/Promoter has constructed a 41 storeyed residential building known as "Springs" being Wing "A", and a car parking facility/building for parking cars (hereinafter referred to as the said "Car Parking Block") being Wing B, (hereinafter referred to as the said "Springs Building") adjacent and interconnected with Wing A, having a separate access for ingress and egress and comprising of 3 levels of Basement, ground floor, first floor and Podium level with the amenities as provided therein on a part of land of the said Larger Property more particularly described in the SECOND SCHEDULE . The Development of the said Springs Building on a part of the said Larger Property is a "Real Estate Phase One Project" on the said Larger Property.
- T. As a part of the further development in a phase wise manner, the Developer/Promoter proposes to construct in portions of the land of the said Larger Property admeasuring 1289 sq.mts and 1801 sq.mts (herein after referred to the said "ICC Project Land" which is more particularly described in the THIRD SCHEDULE), two multi-storied residential tower namely "ONE ICC" and "TWO ICC" comprising of:
- (i) ONE ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1289 sq.mts (being undivided portion of the Larger Property), 3 having basements, 1 still level, 1 podium level (connected to TWO ICC) and 60 slabs of the super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace. The apartments starting from super slab number 55 to 59 (part) are designated as penthouses. and
- (ii) TWO ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1801 sq.mts (being undivided portion of the Larger Property), 3 basements, 1 still level, 1 podium level (connected to ONE ICC) and 68 slabs of super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace.
- which hereinafter referred to as a "Real Estate Phase Two-Project" more particularly described in the FOURTH SCHEDULE.
- U. The Real Estate Phase Two Project will be developed by utilization of the full development potential of the Larger Property and the full FSI thereof (including fungible FSI, free FSI, premium FSI) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter,
- V. The Developer/Promoter at present is in the process of implementing the Real Estate Phase Two Project on the ICC Project Land and has reserved/retained its rights for the future development on the balance portion of the said Larger Property as set out in the Integrated Development Scheme approved by the MCGM. The Developer/Promoter is entitled to amend/modify from time to time the said IDS in accordance with law. All the development on the said Larger Property as set out in Integrated Development Scheme will be undertaken by the Developer/Promoter in phases over a period of time.
- W. The rights retained by the Developer / Promoter under this Agreement in terms of exploitation of the present and future development rights with respect of said Larger Property shall continue to vest with the Developer/Promoter notwithstanding the execution of the Deed of Conveyance in the respect of the said ONE



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ICC and TWO ICC and/or Deemed Conveyance in respect of the said ONE ICC and TWO ICC and/or after the statutory vesting of said ICC Project Land on lease basis in favour of the Association of Apartment Owners (AOAO) and/or Apex Body. Provided however, the said reserved rights of the Developer/Promoter shall form part of such documents with a covenant and undertaking of the AOAO. and/or Apex Body in favour of the Developer/Promoter as the case may be.

- X. The development of the Larger Property more particularly described in First Schedule envisages construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads, pump rooms, meter rooms, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company and recreation grounds, which will be shared in common for all the building(s) constructed on Larger Property more particularly described in First Schedule, and accordingly would be finalized keeping with the plans that would be sanctioned by Municipal Corporation of Greater Mumbai from time to time. In addition to the said ancillary structures, the service lines common to the said Real Estate Project Two and other structures to be constructed on the Larger Property, (as part of the development programme determined by the Developer /Promoter in its sole discretion) may pass through a portion of the ICC Project Land upon which the ONE ICC and TWO ICC are being constructed and other amenities and facilities which are common for the use of the said ONE ICC and TWO ICC and other building/s which may be constructed on the Larger Property may be provided on the portion of the ICC Project Land over which the said ONE ICC and TWO ICC is being constructed
- Y. The Larger Property falls under the control of Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"). By a letter bearing No .EB/605/FS/A dated 07th October 2015, Executive Engineer Building Proposal (City) III the Municipal Corporation of Greater Mumbai (MCGM) inter-alia granted Intimation of Disapproval (IOD) and said IOD is amended from time to time for construction of ONE ICC and TWO ICC on the said ICC Project Land. A copy of the said IOD is attached herewith as ANNEXURE "2".
- Z. By a letter bearing No EEBPC/605/FS/A dated 27th July 2017, Executive Engineer Building Proposal (City) III the MCGM inter-alia granted Commencement Certificate for ONE ICC and TWO ICC respectively and said Commencement Certificate/s (CC) are amended from time to time and said CC are amended from time to time. A copy of the said CC is attached herewith as ANNEXURE "3".
- AA. The Developer/Promoter submitted a proposal for Integrated Development Scheme (IDS) of the said Larger Property with the immovable property bearing CS NO. 4/799, 807 and 809 of Lower Parel Division at Pandrumbudkas Marg, Worli 400 018 to the Asst. Engineer- Building and Proposal-Municipal Corporation of Greater Mumbai. The said Integrated Development Scheme was duly approved on 28th November, 2014 ("Integrated Development Scheme" or "IDS"). A copy of the IDS Layout Plan is annexed and marked as ANNEXURE "4".
- BB. The Promoter has reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the layout of the said Larger Property or any part or portion thereof, as may be deemed necessary by the Developer/Promoter. The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Developer/Promoter, and the Purchaser has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Developer/Promoter on the Larger Property more particularly described in First Schedule may take substantial time, therefore the Developer/Promoter may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Purchaser has no objection to the Developer /Promoter making such amendments.
- CC. The Purchaser is aware and informed that in the event there is change in the layout approvals for the phase-wise development of the said Larger Property, the same may result in the change of the layout of the said Larger Property and the Purchaser/s have confirmed that the amendment to the layout of the said Larger Property at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever and modification/ variation of the sanctioned plans including the building plans as a result thereof, shall be permissible, provided however the same would not affect said Apartment agreed to be purchased by the Purchaser/s herein.
- DD. The requisite approvals and sanctions for the development of the Real Estate Phase Two Project on the ICC Project Land may be amended from time to time as the Developer/Promoter deems fit, in accordance with the law and/or the planning requirements, as per the requirements of the development of the said Larger Property and for the construction/development of ONE ICC and TWO ICC on the ICC Project Land to construct additional floors and/or to make any changes in the plans..
- EE. The Developer has expressly agreed to enter upon this Agreement based on the express confirmation of the Purchaser/s that he has granted consent(s) to what is stated herein in clauses BB and CC and based on the said representation of the Purchaser/s, the Developer/Promoter shall not be required to obtain any further consent, concurrence and/or approval in any manner whatsoever of the Purchaser/s at the time of altering/ amending

/modifying and /or submitting /re-submitting, as the case may be, the sanctioned plans of the Real Estate Two Project and the said layout of the said Larger Property or any part or portion thereof.

FF. The Developer/Promoter, as the owners have the sole and exclusive right to sell the Apartments in the said One ICC and Two ICC to be constructed on the said Real Estate Phase Two and to enter into agreement/s with the purchaser/s of the Apartments in the said Building and to receive the consideration in respect thereof.

GG. The Developer/ Promoter has entered into an agreement with architects, M/s. S.V. Thakker and Associates who are duly registered with the Council of Architects ("the said Architect"). The Developer/Promoter has appointed M/s J+W Engineering Consultancy Services Pvt. Ltd. a Private Limited Company/Firm with duly qualified engineers, for the purpose of preparing structural designs and drawings of the said ONE ICC and TWO ICC.

HH. The Purchaser has visited and inspected the documents of title of the said Larger Property and the documents relating to the Real Estate Phase Two Project.. The Purchaser/s has/ have, prior to execution of this Agreement, made inquiries and is satisfied (i) that the title of the Developer/Promoter to the Larger Property/ Real Estate Phase Two Project is marketable save and except the mortgage in favour of various Banks; (ii) with the entitlement of the Developer to undertake phase -wise development of the said Larger Property (including the Real Estate Phase Two Project); (iii) with the approvals and sanctions obtained by the Developer/Promoter in respect of the said Real Estate Phase Two Project ; (iv) with the nature of rights retained/reserved by the Developer/Promoter under this Agreement.

II. The Purchaser has demanded from the Developer/Promoter and the Developer/Promoter has given to the Purchaser/s full, free and complete information, details of all the documents of title relating to the said Larger Property, the sanctioned plans and the lay out plans, designs and specifications of the said Apartment and the Developer /Promoter has given inspection to the Purchaser of the following:

- (i) all the documents of title relating to the Larger Property and of such other documents as are specified,
- (ii) the Certificate of Title issued by M/s Negandhi Shah and Himayatullah Advocates and Solicitors, certifying the title of the Developer /Promoter to the said Larger Property.
- (iii) approvals and sanctions obtained till date for the development of the said larger Property/Real Estate Phase Two Project, and
- (iv) approved plans for the said ONE ICC and TWO ICC .

JJ. The Purchaser is fully satisfied with the title of the Developer /Promoter in respect of the said Larger Property and the Developer/Promoter's right to allot various premises/Apartment in the said ONE ICC and TWO ICC. The Purchaser/s has entered into this Agreement after seeking necessary legal advice. The Purchaser/s has/have thoroughly investigated and verified the title of the Developer/Promoter to the said Larger Property/Apartment and is/are fully and completely satisfied that the title of the Developer/Promoter to the said Larger Property and that the Developer/Promoter has the right to construct the ONE ICC and TWO ICC on the ICC Project Land which is a part of the said Larger Property. The Purchaser/s hereby undertake(s) not to raise any objections and/or requisitions of whatsoever nature to the title of the Promoter and/or further investigate the title of the Developer/Promoter to the said the said Larger Property and to the said Apartment and the right of the Developer/Promoter to construct the said ONE ICC and TWO ICC and the said Apartment on the ICC Project Land. The Purchaser/s, having perused all the necessary documents, deeds and writings relating to title of the said Larger Property and the sanctions obtained by the Developer in respect of Real Estate Phase Two and after being fully informed and completely satisfied about the same, as also about the status and the proposed amendments to the plans as aforesaid is/are desirous of purchasing from the Developer/Promoter the Apartment for the consideration and on the terms and conditions hereinafter appearing.

KK. The Promoter has registered the Real Estate Phase Two Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 and 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, with the Real Estate Regulatory Authority and the Real Estate Regulatory Authority has granted a Certificate of Registration dated 19th August 2017 bearing No P51900008726 which is annexed and marked as ANNEXURE "4" hereto. Copies of the Property Card evidencing the nature of the title of the Developer/Promoter to the said Larger Property is attached hereto and marked as ANNEXURE "5" and a copy of the Certificate of Title issued by M/s Negandhi Shah & Himayatullah, Advocates and Solicitors, certifying title of the Developer/Promoter in respect of the Larger Property is hereto annexed and marked ANNEXURE "6".

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- LL. As requested by the Purchaser/s, the Promoter/Developer has agreed to sell and the Purchaser/s has/have agreed to purchase the Apartment which is more particularly described in FIFTH SCHEDULE hereunder and the typical floor plan is hereto annexed and marked as ANNEXURE "7", together with the amenities in the Apartment more particularly described in ANNEXURE "8" hereto at or for the lump sum consideration as specified in ANNEXURE "9" hereto and on the terms and conditions hereinafter appearing, on ownership basis, as well as on the terms as specified in ANNEXURE "9" hereto.
- MM. The Promoter allots the Purchaser/s the exclusive use and enjoyment of the car parking space in the basements, (connected with ONE ICC to TWO ICC) in the said ONE ICC and TWO ICC Building being constructed on the said ICC Project Land as specified in ANNEXURE "9" hereto .
- NN. The Developer/Promoter is/are entering into similar separate agreements with the several other persons and parties for the sale of apartments in the said ONE ICC and TWO ICC.
- OO. While sanctioning the said plans MCGM and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/ Promoter while developing the said Larger Property and ONE ICC and TWO ICC and upon due observance and performance of which only the part occupancy certificate and/or full occupancy certificate in respect of ONE ICC and TWO ICC and/or any part of ONE ICC and TWO ICC shall be granted by MCGM.
- PP. The Developer/Promoter has commenced construction of the ONE ICC and TWO ICC in accordance with the plans which are sanctioned prior the execution of this Agreement and shall continue to construct in accordance with the amended plans which are to be approved by MCGM and the Developer/Promoter shall further be entitled to amend the same from time to time and/or to make any changes in the plans.
- QQ. In accordance with the terms and conditions set out in this Agreement including the Annexures hereto and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Apartment and as required under the provisions of section 13 of the said Act, the Developer/Promoter is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 in the manner as set out herein.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION:

Unless defined otherwise herein or contrary to or repugnant to the context hereof, the capitalized terms used herein shall have the same meaning ascribed to the same in the Agreement to Sell.

1.1 "Agreement" shall mean this agreement to sell and shall include any writing, document or agreement, annexures executed in pursuance hereof and schedule attached herewith;

1.2 "Apartment" shall mean the apartment in the ONE ICC and TWO ICC and more particularly described in FIFTH SCHEDULE hereunder written.

1.3 "Association of Apartment Owners" or "AOAO" shall mean the condominium of the said ONE ICC and TWO ICC Building formed by submitting the same to the provisions of the Maharashtra Apartment Ownership Act, 1973 ("MAO") or any other modification thereto.

1.4 "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted deemed to be granted by the competent authorities in connection with the Real Estate Phase Two Project in which the Apartment agreed to purchased by the Purchaser is situate including but not limited to plans, IOD, CC, OC (part)/ OC and/or BCC etc.

1.5 "Building" shall mean residential building known as ONE ICC/TWO being constructed/to be constructed on the part of the Larger Property known as as "ICC Project Land" an more particularly described in Annexure 9 .

1.6 "Buildings" shall mean multi-storeyed buildings having several wings either residential or commercial or retail being or proposed to be constructed on the said Larger Property including the said Building save and except the rehabilitation buildings of slum dwellers and chawl occupants.

1.7 "ONE ICC and TWO ICC Common Areas and Amenities" shall mean the common areas and amenities more particularly described in the SIXTH SCHEDULE.

- 1.8 "CAM Charges" shall mean the common area maintenance payable by the Purchaser inter alia for the maintenance of the Larger Property/ ONE ICC / TWO ICC and Apartment, but shall not include the Property Taxes and Other Charges.
- 1.9 "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment subject to tolerance of +/- 3% on account of structural, design and construction variances.
- 1.10 "Date for Commencement of CAM Charges" means the date on which the Developer/Promoter has offered the possession of the Apartment to the Purchaser.
- 1.11 "Possession Date" shall mean the date as specified in ANNEXURE "9" herein on which the Developer/Promoter shall endeavour to make available to the Purchaser the possession of the Apartment, subject to the terms and conditions provided herein.
- 1.12 "Real Estate Phase Two Project" shall mean the development of two multi-storied residential tower to be named as "ONE ICC" and "TWO ICC" consisting of:

- (iii) ONE ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1289 sq.mts (being undivided portion of the Larger Property), 3 having basements, 1 stilt level, 1 podium level (connected to TWO ICC) and 60 slabs of the super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace. The apartments starting from super slab number 55 to 59 (part) are designated as penthouses. and
- (iv) TWO ICC constructed/to be constructed on a piece and parcel of the land admeasuring 1801 sq.mts (being undivided portion of the Larger Property), 3 basements, 1 stilt level, 1 podium level (connected to ONE ICC) and 68 slabs of super structure inclusive of refuge floors, habitable floors, typical apartments, service floors, fire check floors and roof top terrace.

- 1.13 "Liquidated Damages" shall mean an amount equivalent to 20% of the Total Consideration (excluding any payment towards delayed interest charges) plus GST if any.
- 1.14 "Refund Amount" shall mean the Total Consideration of part thereof paid by the Purchaser hereunder after deducting there from any other amount and dues payable by the Purchaser to the Developer/Promoter under this Agreement and the applicable GST thereon, if any, including delayed payment interest and other pending /applicable charges.
- 1.15 "Other Charges" shall mean the Other Charges payable by the Purchaser more particularly provided in the ANNEXURE "9" hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.
- 1.16 "Shared Common Areas and Amenities" shall mean the common areas and amenities as are shared between the ONE ICC and TWO ICC more particularly described in the SEVENTH SCHEDULE hereto and as indicated by the Developer/Promoter and subject to the terms as stated in this Agreement.
- 1.17 "Transfer" shall mean handing over possession of the said Apartment to a third party, assignment/sale of the rights under this Agreement/rights to the Apartment, sale of Apartment, Booking Application Form, license / lease of Apartment for a period exceeding 5 years (including all renewals/extensions/ options, if any), transfer of shares of a company (if the Purchaser is a company), change of control of the promoters of a Public Limited Company, reconstitution of a Partnership Firm/LLP including but not limited to by adding new partners or resignation of any of the Partners from the firm or dissolving the Firm/LLP or change in the commercial terms of the Firm/LLP.
- 1.18 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Apartment as set out in clause 7.1 below and more particularly set out ANNEXURE "9" hereto.

2. RULES FOR INTERPRETATION

In this Agreement where the context admits:

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

- a) Any statutory modification, consolidation or reenactment (whether before or after the date of this Agreement) for the time being in force;
 - b) All statutory instruments or orders made pursuant to a statutory provision; and
 - c) Any statutory provision of which these statutory provisions are a consolidation, reenactment or modification.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

3. RECITALS:

The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement. The Purchaser/s hereby confirms/s that he/she/it/they has/have fully read and understood the foregoing Recitals and has/have agreed that the Promoter/Developer shall have all the rights in respect of the said Larger Property and the Purchaser/s undertakes and confirms not to object the same. The Purchaser/s also confirm/s, agrees and declares that the consideration agreed to be paid by him/her/it/them to the Developer/Promoter, is in respect of the Apartment hereinafter mentioned and he/she/it has no right or claim and/or will not make any claim on any other portion of the said Larger Property or ICC Project Land.

4. CONSTRUCTION

4.1 The Developer/Promoter shall construct the said ONE ICC and TWO ICC in accordance with the plans sanctioned by MCGM as aforesaid with such the modification and/or amendments pending approval from MCGM and/or any amendment and/or modification of Plans carried out pursuant to the disclosures hereto and/or any amendment and/or modification of Plans, as the Developer/Promoter may incorporate therein from time to time as aforesaid.

4.2 Provided, however that the Developer/Promoter may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Purchaser.

5. TITLE DISCLOSURE :

5.1 The Promoter has clear and marketable title with respect to the said Larger Property and as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the ICC Project Land and also has actual, physical and legal possession of the ICC Project Land for the implementation of the Real Estate Phase Two Project. The Purchaser hereby acknowledges and confirms that prior to the execution of this Agreement, (i) it/she/he has/have thoroughly investigated and verified the title of the Developer/Promoter to the said Larger Property (ii) the Developer/Promoter has made full and complete disclosure of the title to the said Larger Property/ (iii) it/she/he has taken full, free and complete inspection of all the relevant documents, upto it/his/her satisfaction and (iv) in relation to the Larger Property/ Apartment and it has satisfied himself/herself/itself of inter alia the following:

- a) The Developer/Promoter's right to construct the said ONE ICC and TWO ICC Building;

- b) Nature of the Developer/Promoter's right, title and interest to the Larger Property / Apartment;
- c) The encumbrances on the said Larger Property /Apartment;
- d) The drawings, plans and specifications with respect to the said Real Estate Phase Two Project;
- e) The Integrated Development Scheme of the said Larger Property and the proposed/ constructions/ Future Phases within the said Larger Property more particularly described in the Plan which is annexed and marked as Annexure "1" hereto.;
- f) Nature and particulars of fixtures, fittings and amenities in the Real Estate Phase Two Project /Apartment;
- g) All particulars of designs and materials to be used in construction and development of the Real Estate Phase Two Project
- h) The Approvals obtained and yet to be obtained in relation to the Real Estate Phase Two Project
- i) Nature and particulars, sharing and condition with respect to (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities.

5.2 The Purchaser confirms that it is/are fully and completely satisfied with the title of the (i) Developer/Promoter's right, title and interest to the said Larger Property / ICC Project Land, (ii) the status of the Approvals, (iii) status of the present construction of ONE ICC and TWO ICC and (iii) disclosures provided herein.

5.3 The Purchaser/s hereby undertake(s) not to raise any objections and/or requisitions of whatsoever nature to the title of the Developer/Promoter and/or further investigate the title of the Developer/Promoter's right, title and interest to the said Larger Property and the right of the Developer/Promoter to construct and/or to develop Real Estate Phase Two Project and any disclosures provided herein.

5.4 The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the representatives of the Developer/Promoter has provided satisfactory answers/clarifications to all queries raised by him with regards to the Developer/Promoter's right, title and interest to the Larger Property and the right of the Developer/Promoter to construct and/or to develop Real Estate Phase Two Project and any disclosures provided herein. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the said Larger Property and the right of the Developer/Promoter to construct and/or to develop Real Estate Phase Two Project and the implication of the terms and conditions contained in this Agreement.

6. AGREEMENT TO SELL:

6.1 The Purchaser hereby agrees to purchase/acquire subject to the terms and conditions herein from the Developer/Promoter and the Developer/Promoter hereby agrees to sell to the Purchaser, the Apartment more particularly described in FIFTH SCHEDULE hereunder written as shown in the Floor Plan hereto annexed and marked as ANNEXURE "7" together with the Amenities as set out in ANNEXURE "8" at and for an aggregate lump sum consideration of the Total Consideration as set out in ANNEXURE "9" hereto and to be subject to terms and conditions mentioned herein and therein and the Approvals issued/granted and/or to be issued/granted by the Competent Authority/Statutory Authority, under any law of the State or Central Government for the time being in force. The nature, extent and description of the ONE ICC and TWO ICC Common Areas and Amenities are more particularly as out in SIXTH SCHEDULE and the "Shared Common Areas and Amenities" between the ONE ICC and TWO ICC are more particularly described in the SEVENTH SCHEDULE. The Purchaser does hereby confirm that he/she/it has chosen to purchase Apartment in the said ONE ICC and TWO ICC, after exploring the other options of various properties of similar nature, available with the other developers and available in resale in the vicinity and has therefore on its own accord approached the Developer/Promoter for purchase of the said Apartment.

6.2 The Purchaser/s shall have no claim, save and except in respect of the said Apartment agreed to be sold to him/her/them/it. Save and except the Apartment, subject to terms and conditions contained herein, the said Larger Property, including all the open spaces, common access/internal roads, gutters, gardens, recreational areas, clubs and other premises and spaces etc., shall remain the exclusive property of the Developer/Promoter, who shall be entitled to modify, shift, develop and deal with the same in such manner as the Developer/Promoter may deem fit.

6.3 The Purchaser agrees and acknowledges that the Developer/Promoter /s will be entering into separate agreements with several other persons and parties for allotment/sale or giving rights in respect of various Apartments within the ONE ICC and TWO ICC and allot car parking spaces within the said ONE ICC and TWO ICC or as provided herein.

6.4 The Developer/Promoter is constructing multiple basement and podium connecting ONE ICC with TWO ICC which consist of several car parking spaces to be used by the Purchasers of the Apartments of the ONE ICC and TWO ICC. At the request of the Purchaser, the Developer/Promoter hereby allocates to the Purchaser car parking space/s as set out in ANNEXURE "9" hereto. The exact location of the Car Parking Spaces allocated

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to the Purchaser shall be finalized by the Developer/Promoter on or before the Possession Date (hereinafter referred to as "the Said Car Parking Spaces"). The Purchaser is aware that the Developer/Promoter has in the like manner allocated and shall be allocating other car parking space/s in the basement/podiums to several purchasers of the apartment in the ONE ICC and TWO ICC and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby accords his irrevocable and unconditional consent to the Developer/Promoter to allocating the other car parking spaces to the Purchaser/s of the respective Apartments in ONE ICC and TWO ICC. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him for the purpose of the parking of car only, and not otherwise.

6.5 The Purchaser is aware that the Developer/Promoter is constructing multiple basements and podium which consist of several car parking spaces to be used by the purchaser of the Apartments of the ONE ICC and TWO ICC in the common/shared podium and basements attached with the ONE ICC and TWO ICC and such car parking spaces will be shared between the ONE ICC and TWO ICC, at all times and shall be accessed by the Apartment purchasers of the ONE ICC and TWO ICC.

7. TOTAL CONSIDERATION:

7.1 The Purchaser/s confirm(s) and undertake(s) to pay each and every installment of the said Total Consideration on their respective due dates as per the details provided in ANNEXURE "9" and other payments including the Other Charges, Purchasers' proportionate share of rates, taxes, cesses and assessments levied or imposed, including but not limited to GST levied or imposed, or any new head of levy or taxes levied by concerned local or Government Body or authority (imposed now or in future), ("Tax Liabilities") as specified in this Agreement, without any delay or default, time being the essence. The Purchaser/s agree(s) and confirm(s) to pay the said Total Consideration and all such amounts of Tax Liabilities when become due or payable by the Purchaser/s by Account Payee cheque/demand draft/pay order payable to the Developer/Promoter at Mumbai in accordance with the demand raised by the Developer/Promoter s without any delay or demur.

7.2 The Developer/Promoter shall, in respect of the Consideration and any other amount relating to Tax Liabilities remaining unpaid by the Purchasers under the terms and conditions of this Agreement, have a first lien and charge on the said Apartment. This covenant is an essential and integral term and condition of this Agreement and of the title to be created in respect of the said Apartment under this Agreement in favour of the Purchaser/s, that only after the payment of Total Consideration in accordance with ANNEXURE "9", Other Charges as aforesaid, as well as all other amounts relating to Tax Liabilities payable by the Purchaser/s hereof are paid by the Purchaser/s to the Developer/Promoter the Purchaser/s shall be entitled to claim any rights under this Agreement and/or in respect of the said Apartment.

7.3 The said Total Consideration shall be paid in installments to the Developer/Promoter from time to time and in the manner, more particularly described in ANNEXURE "9" hereto, time being of the essence. It is specifically agreed that the Developer/Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:

- (i) Make payment of the installments as stated in ANNEXURE "9" hereto, without any delay or demur for any reason whatsoever, and
- (ii) Observe all the covenants, obligations and restrictions stated in this Agreement, in letter and spirit, and
- (iii) Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.

7.4 The purchaser accords his irrevocable consent that any payment made by the Purchaser to the Developer/Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) Statutory dues, cess, levies, municipal taxes and all direct and indirect taxes (including GST) and the interest, thereon, if any;
- (ii) Interest outstanding as on date towards delayed payment of the consideration and any other charges ;
- (iii) Costs and expenses for enforcement of this Agreement to Sell; and
- (iv) Outstanding dues including Total Consideration and Charges in respect of the Apartment,

7.5 Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Developer/Promoter.

7.6 The Purchaser/s also confirm/s, agree/s and declares that the consideration agreed to be paid by him/her/it/them to the Developer/Promoter, is in respect of the Apartment hereinafter mentioned and he/she/it has no right or claim and/or will not make any claim on any other portion of the said Larger Property and/or ICC Project Land as the case may be.

- 7.7 The Total Consideration payable by the Purchaser is exclusive of all the sums, taxes, levies, deposits, duties, charges, cess, levies, rents, condominium membership charges, CAM charges, legal charges, water charges, Diesel and HVAC Charges, administrative charges, sinking fund, contribution, club charges, club membership fees and any other charges as may be directed by the Developer/Promoter which shall be payable by the Purchaser in respect of and/or in connection with the allotment of the Apartment by the Developer/Promoter.
- 7.8 The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), of any nature whatsoever (present or future), including but not limited to Value Added Tax (VAT), GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable on the Total Consideration, Other Charges and any other applicable charges in respect of the Apartment or otherwise shall be solely and exclusively borne and paid by the Purchaser.
- 7.9 The Purchaser shall be liable to pay Interest at the rate as provided in the said Act and in the Maharashtra Real Estate (Regulations and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules 2017 framed under the said Act (herein after referred to as the said Rules) from the due date of payment till realization by the Developer/Promoter for any delay in payment of booking amount or any installment of the Total Consideration, Other charges (part or in full) and taxes due if any, any other charges, penalties, costs and expenses payable under this Agreement, without prejudice to the other rights and remedies of the Developer/Promoter.
- 7.10 The Purchaser(s) hereby agrees, undertakes and confirms that pending possession and the timely payment of the last installment including the miscellaneous charges, fees and taxes (in present and in future), due if any, no charge shall be created on the said Apartment without the prior written intimation to the Developer/Promoter and despite such charge, the said Apartment shall be under lien in favour of the Developer/Promoter from the Purchasers, till all the outstanding amounts due to the Developer/Promoter are paid in full. Further, post possession of the Apartment, if any amounts, taxes or charges are not paid to the Developer/Promoter, without prejudice to its rights and remedies, the Purchaser shall be liable to pay interest at the rate as provided in the said Rules framed under the said Act and the Developer/Promoter shall have a first right of lien on the Apartment till the amounts, taxes, charges are paid along with interest to the Developer/Promoter.
- 7.11 The Purchaser/s declares and affirms that in case of joint allotment, failure to pay by any purchaser shall be deemed as failure to pay by both and all the Purchaser ~~is~~ shall be treated as one single person/entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.
- 7.12 The Total Consideration is escalation-free subject to the provisions of 7.13 and subject to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/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, which shall only be applicable on subsequent payments and the Purchaser undertakes to pay the same.
- 7.13 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate and occupation certificate (part) as the case may be, is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/-3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within 45 (forty-five) days with annual interest at the rate specified in the Rules framed under the said Act, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer/Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan or at the time of possession. All these monetary adjustments shall be made at the same rate per square meters as agreed herein and as set out in detail in ANNEXURE "9" hereto.

8. CONSTRUCTION AND DEVELOPMENT:

- 8.1 The Developer/Promoter shall construct the said ONE ICC and TWO ICC in accordance with the plans sanctioned by MCGM as aforesaid with such the modification and/or amendments pending approval from MCGM and/or any amendment and/or modification of Plans, as the Developer/Promoter may incorporate therein from time to time in the manner as set out herein.

- 8.2 The Developer/Promoter shall, subject to the terms hereof, construct ONE ICC and TWO ICC in accordance with the approvals and/or plans, designs and specifications and amendments thereto as may be approved by the competent authority or statutory authority from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 8.3 The Purchaser accepts all plans, specifications, layout and planning of the ONE ICC and TWO ICC which are approved and also understands, confirms and agrees that the plans/ designs/ areas are subject to further approvals of authorities and also subject to changes/ variations as per the decision of the project architects and/or the discretion of the Developer/Promoter and/or the Municipal Corporation of Greater Mumbai (MCGM) and/or any governmental agency and/or change in law and further subject to the rules, regulations, terms and conditions as may be laid by the Government and/or concerned authorities from time to time under the scheme of redevelopment of mill land as well as Development Control Regulation, 1991 as amended from time to time and other applicable provisions and/or statute by utilizing the FSI/FAR and/or development potential available in respect of the said Larger Property to the utmost extent for construction more than one buildings/structures.
- 8.4 The Purchaser understands that the location of ONE ICC and TWO ICC and the common areas and amenities as shown in the sales brochures or locational layout for the Building, are provisional. The Amenities set out hereunder in the ANNEXURE "8", designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities and is subject to change as specified by the architects. The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and the recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter.
- 8.5 The Purchaser understands that the Developer/Promoter shall be at liberty and be entitled to amend the lay-out plan/IDS of the Larger Property, for, including but not limited to amalgamation of the said Larger Property with any adjoining plots of land and the Purchaser shall not raise any objection to the same.
- 8.6 The Purchaser understands and undertakes, confirms and agrees that their right will be confined to only the said Apartment allotted in ONE ICC and TWO ICC and shall not be entitled to demand or claim any right, title or interest in additional or incremental FSI in respect of ICC Project Land on which the said ONE ICC and TWO ICC are being constructed and/or the said Larger Property.

8.7 The Developer/Promoter, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Larger Property or transfer to the Larger Property for construction permissible on any other property and lay out such construction accordingly at any time.

8.8 The Developer/Promoter shall be free to construct on the said Larger Property, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said Larger Property and to build underground and overhead tanks, structures for watchman, cabin, toilet, apartments for domestic servants/watchmen, septic tanks, soak pits, satellite cable, television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, through or under or over said Larger Property, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rainwater harvesting arrangement, tube well and other devices etc., belonging to or meant for the said Larger Property which is being developed /to be developed and constructed by the Developer/Promoter on the said Larger Property and such additional structures/facilities shall be shared by the purchasers of ONE ICC and TWO ICC. The Purchaser/s shall not interfere with the said rights of the Developer/Promoter or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever in relation to the above. The Developer/Promoter shall always be entitled and the Purchaser/s hereby expressly authorize(s) it to sign on behalf of the Purchaser/s any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of ONE ICC and TWO ICC or for implementation of its scheme for development of the said Larger Property. The MSEB / Reliance Energy / Tata Power / BEST may require that, a space for a substation be provided to them on the said larger Property and the Developer/Promoter shall be entitled to execute necessary documents in this connection. The Purchaser/s shall not raise any objection or obstruct the putting up and construction of the electric substation and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full cooperation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies.

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9. DEVELOPER TO OBTAIN PART OCCUPATION CERTIFICATE/OCCUPATION CERTIFICATE:

The Developer/ Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or while amending the sanctioned plans thereafter and shall, before handing over possession of the Apartment to the Purchaser obtain from the concerned local authority part Occupancy Certificate or Occupation Certificate in respect of the part of the ONE ICC, TWO ICC as the case may be.

10. FLOOR SPACE INDEX:

10.1 The Developer /Promoter hereby declares that the Floor Space Index required in respect of the said ONE ICC and TWO ICC is 1,22,500 square meters out of which 81533.1 sq. meters is approved and the Developer/Promoter has planned to utilize 40966.9 Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation on the said Larger Property. . The Developer/Promoter has disclosed the Floor Space Index of as proposed to be utilized by them on the ICC Project Land in the said Real Estate Phase Two Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed and/or any increase in FSI shall always belong to Developer/ Promoter only.

10.2 The Developer shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the said Larger Property (including the ICC Project Land), and the entire increased, additional, available, future and extra FSI (whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Developer/Promoter and the Developer/Promoter may propose to utilise the same on the said Larger Property / ICC Project Land in the manner as it deems fit and appropriate; and the Purchaser shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. The Developer/Promoter shall be entitled and be at liberty to amend and vary the sanctioned plans and to carry out such additional construction on the said Larger Property without making any change in to the said Apartment as described in the Schedule hereunder written. It is clarified that the layout including the recreation, park, garden, playground disclosed in the layout along with the building plans in respect of ONE ICC and TWO ICC to the apartment purchasers, shall be amended, modify, varied from time to time by the Developer/ Promoter in accordance with the provisions of the Development Control Regulation including utilization of the full development potential available from time to time in respect thereof. It is further clarified that the Developer /Promoter shall be entitled to further construction of any new building on the said Larger Property/layout at any time after obtaining approval from the local authority in accordance with the building rules or building bye-laws or Development Control Regulations made under any law for the time being in force.

10.3 The Developer/Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that-

- a) the Developer/Promoter will be entitled to and have a right, if they so desire, to amalgamate the said Larger Property with any one or more of the adjoining properties and to utilize the maximum available F.S.I. thereof inter alia on any portion of said Larger Property and also to sub-divide such amalgamated property and to submit or amend the lay-out plans in respect of the said Larger Property as may be permitted by the MCGM and other concerned authorities; if any further or other additional F.S.I. is permitted to be utilized or becomes available for construction on any portion of the said Larger Property, whether by acquisition under the provisions of the DCR or the MCGM or otherwise howsoever, whether prior or subsequent to execution of the any document relating to the transfer of the said ONE ICC and TWO ICC.
- b) The Developer/Promoter and/or its nominee/s or assign/s, alone shall be entitled to utilize the maximum FSI potential on any portion of the said Larger Property and that none of the purchasers of apartment in the said ONE ICC and Two ICC, including the Purchaser/s herein, nor the AOAG and/or Apex Body, as the case may be, as and when formed and registered, will not be entitled to object to the utilization by the Developer/Promoter or its nominee/s or assign/s, for its benefit, such additional FSI or to claim any benefits arising there from.
- c) The Developer/Promoter shall have the absolute, exclusive and full right, authority and unfettered discretion to use, sell, transfer, and / or assign all or any part of such Floor Space Index (FSI), Floor Area Ratio (FAR), originating from or arising out of the said Larger Property or any part/s thereof, to or in favour of any person/s whosoever, for such consideration and on such terms and conditions and provisions as may be desired and deemed fit by the Developer/Promoter in its sole and unfettered discretion and as may be permitted by law.

- d) The development proposed to be contemplated on the said Larger Property is a mixed use development project in a phase wise manner and the Purchasers agree that the Developer/Promoter will convey the lands and/or grant lease in favour of the Apex Body/Federation formed of all the condominiums of the building/s that may be constructed on the Larger Property and the same shall be done only after the completion of the development of the said Larger Property by the Promoter/Developer.

11. POSSESSION:

11.1 The Developer/Promoter may complete ONE ICC and TWO ICC or any part or portion thereof and obtain part occupation certificate / occupation certificate thereof and offer the possession of the Apartment to the Purchaser/s in writing within 7 (seven) days of receiving the part occupancy certificate/ occupants certificate of the Real Estate Phase Two Project. The Purchaser/s hereby give/s their specific and irrevocable consent to take the possession of the said Apartment, if offered by the Developer/Promoter, the Purchaser shall have no right to reject the offer and will not object to the same. Provided further that if the Purchaser/s is offered possession of the said Apartment in such completed part or portion of the said ONE ICC and TWO ICC, the Purchaser/s shall not be entitled to protest, object or obstruct the execution of the balance work of the Real Estate Phase Two Project for any reason whatsoever including on the ground that such work is causing inconvenience, hardship, disturbance or nuisance to the Purchaser/s and other occupants of the said ONE ICC and TWO ICC as they will have to share the common areas like staircases, elevators, lobbies etc., and neither will the Purchaser/s be entitled to claim any damages, compensation and/or any other sums by whatever name called.

11.2 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Developer/Promoter shall endeavor to provide the Apartment to the Purchaser on or before the Possession Date as set out in ANNEXURE "9" hereto read with the Certificate of Registration issued by the Authority under the provisions of the said Act in respect of "Real Estate Phase Two Project". The Developer/Promoter shall be entitled to a grace period of 1 (ONE) year to complete the "Real Estate Phase Two Project".

11.3 The Developer/Promoter shall be entitled for Extension of Registration of "Real Estate Phase Two Project". The Developer/Promoter shall be making available the Apartment for possession and/or completion of said "Real Estate Phase Two Project" beyond the period as specified in Registration Certificate Project and the Purchaser do hereby confirm not to object for such extension of time by the Authority..

11.4 Notwithstanding the provisions hereof, if the Real Estate Phase Two Project is delayed for reasons beyond the control of the Developer/Promoter including on account of the following the Promoter/Developer shall be entitled to reasonable extension of time :-

- (i) Non-availability of steel, cement, other said building material, water or electric supply.
(ii) Labour problems, shortage of water supply or electric power or by reason of any act of God, if non delivery of the Apartment as a result of any notice (including stop work), order of any tribunal/authority/court etc., rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in issuance of NOC's, Licenses, Occupation Certificate etc or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Developer/Promoter.
(iii) Economic Hardship; and
(iv) Delay in receipt of documents and/or Approvals.

11.5 The Developer/Promoter shall abide by the time schedule for completing the Real Estate Phase Two Project in terms of the Registration Certificate of Project issued by the Authority (as amended from time to time) and handing over the Apartment to the Purchaser and the common areas to the association of the AOA after receiving the part occupancy / Occupation certificate in terms and in the manner as set out herein. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in ANNEXURE "9".

11.6 The Purchaser(s) agrees that in case the Developer/Promoter is unable to

- (i) deliver the Apartment for his occupation and use within time specified or
(ii) deliver the Apartment for his occupation and use within extended period as granted by the Authority under the said Act,

11.7 The Purchaser may by giving notice in writing to the Developer/Promoter elect to terminate this Agreement. Provided that such right to terminate, shall be exercised by the Purchaser within a period of 30 days from the

expiry of such communication. In the event, the letter of termination is not received by the Promoter/Developer within the said period of 30 days or is received after the said period of 30 days, the Purchaser shall, without the Promoter/Developer being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall be deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 30 days from the expiry of the aforesaid grace period, the Promoter/Developer shall refund to the Purchaser the Total Consideration amount or part thereof paid by the Purchaser within 6 months from the date of cancellation/termination takes places with simple interest thereon at the rate as provided in the Rules from the date of receipt of the Total Consideration or part thereof till repayment.

- 11.8 Without prejudice to the right of Developer/Promoter to charge interest as provided in the Rules framed under the said Act, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer/ Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Developer/Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer/Promoter within the period of notice then at the end of such notice period, Developer/Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer/Promoter shall refund to the Purchaser, subject to adjustment and recovery of any agreed Liquidated Damages or any other amount which may be payable to Developer / Promoter, within 6 months from the date of cancellation/termination takes places with simple interest thereon at the rate as provided in the Rules from the date of receipt of the Total Consideration or part thereof till repayment.

12. PROCEDURE FOR TAKING POSSESSION :

The Purchaser shall take the Apartment within (15) fifteen days of the Developer/Promoter giving written notice to the Purchaser intimating that the Apartment is ready for possession. In the event the Purchaser fails and /or neglects to take the Apartment within the said period, the Purchaser shall, in addition to the CAM Charges, shall be liable to pay the Developer/Promoter compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Possession Date till such time the Purchaser acquires the Apartment. Notwithstanding the aforesaid, shall be deemed that the Purchaser has taken Apartment from the expiry of the 15th day of the date of the written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Apartment from the expiry of 15 (fifteen) days from the Possession Date. The Purchaser shall be responsible to complete all works required to make the Apartment habitable/usable during the period after the Possession Date.

The Developer/Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be in the manner as set out in ANNEXURE "9" hereto.

13. APARTMENT FOR RESIDENTIAL USE

The Purchaser/s shall not use the said Apartment for any purpose other than private residence. The Purchaser/s shall not use the said Apartment for conducting any form of illegal activities or as guest-house by any name whatsoever or for a social gatherings, recruitment agency, dancing/music classes, coaching classes or any other purposes which may cause nuisance or any form of annoyance to the neighboring apartment holders, and shall make use of the Apartment for residential purposes only and shall use the said car parking facility for parking his own vehicle only. The Purchaser/s shall park his/ hers/its/their vehicle only at the designated place and not elsewhere.

14. DEFECT LIABILITY PERIOD:

Provided that, if within a period of 5 (Five) years from the Possession Date, the Purchaser/s bring(s) to the notice of the Developer/Promoter any defect in the said Apartment then, wherever possible such defects or unauthorised changes, shall be rectified by the Developer/Promoter at its own cost. In case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Developer/Promoter, reasonable compensation for such defect or change. The Developer/Promoter shall be discharged from their liability as aforesaid in the event the Purchaser carries out any structural modifications, alterations and/or if the Purchaser changes the location of kitchen, sink and bathroom in the said Apartment.

15. ORGANIZATION OF APARTMENT HOLDERS :

15.1 Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever, into or over any portion of said Larger Property, ONE ICC and TWO ICC and/or in respect of ICC Project Land or any part thereof, including the said Apartment, save as provided herein. The Developer/Promoter shall take steps to submit the said ONE ICC and TWO ICC to the provisions of the Maharashtra Apartment Ownership Act, 1973 ("MAO") and form a Condominium i.e "AOAO" which shall be known as "ONE and TWO ICC ASSOCIATION OF APARTMENT OWNER" by executing and registering the Deed of Declaration. The Purchaser hereto confirms, undertakes and declares that it shall abide by such declaration..

15.2 The Purchaser is aware that the Developer/Promoter is proposing to form a separate condominium for each of the building/s to be constructed on the said Larger Property. Provided further that all such condominiums/organization which are so formed shall intum become members of an Apex Body/Apex Federation which shall hold the conveyance and /or lease of the said Larger Property solely at the entire discretion of the Developer/Promoter.

16. FACILITY MANAGEMENT COMPANY:

16.1 The Purchaser is aware that the (i) Buildings, (ii) Building Common Areas and Amenities and Shared Common Areas and Amenities shall be managed by a Facility Management Company (FMC) appointed by the Developer/Promoter. The Purchaser along with the other purchasers of the Apartments shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Purchasers of the apartment and/or apartments in the Building/Buildings. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Developer/Promoter and/or FMC, which determination shall be binding on the Purchaser.

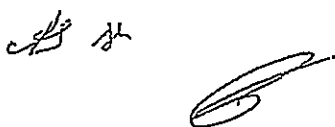
16.2 In addition to the above, the Purchaser is aware that the Promoter /Developer shall alone be entitled to appoint a Facility Management Company (FMC) for the purpose of managing common areas and amenities of the entire ICC Project entirely at their discretion and all amounts incurred in this regards shall be shared by the building/s proportionately. It is clarified that upon the formation of the Apex Body/Federation, the Promoter/ Developer shall take steps to assign the contract to the Apex Body and/or the Apex Body/Federation shall be entitled to manage and administer the said common areas, amenities and facilities of the said Larger Property.

16.3 The Apex Body/Federation as contemplated shall abide by the rules and regulations with respect to manage and administer the said common areas, amenities and facilities of the said Larger Property. The Purchaser hereto agrees and acknowledges that such rules and regulations shall be applicable to all residents / habitants / owners of Buildings on the said Larger Property/ICC Project. The Purchaser hereto irrevocably agrees to abide by all such rules and regulations and shall not challenge any such rules and regulations. All management decisions with respect to change in the FMC, club operator or Building Common Areas and Amenities and Shared Common Areas and Amenities and bye laws formulated by the Developer/Promoter will be with affirmative voting of the members of the Apex Body all present and voting.

16.4 The Purchaser is aware that Apex Body/Federation shall be authorizing and entitled to charge, receive and collect from the respective Purchasers of the apartments (including the Purchaser herein) and/or the Apex Body/Federation contributions, charges, infrastructure and maintenance charges, fees, cost and expenses, as may be required in relation to the development infrastructure, maintenance, management and supervision of the Common areas in the said Larger Property. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.

16.5 The Purchaser along with the other purchasers of the apartments shall be entitled to avail of the services to be provided or arranged by or through the nominee of the Developer/Promoter /FMC at the cost charges that may be fixed by the nominee of the Developer/Promoter /FMC and in accordance with the terms and conditions imposed by the nominee of the Developer/Promoter /FMC. All common costs, charges and expenses that may be claimed by the nominee of the Developer/Promoter /FMC shall be to the account of and borne by the purchasers of the apartments within the Project. These common costs shall be shared by all such purchasers on pro-rata basis determined by the nominee of the Developer/Promoter /FMC, which determination shall be binding on the Purchaser.

16.6 The Purchaser agrees and undertakes to cause the AOAO to be bound by the rules and regulations that may be framed by the nominee of the Developer/Promoter /FMC from time to time.



16.7 The Purchaser agrees and undertakes to cause the AOA/ Apex Body to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the AOA/ Apex Body to adopt such rules and regulations as aforesaid.

16.8 The Purchaser is aware that the Developer/Promoter is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer/Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective service providers/Operator/FMC. The Parties hereto agree that the Developer/Promoter is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective service providers/ Operator/FMC.

17. CLUB:

17.1 Upon making full payment of all amounts due under this Agreement and completion of construction and development of the ONE ICC and TWO ICC, the Purchaser shall be entitled to use the facilities of the "CLUB", which is proposed to be constructed on the podium to be shared between ONE ICC and TWO ICC which forms part of the said Larger Property under the control of the Developer /Promoter. The said shall be used expressly on the terms and conditions of the Development Control Regulations 1991 as may be amended from time to time conditions to be imposed by the Planning Authority in this regard. The Promoter/Developer shall be entitled to grant membership to the apartment-purchasers of ONE ICC /TWO ICC/Buildings. The number of club members permitted to use the Club as provided in ANNEXURE "9".

17.2 For any additional memberships, the same shall be permitted only if they are full-time members of the Apartment and on payment of fees as may be decided by the Developer /Promoter from time to time. Similarly, charges for any guests shall be determined by the Developer /Promoter. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB".

17.3 The Purchaser undertakes to be bound by the terms and conditions imposed by the Planning Authority and the use shall be in accordance with the Development Control Regulation 1991 and rules framed by the FMC/Developer/Promoter and /or the operator and manager of the Club ("Operator") with regard to the access and usage to the Club/s and/or clubs in the Project and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club, shall be personal to the Purchaser of the Apartment in the ONE ICC and TWO ICC and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Apartment in the ONE ICC and TWO ICC is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Apartment.

17.4 The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Apartment is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Developer/Promoter towards non-refundable club membership admission service/user fees the amount as set in ANNEXURE "9" for the period more particularly provided in ANNEXURE "9" are made available to the purchasers of the Apartments in ONE ICC and TWO ICC. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Possession Date, as specified by the Developer/Promoter, along with applicable taxes. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club.

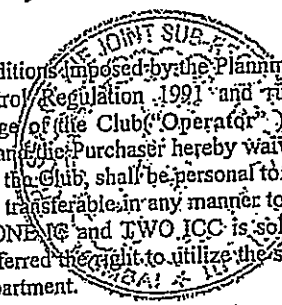
17.5 The Developer/Promoter does not warrant or guarantee for use, performance or otherwise provided by the operator of the Club. The Parties hereto agree that the Developer/Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser

18. EXECUTION OF CONVEYANCE IN RESPECT OF ONE ICC and TWO ICC and CONVEYANCE/LEASE OF THE ENTIRE SAID PROPOERTY IN FAVOUR OF APEX BODY:

18.1 The Purchaser/s is/are aware and acknowledge(s) that the development of the said ONE ICC and TWO ICC is a part of the phase wise development of the said Larger Property and this Agreement is entered into by the Developer/Promoter and the Purchaser/s on the specific understanding and the Purchaser/s hereby agree(s) and irrevocably confirm that the Developer/Promoter is only to take steps and is required to convey and/or grant lease of the said Larger Property in favour of "Apex Body" upon the completion of the entire development of the said Larger Property and utilization of the entire FSI available in respect of the said Larger Property and the entire phase wise development is completed and until the sale of all the Apartments/premises/shops/offices/apartments etc., in the said building/s to be constructed is effected on the said Larger Property, whichever is later. The Purchaser/s hereby agree(s) that they shall not ask for insist upon

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execution of the Indenture of Conveyance and/or Lease in respect of the ICC Project Land until completion of the development of the said Larger Property is completed. The Purchaser is aware that the Developer/Promoter is proposing to form a separate condominium for each of the building/s to be constructed on the said Larger Property. Provided further that all such condominiums/organization shall in turn become members of an Apex Body/Apex Federation which shall hold the conveyance and /or lease of the said Larger Property only after the complete development of the said Larger Property. .

- 18.2 On completion of the entire development of the said Larger Property, the Purchaser hereto agrees and confirms that the land on which ONE ICC and TWO ICC are constructed shall be conveyed and/or lease entirely at the discretion of the Developer/Owner, will be executed only after the entire development of the said Larger Property in favour of the Apex Body / Federation formed of all the condominiums of the building /s that may be constructed on the Larger Property excluding the building/s in which the slum dwellers and chawl occupants are being rehabilitated. All such expenses shall be borne and paid by the AOA and/or Apex Body/Federation as the case may be.
- 18.3 Such conveyance and/or lease entirely at the discretion of the Developer/Owner in respect of the said Larger Property shall be executed after the completion of the entire development of the layout on the said Larger Property subject to the entire consideration and all outstanding dues being paid by each of the apartment purchasers who has purchased an apartment in the said building/s/ which are constructed on the said Larger Property.

- 18.4 If for any reason, any conveyance is executed prior to the completion of the entire development on the said Larger Property, the same shall only be at the costs of the AOA in relation to the structure of the Building i.e ONE ICC and TWO ICC along with the FSI consumed and subject to the right of the Promoter to dispose off any unsold apartments and allocated un-allotted car parking spaces, if any and receipt of the entire consideration amount and outstanding dues from the apartments purchasers. The said Conveyance of the ONE ICC and TWO ICC shall further be subject to the right of the Promoter/Developer to develop and continue to develop the remaining portion of the said Larger Property, with the right to use the internal access road and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance FSI balance TDR, FSI and balance additional FSI relating to the said Larger Property and any future increase in FSI and TDR, FSI and additional FSI in respect of the said Larger Property due to change in the law or the policies of the Government or local authority, The said Conveyance of ONE ICC and TWO ICC shall be subject to the covenant that the RG which is a part of layout at the podium level shall be for the benefit of the layout and therefore notwithstanding the Conveyance of ONE ICC and TWO ICC, the same shall be for the benefit of the lay out user as provided in the Development Control Regulation 1991.


- 18.5 The Purchaser agrees and undertakes that the name of the association of apartment purchasers of ONE ICC and TWO ICC shall always be "ONE and TWO ICC ASSOCIATION OF APARTMENT OWNER" which shall not be changed without the written consent of the Developer/Purchaser. The Purchaser is also aware for various other buildings to be constructed on the said Property, various such AOA's may be formed and the Purchaser agrees and undertakes that the name of the Apex Body/Apex Federation shall not be changed without the written Consent of the Developer/Purchaser. The name of the Apex Body/Federation shall be "BOMBAY REALTY - ISLAND CITY CENTRE FEDERATION"

18.6 The Purchaser agrees and undertakes to abide by the Conveyance/Lease which is to be executed in the manner as provided hereinabove and the Purchaser waives all his/her/their rights in this regard

19. **EXCLUSIVITY:**

The Promoter has informed the Purchaser and the Purchaser is aware that the certain amenities shall be constructed specifically for the users of apartments located starting from super slab number 55 to 59(part), including an exclusive lift and the entrance lobby ("Penthouses"). A list of the exclusive/ amenities to be provided to the Penthouses are more particularly set out in ANNEXURE "10". One of the exclusive amenities to be provided to the penthouse shall be an exclusive lift, entrance lobby, with exclusive car parks adjoining to the said entrance lobby, which shall be used exclusively by the purchasers / occupant of the said Penthouses shall be liable to maintain the said Lift entire at their costs. The Purchaser agrees and confirms that the exclusive / restricted amenities shall at all times belong to the owners of the apartments designated as Penthouses and they shall not be entitled to object to the same. The Parties agree that the exclusive / restricted amenities to be allotted to the penthouse shall be set out in the Deed of Declaration/bye-laws of the AOA and the Purchaser, its/her/his/their heirs, executors, successors in title, assigns shall be bound by the same. The Purchaser agrees and confirms that the same shall be incorporated in the aforesaid Conveyance of the structure of ONE ICC and TWO ICC which is to be executed in the manner as provided hereinabove and the Purchaser waives all his/her/their rights in this regard.

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20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

- 20.1 The Developer/Promoter hereby represents and warrants to the Purchaser as follows:
- 20.1.1 The Developer/Promoter has clear and marketable title with respect to the ICC Project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the ICC Project Land and also has actual, physical and legal possession of the ICC Project Land for the implementation of the Real Estate Phase Two Project;
- 20.1.2 The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Phase Two Project as set out hereinabove and shall obtain requisite approvals from time to time to complete the development of Real Estate Phase Two Project;
- 20.1.3 All relevant encumbrances and litigations have been disclosed in the title report and the RERA application form submitted uploaded online on the website of the RERA Authority;
- 20.1.4 All approvals, licenses and permits issued by the competent authorities with respect to the ONE ICC and TWO ICC 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 ONE ICC and TWO ICC, shall be obtained by following due process of law and the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the ONE ICC and TWO ICC and common areas;
- 20.1.5 The Developer/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 created herein, may prejudicially be affected;
- 20.1.6 The Developer/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 said ICC Project Land, including the said Apartment which will, in any manner, ~~infringe the rights of~~ affect the rights of Purchaser under this Agreement;
- 20.1.7 The Developer/Promoter confirms that the Developer/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the purchaser in the manner contemplated in this Agreement;
- 20.1.8 At the time of execution of the conveyance deed of the structure to the AOAO as set out herein, the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the ONE ICC and TWO ICC and other structure to the AOAO;
- 20.1.9 The Developer/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Phase Two Project to the competent Authorities, as and when due ;
- 20.1.10 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 ICC Project Land) has been received or served upon the Developer/ Promoter in respect of the ICC Project land and/or the said Real Estate Phase Two Project except those disclosed in the title report.

21. RIGHTS OF THE DEVELOPER/PROMOTER:

- 21.1 The Developer/Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that and the Total Consideration and other charges provided herein and ANNEXURE "g" have been arrived at after taking into consideration the following:-
- 21.1.1 The Purchaser/s is/are aware that the said Larger Property shall be developed in a phased manner by the Developer/Promoter by use of the maximum FSI potential or any part thereof in respect of the said Larger Property and/or which may be available at present or in future including by way of amendment of rules, regulations, byelaws and statute governing FSI or TDR etc. and in the event of the said additional construction being undertaken after the Purchaser/s has/have taken possession of the said Apartment, the same is therefore bound to cause inconvenience/nuisance/ irritation to the Purchaser/s. The Purchaser/s has/have entered into this Agreement with full knowledge with the aforesaid facts. The Purchasers shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other

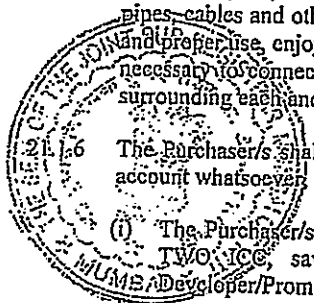
authorities, to issue stop work, and/or withdraw and/or suspend and/or cancel any order passed and/or approved plans so as to prevent the Developer/Promoter, or any of their nominees or transferees from developing and/or to carry out construction, on the said Larger Property and/or on adjoining properties. Various terms and conditions of this Agreement, shall always be read subject to the terms and conditions mentioned in the aforesaid paragraphs.

21.1.2 The Developer/ Promoter will be entitled to and have a right, if they so desire, to amalgamate the said Larger Property with any one or more of the adjoining properties and to utilise the maximum available F.S.I. thereof inter alia on any portion of said Larger Property and also to subdivide such amalgamated said Larger Property and to submit or amend the layout plans in respect of the said Larger Property, and/or ONE ICC and TWO ICC plans as may be permitted by the MCGM and other concerned authorities;

21.1.3 If any further or other additional F.S.I. is permitted to be utilized or becomes available for construction on any portion of the said Larger Property, whether by acquisition under the provisions of the DCR or the MCGM or otherwise howsoever, whether prior or subsequent to execution of the lease/ conveyance, assignment or transfer of the said ONE ICC /TWO ICC , the Developer/Promoter and/or its nominee/s or assign/s, alone shall be entitled to utilize the maximum FSI potential on any portion of said Larger Property and that none of the acquirers of the apartments in the said ONE ICC and TWO ICC, including the Purchaser/s herein, as the case may be, as and when formed and registered, will not be entitled to object to the utilization by the Developer/Promoter or its nominee/s or assigns, for its benefit, such additional FSI or to claim any benefits arising there from.

21.1.4 The Developer/ Promoter shall have the absolute, exclusive and full right, authority and unfettered discretion to use, sell, transfer, and / or assign all or any part of such Floor Space Index (FSI), Floor Area Ratio (FAR), originating from or arising out of said Larger property or any part/s thereof, to or in favour of any person/s whosoever, for such consideration and on such terms and conditions and provisions as may be desired and deemed fit by the Developer/Promoter, in its sole and unfettered discretion and as may be permitted by law.

21.1.5 The Developer/Promoter has reserved to itself the unfettered and uninterrupted right of way and means of access, over and along all the internal/access roads/pathways/and the ramps in the said Larger Property, at all times, by day and night, for all purposes, with or without vehicles, and also to lay and connect drains, pipes, cables and other service lines and amenities (both underground and overhead) necessary for the full and proper use, enjoyment and development of the said Larger Property (and the neighboring lands) and if necessary to connect the drains, pipes, cables, etc., under, over or along the land appurtenant to and/or surrounding each and every building/s and/or structure/s on the said Larger Property;

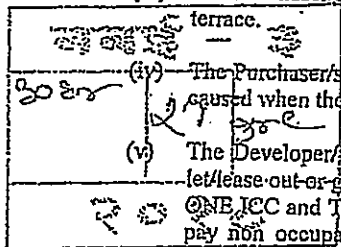


21.1.6 The Purchaser/s shall not make any claim for damage or abatement in the agreed Consideration on any account whatsoever, including:-

(i) The Purchaser/s not being allowed any parking facility in any other area of the said ONE ICC and TWO ICC, save and except the car parking space being allotted to it/him/her by the Developer/Promoter as per the terms of this Agreement

(ii) The Developer/Promoter shall also be entitled to allow the use of the said Larger Property for the purpose of film shooting/photography for commercial purpose, and the revenue derived there from shall belong exclusively to the Developer/Promoter.

(iii) The Purchaser/s shall not have any access or right to use the terrace or any areas associated with the



(iv) The Purchaser/s will have to bear the inconvenience, noise, irritation and nuisance which would be caused when the Developer/Promoter undertakes construction of remaining phases of the Project.

(v) The Developer/Promoter intends to and may retain for itself 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 ONE ICC and TWO ICC and for which letting/lease, the Developer/Promoter shall not be liable to pay non occupancy charges therefore to anybody whomsoever including but not limited to the Condominium /Association.

21.1.7 It is hereby agreed and confirmed by the Purchaser/s that the Developer/Promoter is fully entitled to use and consume the entire FSI in respect of the said Larger Property and/or which may be available at present or in future including by way of amendment to the rules, regulations, byelaws and statute governing the said Larger Property or in lieu of thereof or also FSI which may be acquired/may already been acquired as compensation for any area under setback/reservation in any form, fungible FSI, FSI in lieu of staircase, lobby, and/or otherwise howsoever and/or additional FSI becoming available on account of amalgamation of any adjoining property with the said Larger Property.

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21.1.8 The terms of this Clause are of the essence of this Agreement and the covenants herein shall run with the said Larger Property and /or the said ICC Project Land.

21.1.9 The Purchaser/s is/are further aware that subdivision of the Property underneath the said ONE ICC and TWO ICC from the said Larger Property is not envisaged. The Purchaser/s hereby expressly agree/s not to require or call upon the Developer/Promoter to obtain subdivision in respect of any area from and out of the said Larger Property, including the area pertaining to the foundation of the said ONE ICC and TWO ICC and/or any land surrounding the said ONE ICC and TWO ICC and will not require the Developer/Promoter to subdivide the said Larger Property from the said ONE ICC and TWO ICC including the area pertaining to the foundation of the said ONE ICC and TWO ICC and/or any land surrounding the said ONE ICC and TWO ICC to the AOA to be formed by the Developer/Promoter or the Apartment holders in the said ONE ICC and TWO ICC. This clause of the Agreement is of the essence and this covenant shall run with the Larger Property and be incorporated in the Indenture of Conveyance of ONE ICC and TWO ICC to be executed by the Developer/Promoter in favour of the AOA to be formed of the purchasers of the Apartments/apartments in ONE ICC and TWO ICC. The Purchaser/s hereby expressly agree/s to accept transfer of the title by the Developer/Promoter in respect of the said Apartment in the manner mentioned herein and shall not require the Developer/Promoter to transfer the title in respect of the said Apartment in any other manner.

21.1.10 It is expressly agreed declared and confirmed that the Developer/Promoter alone shall have full right and authority to develop the said Larger Property by use of the entire Floor Space Index (F.S.I.) of the said Larger Property to the maximum potential FSI and similarly the additional FSI which may be obtained by way of TDR and/or under the other provisions of the DCR as aforesaid and shall continue to be under the ownership and control of the Developer/Promoter, who shall be entitled to utilize the same for its benefit alone, in development of the said Larger or in any other manner howsoever permitted by law.

22. OBLIGATIONS OF THE PURCHASER:

A. The Purchaser/s himself/herself/itself/themselves with attention to bind all persons into whose hands the said Apartment may come, doth he hereby covenants with the Developer/Promoter as follows:

- i. TO MAINTAIN** the said Apartment at the Purchaser's costs in good tenable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the ONE ICC and TWO ICC in which the said Apartment is situated, and also in the staircase or any passages which may be against the rules, regulations or byelaws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said Apartment is situated and the said Apartment or any part thereof. The Purchaser/s shall not make alterations, additions and/or improvements to the exterior of the said ONE ICC and TWO ICC or make any changes in the windows/facade, elevations and/or glazing of the said ONE ICC and TWO ICC. The Purchaser/s shall not at any time make any structural alterations to the exterior of the said Apartment or fix or erect sub screens or whether shades on the exterior of the said Apartment or the said ONE ICC and TWO ICC in any manner whatsoever without the consent of the Developer/Promoter/AOA and/or the Local Authority. Name plates and boards shall be placed only in specified areas and shall be of such sizes as may be previously approved in writing by the Developer/Promoter or the AOA as the case may be;
- ii. NOT TO STORE** in the said Apartment or any other part of the said ONE ICC and TWO ICC any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the ONE ICC and TWO ICC including entrances of the said ONE ICC and TWO ICC and in case of any damage is caused to the ONE ICC and TWO ICC or the said Apartment on account of negligence or default of the Purchaser/s or his employees, agents, servants, guests, or invitees, in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. TO CARRY OUT AT HIS COSTS** from the date the said Apartment is notified by the Developer/Promoter as being ready for use and occupation, at his/her/its/their own cost/s, the Said Apartment and to carry out all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which they were delivered by the Developer/Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the said ONE ICC and TWO ICC in which the said Apartment is situated or the said Apartment which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority. 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 concerned Developer/Promoter local authorities and/or other public authorities.

- iv. NOT TO DEMOLISH or cause to be demolished the said Apartment or any part thereof, not at any time make or cause to be made any addition or alteration in the said Apartment /elevation and outside colour scheme of the ONE ICC and TWO ICC and to keep the partitions, sewers, drains and pipes in the said Apartment and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the ONE ICC and TWO ICC and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Apartment without the prior written permission of the Developer/Promoter and/or the AOA. In case on account of any alterations being carried out by the Purchaser/s in the said Apartment (whether such alterations are permitted by the Developer/Promoter, concerned authorities or not) there shall be any damage to the adjoining apartment or to the apartment situated below or above the said Apartment (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages).
- v. TO ABIDE BY all the byelaws, rules and regulations of the government, MCGM, energy suppliers and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such byelaws or rules or regulations and not to enclose the flower beds decks, dry balconies and/or any other elevation features, if provided by the Developer/Promoter and make them a part of room/hall. The elevation features shall continue to remain as elevation features.
- vi. NOT TO THROW dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Larger Property and the said ONE ICC.
- vii. PAY TO to the Developer/Promoter within 15(fifteen) days of demand by the Developer/Promoter its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the ONE ICC and TWO ICC/ ICC Project Land /the said Larger Property. To pay to the Developer/Promoter within 15(fifteen) days of demand by the Developer/Promoter, his share of HVAC and Diesel consumptions charges in the Apartment which will be calculated on a prorata basis. Upon any delay or default in payment of the said amounts under this clause, the Purchaser shall be liable to pay interest thereon as provided in the Rules framed under the said Act.

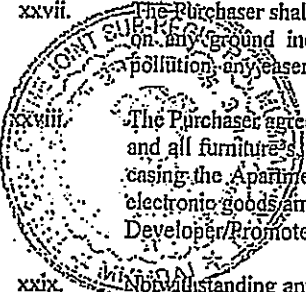
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- viii. TO BEAR and pay from the date of being offered the said Apartment by the Developer/Promoter (whether the possession of the said Apartment is actually taken by the Purchaser/s or not) higher/its/their proportionate share that may be determined by the Developer/Promoter from time to time, of outgoings in respect of the said Larger Property including the insurances, all taxes, water charges, charges for installation, repairs and maintenance of common lights, charges for sweepers, watchmen and security service, sanitation, additions and alterations, paintings, colour, washing, etc. and all other expenses incidental to the management of the said ONE ICC and TWO ICC. In addition to the above the Purchaser shall clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Apartment by the Purchaser viz user for any purposes other than for residential or otherwise. Such payment shall be made by the Purchaser/s on or before the 7th day of each and every calendar month in advance whether demand therefor is made or not, upon any delay or default in payment of the said amounts under this clause, the Purchaser shall be liable to pay interest thereon calculated at interest Default Interest Rate.
- ix. NOT TO LET, sub-let, transfer, assign or part with the Purchaser's interest or benefit with respect to the Apartment till the possession of the Apartment is taken by the Purchaser and all amounts payable by the Purchaser to the Developer/Promoter are paid in full. To safeguard the exclusivity of the Project, any sale/Transfer after this time shall require the prior written consent of the Developer/Promoter and on payment of administrative charges to the Developer/Promoter to ensure that the inherent nature of the Project is not compromised. Any document for sale/Transfer of the Apartment which is entered into without obtaining the written approval of the Developer/Promoter shall be null and void and not binding on the Developer/Promoter.
- x. TO OBSERVE AND PERFORM all the rules and regulations which the AOA in the said ONE ICC and TWO ICC 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 ONE ICC and TWO ICC and the Apartment therein and for the observance and performance of the rules, regulations and byelaws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the AOA regarding the occupation and use of the said Apartment in the said ONE ICC and TWO ICC and shall pay

and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the One ICC and TWO ICC in which Apartment is situated is executed in favour of AOA, the Purchaser shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said ONE ICC and TWO ICC or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance /lease of the said Larger Property on which the said ONE ICC and TWO ICC in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser shall permit the Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the ICC Project Land or any part thereof to view and examine the state and condition thereof.
- xiii. TO REMOVE any obstruction or nuisance that may be caused by the Purchaser/s in the said Apartment / said ONE ICC and TWO ICC /the said Larger Property, the Purchaser, forthwith on being called upon to do so by the Developer/Promoter / AOA and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Developer/Promoter / AOA at the costs and consequences of the concerned Purchaser/s.
- xiv. The open spaces, common entrances, common passages, lobbies, staircases and elevators in the said ONE ICC and TWO ICC shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s shall not use or permit the use of any part of the said ONE ICC and TWO ICC including common passages, lobbies and staircases therein for storage or for use by servants;
- xv. For all or any of the purposes mentioned under this clause, and/or under this Agreement the Developer/Promoter shall have the irrevocable right to ~~keep and/or store any construction materials or any portion of the said ONE ICC and TWO ICC / the said Larger Property~~ and/or to use electricity supply and/or water supply of the said ONE ICC and TWO ICC for the purpose of construction and to do all such further acts, deeds, matters and things as may be necessary. In such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/or indirectly, shall not do any ~~act, deed, matter or a thing~~, whereby the Developer/Promoter /s may be prevented from putting such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.
- xvi. TO GIVE ALL FACILITIES, assistance and cooperation as may be required by the Developer/Promoter / AOA from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/amenity/service line/infrastructure of and/or relating to any of the buildings or Apartments on the Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Developer/Promoter (such as parking vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. The Purchaser/s shall permit the Developer/Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the ~~ONE ICC and TWO ICC /the said Larger Property or any part thereof to view and examine the state and condition thereof.~~ 2022 26 2022
- xvii. NOT TO DO or omit, suffer or permit to be done any act, deed, matter or thing in relation to the said ONE ICC and TWO ICC or any portion/s thereof which may or is likely to ~~in any manner affect, prejudice or jeopardize the development rights held by the Developer/Promoter and/or the E.S.I. layout plans, orders and/or permissions and sanctions pertaining to the said ONE ICC and TWO ICC or pertaining to any other portion/s of the said Larger Property or which may in any manner cause any damage or injury to the rights/interest of the Developer/Promoter and/or the persons who have purchased/hold Apartments, parking spaces and other premises and spaces in the said ONE ICC and TWO ICC /the said Larger Property.~~
- xviii. NOT TO PUT UP or install box grills outside the windows of the said Apartment or in any other manner do any other act which would in the opinion of the Developer/Promoter or AOA, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said ONE ICC and TWO ICC.
- xix. TO MAINTAIN the external elevation/facade of the said ONE ICC and TWO ICC in the same form as constructed by the Developer/Promoter;
- xx. TO INSTALL air conditioner/s only in the space/s provided in the said Apartment for the same, if the Purchaser/s desire/s to install air conditioner/s of a type which or any part, Apartment or component of

which will protrude/project substantially outside the said Apartment, or be required to be affixed / installed outside the said Apartment, the Purchaser/s shall install/affix the same only after obtaining the Developer/Promoter prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may imposed by the Developer/Promoter in respect of the same.

- xxi. ONE ICC and TWO ICC and/or ICC. Project name shall not be changed at any time by the Purchaser or AOAO without the prior written consent of the Developer/Promoter.
- xxii. Not to make any changes to the common area/lobby and structural changes in the ONE ICC/TWO ICC. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Developer/Promoter as amended from time to time.
- xxiii. Not to put any wire, pipe, grill, plant, outside the Apartment and not to dry any clothes and not to put any articles outside the Apartment or the windows of the Apartment or any storage in any area which is visible from the external facade of the ONE ICC.
- xxiv. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that ONE ICC and TWO ICC is under construction. Further, the Purchaser shall also be given the opportunity for inspecting the Apartment prior to taking possession.
- xxv. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Apartments or terraces and the same are retained by the Developer/Promoter as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents elevators to the penthouse, certain plot areas within the Real Estate Phase Two Project. The price of the Apartment has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- xxvi. The Purchaser is aware that the Developer/Promoter has agreed to sell this Apartment to the Purchaser on the premise that the Purchaser shall conduct him/her/itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the ICC Project and/or the Developer/Promoter and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his/her/its obligations under this Agreement.
- xxvii. The Purchaser shall not interfere with or object to any construction of neighbouring buildings, premises etc on any ground including but not limited to obstruction of outside view, light, air, ventilation, noise pollution, any easementary rights or for any other reasons whatsoever.



xxviii. The Purchaser agrees and acknowledges that the sample Apartment constructed by the Developer/Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Apartment and the Developer/Promoter is not liable/required to provide any furniture, items, electronic goods/amenities etc. as displayed in the sample Apartment, other than as expressly agreed by the Developer/Promoter under this Agreement.

xxix. Notwithstanding anything contained herein, the Purchaser is aware that all Booking Amounts payable (Booking Amount-I, Booking Amount -II and Booking Amount -III) duly paid by the Purchaser at that time of application for allotment of the said Apartment, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Developer/Promoter is entitled to forfeit the full or part of the said the Booking Amounts (Booking Amount-I, Booking Amount -II and Booking Amount -III) in terms of this Agreement and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.

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xxx. It is agreed that in the event that the AOAOs (if applicable) has been formed but there is/are Apartment/s in ONE ICC and TWO ICC that are not sold by the Developer/Promoter, till such time that such unsold Apartment/s is/are sold/leased, the property tax for such unsold Apartments shall be payable by the Developer/Promoter as charged by the competent authorities and the common area maintenance charges shall be payable by the Developer/Promoter for such unsold apartments from the date of handover of the said ONE ICC and TWO ICC /AOAO by the Developer/Promoter. It is hereby agreed by the Purchaser (and the Purchaser shall cause the AOAO to agree and ratify) that the Developer/Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold Apartments without any consent/no-objection of any nature whatsoever in this regard from the AOAO and such purchaser of such unsold Apartment/s and the unsold car parking shall be and

shall deemed to be a member of the AOA. The Purchaser hereby agrees that it shall forthwith admit such Apartments purchasers of the Developer/Promoter as their purchasers and/or shareholders and shall forthwith cause AOA to issue necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold Apartment/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the AOA.

- xxxi. The Purchaser hereto agrees and acknowledges that at the time of handover of the AOA, the Developer/Promoter shall earmark certain parking spaces for use by such unsold apartments and the Purchaser hereby agrees and shall cause the AOA to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold apartments.
- xxxii. The Purchaser hereto agrees and acknowledges that the Developer/Promoter shall enter into contracts with third parties to provide various services such as electricity supply, water supply, water/sewage recycling/treatment and supply, gas supply, garbage handling, security services, medical services, etc. (and/or lay related infrastructure thereto) to the residents of the ONE ICC and TWO ICC on the terms and conditions contained therein. The Developer/Promoter reserves the absolute right to conduct all (re)negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents/citizens of the said Larger Property and all residents/purchaser/ federations shall adhere to the same without raising any dispute thereto. The Purchaser has no objection to the above and waives all its/his/her rights to raise any objection.

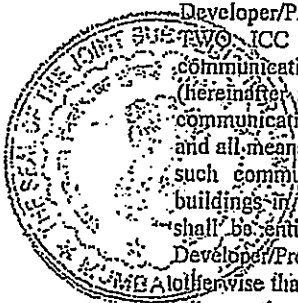
- B. The Purchaser/s is/are aware that the Total Consideration and other charges provided herein and ANNEXURE "9" have been arrived at after taking into consideration the following which shall be binding upon the Purchaser/s and the Purchaser/s agree not to raise and/or challenge the same with any Authority/Tribunal/Court:-

It is expressly agreed and understood by and between the Parties hereto that

- a) The Purchaser/s hereby covenant/s with the Developer/Promoter to pay the said consideration payable by the Purchaser/s under this Agreement as set out herein and to observe and perform the covenants and conditions in this Agreement and to keep the Developer/Promoter fully indemnified against the said payments and observance and performance of the said covenants and conditions, except so far as the same ought to be observed by the Developer/Promoter. The Purchaser/s also agree/s and undertake/s to extend all the cooperation and assistance that may be required by the Developer/Promoter to carry out the construction work on the said Larger Property.
- b) The Purchaser/s shall allow the Developer/Promoter and its surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/its/their Apartment or any part thereof for the purpose of repairing any part of the said ONE ICC and TWO ICC and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said ONE ICC and TWO ICC and also for the purpose of cutting off the supply of water and other services to the Apartments of any other premises, in the said ONE ICC and TWO ICC, in respect whereof the Purchaser/s or user or occupier of such premises, as the case may be shall have committed default in payment of his/her/its/their share of the Local Body property taxes and other outgoings as also in the charges for electricity consumed by them.
- c) In the event of the AOA being formed and registered before the sale and disposal by the Developer/Promoter of all the Apartments in the said ONE ICC, the powers and authority of the same and the purchasers of the Apartments in the said ONE ICC and TWO ICC shall always be subject to the overall authority and control of the Developer/Promoter in respect of any of the matters concerning the said ONE ICC and TWO ICC, as also construction of additional structures and all amenities pertaining to the same and in particular the Developer/Promoter shall have absolute authority and control as regards any unsold apartment/s and the sale thereof. The Developer/Promoter shall have a right to complete the ONE ICC and TWO ICC and to sell and dispose of for its (i.e. Developer's) benefit of all the unsold apartments in the said ONE ICC and TWO ICC.
- d) The Purchaser/s hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire, cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection for the said ONE ICC and TWO ICC /ICC Project Land/Larger Property or for any other purpose in respect of the said ONE ICC and TWO ICC /ICC Project/Larger Property or any other tax or payment of a similar nature is paid to the MCGM or to the State Government or becoming payable by the Developer/Promoter the same shall be reimbursed by the Purchaser/s to the Developer/Promoter in proportion in which the area of the said Apartment agreed to be

acquired by the Purchaser/s and in determining such amount, the decision of the Developer/Promoter shall be conclusive and binding upon the Purchaser/s. The Purchaser/s agree/s to pay to the Developer/Promoter such proportionate share of the Purchaser/s within 15(fifteen) days of demand in that regard being made by the Developer/Promoter.

- e) The documents of transfer and all other documents to be executed in pursuance of this Agreement as also the byelaws/administrative rules and regulations in connection with the formation and/or registration of AOA for transferring the title in favour of the Purchaser/s in respect of the said Apartment shall be prepared by the Developer/Promoter's Advocates and Solicitors and the same will contain such covenants and conditions as the said Advocates and Solicitors shall think reasonable and necessary having regard to the development of the Larger Property and construction (including additional construction) of buildings thereon.
- f) The Purchaser/s agree/s that the Developer/Promoter shall be entitled to receive back the refund of IOD deposits and other deposits paid by them to MCGM and other authorities. In the event of such deposits being refunded to the AOA, the said organization shall be bound to pay over the same to the Developer/Promoter.
- g) Any delay or indulgence by the Developer/Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the Developer/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Developer/Promoter.
- h) The Developer/Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold Apartments in the said ONE ICC and TWO ICC of which the aforesaid Apartment forms part or in respect of apartments in the other building/s and the Purchaser/s shall have no right to object to the same.
- i) The Purchaser shall not transfer, assign, the said Apartment or the benefit of this Agreement and/or shall not create third party rights, unless with prior written consent of the Developer/Promoter subject to payment of all dues, payment and other Tax Liabilities.
- j) The Developer/Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that the Developer/Promoter has retained to itself the exclusive right to use certain portions of the ONE ICC and TWO ICC for erecting and installing cellular telecommunication relay stations, and other communications relaying stations and to erect and install antenna, boosters and other equipments (hereinafter referred to as "said the communication equipment") for facilitating relay of cellular communication, and satellite communications and providing other communications and relays by any and all means and devices; and the Developer/Promoter shall be entitled to make available the benefit of such communication equipments to the Apartment holder/Apartment holders/occupants in other buildings in the project undertaken on Land; and for the purpose aforesaid, the Developer/Promoter shall be entitled to enter into appropriate agreements with such telecommunication agencies. The Developer/Promoter retains to itself in perpetuity the right to appropriate any benefit monetary or otherwise that may be earned upon installation of the said communication equipments on the terrace or other portions of the said ONE ICC and TWO ICC. The AOA shall not be entitled to claim from the Developer/Promoter, any amount in respect of the same or otherwise nor will they be entitled to object to the same.
- k) The Developer/Promoter shall be entitled to exploit the said rights at all times, notwithstanding what is stated elsewhere in this Agreement, at its own cost and expenses, to bring in and install, maintain, operate, repair, paint, alter and / or change the displays and the said communication equipments, as the case may be and carry out steel fabrication, related R.C.C. and other civil and other works and to approach the MCGM, the power/utility provider, any other authority, the state government, the Central Government and other concerned authorities, in its own right, for the purpose of obtaining licenses and other permissions and entitlements, in its own name for exploiting the said rights and shall have full, free and complete right of way and means of access to the display, the communication equipment and the said terraces and shall bear and pay all municipal rates and taxes, license fees, entitlement fees and other payments as may become payable to the MCGM, the State Government, the Central Government and/or other concerned statutory authorities as charges and/or license fees charged for the purpose of exploiting the said rights.
- l) The Purchaser/s and the occupants of the various Apartments in the said ONE ICC and TWO ICC and the AOA shall not change or remove the displays and / or communication equipments so installed under any circumstances and shall give to the Developer/Promoter and the assignees of the said rights, all necessary cooperation for enabling him/her/them/it 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 ONE ICC and TWO ICC for ingress and egress to and from



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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 equipments and that no obstruction or hindrance is caused in the operation thereof. The documents of transfer to be executed, as hereinafter mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser/s expressly consents to the same.

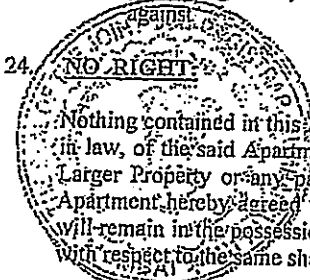
- m) The Purchaser/s and the persons to whom the said Apartment are let, sublet, transferred, assigned or given possession of, shall observe and perform all the applicable rules, regulations and byelaws which the AOA as the case may be may adopt at the time of its registration and the additions, alterations or amendments thereof from time to time, for protection, maintenance, occupation and use of the said Building and the Apartments therein.
- n) The Developer/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 Developer/Promoter, and/or its nominee companies, (hereinafter referred to as the "said Displays") with various devices (including electronic, laser and neon signs) in one or more places on the said ONE ICC and TWO ICC therein including, on open spaces/s, the terraces of the said ONE ICC and TWO ICC and the compound walls and/or any parts of the said ONE ICC and TWO ICC and/or buildings constructed/to be constructed, if they so desire. The Developer/Promoter and/or its group companies will not be liable to make any payment of any nature to the AOA.
- o) It is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said Apartment, the Developer/Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title or interest in respect of the said Larger Property, including the land under the said ONE ICC and TWO ICC, in such manner as the Developer/Promoter may deem fit. The Developer/Promoter shall also be entitled and at liberty to construct additional structure/s like: substitution for electricity, association office, covered and enclosed garages/car parking spaces, underground and overhead tanks, watchman's cabin, toilet Apartments for domestic servants, septic tank and soak pits. The Purchaser/s shall not interfere with the said rights of the Developer/Promoter. All such additional construction/s shall be under the ownership and control of the Developer/Promoter till transferred by them. The Purchaser/s shall not interfere with the rights of Developer/Promoter by raising any disputes in respect of the same. The Developer/Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of building/s for implementation of its scheme for development of the said Larger Property.
- p) The Purchaser/s hereby agree/s and undertake/s to be a part of the AOA as the case may be to be formed in the manner hereinabove mentioned and also from time to time to sign and execute all forms, applications, declarations, correspondence or any other documents as may be necessary for the formation and registration of the AOA as and when formed and for becoming a member thereof, including the rules, regulations, byelaws of the AOA and duly fill in and sign the same in the office of the Developer/Promoter within 15 (fifteen) days of intimation in that regard being given by the Developer/Promoter to the Purchaser/s. On the AOA being registered, the rights of the Purchaser/s in respect of the said Apartment will be recognized and regulated by the provisions of the rules and regulations framed by AOA from time to time, but subject to the terms of this Agreement and the rights of the Developer/Promoter as provided herein.
- q) The Purchaser /s agrees that in case, the Purchaser /s is an NRI or non-resident/Foreign national of Indian origin/foreign nationals/foreign companies, then in that event, the Purchaser /s shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immoveable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Developer/Promoter accepts no responsibility/liability in this regard. The Purchaser shall keep the Developer/Promoter full indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in

the application/allotment of the said Apartment applied for herein in any way and the Developer/Promoter shall be issuing the payment receipts in favour of the Purchaser only.

23. REPRESENTATION AND WARRANTIES :

The Purchaser represents and warrants to the Developer/Promoter that:

- (a) It has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Agreement;
- (b) All conditions and things required as per all laws to be fulfilled or done (including the obtaining of any necessary authorisations from any Government Authority) have been done:
 - (i) in order to enable Purchaser to lawfully enter into and exercise its rights and perform its obligations under this Agreement; and
 - (ii) to make this Agreement admissible as evidence;
- (c) It has the requisite power, licenses, consents, permission, approvals and authorities to execute and deliver this Agreement. All approvals, permits and licenses are valid and subsisting and shall remain valid, subsisting during the term of this Agreement.
- (d) The execution, delivery and consummation of the obligations contemplated hereby and thereby shall not (i) violate any applicable law or legal requirement or other restriction of any governmental authority or any provision of any document entered into by it, or (ii) conflicts with any, document resulting into the breach of, constitute a default under, any contract to which it is a party or is bound with.
- (e) It has the right to enter into and fully comply with, perform and observe all its obligations under this Agreement and such compliance, performance and observation of its obligations shall not violate or conflict with any agreement, contract, arrangement and understanding or any instrument, to which it is a party or by which it is bound.
- (f) It confirms and declares that there is no action, suit, proceeding, claim, arbitration, inquiry, or investigation pending against it, its activities, properties or assets or no proceeding for its winding up have been instituted



Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or the said ONE ICC and TWO ICC or any part/s thereof and/or of the said Larger Property or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold and all open spaces, lobbies, stair-cases, terraces, recreation space etc., will remain in the possession of the Developer/Promoter. All the rights including the right to develop in future with respect to the same shall remain with the Developer/Promoter.

25. COMMON AREAS AND AMENITIES:

25.1 The Developer/Promoter shall make available the Common Areas and Amenities as under

		ONE ICC and TWO ICC Common Areas and Amenities are more particularly described in the SIXTH SCHEDULE; and
308	ii.	Shared Common Areas and Amenities are more particularly described in the SEVENTH SCHEDULE;

25.2 The Purchaser hereto agrees and acknowledges that it shall at all times be required to contribute proportionately towards the cost of maintenance, repairs, renovation and replacement of the common infrastructure /services /facilities/amenities-etc., in the said Larger Property/ICC Project Land/ONE ICC and TWO ICC, including common access/roads, pathways/driveways, entrance gates and other gates, ramps, common staircases, street lights, watchman's cabin, recreation area and other common open spaces, water mains/water supply, common antennae (if any), electric cables and poles, storm water drains, drainage / sewerage lines, common pipes, cables, wires etc., and any other common activities, as are common to the said Larger Property/ ICC Project Land/ ONE ICC and TWO ICC including but not limited to (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities. The Purchaser/s hereto confirms that it shall not interfere with the allocation/sharing of the common area and amenities or obstruct the exercise of such rights by the Developer/Promoter or any third party whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever in relation to the above..

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25.3 The Developer/Promoter has informed the Purchaser/s that there may be common access roads, recreation spaces, passages, electricity and telephone cables, underground pumps, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences provided in the said ICC Project Land including but not limited to (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities. The Developer/Promoter has further informed the Purchaser/s that all the expenses and charges for the aforesaid amenities and conveniences may be common and the Purchaser/s along with other purchasers of apartments in the ONE ICC and TWO ICC and shall share such expenses and charges in respect thereof as also maintenance charges proportionately, as the case may be, as decided by the Developer/Promoter or its nominee at its absolute discretion. Such proportionate amounts shall be payable by each of the purchasers of the apartment in the said Project including the Purchaser/s herein and such proportion shall be determined by the Developer/Promoter and the Purchaser/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto.

25.4 The Purchaser understands that the common areas, amenities and utilities provided in Clause 26.1 and 26.2 shall not be objected to nor shall the Purchaser demand the following from the Developer/Promoter under any circumstances whatsoever:

- a) Object to the Developer/Promoter laying through or under or over the said Larger Property or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other Building/Buildings which are to be developed in the said Larger Property.
- b) Object to sharing of the (i) Building Common Areas and Amenities, and (ii) Shared Common Areas and Amenities, with the other purchasers of the Building/Buildings constructed/to be constructed on the said Larger Property.

26. CAM CHARGES AND OTHER CHARGES:

26.1 The Purchaser shall pay the CAM Charges at the rate as set out in ANNEXURE "9" on or prior to the Possession Date. It is clarified that the CAM Charges mentioned in the ANNEXURE "9", are provisional in nature and are calculated at the base rate of 18 Rs. per square feet in the year 2011. The Purchaser undertakes to pay the CAM Charges on actuals, as and when demanded by the Company, prior to the handing over of the possession of the Apartment to the Purchaser.

26.2 The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Purchaser shall be liable to pay interest at provided in the Rules, for any delayed payment.

26.3 The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates provided by FMC at time of commencement of the construction of the ONE ICC and TWO ICC. The CAM charges shall commence from the Date of Commencement of CAM Charges, irrespective whether the Purchaser takes the possession of the Apartment or not. The said amount is subject to inapartmentsion due to market factors and cost of material/services (currently estimated @ 9% - 11% p.a.). Further, these charges are subject to the revision every 12 months after the Possession Date by approximately 9% - 11% p.a. Provided however, it is clarified that the aforementioned estimated increase is only a provisional calculation and subject to increase based on actuals and the Purchaser shall be liable to pay the CAM charges accordingly.

26.4 The Purchaser undertakes to make payment of the estimated CAM charges for the first 24 months at the time of taking possession of the Apartment.

26.5 The Purchaser/s is aware that till the handover of the said Larger property to the Apex Body/Federation in terms of this Agreement, the Developer/Promoter shall be entitled to charge, receive and collect from the respective Purchaser/s of the apartments (including the Purchaser herein) charges, infrastructure and maintenance charges, fees, cost and expenses, as may be required in relation to the development infrastructure, maintenance, management and supervision of the Common areas in the said Larger Property. The Purchaser/s agrees to pay the amounts as and when demanded by the Developer/Promoter and undertakes not to object the same.

27. PROPERTY TAXES:

27.1 The property tax, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 1st day of each quarter, based on the estimate provided by the Developer/Promoter/FMC. The Purchaser shall be liable to pay simple interest at the rate as provided under the Rules framed hereunder the said Act for any delayed payment. The actual amount paid for the property tax shall be reconciled and paid back / balance paid in the month of March of the said Financial year. For the purposes of this Agreement, the Financial Year is assumed to be from April to March.

[Handwritten signatures]

27.2 The Property tax shall be collected on the basis of applicability from Date of Commencement of CAM Charges (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Developer/Promoter shall pay the amount collected from all the purchasers of the said ONE ICC and TWO ICC directly to the authorities and provide the receipt for the same to the AOA. If there is any shortfall between the amount deposited with the Developer/Promoter by the Purchasers towards 'Property Tax' and the demand raised by the authorities the Developer/Promoter shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same to the Developer/Promoter is paid within 15 (fifteen) days of such intimation. The Developer/Promoter shall not be responsible for any penalty/delay/action on account of such shortfall amount and the same shall entirely be to the account of the Purchasers. In case there is any surplus amount collected vis-à-vis the demand raised by the authorities, the same shall be handed over to the AOA at time of handover of the affairs of the AOA to the Purchasers.

27.3 The Purchaser undertakes to make payment of the estimated property tax for the first 24 (twenty four) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

27.4 Upon any delay or default in payment of the said amounts under this Clause, the Purchaser shall be liable to pay interest thereon calculated at interest as provided in the Rules framed under the said Act.

27.5 The Developer/Promoter shall maintain a separate account in respect of CAM Charges and Property Tax and shall utilize the said amount only for the purposes for which they have been received, provided however at the time of handover of the management of ONE ICC and TWO ICC to AOA and while settling accounts, all amounts lying with the Developer shall be taken in to account for determining amounts due and payable by the Apartment Purchasers to the Developer/Promoter.

27.6 The Purchaser undertakes to pay the Developer/Promoter on or before the Possession Date, the reimbursement charges for the period of start of construction till the Possession Date for the amounts specified in ANNEXURE "9" herein in respect of the said ICC Project Land. The Purchaser is aware that the such reimbursement charges stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Developer/Promoter. Any delayed payment of the reimbursement charges shall carry interest at the rate as specified in the Rules framed hereunder from the due date till the date of realization

28. TAXES AND LEVIES :

28.1 The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present, future or arising due to change in law or legislation), including but not limited to Service Tax and Value Added Tax (VAT), GST, stamp duty, registration charges as are or may be applicable and/or payable on the Total Consideration, Charges in respect of the Apartment or otherwise shall be solely and exclusively borne and paid by the Purchaser.

28.2 The Purchaser/s hereby agree/s that in the event of any amount or additional amount becomes payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection for the ONE ICC and TWO ICC for any other purpose in respect of the said ONE ICC and TWO ICC or any other tax of a similar nature is paid to the MCGM on or to the State/Central Government or becoming payable by the Developer/Promoter, the same shall be paid by the Purchaser/s to the Developer/Promoter in proportion to the area of his apartment. The Purchaser/s agree/s to pay to the Developer/Promoter such proportionate share of the Purchaser/s within 15 (fifteen) days of demand in that regard being made by the Developer/Promoter. The Purchaser/s also agree/s and undertake/s that in the event of any amount becoming payable by way of Tax Liabilities, including but not limited to Service Tax, Value Added Tax (VAT), GST, Work Contract Tax or any form of levy, either to the State Government and/or Central Government the same shall be fully borne and paid by Purchaser/s forthwith.

28.3 Upon any delay or default in payment of the said amounts, the Purchaser shall be liable to pay interest thereon calculated at the rate as specified in the Rules framed under the said Act.

29. INTEREST:

The Purchaser agrees to pay to the Developer/Promoter at the rate as specified in the Rules framed under the said Act, on all the amounts including the Total Consideration or any part thereof, which becomes due and payable by the Purchaser to the Developer/Promoter under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Developer/Promoter, till the date of realization of such payment by the Developer/Promoter. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Developer/Promoter and shall not

constitute a waiver by the Developer/Promoter, unless specifically provided by the Developer/Promoter in writing.

30. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES:

30.1 The Developer/Promoter shall intimate in writing to the Purchasers the installment payable as per the terms of this Agreement, the Purchaser /s shall without any demur or protest, make within 15 (fifteen) days from the date of intimation in writing by the Developer/Promoter, time being of the essence. In the event such payment is not made within the prescribed period of 15 days, then on the expiry of 15 days, the Developer/Promoter shall be entitled to issue a final notice for payment of the outstanding amount ("Final Notice") and if the Purchaser /s does not make payment, within 15 days from the date of issuance of said Final Notice of the outstanding amount together with interest as provided in the Rules framed under the said Act. from the expiry of the 15 days notice till actual realization of the payment, then the Developer/Promoter shall be at liberty to terminate this Agreement and upon termination the Developer/Promoter shall be entitled to forfeit 20% of the total consideration being the pre estimated Liquidated Damages which is reasonable and the same is agreed by the Purchaser. After appropriating the Liquidated Damages the Developer/Promoter may refund the Refund Amount, if any, to the Purchaser(s) in 6 months which from the date of the cancellation/termination takes places.

30.2 In addition to what is stated herein, in the event the Purchaser(s) commits a breach of the terms and conditions contained in this Agreement, the Developer/Promoter shall be entitled to terminate this Agreement/Allotment, after the Developer/Promoter gives to the Purchaser(s) 15 (fifteen) days notice in writing of its intention to do so, notwithstanding any event of consequences of non-payment resulting in an Event of Default, and the Purchaser(s) fails to remedy/rectify such breach.

30.3 On the failure of the Purchaser(s) to rectify such breach within the period of 15 (fifteen) days from the notice in writing, this Agreement shall stand terminated without any further act, deed or thing. The Developer/Promoter shall be entitled to forfeit 20% of the total consideration and interest, if any being the Liquidated Damages, and the refund the Refund Amount, if any, within (six) months from the date of cancellation.

30.4 Upon the date of termination of this Agreement and pending the refund of the Refund Amount:

- (a) the Purchaser/s shall cease to have any right, title or interest in the said Apartment or any part thereof including the exclusive right to use and enjoy the car parking spaces allotted by the Developer/Promoter to the Purchaser/s;
- (b) the Developer/Promoter shall be authorized and entitled to sell the said Apartment and allot the said car parking space/s to such other person or party as the Developer/Promoter may deem fit, at such consideration and on the terms and conditions as the Developer/Promoter may in its absolute discretion deem fit.

30.5 On any cancellation / termination of this Agreement, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Developer/Promoter or against the Apartment. The Purchaser/s hereby irrevocably authorizes the Developer/Promoter to execute and register such necessary deeds documents and writings in respect of and relating to the termination of this Agreement including a Deed of Termination/Deed of Cancellation, without any reference or recourse to the Purchaser/s and for and on behalf of the Purchaser/s

31 DISBURSAL FROM BANKS / FINANCIAL INSTITUTION:

In the event the Purchaser obtains a loan from any bank or Financial institution for payment of the Total Consideration (or part thereof) in respect of the Apartment, the Purchaser shall solely be responsible and liable to ensure that the payment of the Total Consideration (or part thereof), as and when due, is made by the Bank without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursement of such amounts, as and when due, shall constitute a breach of the terms of this Agreement and shall be dealt with in accordance with the terms of this Agreement. The Purchaser hereto agree and acknowledges that any delay or default in transfer of funds from Bank in relation to the Total Consideration (or part thereof) will attract interest as provided in the Rules from its respective due dates till the date of receipt of payment and same shall be payable by the Purchaser, in accordance with the terms of this Agreement.

32 NOT TO MORTGAGE-SECURITIZATION OF TOTAL CONSIDERATION AND CHARGE ON PROPERTY:

- 32.1 After the Developer/Promoter executes this Agreement the Developer/Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment.
- 32.2 The Purchaser hereby accords/grants his irrevocable consent to the Developer/Promoter to securitize the Total Consideration and/or part thereof and the amounts receivable by the Developer/Promoter after the allotment of the Apartment to the Purchaser and to assign to the Banks / Financial Institutions the right to directly receive from the Purchaser the balance consideration / or part thereof hereunder. The Purchaser agrees and undertakes that upon receipt of any such intimation in writing by the Developer/Promoter, the Purchaser shall pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the consideration or part thereof and/or the amounts payable hereunder. The Developer/Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.
- 32.3 The Developer/Promoter specifically reserves the right and the Purchaser accords his consent to offer the said Larger Property, ONE ICC and TWO ICC and any other structures being constructed thereon (save and except the said Apartment) as security to any credit/ financial institution, bank or other person/body who has or may hereafter advance credit, finance or loans to the Developer/Promoter. The Purchaser shall obtain prior written permission of the Developer/Promoter in the event the Purchaser is desirous of availing a home loan facilities from any banks/financial institutions for making the payment of installment of Total Consideration. Further, the Purchaser shall solely be responsible and liable to ensure that the payment of the Total Consideration, as and when due, is made by the bank without any objection or demur. The Purchaser shall be liable for making good to the Developer/Promoter of any such delay or default by banks or financial institutions.
- 32.4 The Purchaser shall indemnify and keep indemnified the Developer/Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Developer/Promoter and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Apartment.

33 INDEMNIFICATION :

The Purchaser hereby indemnifies and keep indemnified the Developer/Promoter, its directors, officers and employees from and against all claims, demands actions, suits, and proceedings, whatsoever that may be brought or made against the Developer/Promoter by or on behalf of any person, body authority whomsoever, and whatsoever and all duties, penalties, levies, taxes, losses, damages costs, charges and expenses and other liabilities of whatsoever nature which the Developer/Promoter may now or hereafter be liable to pay, incur or sustain by virtue of non-observance or breach of any representation and warranties by the Purchaser or any of the terms and conditions of this Agreement. This clause will survive even after possession or the termination of this Agreement.

SEVERABILITY

At any time, any provision of this Agreement is or becomes void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.

35 WAIVER:

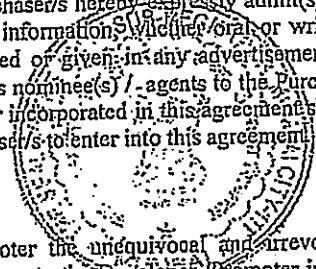
Any delay tolerated or indulgence shown by the Developer/Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Developer/Promoter shall not be construed as waiver on the part of the Developer/Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Developer/Promoter.

36 BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Developer/Promoter does not create a binding obligation on the part of the Developer/Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due 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 Developer/Promoter. If the Purchaser/s fails to execute and deliver to the Developer/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 Developer/Promoter, then the Developer/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 sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s after deducting 20% from the amount paid being the cancellation charge/fee which is reasonable and the same is agreed by the Purchaser. After appropriating the said charge/fee, the Developer/Promoter may refund the balance amount to the Purchaser(s) in 30 days from the date of such intimation as aforesaid.

37 ENTIRE AGREEMENT:

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Developer/Promoter in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Developer/Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties. The Purchaser/s hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, whether oral or written or otherwise given or made or represented, including those contained or given in any advertisement or brochure or publicity materials by the Developer/Promoter and / or its nominee(s) / agents to the Purchaser/s other than such terms, conditions and provisions as are contained or incorporated in this agreement shall be deemed to form part of this agreement or to have induced the Purchaser/s to enter into this agreement.



38 SET OFF:

The Purchaser hereby grants to the Developer /Promoter the unequivocal and irrevocable consent to recover/set off/adjust the amounts payable by the Purchaser to the Developer /Promoter including the Total Consideration, other charges, interest and/or Liquidated Damages from any amounts payable by the Developer/Promoter to the Purchaser, under this Agreement or any other Agreement. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/set off and the claims, if any, of the Purchaser in that regard, shall be deemed to have been waived.

39 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction

40 JOINT PURCHASERS:

That in case there are Joint Purchasers all communications 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 properly served on all the Purchasers.

30/08/2008
30/08/2008
30/08/2008

41 PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASERS:

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 Real Estate Phase Two Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

AS R B

42 MODIFICATION :

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, additions or omission) otherwise than by writing duly signed by both the parties. This Agreement is the sole repository of the terms and conditions governing the sale of the said Apartment to the Purchaser/s and overrides and/or supersedes any other terms and conditions hereto before agreed upon between the Developer/Promoter and the Purchaser/s which may in any manner be inconsistent with what is stated herein and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement. The Purchaser/s hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, where oral or written or otherwise given or made or represented including those contained or given in brochures, advertisements, hoardings, publicity materials and sample apartments shown or provided to the Purchaser/s other than such terms, conditions and provisions as are contained herein or incorporated in this Agreement shall be deemed to form a part of this Agreement and/or to have induced the Purchaser/s to enter into this Agreement and the Purchaser/s confirms that the same are for the purposes of representations only and the Developer/Promoter is not liable or bound by the terms and conditions thereof.

43 STAMP DUTY AND REGISTRATION:

The Purchaser shall be entirely responsible for payment of Stamp Duty, Registration Charges and other costs associated with the Agreement. It shall be the responsibility of the Purchaser to immediately after execution of this Agreement, at his own cost and expenses, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Developer/Promoter the serial number under which the same is lodged so as to enable the representative of the Developer/Promoter to attend the office of the Sub-Registrar of Assurances and admit execution thereof. The Developer/Promoter may extend assistance/cooperation for the registration of this agreement, at the cost and expenses of the Purchaser. However, the Developer/Promoter shall not be responsible or liable for any delay or default in such registration.

44 DISPUTE RESOLUTION AND GOVERNING LAW:

44.1 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 provision 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 endeavor to resolve the same by mutual discussions and Agreement.

44.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under this sub clause, then the dispute shall be referred to the Arbitration of the Sole Arbitrator to be appointed by the Developer/Promoter. Arbitration shall be conducted in Mumbai, India 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 the English language. The venue for arbitration shall be Mumbai.

44.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

44.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

44.5 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.

45 NOTICE:

All letters, circulars, receipts and/or notices issued by the Developer/Promoter dispatched under by courier/Certificate of Posting to the address known to them of the Purchaser/s will be a sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharge to Developer/Promoter. For this purpose, the Purchaser/s address is provided in ANNEXURE "9". All notices to the Developer/Promoter shall be addressed as under:

Address: M/s The Bombay Dyeing and Manufacturing Co. Ltd.,
4th Floor, C1, Wadia International Centre Pandurang Budhkar Marg,
Worli, Mumbai - 400 025

46 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED BY THE
THE BOMBAY DYEING & MANUFACTURING
COMPANY LIMITED
Mr.
(DEVELOPER/PROMOTER/AUTHORISED)
SIGNATORY)

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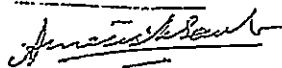
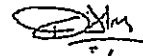


In the presence of
Witness :

- 1. 
- 2. 



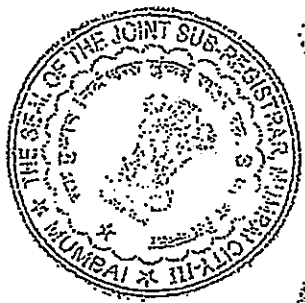
SIGNED AND DELIVERED BY THE
Within named "Purchasers"
1. Mr. Amrishi Savla
2. Mr. Dinesh Savla



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)
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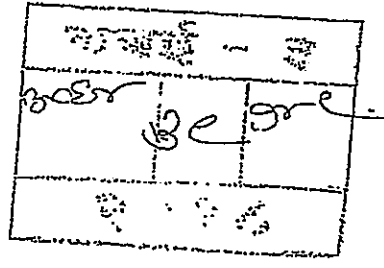
In the presence of
Witness :

- 1. 
- 2. 







Handwritten initials/signature

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Larger Property)

ALL THAT Piece And Parcels of land and ground admeasuring 1,96,319.39 square meters or thereabouts (as per the property cards), bearing Cadastral Survey Nos. 223,120, 1/983 and 1/128 of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

- On or towards the North: Property bearing Cadastral Survey No. 2/223, 236, , 243 and 245;
- On or towards the South : Property bearing Cadastral Survey No. 10/223, , 826, 827, 983, 11/223, 216, 128, partly by Vitthal Mandir Road (Road No. 39) and Partly by Municipal Cemetery;
- On or towards the East : Property bearing Cadastral Survey No. 1/223, 366, 380, 245, 243;
- On or towards the West: Property bearing Cadastral Survey No. 2/223, 236 and 1/120 and Partly by G. D. Ambekar Marg.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the springs)

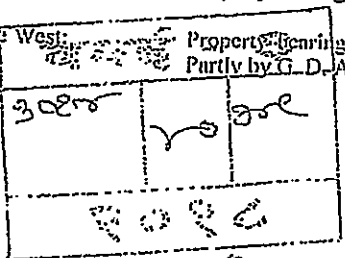
- A. All that multi storey residential building known as "Springs" (as per MCGM approved plan Wing A of Building No.1) comprising of ground to 40th floor and part 41st floor consuming total FSI of 27,377.65 square meters constructed on an area admeasuring 1088 square meters or thereabouts on the larger piece and parcel of the said ICC land more particularly described in the First Schedule hereinabove written, being undivided portion of the Larger Property; And
- B. The Car parking Block (as per the MCGM approved plan Wing B of Building No.1), having attached and interconnected with "Springs" and comprising of three levels of Basement floors, ground floor, one upper floor excluding the podium level being above of the top most upper floor (the Podium level is referred to as Club One in the MCGM approved plan), constructed on area admeasuring 3232.66 square meters or thereabouts on the larger piece and parcel of the said ICC land more particularly described in the First Schedule hereinabove written.



THE THIRD SCHEDULE ABOVE REFERRED TO
ICC PROJECT LAND

ALL THAT Piece And Parcels of land and ground admeasuring 3090 squares (1289 sq.mts and 1801 sq.mts) meters or thereabouts , bearing Cadastral Survey Nos. 223 (being undivided portion of the Larger Property) of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

- On or towards the North: Property bearing Cadastral Survey No. 2/223, 236, , 243 and 245;
- On or towards the South : Property bearing Cadastral Survey No. 10/223, , 826, 827, 983, 11/223, 216, 128, partly by Vitthal Mandir Road (Road No. 39) and Partly by Municipal Cemetery;
- On or towards the East : Property bearing Cadastral Survey No. 1/223, 366, 380, 245, 243;
- On or towards the West: Property bearing Cadastral Survey No. 2/223, 236 and 1/120 and Partly by G. D. Ambekar Marg.



[Handwritten signatures]

THE FOURTH SCHEDULE ABOVE REFERRED TO

REAL ESTATE PHASE TWO PROJECT

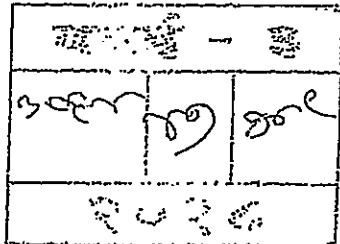
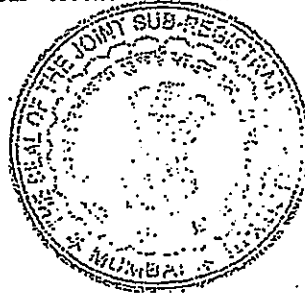
The construction and development of two multi-storied residential tower to be named as "ONE ICC" on 1289 sq.mts and "TWO ICC" on 1801 sq.mts, on Cadastral Survey Nos. 223 of Dadar Naigaum Division, G.D. Ambekar Marg, Dadar (East), Mumbai-400 014, and situate in the Registration Sub-District and District Mumbai City, and bounded as follows:

- On or towards the North: Property bearing Cadastral Survey No. 243 and 245;
- On or towards the South : Property bearing Cadastral Survey No. 223 (pt) partly by Vitthal Mandir Road
- On or towards the East : Property bearing Cadastral Survey No. 223.
- On or towards the West: G. D. Ambekar Marg, Cadastral Survey No. 236 and 1012

THE FIFTH SCHEDULE ABOVE REFERRED TO

APARTMENT DETAILS

The said Apartments bearing No. 904 on the 9th Floor of the said Building known as ONE ICC being situated at Island City Center (ICC) G.D Ambekar Marg, Dadar (E), Mumbai - 400014 along with 02 Car Park Units



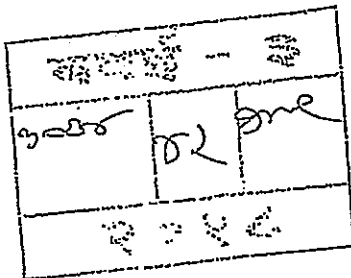
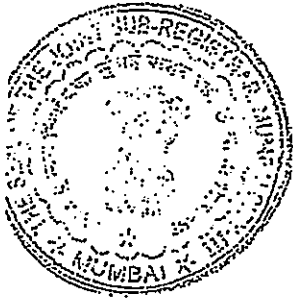
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SIXTH SCHEDULE

Building Common Area and Amenities

1. Water Tanks and Pump Rooms
2. STP
3. Power Substation
4. Service Provider rooms (One telecom room, and one cable TV rooms)
5. Electrical Panel room
6. Garbage segregation room
7. DG (access is only through ONE ICC)
8. BMS/Security

The Amenities, designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities and is subject to change as per the sole discretion of the Developer/Promoter . The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter.



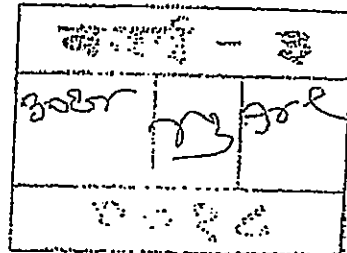
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SEVENTH SCHEDULE

Shared Common Area and Amenities

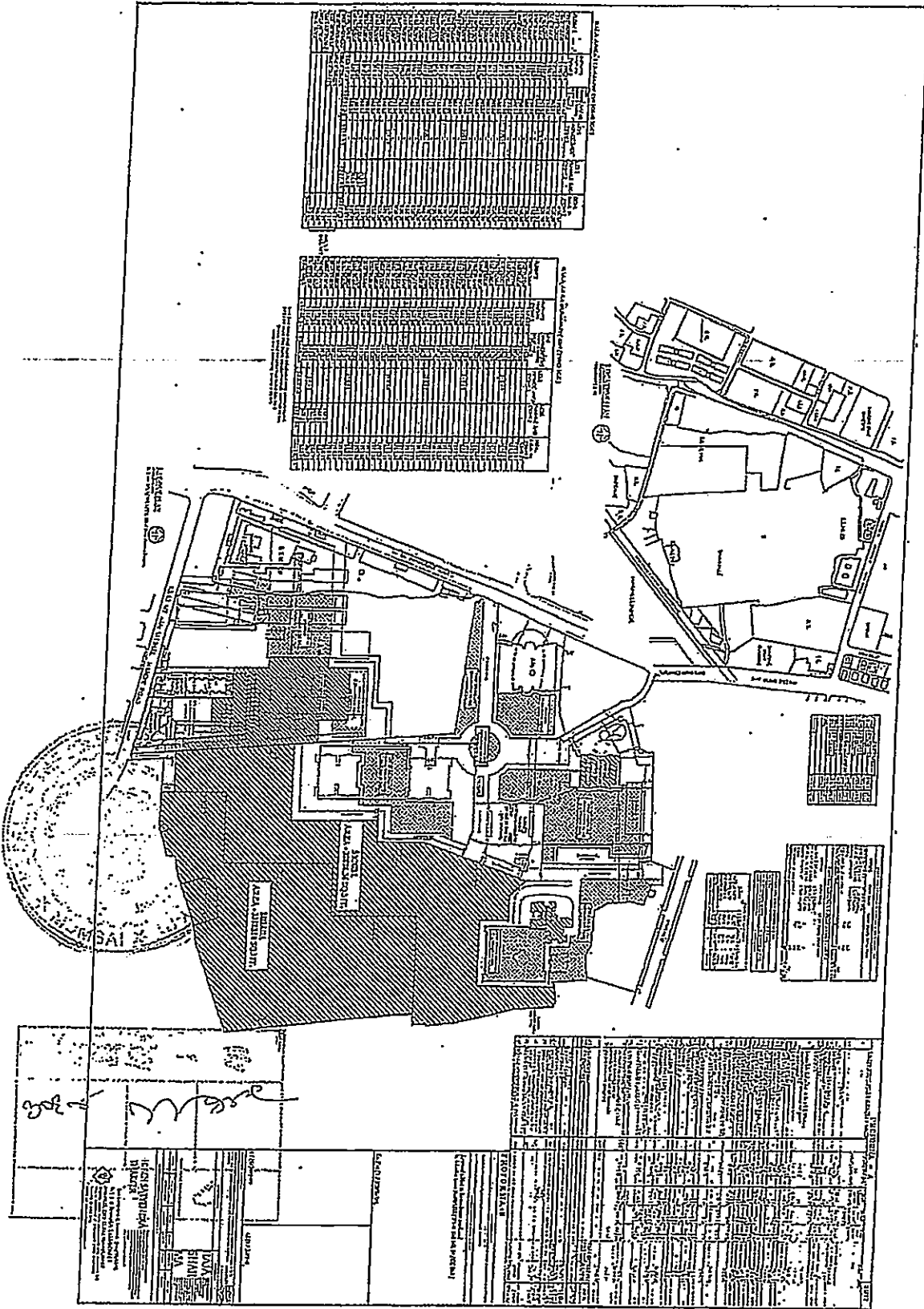
1. Mini Theater
2. Badminton Court (open)
3. Squash court
4. Gym
5. Party Room / Banquet Hall
6. Billiards Room or Pool Room
7. Games Room
8. Changing Room
9. Table Tennis Room
10. Library
11. Spa (Steam)
12. Outdoor party area
13. Barbeque pits
14. Swimming pool
15. Tennis court
16. Kid's Play Area
17. Half Basket ball court
18. Golf putting green
19. Jogging track
20. Skate Path
21. Cricket net

*The Amenities, designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities and is subject to change as per the sole discretion of the Developer/Promoter . The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter.



AS M

Annexure 1



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In reply please quote No. and date of this letter.

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

FR JB 0073

[Signature]

BR/BS/PS/A of 20-12-04

No.E.B./CE/

BS/A

of 200

M/S. S. V THAKKER & ASSOCIATES
CORPORATE ARCHITECT, SURVEYOR & VALUER
130, KAILASH PLAZA, VALLABH NAGH LANE,
THAKKORAN (E), MUMBAI-400 076.
Municipal Office,

Mumbai.....200.

MEMORANDUM
The Bombay Building & Material etc.
No. 118, Pandurang Subbaraj Marg,
Lower Parel, Mumbai 400 025.

With reference to your Notice, letter No. 2487 dated 29.7.2004 and delivered on 29.7.2004 and the plans, Sections Specifications and Description and other particulars and detail of your building as per No. 2 page No. 12 on 12.12.04 furnished to me under your letter, dated 29.7.2004, 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 upto date, my disapproval by thereof reasons:-

A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK OF CONSTRUCTION.

1. That the commencement certificate under Section 44(B)(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 any side of the plot clear of the road widening line with a minimum height of 1.80 m. from the road side drain without obstructing the drainage of the adjacent buildings to prove possession of the plot before starting the work as per D.C. Regulation No. 33 of 1964.
3. That the law in violation of the provisions of the level in clause 3 of the bye-law of 1964 and the provisions of the bye-law of 1964, etc. and the height of the building is not more than 12 m. and the building is not constructed on the plot towards road side, being less than 1.80 m.
4. That the specifications for layout of roads, sewerage and drainage, set back, land will not be submitted to the Municipal Corporation before starting the construction work and the specifications will not be deposited as specified in the bye-law of 1964 and the specifications will not be submitted to the Municipal Corporation before the completion of the work as per D.C. Regulation No. 33 of 1964.
5. That the structural engineer will not be appointed as supervision members as per Appendix-XI Regulation No. 33 of 1964.

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and down pipes are not intended to be put to prevent water dripping from the leaves of the roof of the building. The work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your attention as to any of the mentioned objections, you may by requirements, by and from the Municipal Commissioner, to proceed with the said building of work at any time before the said date, and you shall be deemed to be in compliance with the provisions of the said Act, unless you are notified in writing by the Municipal Commissioner, or by the law made under the Act at the time in force.

Your attention is drawn to the special instructions and notes accompanying this Intimation of Disapproval.

Mumbai
Municipal Commissioner
Building Proposals,
Zone
Words.

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 and will continue to exercise the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 246 of the said Act.
 - (3) Your attention is drawn to the provisions of Section 157 of the said Act, which provide that the person liable to pay property taxes in the case of a building or occupation of a building which has been vacant, to the Commissioner, within fifteen days of the completion of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act, and it is to be noted 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 of occupation is detected by the Assessor and Collector's Department.
 - (4) 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.
 - (5) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1)(a) of the Mumbai Municipal Act.
 - (6) One more copy of the block plan should be submitted for the Collector, Mumbai-Suburbs District.
 - (7) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.
- Attention is drawn to the notes accompanying this Intimation of Disapproval.

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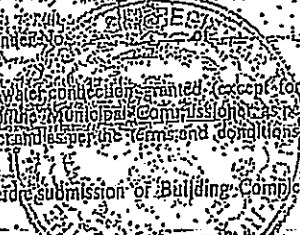
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P. H. S. D. C. S. J.

work should not be started unless objections are compiled with

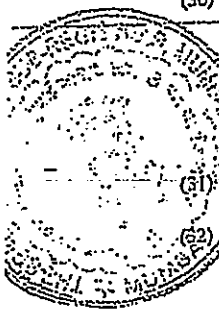
A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.

- (4) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing construction material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (5) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (6) 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 earthen entrance over the road side drain.
- (7) The owners shall intimate the Hydraulic Engineer or his representative in Ward at least 15 days prior to the date of which the proposed construction works taken in hand that the water existing in the compound will be utilized 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.
- (8) The hoarding or screen wall for supporting the deposit of building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffoldings, bricks, metal rods, precast slabs, etc. shall not be deposited over road side drain or street by the owner/ architect/contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (9) The work should not be started unless the manner in which all the objections approved by this department.
- (10) No work should be started unless the structure designs approved.
- (11) The work above ground should not be started before the plans shown to the Sub-Engineer concerned and acknowledgement obtained from him regarding correct dimensions of the structure.
- (12) The application for sewer sewer connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative sites to avoid the excavation of the road on its path.
- (13) All the terms and conditions of the approved layout should be adhered to and complied with.
- (14) No Building Drainage Completion Certificate will be issued on which construction is permitted, except for the construction purposes unless roads constructed in accordance with the Municipal Commission as per the provision of Section 345 of the Mumbai Municipal Corporation Act and the terms and conditions for sanction to the layout.
- (15) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (16) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner before submission of Building Completion Certificate.
- (17) Flow of water through adjoining holding or any other property should be maintained throughout the construction.
- (18) The surrounding open spaces around the building should be developed in accordance with the provision of Section 345 of the Mumbai Municipal Corporation Act at the rate of 125 cubic meters per 10 sq. meters below payment.
- (19) The compound wall or fencing should be constructed clear of the road with the top level of the 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.
- (20) No work should be started unless the existing structures proposed to be demolished are demolished.



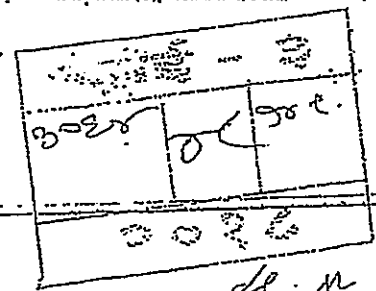
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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 15 (1) (1) of the Rent Act and in the event of your proceeding with the work without removing the structures proposed to be removed the person who takes any such action shall be deemed to be in breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be deemed to be a nullity under Section 15 of the Municipal 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 the allottees with the tenants, under the circumstances, the work must be approved in principle and to be taken up immediately unless the City Engineer is satisfied with the following:-
- (i) Specific plans for the existing and proposed structures on the site showing their number and the area in each portion of the site.
 - (ii) Specific plans for the proposed structures showing their number and the area in each portion of the site.
 - (iii) Plans showing the proposed structures showing their number and the area in each portion of the site.
- (22) In case of extension of existing building, blocking of existing windows of rooms deriving light and air from other sides should be done before starting the work.
- (23) In case of additional floor or window should be part of design on 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 balconies and other appendances 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 or the Chief Engineer, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cover in one piece, with lock arrangement provided with a bolt and nut and screw. The highly serving the purpose of a lock and the warning pipes of the drain be dressed with screw or dome shape pieces (like a garden water rose) with copper pipes with petticoats and not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently a ceiling by providing a fixed iron ladder. The upper ends of the ladders should be marked and extended 40 cms. above the top where they are to be fixed and 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 be used for the use of plane glass for coping over compound wall.
- (32) (a) The proposed work should be carried out in strict accordance with the Municipal requirements.
 (b) The proposed work should be carried out in strict accordance with the Municipal requirements.
 (c) The proposed work should be carried out in strict accordance with the Municipal requirements.
 (d) The proposed work should 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.



V. Venkatesh
 Executive Engineer, Building Proposals
 Zone III, Bangalore.

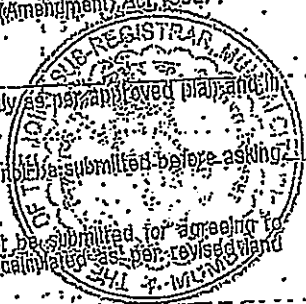
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 ಬಿ. ಸಾಹು ಪ್ಲಾಜಾ, ಜಾಲೂರಿ ಗಾಂವಿನಾಡಿ,
 ಮಾನ್ಯತೆ, ಮಂಜುಳಿ-೫೦೦ ೦೨೬.



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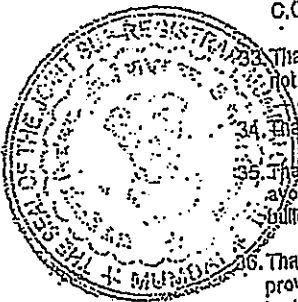
contd.: (A).

- 6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant L.S. Code and for existing building showing adequacy thereof to take an 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.O.)/ E.E. (O.P.)/ D.O.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 agreement to hand-over the setback land free of compensation and that the setback handover 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.S.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 qualified/Registered site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
- 13. That extra water and sewerage charges will not be paid to A.E.W.W. South Ward before C.C.
- 14. That the premium/deposits as follows will not be paid:
 - d. Development charges as per B.S. & T.P. (Amendment) Act 1992;
 - e. Balcony enclosure fees;
 - f. Insecticide charges.
- 15. That the work will not be carried out strictly as per approved plan and will conform with the C.C. Regulation in force.
- 16. That the N.O.C. from fire authority shall not be submitted before asking for plan C.C.
- 17. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised rates.
- 18. That the Janata Insurance policy for policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out and copy of same will not be submitted before asking C.C. and renewed during the construction of work.
- 19. That the N.O.C. from B.E.S.T. for substation shall not be submitted.
- 20. That the fresh Tax Clearance Certificate from C.C. South Ward shall not be submitted.



AS M

21. That the Indemnity Bond, Interimly, M.O.B.M, against disputes, allegations, claims and litigation of ownership of plot shall not be submitted.
22. That the remarks from this department shall not be submitted.
23. That the details shall not be done on the Municipal ground only.
24. That the board display in the details of development of the work shall not be displayed as per.
25. That the standards from E.S.T.C for proposed SWD shall not be submitted before O.C.
26. That the E.O.C from E.S.T.C for proposed sewer line shall not be submitted before O.C.
27. That the plot boundary shall not be demarcated from O.S.E.R. and demarcation certificate shall not be submitted to this office.
28. 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.M. shall not be provided.
29. That the copy of PAM card of the applicant shall not be submitted with requisite U/T.
30. 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.
31. 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.
32. That the N.O.C. from E.E.T.C. shall not be obtained for the parking before C.C.
33. That Regd. U/T for minimum nuisance during construction activity shall not be submitted before C.C.
34. That this work shall not be carried out between 7:00 A.M. to 7:00 P.M.
35. 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.
36. 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.
37. That the layout for the composite scheme as per the orders from Co-Operation & Textiles Department U/MO, BOMBAY DYEING 2003/ORT 14 TEX-3 dated 10.11.2003 shall not be approved from this office and the terms and conditions shall be binding on you.



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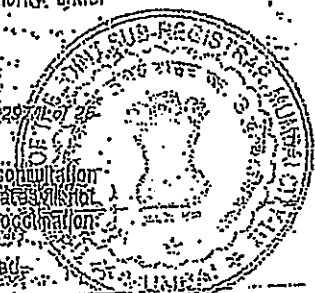
Concl... (B)

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

1. That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
2. That the requirement of N.O.C. from G.A., U.L.C. & R. Act, will not be complied with before starting the work above plinth level.
3. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
4. 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.
5. That the slavalon treatment plan shall not be submitted & got approved.

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

1. That the conditions of Govt. order under No. BOMBAY DYEING 2003 CR 197 EX-3 dated 10.11.2003 shall not be complied with and that the certificate regarding compliance of conditions mentioned therein will not be submitted before submission of B.C.C.
2. That the conditions mentioned in the clearance under No. G/ULC/D-III/22/7797 dated 1.10.2004 obtained from Competent authority under U.L.C. & R. Act, 1976 will not be complied with.
3. That the some of drains will not be laid internally with C.C. Pipes.
4. That the dust bin will not be provided as per C.E.'s circular No. CE 2971 of 26.6.1976.
5. That the surface drainage arrangement will not be made in consultation with E.E. (S.W.) 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 10' wide paved pathway upto staircase will not be provided.
7. That the surrounding open spaces, parking spaces and terraces 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.
8. That the name plate bearing the following No. name of the building etc. will not be displayed at a prominent place.
9. That carriage entrance shall not be provided.
10. That the parking spaces shall not be provided as per D.C. Regulation No. 35.



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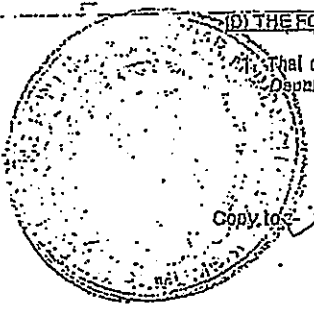
11. That B.C.C. will not be obtained and I.C.D. and debris deposit etc. will not be obtained for refund within a period of 6 years from the date of the payment.
12. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.

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13. That the Drainage completion certificate from (S.P.) (P&D) City
provision of Section 130 of the Act shall not be submitted.
14. That the Drainage completion certificate from A.E. (E.P.) City for House drain will
not be submitted and accepted.
15. That every part of the building construction and more particularly
ground tank will not be provided as well as the proper access for the staff
on the site. Under this provision of temporary but safe and stable
scaffolding etc. from (S.P.) (P&D) City authority shall not be submitted
before asking for occupation permission.
16. That the completion of N.O.C. from H.E. will not be made and certificate to that
effect will not be submitted.
17. That the fire trap properly set in the drainage system shall not be submitted.
18. That the various plans for the building shall be prepared and
submitted to the Municipal Commissioner for approval. The fee for the same shall be
paid by the applicant as per the rates provided.
19. That the provision of fire water tank as per the diagram proposed
by the applicant shall be made in the satisfaction of
Municipal Commissioner shall not be provided.
20. That the condition of Govt. order under No. Bombay Eveng 2003/CR
114/TEX-3 dated 10.11.2003 shall be complied with.
21. That the conditions of Govt. order under No. TPB-4302030/GR-
108/2002/UD-11 dated 20.02.2004 for modification to regulation 36(7) (a) in
respect of development to have 25% workers shall be complied with.
22. That the conditions of Govt. order under No. CMS/TPB/39629/CR-69/UD-11
dated 31.7.2004 shall be complied with.
23. That the U.C.C. order under No. C/UC/1122/797 dated 1.10.2004 shall be
complied with.

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

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



- Copy to:-
1. M/s. S.V. Thakkar & Associates
Architect
335-337, Kallas Plaza
Valabh Baug Lane
Ghatkopar (East), Mumbai 400 075
 2. Asstt. Commissioner 'F/South' Ward,
 3. A.E.W.M. 'F/South' Ward,
 4. Dy. A. & C. City
 5. O.S. (B.P.) City.

sd/-
Executive Engineer
Building Proposals (City)-1
No. EB/605/F/S/A of 20-12-04

sd/-
Executive Engineer
Building Proposals (City)-1

2007	2008	2009
2007	2008	2009
2007	2008	2009

sd/-

22, Crs. Sdg. Municipal Office,
14, Ward Municipal Office, 3rd
14, S. K. Mallikarjun Marg,
Mumbai - 400 009

in replying please quote No.
and date of this letter.

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

No. 20/1812/ES/A 11/6/07
No. E.H./CE BSA of 200 - 200

Municipal Office,
Mumbai200

MEMORANDUM
M/s. Bombay Dyeing & Mfg. Co. Ltd.
A.O. Building,
Bandurang, Bhublikar Marg,
Lower Parel,
Mumbai - 400 025.

With reference to your Notice, letter No. 2689 dated 17.4.2006 and delivered on
1.11.2006 and the plans, Sections Specifications and Description and further particulars and
details of your buildings at Commercial Bldg. i.e. Office Bldg. on Plot bearing G.S. No.
223 (pt.) 1/983 of Bacher Wargam Division at G.D. Ambekar Marg, Wada, Mumbai
to me under your letter, dated 17.4.2006. 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 Bombay Municipal Corporation Act as amended upto date, my disapproval by the following reasons:-

1) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE
COMMENCEMENT OF THE WORK UP TO PLINT LEVEL.

1. That the commencement certificate under Section 47(1)(a) of the
M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the builder/developer/owner shall not prepare a "deeds
management plan" showing the prospective quantum of debris likely to be
generated, arrangements for its proper storage at the site, transportation
plans of the agency appointed for the same, with names of and registration
numbers of vehicles to be employed and the total number of vehicles
which could be employed by him, and submit the same to the Zonal
Executive Engineer of S.Water Department and the same shall not be
approved before initiation of existing building or commencing any
construction activity.
3. That the owner/developer shall provide on all sides of the plot a level of
the road on which the building is to be constructed, level of the ground
level without obstruction of the flow of rain water from the adjacent building
above possession or holding before starting the work on the plot.
(No. 50(27))
4. That the low walls shall not be constructed on the road side of the plot
towards road side and the same shall not be constructed on the road side
towards road side.

MR. J. T. TRAKHAN & ASSOCIATES
CORPORATE ARCHITECTS SURVEYORS & ENGINEERS
202, RAJLAXMI PLACE, VILE PARLE EAST, MUMBAI - 400 057

2006	11/6/07	2007

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() That proper gutters and downpipes 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 thereby requirements, but not otherwise you will be at liberty to proceed with the said building or work at any time before the day of 2002, but not so as to contravene any of the provisions 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.

Executive Engineer, Building Proposals,
Municipal Corporation, Mumbai

SPECIAL INSTRUCTIONS

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

(2) Under Section 138 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 136 of the said Act.

(3) Under Section 136 of the Bombay Municipal Corporation Act, as amended, the City Engineer shall have the power to inspect and cause to be inspected the buildings and premises under his jurisdiction and to take such measures as may be necessary for the purpose of enforcing compliance with the provisions of the said Act and the rules, regulations and bye-laws made thereunder.

(4) Your attention is drawn to the provisions of Section 136 of the said Act which are liable to pay property taxes as required by the provisions of the said Act and to the Commission and to make such arrangements as may be necessary for the purpose of enforcing compliance with the provisions of the said Act and the rules, regulations and bye-laws made thereunder. The compliance with this provision is punishable under Section 137 of the said Act. At the same time, the person in charge of the premises will be liable to be punished under Section 137 of the said Act if he fails to comply with the provisions of the said Act and the rules, regulations and bye-laws made thereunder.

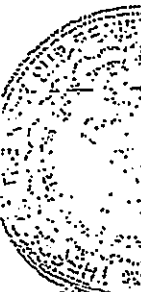
(5) Your attention is drawn to the provisions of Section 136 of the said Act which require you to submit an occupation certificate with a view to enable the Municipal Commissioner to be able to grant you a permission to grant a permission for the commencement of work under Section 137 of the said Act.

(6) Proposals for the commencement of work should be submitted in compliance with the requirements of Section 137 (b) of the Bombay Municipal Corporation Act.

(7) One more copy of the application should be submitted to the Collector, Mumbai Suburban District.

(8) Necessary permission for Non-Agricultural use of land should be obtained from the Collector, Mumbai Suburban District or for the work stated in the Non-Agricultural use of land in the schedule of the said Act by the Collector, under the Land Use Rules and Bye-Laws made thereunder.

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



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NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposits 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 deposit or building materials shall be constructed before starting any work even though no materials may be expected to be stored in front of the property. The scaffoldings, bricks metal, sand, preps, debricks, 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 objections by filing all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above ground should not be started before the same is shown to this office. Subsequent to the concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimensions.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with the certificate of the work as the Municipal Corporation will require time to consider alternatives to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved bylaws and division under the provisions of the Act should be adhered to and complied with.
- (13) No Building Drawing or Plan shall be submitted for approval or connection with the water supply for the construction purposes unless same is accompanied by the necessary documents as required under the provision of Section 345 of the Bombay Municipal Corporation Act and its public forms and conditions for sanction to the layout.
- (14) Reception of goods or materials should be completed before submission of Building Completion Certificate.
- (15) The work should be completed within the stipulated time which should be intimated before commencement of work and should be complete within the stipulated time with the necessary documents and drawings to be submitted before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining building should be maintained and should be maintained throughout the work.
- (17) The surrounding open spaces and height of buildings should be maintained as per the approved plans and at the rate of 125 cubic meters per day.
- (18) The compound wall or fencing should be constructed along the road side and the level of foundation below level of bottom of road side drain should be maintained and the work should be completed before the work to prove the owner's holding.
- (19) No work should be started unless the existing structure is approved and all the necessary documents are submitted.

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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining 'No Objection' Certificate from the Housing Commissioner under Section 13 (3) (F) 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) (a) for 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 sanction will be revoked and the commencement certificate granted under Section 43 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the works as per approved plans 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 house 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 of 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 structures.

- (22) In case of extension to existing building, blocking of existing windows of floors and drawing light and its from other sides should be done first before starting the work.
- (23) In case of additional modern work should be started during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the overhead storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above the roof 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 columns and beams in the proposed building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water carrying conduits should be carried on the roof and comply with the Municipal requirements.
- (29) No new wall is to be constructed above the ground level without the permission of the Municipal Commissioner or the Municipal Corporation.

- (30) All iron rods and other materials shall be provided with the necessary markings and should be of wrought iron plates on the surface. The joints of all systems shall be covered with a suitable material and should be secured on highly seasoned wood and the wiring pipes for the electrical system should be of some size and diameter. The size of the pipes should be such that they will appear to be of some size and diameter. The size of the pipes should be such that they will appear to be of some size and diameter. The size of the pipes should be such that they will appear to be of some size and diameter.

- (31) No pipes should be laid over the walls, unless the pipes are of broken bottles to hide the use of pipes over the walls.
- (32) No pipes should be laid over the walls, unless the pipes are of broken bottles to hide the use of pipes over the walls.
- (33) No pipes should be laid over the walls, unless the pipes are of broken bottles to hide the use of pipes over the walls.

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5. That the specifications for layout b/c of access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/ E.E.(S.W.D.) of City before submitting building completion certificate.
6. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(9) (ix)] will not be submitted by him.
7. 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 alongwith bearing capacity of the soil strata will not be submitted before C.C.
8. That the regular/sanctioned proposed lines and reservation will not be got demargated at site through A.E.(Survey)/ E.E.(T&O)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
9. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
10. That the Registered Undertaking and additional copy of plan shall not be submitted for agreement to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from ward officer before demanding C.C. and that the ownership of the setback land will not be transferred in the name of the C.M. before C.C.
11. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. to the Corporation and undertaking regarding the same will not be submitted before C.C. in the name of the C.M.
12. That the existing structure proposed to be demolished will not be demolished or necessary repair programme with agreement will not be submitted and got approved before C.C.
13. That the overall site registered site is approved through a Civil/ Structural Engineer will not be approved before applying for C.C.
14. That the true copy of the sanctioned layout/ site plan/ final plan/ approved under E.E.(R.C.)/ E.E.(S.W.D.) along with the plan thereon will be submitted before C.C.
15. That the plan shall conform to the following:
 - a. Development charges as per Municipal (Amendment) Act 1992
 - b. Sale of land certificate
 - c. Sanctioned layout
16. That the registered plan (including) shall not be registered and demolished the excess area of construction beyond the sanctioned site shall not be submitted before C.C.
17. That the plan will not be submitted till it is approved by the C.C. conforming with the C.C. conditions.
18. That the C.C. form will be submitted before C.C.



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19. That the Board registered undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as provided land rates.

20. 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.

21. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.

22. That the fresh Tax Clearance Certificate from A.A. & C. F/South 1 Ward shall not be submitted.

23. That the Indemnity Bond indemnifying M.C.C.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.

24. That the remarks from E.E. Department shall not be submitted.

25. That the debris shall not be dumped on the Municipal ground only.

26. That the board displaying the details of development of the work shall not be displayed at site.

27. That the remarks from E.E. (S.W.D.) for proposed SWD shall not be submitted before C.C.

28. That the N.O.C. from M.W.S. & D. for proposed sewer line shall not be submitted before C.C.

29. That the plot boundary shall not be real demarcated from C.S.I.R. and demarcation certificate shall not be submitted to this office.

30. That the vernacular bills for the disposal of wet wastes as per design and specifications of organization or companies specialized in this field as per list furnished by said waste Management or M.C.C.M. shall not be provided.

31. That the copy of PAN card of the applicant shall not be submitted before C.C.

32. That the precautionary measures to avoid disturbance, such as erection of physical barriers at plot boundaries upto reasonable height shall not be provided before demolition or during construction of building.

33. That the construction activity for work of necessary piping shall not be carried out by employing modern equipments, such as rotary drilling, microblasting, instead of conventional and hammer to avoid nuisance, damage or adjoining buildings.

34. That the N.O.C. from E.M.P.C. shall not be obtained for the parking before C.C.

35. That the address for minimum notices during construction activity shall not be submitted before C.C.

36. That the work shall not be carried out between 7.00 AM to 7.00 PM.

37. That the (ear) screens at plot boundaries upto a depth of 10 cm to avoid disturbance shall not be provided before demolition or during building.

38. That the work shall not be carried out between 7.00 AM to 7.00 PM.

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38. No masonry or 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 IS codes.

39. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 4593:2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

40. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/BD/11945/A of 2.2.2006.

41. That the facilities for physically handicapped persons shall not be provided as per the accommodation in Govt. in U.D. Department notification No. TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.

42. That the order of Supreme Court to not to grant third party, right without leave of Court shall not be agreed upon.

T (B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER WORK ON THE STRUCTURE:

1. That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
2. 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.
3. That the plinth dimensions shall not be got checked from the office before asking for further C.C. beyond plinth.
4. That the structural stability certificate through a registered structural Engineer regarding stability of construction plinth shall not be submitted before asking for C.C. beyond plinth.
5. That the elevation treatment plan shall not be submitted & got approved.
6. That the complete set of necessary remarks on the plan of the construction of work will not be submitted before getting the N.O.C. for the said building.

(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING N.O.C. FROM ANY RARI FOR THE PROPOSED BUILDING:

1. That the conditions of Govt. order No. B.D. 1547/1547/1547 dated 15.10.2004 shall not be complied with and that the certificate regarding compliance of conditions mentioned therein will not be submitted before submission of N.O.C.
2. That the conditions mentioned in the circular under No. CE/BD/11945/A of 2.2.2006 dated 15.10.2004 shall not be complied with under U.L.C. & R. Act. 1976 will not be complied with.
3. That some of the drains will not be provided in the building.
4. That the dust bin will not be provided in the building.

Noted by Dy. Inspector



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5. That the surface drainage arrangements will not be made in consultation with E.E. (S.W.) for as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate B.C.C.
6. That 10'-0" wide paved pathway upto staircase will not be provided.
7. 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.
8. That the name plates/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
9. That carriage entrance shall not be provided.
10. That the parking spaces shall not be provided as per D.C. Regulation No.36.
11. 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.
12. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
13. That the Drainage completion certificate from (S.P.) (P&D) City for provision of Septic-Tank/Soakpit will not be submitted.
14. That the Drainage completion certificate from A.E.(B.P.) City for House drain will not be submitted and accepted.
15. That every part of the building construction and more particularly overhead tank will not be provided as will the proper access for the lifting of the tank. Officer will not provide any temporary bulding and stable ladder etc.
16. That final N.O.C. from M.P.A.D.V. C.F.O./ Tree Authority shall not be submitted before asking for occupation permission.
17. That the compliance of N.O.C. from E.E. will not be made and certificate etc. that affect will not be submitted.
18. That the fresh property card in the name of the owner shall not be submitted.
19. That the arrangements for the disposal of wet wastes per dason and specifications of organization or companies specialized in this field as per list furnished by Solid Waste Management of M.C.R.M. shall not be provided.
20. That the installation for Rain Water Harvesting scheme as per the State Govt. circular No. 118/2001/2133/CP-30/01/UP dated 10th March 2005 shall not be provided before applying for occupation permission.

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE


1. That certificate under Section 29-A of M.M.A. Act will not be obtained from H.E.'s Department regarding satisfactory water supply.

Municipality District 3025 CO 3025	Required Engineer Building Department (City)
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Annexure-3 Commencement Certificate

C-3

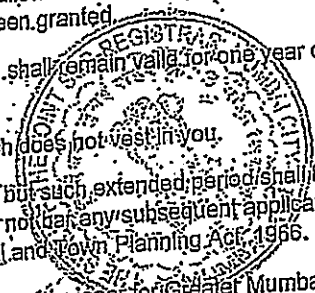

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/1812/FS/A
COMMENCEMENT CERTIFICATE

To,
The Bombay Dyeing & Mfg. Co. Ltd
C-1, Wadia International Centre (Bombay Dyeing),
Pandhurang Budhkar Marg, Worli, Mumbai - 400 025

Sir,
With reference to your application No. EB/1812/FS/A Dated. 25/5/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 25/5/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 0 C.T.S. No. 120, 1/128 & 223 Division / Village / Town Planning Scheme No. Dadar - Naigaon situated at G. D. Ambekar Marg Road / Street in F/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,



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EB/1812/FS/A

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assignees, administrators and successors and every person deriving title through or under him.

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

This CC is valid upto 1/8/2011

Issue On : 2/8/2010

Valid Upto : 1/8/2011

Remark :

This CC is valid upto plinth only (02/08/2010)

Approved By
C. L. Undage
Assistant Engineer (BP)

Issue On : 7/10/2015

Valid Upto : 6/10/2017

Remark :

This CC endorsed up to top slab of Still/Podium level (i.e. up to 7.80mtr) as per approved amended plan dated 7.10.2015

Approved By
D. B. Challare
Assistant Engineer (BP)

Issue On : 27/4/2016

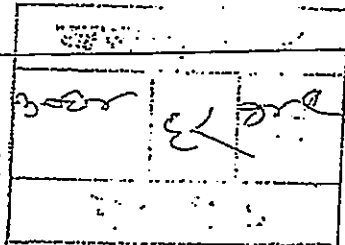
Valid Upto : 6/10/2017

Remark :

This C.C. is further extended for the further work upto 25th floor (i.e. full C.C.) of building no. 4 as per approved amended plan dated 07/10/2015

Approved By
D. B. Challare
Assistant Engineer (BP)

EB/1812/FS/A



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Issue On : 27/4/2016

Valid Upto : 1/8/2017

Remark :

Approved By

Issue On : 10/4/2017

Valid Upto : 6/10/2017

Remark :

Further C.C. is approved i.e. CC extended upto top of 36th floor as proposed as per approved amended plans dated 08/04/2017

Approved By

D. B Challare

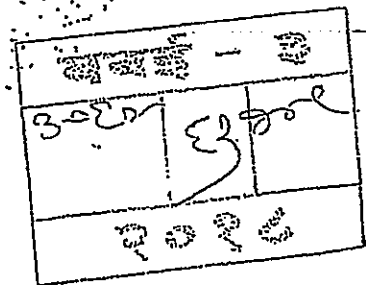
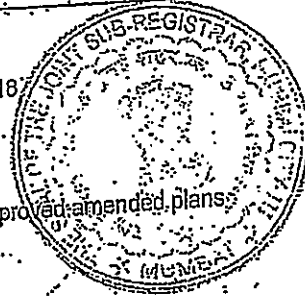
Assistant Engineer (BP)

Issue On : 27/7/2017

Valid Upto : 10/6/2018

Remark :

Full C.C. i.e. CC is extended upto top of 40th (pit) floor as per approved amended plans dated 13/07/2017



EB/1812/FS/A

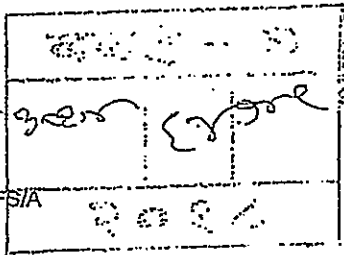
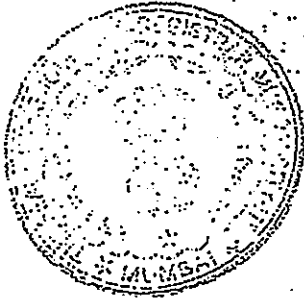
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Document certified by
Dnyaneshwar B Chhalla
<dbcstruct@yahoo.co.in>

Name : Dnyaneshwar
Chhalla
Designation : Assistant
Engineer
Organization : Municipal
Corporation of Greater
Mumbai
Date : 27-Jun-2017 20: 11:32


For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Assistant Engineer, Building Proposal
City E/South Ward

- Cc to :
1. Architect
 2. Collector Mumbai Suburban /Mumbai District



EB/1812/FS/A

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MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
 No EB/1812/FS/A
COMMENCEMENT CERTIFICATE

To,
 The Bombay Dyeing & Mfg. Co. Ltd
 C-1, Wadia International Centre (Bombay Dyeing),
 Pandhurang Budhkar Marg, Worli, Mumbai - 400 025

Sir,

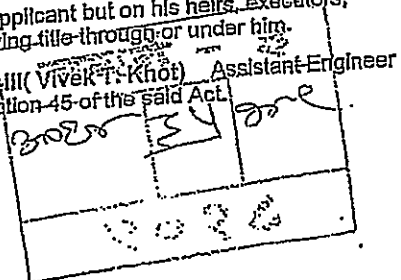
With reference to your application No. EB/1812/FS/A-Dated. 16/9/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 16/9/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 0 C.T.S. No. 120, 1/128 & 223 Division / Millage / Town Planning Scheme No. Dadar - Naigaon situated at G. D. Ambekar Marg Road / Street in F/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. Exe. Eng. (BP) City III (Vivek T. Khot) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 1/5/2011





Issue On : 2/8/2010

Valid Upto : 1/5/2011

Remark :

This CC is valid upto plinth only (02/08/2010)

Approved By

C. L. Undage

Assistant Engineer (BP)

Issue On : 27/4/2016

Valid Upto : 6/10/2017

Remark :

This CC further extend for the further work upto 25th floor (i.e. full CC) of building no. 4 as per approved amended plans dated 07/10/2015

Approved By

D. B. Challare

Assistant Engineer (BP)

Issue On : 10/4/2017

Valid Upto : 6/10/2017

Remark :

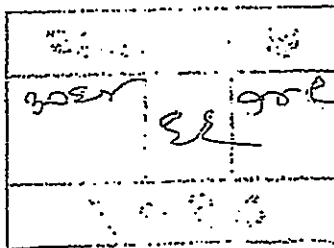
Further CC is approved i.e. CC extend upto top slab of 36th floor as proposed as per approved amended plans dated 08/04/2017

Approved By

D. B. Challare

Assistant Engineer (BP)

EB/1812/FS/A



Page 2 of 4 on 11/1/2017 7:52:23 PM

AS H

Issue On : 27/7/2017

Valid Upto : 6/10/2017

Remark :

Full CC i.e. extended upto top of 40th (pt) floor as per approved amended plan dated 13/07/2017

Approved By

D. B. Challare

Assistant Engineer (BP)

Issue On : 16/9/2017

Valid Upto : 10/6/2018

Remark :

This CC is re-endorse and further extend upto to of 47th (pt) floor as approved amended plan dated 23/08/2017

Approved By

D. B. Challare

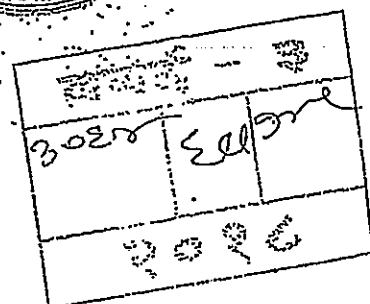
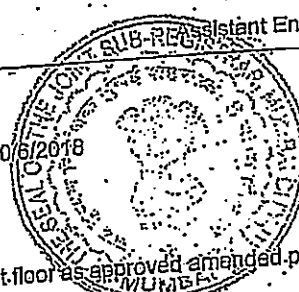
Assistant Engineer (BP)

Issue On : 1/11/2017

Valid Upto : 10/6/2018

Remark :

This CC is re-endorse and further extended upto to of 5th st. floor as approved amended plan dated 27.10.2017



Document certified by
Dnyaneshwar B Chhallare
<dbcstruct@yahoo.co.in>

Name : Dnyaneshwar B
Chhallare
Designation : Assistant
Engineer
Organization : Municipal
Corporation of Greater
Mumbai
Date : 01-Nov-2017 19: 52:34

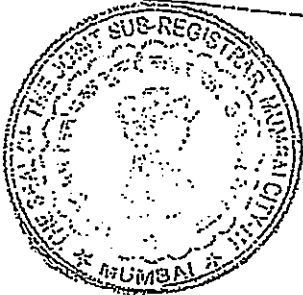
For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer, Building Proposal

City: F/South Ward

Cc to:

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



EB/1812/FS/A

Page 4 of 4 on 11/1/2017 7:52:23 PM

Annexure- 4 RERA Certificate



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 8(a)]

This registration is granted under section 6 of the Act to the following project under project registration number :
P51900008726
Project: loc, Plot Beerling / CTS / Survey / Final Plot No.:223, 120, 1/128 at FSouth-400015, Ward FSouth, Mumbai City, 400015;

1. The Bombay Dyeing And Manufacturing Company Limited having its registered office / principal place of business at Tehsil: Mumbai City, District: Mumbai City, Pin: 400026.

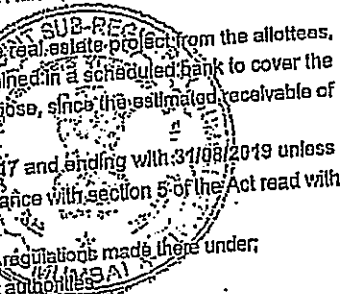
2. This registration is granted subject to the following conditions, namely:-

- 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 allottees 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 (l) 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 19/08/2017 and ending with 31/08/2019 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.

3. 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.



Signature valid
Digitally Signed by
Dr. Vasant Ramchandrabhai Prabhu
(Secretary, MahaRERA)
Date: 19-08-2017 14:58:54

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

Dated: 19/08/2017
Place: Mumbai



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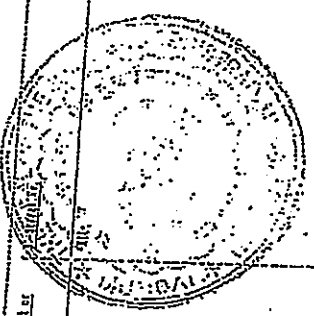
ANNEXURE 5 Property Card

Form No. 10
1973

BANK OF INDIA
Present with details of the securities held under the name of the

Name of the holder of the securities

1. Name of the holder of the securities	2. Name of the issuer of the securities	3. Name of the security	4. Face value of the security	5. Date of maturity of the security	6. Particulars of the security	7. Name of the agent		
					<p>1. COLLECTOR OF THE DISTRICT (Sole Agent, Sec. 10)</p> <p>2. THE GOVT. OF INDIA</p> <p>3. THE GOVT. OF WEST BENGAL</p> <p>4. THE GOVT. OF ASSAM</p> <p>5. THE GOVT. OF BIHAR</p> <p>6. THE GOVT. OF GUJARAT</p> <p>7. THE GOVT. OF KARNATAKA</p> <p>8. THE GOVT. OF KERALA</p> <p>9. THE GOVT. OF MADHYA PRADESH</p> <p>10. THE GOVT. OF MADHARAJAPURAM</p> <p>11. THE GOVT. OF MADHARAJAPURAM</p> <p>12. THE GOVT. OF MADHARAJAPURAM</p> <p>13. THE GOVT. OF MADHARAJAPURAM</p> <p>14. THE GOVT. OF MADHARAJAPURAM</p> <p>15. THE GOVT. OF MADHARAJAPURAM</p> <p>16. THE GOVT. OF MADHARAJAPURAM</p> <p>17. THE GOVT. OF MADHARAJAPURAM</p> <p>18. THE GOVT. OF MADHARAJAPURAM</p> <p>19. THE GOVT. OF MADHARAJAPURAM</p> <p>20. THE GOVT. OF MADHARAJAPURAM</p>			



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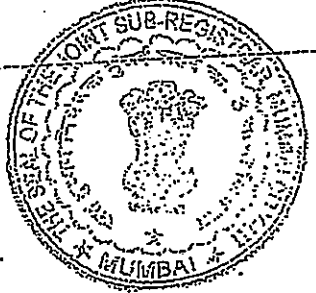


11 (1) of 1957
Vol 11 of 11

STATE REGISTER FOR THE STATE OF MAHARASHTRA
(Prepared under Section 114 of the Maharashtra Land Revenue Act, 1957)

66/1000/1000 - 10000
Register No. 100
Page No. 100

1. Sub-Plot No.	2. Name of Street or Locality	3. Plot No.	4. Area in Sq. Ft.	5. Description of the Land
1		1	15.46	(1) 15.46
2		2	11000.00	(2) 11000.00
3		3	31.81	(3) 31.81
4		4	11000.00	(4) 11000.00
5		5	31.80	(5) 31.80
6		6	11000.00	(6) 11000.00
7		7	11000.00	(7) 11000.00
8		8	11000.00	(8) 11000.00
9		9	11000.00	(9) 11000.00
10		10	11000.00	(10) 11000.00
11		11	11000.00	(11) 11000.00
12		12	11000.00	(12) 11000.00
13		13	11000.00	(13) 11000.00
14		14	11000.00	(14) 11000.00
15		15	11000.00	(15) 11000.00
16		16	11000.00	(16) 11000.00
17		17	11000.00	(17) 11000.00
18		18	11000.00	(18) 11000.00
19		19	11000.00	(19) 11000.00
20		20	11000.00	(20) 11000.00
21		21	11000.00	(21) 11000.00
22		22	11000.00	(22) 11000.00
23		23	11000.00	(23) 11000.00
24		24	11000.00	(24) 11000.00
25		25	11000.00	(25) 11000.00
26		26	11000.00	(26) 11000.00
27		27	11000.00	(27) 11000.00
28		28	11000.00	(28) 11000.00
29		29	11000.00	(29) 11000.00
30		30	11000.00	(30) 11000.00



66/1000/1000 - 10000
Register No. 100
Page No. 100

11. Registrar (1/10/57)

12. Date of Issuance of this Certificate

13. Name of Person to be Beneficially Interested

(THE NAME OF THE PERSON OF WHOM THE COPY IS TO BE ISSUED)

(OFFICE USE ONLY)

(NAME OF THE COPY HEAVY (ADMINISTRATIVE CLERK))





U.S. DEPARTMENT OF JUSTICE
OFFICE OF INSPECTOR GENERAL

UNITED STATES TO EXAMINE AND REPORT ON THE

II. Role of Inspector General in Criminal Justice

I. Status and Role of Inspector General

GENERAL

(a) (1) - (1) - (1)

(b) (1) - (1) - (1)

(c) (1) - (1) - (1)

(d) (1) - (1) - (1)

(e) (1) - (1) - (1)

(f) (1) - (1) - (1)

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(x) (1) - (1) - (1)

(y) (1) - (1) - (1)

(z) (1) - (1) - (1)

III. Authority and Jurisdiction

(a) (1) - (1) - (1)

(b) (1) - (1) - (1)

(c) (1) - (1) - (1)

(d) (1) - (1) - (1)

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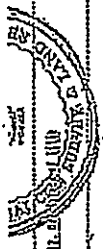
(y) (1) - (1) - (1)

(z) (1) - (1) - (1)

Handwritten notes and signatures in a box, including the name "G. J. ...".

Handwritten signatures and initials at the bottom of the page.





१. अर्जादारी २. अर्जादारी ३. अर्जादारी (१) (२) (३)	४. अर्जादारी ५. अर्जादारी ६. अर्जादारी (४) (५) (६)	७. अर्जादारी ८. अर्जादारी ९. अर्जादारी (७) (८) (९)
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१०. अर्जादारी ११. अर्जादारी १२. अर्जादारी (१०) (११) (१२)	१३. अर्जादारी १४. अर्जादारी १५. अर्जादारी (१३) (१४) (१५)	१६. अर्जादारी १७. अर्जादारी १८. अर्जादारी (१६) (१७) (१८)
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१९. अर्जादारी २०. अर्जादारी २१. अर्जादारी
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२२. अर्जादारी २३. अर्जादारी २४. अर्जादारी
(२२) (२३) (२४)

२५. अर्जादारी २६. अर्जादारी २७. अर्जादारी
(२५) (२६) (२७)

२८. अर्जादारी २९. अर्जादारी ३०. अर्जादारी
(२८) (२९) (३०)

३१. अर्जादारी ३२. अर्जादारी ३३. अर्जादारी
(३१) (३२) (३३)

३४. अर्जादारी ३५. अर्जादारी ३६. अर्जादारी
(३४) (३५) (३६)

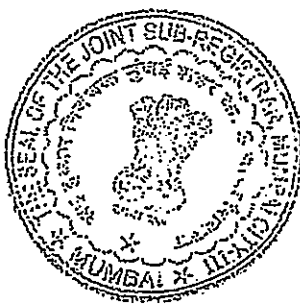
३७. अर्जादारी ३८. अर्जादारी ३९. अर्जादारी
(३७) (३८) (३९)

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४३. अर्जादारी ४४. अर्जादारी ४५. अर्जादारी
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४९. अर्जादारी ५०. अर्जादारी ५१. अर्जादारी
(४९) (५०) (५१)



५२. अर्जादारी ५३. अर्जादारी ५४. अर्जादारी
(५२) (५३) (५४)

५५. अर्जादारी ५६. अर्जादारी ५७. अर्जादारी
(५५) (५६) (५७)



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II. BIRTHS

THE ASSIGNED BIRTH CERTIFICATE HAS BEEN DETERMINED TO BE
 INVALID ON 2-1-51
 REF: 2-1-51 (111)
 (15-10)
 REASON: THE BIRTH OF THE
 CHILD WAS NOT REPORTED



1. IN THE CASE OF (NAME) THE BIRTH RECORDS SHOW THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHO WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

2. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT
 HIS FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

3. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

4. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

5. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

6. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

7. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

8. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

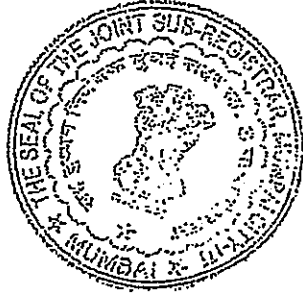
9. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

10. IN THE CASE OF (NAME) WHOSE BIRTH RECORDS IS SHOWING THAT HIS
 FATHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE) AND WHOSE MOTHER WAS REPORTED TO BE (NAME) WHO WAS BORN IN (STATE)
 (DATE).

SEARCHED	INDEXED
SERIALIZED	FILED

Handwritten initials or signatures at the bottom of the page.





2008	14	10
[Signature]		
2008	14	10

M. Sankar

(I, M. SANKAR, REGISTRAR OF COMPANIES, MUMBAI, DO HEREBY CERTIFY THAT THE ABOVE NAMED COMPANY IS A COMPANY INCORPORATED IN INDIA AND IS A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956.)

(I, M. SANKAR, REGISTRAR OF COMPANIES, MUMBAI, DO HEREBY CERTIFY THAT THE ABOVE NAMED COMPANY IS A COMPANY INCORPORATED IN INDIA AND IS A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956.)

(I, M. SANKAR, REGISTRAR OF COMPANIES, MUMBAI, DO HEREBY CERTIFY THAT THE ABOVE NAMED COMPANY IS A COMPANY INCORPORATED IN INDIA AND IS A COMPANY REGISTERED UNDER THE COMPANIES ACT, 1956.)

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[Handwritten marks and signatures]



11. Receipt

197-10-10, 197-10-11, 197-10-12

RECEIVED TO THE... (faded text)

THE... (faded text)

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

197-10-10, 197-10-11, 197-10-12

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197-10-10, 197-10-11, 197-10-12

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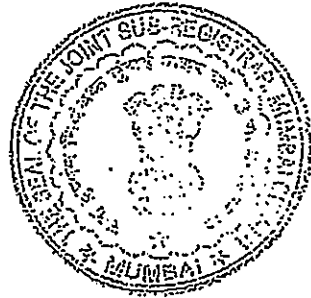


Annexure-6 Title Certificate

nagandhi shah & hameyatullah
ADVOCATES & SOLICITORS

TITLE CERTIFICATE

Information contained in this title certificate is intended only for the use of those persons to whom this title certificate is addressed/forwarded. This title certificate contains information which is privileged and confidential and should not be distributed, quoted or referred to, in whole or in part, without our prior written consent. Disclosure of such information is restricted. If you have found this Report and/or received it by error, please contact Mr. Mohammed Hameyatullah immediately on telephone no. 91-22-66270800.



ADVOCATES & SOLICITORS

d. b. nagandhi shah hameyatullah

Information of this Report is for the use of the person to whom it is addressed/forwarded. It is confidential and should not be distributed, quoted or referred to, in whole or in part, without our prior written consent. Disclosure of such information is restricted. If you have found this Report and/or received it by error, please contact Mr. Mohammed Hameyatullah immediately on telephone no. 91-22-66270800.

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TITLE CERTIFICATE

DESCRIPTION OF PROPERTY

Re: ALL THAT Piece And Parcels of land and ground admeasuring 1,96,312.29 square meters or thereabouts, bearing Cadastral Survey Nos. 223, 220, 1/983 and 2/228 of Vadori Nagar, District, G.D. Ambekar Marg, Dadar (East), Mumbai-400 045, (hereinafter referred to as the said Property) and situated in the Registration Sub-District and District Mumbai City, and bounded as follows:

- On or towards the North: Property bearing Cadastral Survey No. 2/223, 236, 242, 243 and 245;
- On or towards the South: Property bearing Cadastral Survey No. 10/223, 6/223, 926, 827, 983, 11/223, 216, 128, partly by Vittal Maudir Road (Road No. 39) and Partly by Municipal Cemetery;
- On or towards the East: Property bearing Cadastral Survey No. 1/223, 2/366, 366, 380, 265, 243;
- On or towards the West: Property bearing Cadastral Survey No. 2/223, 236 and 1/120 and Partly by G. D. Ambekar Marg.

TITLE

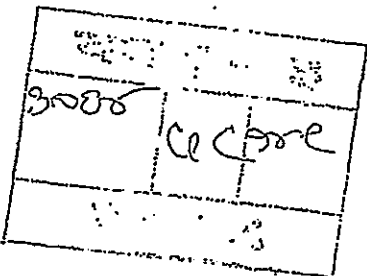
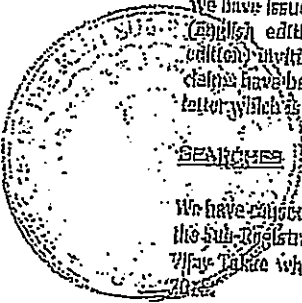
We have examined the title and interest of The Bombay Dyeing & Manufacturing Company Limited (hereinafter referred to as "the Company") having its registered office at Neville House, J.N. Heredia Marg, Ballard Estate, Mumbai-400 002 and corporate office at C-2, Wadia International Centre (Mumbai Dyeing), Pandhurang Budhkar Marg, Worli, Mumbai-400 035 in respect of the said Property more particularly described hereinafore.

PUBLIC NOTICE

We have issued public notices in two Mumbai newspapers viz. Free Press Journal (English edition) both dated 28th December 2013 and Nav Shakti (Marathi edition) inviting claims and objections relating to the above Property. So far no claims have been received in pursuance of such public notices save an except one letter which is dealt by us hereina below.

SEARCHES

We have caused searches to be taken in respect of the said Property at the Office of the Sub-Registrar of Assurances at Mumbai through Professional Search Clerk, Mr. J. J. T. Kulkarni who has submitted to us his Search Report dated 19th December,



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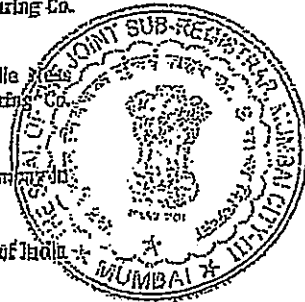


We have also caused searches to be taken of the Company at the Registrar of Company through Mehta & Mehta Company Secretaries

OBSERVATION & FINDINGS.

We have perused the title deeds and Property Cards pertaining to the title of the Company to the captioned Property. This Title certificate is based on the copies of following documents which were furnished to us by the Company as under:-

- (i) Indenture of Lease dated 1st January 1910 made between Jeebal Nusservanji Wadia and The Bombay Dyeing & Manufacturing Co. Limited.
- (ii) Indenture of Lease dated 1st February 1912 made between Jeebal Nusservanji Wadia and The Bombay Dyeing & Manufacturing Co. Limited.
- (iii) Indenture dated 22nd March 1923 executed between the Trustees of Improvement of the City of Bombay (herein referred to as "the Board") of the One Part and the Company of the Other Part registered with the Sub-Registrar of Bombay on 25th April, 1923 under Book No. 1296, Page No. 382, Volume No. 295E.
- (iv) Indenture dated 28th May, 1948 executed by the Municipal Corporation of the City of Bombay (herein referred to as "the Corporation") of the One Part and the Company of the Other Part registered with the Sub-Registrar of Bombay under Serial No. 2392 of 1948.
- (v) Indenture dated 29th March 1956 made between Neville Mess (Nusservanji) Wadia and The Bombay Dyeing & Manufacturing Co. Limited.
- (vi) Agreement dated 9th January 1959 made between Neville Mess (Nusservanji) Wadia, The Bombay Dyeing & Manufacturing Co. Limited and the Municipal Corporation of Greater Mumbai.
- (vii) Order dated 11th May 2012 passed by the High Court at Bombay in Writ Petition No. 977 of 2010.
- (viii) Order dated 9th August, 2012 passed by the Supreme Court of India in Special Leave Petition (C) No. 22182 and 22183 of 2012.
- (ix) Order dated 2nd August, 2013 by the Supreme Court of India in interlocutory Application Nos. F and B of 2013.



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- (v) Order dated 20th November, 2013 passed by the High Court at Bombay in Writ Petition No 977 of 2010.
- (vi) Search Reports in respect of Property.
- (vii) Papers and proceedings relating to the Employees as set out in Annexure "A".
- (viii) Papers and proceedings as set out in Annexure "B" relating to the status of the building known as "Spring" developed by the Company on the part of the said Property.

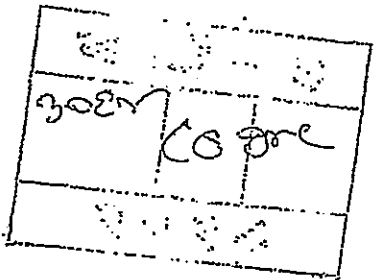
On perusal of the aforesaid and information given on enquiries, we set out hereafter our understanding of the Company's title to the said Immovable Property:-

A. One Bai Jirani Nowrojee Wadia was absolutely possessed of the several pieces of land situate at Wadia Village in the Registration, Sub-District Bombay.

B. By an Indenture of Lease dated the 1st day of January, 1910 registered with the Sub-Registrar of Assurances at Bombay under Serial No 834 A at pages 315 to 393 of Volume 1340 of Book No. 1 and made between the said Bai Jirani Nowrojee Wadia of the one part and The Bombay Dyeing & Manufacturing Co. Limited of the other part, the said Bai Jirani Nowrojee Wadia demised and leased unto the said The Bombay Dyeing & Manufacturing Co. Limited all those pieces or parcels of land situate at Malgauni and Sewree more particularly described in the Schedule thereto for the term of 999 years from the date of the said Indenture of Lease at the rent and on the condition therein mentioned.

C. By another Indenture of Lease dated the 1st day of February, 1922 registered with the Sub-Registrar of Assurances at Bombay under No. 944 at pp. 27 to 37 of Volume 1948 of Book No. 1 on the 14th day of March, 1912, the said Bai Jirani Nowrojee Wadia demised and leased unto The Bombay Dyeing & Manufacturing Co. Limited all those pieces or parcels of land more particularly described in the Schedule thereto for the term of 997 years less one month from the date of the said Indenture at the rent and on the terms and conditions therein mentioned.

D. The land bearing Cadastral Survey No. 1/128 admeasuring about 54.68 square yards or thereabouts equivalent to 4522.276 square meters or thereabouts was granted, conveyed and assured by the Trustees of Improvement of the City of Bombay (therein referred to as "the Board") of the One Part unto the Company (therein referred to as the Company") of the Other Part vide an Indenture dated 22nd March 1923 registered with the Sub-Registrar of Bombay on 28th March, 1923 under Book No. 1196, Page No. 307, Volume No. 2561. The said piece of land bearing Cadastral Survey No. 1/128 is adjoining to the land bearing Cadastral Survey No. 223 belonging to the Company.



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E. The land bearing Cadasral Survey No. 126 and measuring about 30,000 square yards or thereabouts equivalent to 167,676.631 square meters or thereabouts was granted, conveyed and assured by the Municipal Corporation of the City of Bombay (hereinafter referred to as "the Corporation") of the One Part unto the Company (hereinafter referred to as "the Company") of the Other Part vide an Indenture dated 29th May, 1948 registered with the Sub-Registrar of Bombay under Serial No. 3392 of 1948. The said piece of land is subject to the land bearing Cadasral Survey No. 1,128 belonging to the Company.

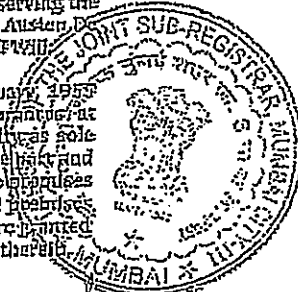
F. The said Jethal Nowrojee Wadia died at Bombay on or about the 6th day of May, 1926 leaving a Will dated 4th December, 1919 and two Codicils dated 24th September, 1920 and 21st September, 1925 respectively of which probate was granted by the High Court of Judicature at Bombay on or about the 15th day of July, 1925 to Cawasjee Nowrojee Wadia and Nusserwanjee Nowrojee Wadia.

G. By virtue of the provisions of the said Will, the lands which were subject matter of the leases dated 1.1.1910 and 1.2.1912 were bequeathed (subject to the aforesaid two indentures of lease dated 1st January, 1910 and 1st February, 1912 respectively) unto the said Sir Nusserwanjee Nowrojee Wadia alias Sir Ness W. Wadia.

H. In pursuance of the provisions of the said Will, by an indenture of conveyance dated the 27th day of August 1926 registered under No. 4691 of Book No. 1 on 29th November 1926 with the Sub-Registrar of Assurances at Bombay and made between the said Cawasjee Nowrojee Wadia and the said Sir Nusserwanjee Nowrojee Wadia of the one part and the said Sir Nusserwanjee (Ness) Nowrojee Wadia of the other part, the lands which were subject of the leases dated 1.1.1910 and 1.2.1912 were conveyed and assured to the said Sir Nusserwanjee (Ness) Nowrojee Wadia.

I. The said Sir Nusserwanjee (Ness) Nowrojee Wadia died at Bombay on or about the 22nd day of April 1952 leaving a Will dated 5th February 1951 and two Codicils thereto dated 5th July 1951 and 15th March 1952 respectively of which probate was granted by the High Court of Judicature at Bombay on 4th August 1952 to Neville Ness (Nusserwanji) Wadia and one Cecil Neil George reserving the right of the remaining executor namely Lusia Blunt and Henry George Austen, Esq. (Estate) Herbert Duckworth to come in and apply for probate of the said Will.

J. By an Indenture of Conveyance dated the 3rd day of February, 1955 registered under No. 3619 of 1955 with the Sub-Registrar of Assurances at Bombay and made between the said Neville Ness Wadia in his capacity as sole surviving being executor in India of the said Will and Codicils of the one part and the said Neville N. Wadia in his capacity as legatee of the other part (the legatee therein specified including the reversionary interests in the lands and premises devised by the said leases dated 1st January 1910 and 1st February 1912 were devised and conveyed to the said Neville Ness Wadia on the covenants set out therein).



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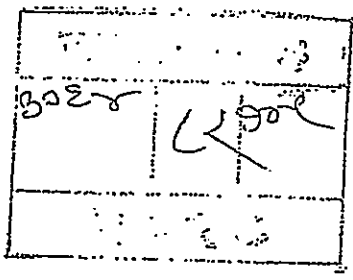
K. Under an indenture dated 29th March 1956 registered with the Sub-Registrar of Assurance under No. BOM-4592/1956 on 25th July 1956 and made between Neville Ness (Nasserwanji) Wadia of the One part and the Company of the other Part the said the said Neville Ness (Nasserwanji) Wadia inter-alia granted, released, conveyed and transferred and assured to the Company all that pieces of land and premises situate at Malgaon and Savree without the Fort of Bombay in the Registration Sub-District of Bombay more particularly described in the Third Schedule hereunder to the use of the Company in fee simple forever to the end and intent that the said respective terms of 999 years and 997 years less one month granted under the aforesaid indenture of latter dated 1.1.1910 and 1.2.1932 shall forthwith merge and be extinguished in the fee simple reversion and inheritance of the said premises for the consideration and on the covenants as recorded therein.

L. Under an Agreement dated 9th January 1959 and registered with the Sub-Registrar of Assurance under No. BB-2251/1959 on 24th March 1959 and made between Neville Ness Wadia, the Company and the Municipal Corporation of Greater Mumbai and Vishnu Lakshmi Shivani ICS, Municipal Commissioner, the said Municipal Corporation of Greater Mumbai inter-alia granted, conveyed to the Company all that pieces of land of the freehold tenure containing by admeasurements 1505.4 sq. yards or thereabout and registered in the Books of the Collector of Land Revenue under Cadastral Survey No. 983 (part) of Dadar Malgaon Division situate at Malgaon Road in the Registration Sub-District of Bombay more particularly described therein in the Fifth Schedule here under written together with all rights of ways, passages, easements and appurtenances for the consideration and on the covenants as recorded therein.

M. Since the lands of the Company were permitted to be used for running cotton textile mills, i.e. industrial user, ordinarily the lands could not have been used for development or redevelopment for commercial or residential purpose. However, several cotton textile mills in Mumbai were sick and/or closed and they were desirous of going for development or redevelopment of lands for commercial and/or residential user for generating funds. Similarly, the cotton textile mills which claimed that they wanted to go for modernisation of the same lands also required funds for such modernisation and, therefore, they were desirous of using a substantial part of their lands for putting up constructions for commercial/residential user.



The State of Maharashtra added Regulation 58 in the Development Control Regulations for Greater Mumbai, 1951 for the re-development of mills. Under Regulation, the cotton textile mills which were sick and/or closed or wanted to go for modernisation were to be granted permission for development and/or redevelopment of its lands for commercial and/or residential user, subject to the condition that after excluding the lands occupied by the existing built up area (and also after excluding the lands becoming open upon demolition of the built up area which was in existence on the date of coming into force of Regulation 58), the remaining open lands would be shared with Maharashtra Housing and Area



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Development Authority (MUMDA) for public housing/workers' housing and with the Municipal Corporation for Greater Mumbai for open green spaces like recreation grounds/gardens/ play grounds.

G. The Company obtained necessary permission from the Planning Authority i.e. Municipal Corporation for Greater Mumbai (MCGM) in respect of the Property for its re-development.

H. Sub-regulation (9) of Regulation 58 of DCI provides for constitution of Monitoring Committee to oversee the due implementation of schemes for development or redevelopment of the lands of cotton textile mills sanctioned under Regulation 58. In exercise of its powers, The Monitoring Committee directed the Company to immediately hand over the earmarked lands in the respective layouts of the two units immediately without any further delay.

I. It appears that the Company submitted that it was not bound to hand over possession of the lands earmarked for the MUMDA and the Municipal Corporation until the company ceases the habit of existing built up area + 30% of the balance BSI as stipulated under DCI 59(2).

J. In view of the stand-taken by the Company, the Municipal Corporation of Greater Mumbai issued stop work notice dated 26 March 2010 calling upon the company to stop all the construction activities on the sites at Dunder Nalgaon Division, Wadala as well as at Prabhadevi, Lower. The Company inter-alia challenged the same by filing a Writ Petition in the High Court at Bombay being Writ Petition No. 977 of 2010 under Article 226 of the Constitution. It further appears that one of the Union of the Workmen filed a Writ Petition being Writ Petition (Lodging) No. 1134 of 2010 with a prayer that the Company be directed to surrender the lands as per the ratio laid down in Regulation 58(9) for public housing/workers' housing to MUMDA and to the Municipal Corporation for Greater Mumbai for open green spaces.

K. The Hon'ble High Court by an order dated 11th May 2012 disposed off the Writ Petition No 977 of 2010 by passing the following order:-

(1) Approval granted to the petitioner-company on 10 November 2003 to develop/redevelop the land of Spring Mills at Dunder-Nalgaon in Wadala purporting to be under Sub-Regulations (2) and (6) of Regulation 58 of Development Control Regulations must be read in light of the subsequent order of closure dated 26 November 2004 of Commissioner of Labour, Maharashtra State under Section 25-B(3) of the Industrial Disputes Act, 1947. Hence, subsequent approval of layout by the Planning Authority i.e. Municipal Corporation for Greater Mumbai and approval of the building plans in the form of IOB and Commencement Certificate, must all be read as governed by Regulation 58(2) of the Development Control



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Regulations, 1991, as amended by Government Notification dated 24 August 2010

(B) The approval granted by the State Government to the petitioner-company to develop/redevelop the land of its textile-mill at Prabhadevi in Lower portioning to have been granted under Sub-Regulations (2) and (6) of Regulation 5B of the Development Control Regulations is also governed by Note-VII to Regulation 5B(1)(b) as inserted by Government Notification dated 24 August 2010;

(C) In view of Note-VII to Regulation 5B(1)(b), the petitioner-company has already become liable to hand over the following lands set-aside for MHADA (for public housing/full workmen's housing) and for Municipal Corporation of Greater Mumbai (for open green spaces such as Recreation Ground) to MHADA and Municipal Corporation for Greater Mumbai respectively which areas are also mentioned in para 29B of the Supreme Court decision in (2006) 2 SCC page 522.

	MCGM	MHADA
Spring Hill Wadala	25775.24	26,556.38
Lower Patel	7052.87	5,770.52

(D) On correct interpretation of provisions of Maharashtra Regional Town Planning Act, 1966 read with Regulation 5B of the Development Control Regulations, 1991 as amended by Government Notification dated 24 August 2010, the challenges raised in Writ Petition No. 277 of 2010 are futile.

T. Being aggrieved by the said judgment dated 11 May 2012 passed by the Hon'ble High Court, the Company Special Leave Petition in the Hon'ble Supreme Court of India. By an order dated 9 August 2012, the Supreme Court dismissed the Special Leave Petition No. Appeal (C) Nos. 22182 and 22193 of 2012 in the following terms:-

Special leave petitions are dismissed. Question of law is kept open.

Time of six months from today is granted to the petitioner for handing over possession of the lands set out in para 29(C) of the impugned judgment to the Municipal Corporation of Greater Bombay and Maharashtra Housing and Area Development Authority.

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Para 4 of the order passed by the High Court on July 27, 2012 stands substituted as above.

In case petitioner fails to hand over possession as above, Municipal Corporation of Greater Bombay and Maharashtra Housing and Area Development Authority shall be at liberty to take possession of the concerned lands forcibly."

10. Thereafter, the Company filed Interlocutory Application Nos. 7 and 8 of 2013 in the Hon'ble Supreme Court of India pleading on record certain events which had happened subsequent to its order dated 9 August 2012, and prayed that it may be permitted to hand over 32,027.90 sq. metres area to Municipal Corporation of Greater Bombay (MCGM) and 33,822.69 sq. mts. area (32,326 sq. mts. + 1496.07 sq. mts) to Maharashtra Housing and Area Development Authority (MHADA) at Wadala under Note (v) to Regulation 5B(1) (b) of Development Control Regulations, 1991 (DCR) as shown in the modified layout plan to be approved by the MCGM.

11. The Hon'ble Supreme Court passed the following order dated 2nd August 2013 on the Interlocutory Applications filed by the Company:-

9. Having regard to the controversy raised before us in respect of the amended layout plan submitted by Bombay Dyeing to the MCGM, we are of the opinion that it will be in fitness of things if the above controversy is considered and decided by the High Court after hearing the concerned parties, two Unions and applicants in Interlocutory Application Nos. 9-19 of 2013. We are persuaded to adopt this course because effectively Bombay Dyeing is seeking modification of para 79C of the High Court's judgment dated May 12, 2012 in light of the subsequent events.

10. The Registry is accordingly directed to transmit the record of Interlocutory Applications Nos. 7-8 of 2013, 9-19 of 2013, 11-12 of 2013 and 13-14 of 2013 to the Bombay High Court. On receipt of the record of these applications, the Registry of the Bombay High Court shall register these applications and place them for consideration before the concerned Bench.

11. We request the High Court to hear these applications expeditiously, preferably within three months of the receipt of the applications and decide them by a speaking order. The matter is urgent because 648 chawl occupants are to be rehabilitated and relocated.



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12. Needless to say that the order dated August 9, 2012 passed by this Court shall not come in any way in consideration of the above applications on their own merits.

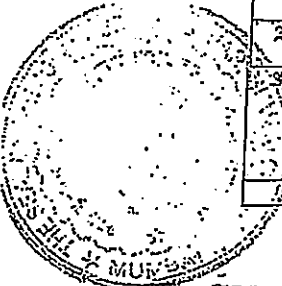
13. Until the disposal of the above applications by the Bombay High Court and for a period of two months thereafter, no coercive steps shall be taken by the MCGM for taking possession of the land."

14. In terms of the direction given by the Hon'ble Supreme Court of India, the High Court of Bombay was pleased to dispose of the Interlocutory Applications on 20th November, 2013 by passing the following order:-

15. Having heard learned Counsel for the parties, we find considerable substance in the submissions made on behalf of the Bombay Dyeing that the Development Control Regulation permits a composite scheme for tax cessible mills to share their open lands and balance FSI. Since the Bombay Dyeing is the owner of the lands and Regulation 59(1) (b) specifies percentage of open lands and balance FSI to be shared by the mill company with Municipal Corporation and MHADA, the sharing is in terms of area and not in terms of value of the land. Hence, no such can be found with the composite scheme submitted by the Bombay Dyeing on the ground of any inconsistency with Regulation 59. We are, therefore of the view that Bombay Dyeing is entitled to decide which lands should be surrendered by it and which lands are to be retained by them under Regulation 59 (2)(b) read with other clauses of the Regulation 59.

16. In the result, the Interlocutory Applications Nos. 7 and 8 of 2013 are allowed and the Bombay Dyeing is permitted to surrender the lands in Madala as indicated herein below:-

Sr. No.	Particulars	MCGM in sq. Mtrs.	MHADA in sq. Mtrs.	Total
1.	Bombay Dyeing (Spinning Mill, Madala)	25775.34	26556.30	52331.64
2.	Bombay Dyeing (Spinning Mill, Madala)	7052.83	5770.52	12823.35
	Additional Land offered by Bombay Dyeing at Madala under rule (vi) to DCR 59 (1)(b).		1496.07	1496.07
	Total:	32828.17	33822.89	66651.06



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X. In the aforesaid circumstances, the Company became liable to surrender leases to MCGM and MHADA.

Y. In terms of the provisions of the DCR and the orders passed by the Hon'ble High Court at Bombay the Company has given advanced possession of the property to MCGM and MHADA.

Z. The Company is facing litigations from its employees in the Labour Court/High Court - Bombay as set out in Annexure "A" hereto. Most of the cases does not relate to the said property and they relate to the claim of the workers against the Company. Writ Petition No 1273 of 2005 relates to the closure of the Spring Mills Division. By an order dated 10th August, 2005 the High Court was pleased to grant Interim reliefs. On an Appeal being Appeal No 1054 of 2005 the High Court - Bombay was pleased to vacate the Interim reliefs in view of agreement entered between the petitioners and Company as recorded in the order dated 13th February 2006 in the above Appeal. The Appeal was disposed off in terms of the order dated 13th February 2006 and the Writ Petition No 1273 of 2005 is still pending for final hearing and disposal.

AA. The Company is also facing litigations as set out in Annexure "B" from the occupants of the building known as Spring Apartment which was constructed by the Company on the part of the said property. No Interim reliefs are granted in favour of the occupants of the said building known as "Spring Apartment".

(i) The litigation at item No 1 in Annexure "B" relates to the Revision Application filed by some of the occupants challenging the order dated 26th November, 2015 passed by the Joint Deputy Registrar wherein the formation of the Society by some of the occupant was set aside. No papers and proceeds of the Revision Application were served upon the Company.

(ii) The litigation at item No 2 in Annexure "B" is a Writ Petition No 1484 of 2015 (Mr. Paul Paramel Vs The Joint Deputy Registrar and others) filed by one of the Occupant claiming to be the Chief Promoter of the Society on the Appellate side of the Hon'ble High Court at Bombay. The said Writ also challenges to the order dated 16th November, 2015 passed by the Joint Deputy Registrar. Interim reliefs are granted in favour of the Petitioner. The said Writ Petition is pending for admission and due to appear shortly.

(iii) The litigation at item No 3 in Annexure "B" is a suit being Suit No (E) 986 of 2015 (M/s. Parichand and others Vs The Bombay Dyeing & Manufacturing Company Limited and any) filed by some of the Occupants of the building known as Spring Apartment for enforcement of MOFA obligations against the Company. In the said



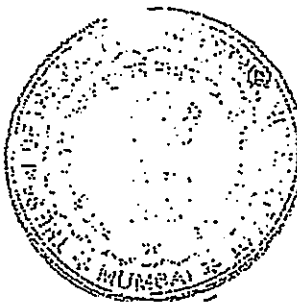
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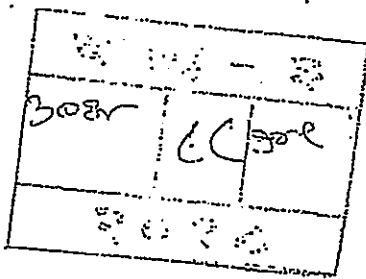
suit, the Plaintiffs are inter-alia seeking the following reliefs from the High Court at Bombay:-

- (a) that this Hon'ble Court be pleased to grant a permanent order and injunction restraining Defendant No.1, its officers, partners, servants, agents and any person claiming by, through and/or under it from in any manner whatsoever selling, transferring, assigning, granting, conveying, alienating the Suit Property more particularly described in Exhibit "C" to the Plaintiff or any part thereof and/or creating any third party rights and/or encumbrances thereon and/or carrying out any construction or development activity thereon;
- (b) this Hon'ble Court be pleased to declare that the purported declaration (being Exhibit "T" to the Plaintiff) as non-est, illegal, null, void and of no consequence whatsoever;
- (c) this Hon'ble Court be pleased to order and direct the cancellation of the purported Declaration (being Exhibit "T") and direct Defendant No.1 to deliver up the purported Declaration (being Exhibit "T" to the Plaintiff) to the office of the Prothonotary and Senior Master, High Court, Bombay for cancellation;
- (d) this Hon'ble Court be pleased to order and direct the Prothonotary and Senior Master, High Court, Bombay to intimate to the Registrar of Assurances and the Registrar, Co-operative Societies, Mumbai about the cancellation of the purported Declaration (being Exhibit "T") to the Plaintiff;
- (e) this Hon'ble Court be pleased to grant a permanent order and injunction restraining Defendant No.1, its officers, partners, servants, agents and any person claiming by through and/or under it from in any manner acting upon and/or in pursuance of the purported Declaration being Exhibit "T" to the Plaintiff;
- (f) this Hon'ble Court be pleased to order and direct Defendant No.1 to sell, transfer, convey and grant the Suit Property more particularly described in Exhibit "C" to the Plaintiff unto Defendant No.2 or such other organization of Flat Purchasers in the Buildings may be permitted by the Competent Authorities;

(g) this Hon'ble Court be pleased to grant a permanent order and injunction restraining Defendant No.1, its officers, partners, servants, agents and any person claiming by, through and/or under it from in any manner whatsoever obstructing, creating hurdles and/or interfering with the management of the Suit Property more particularly described in Exhibit "C" to the Plaintiff by Defendant No.2 and/or the purchasers of flats in the Suit



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Property more particularly described in Exhibit "C" to the Plaint or such other organization of Flat Purchasers in the Building as may be permitted by the Competent Authorities;

- (i) This Hon'ble Court be pleased to order and direct Defendant No.1 to pay to the purchasers of flats in the Said Property more particularly described in Exhibit "C" to the Plaint or to the organization which will be formed by them as may be permitted by the Competent Authorities a sum of Rs. 10,00,00,000/- Rupees Ten hundred crores only up to the provisions of clause annexed hereto and marked as Exhibit "A" to the Plaint;
- (ii) This Hon'ble Court be pleased to order and direct Defendant No.1 to furnish on oath under the accounts of the amounts taken by Defendant No.1 from purchasers of flats in the Said Property more particularly described in Exhibit "C" to the Plaint on valid debit basis and to hand over the balance surplus in its hands to Defendant No.1 or the purchasers of flats in the Said Property more particularly described in Exhibit "C" to the Plaint or such other organization of Flat Purchasers in the Building as may be permitted by the Competent Authorities;
- (iii) This Hon'ble Court be pleased to order and direct Defendant No.1 to disclose on oath and provide copies of all the permissions and approvals obtained by Defendant No.1 from the MCGM and all the submissions for approval of plan sanction in time in respect of the Said Property more particularly described in Exhibit "C" to the Plaint, Intimation of Disapproval, Commencement Certificate, Part Occupation Certificate as also the proposed plans/ plans submitted by Defendant No.1 to MCGM for development of the larger property and the application and proposal submitted for such approvals;
- (iv) Issue an order and injunction restraining Defendant No.1, its officers, partners, tenants, agents or any person claiming through or under it from in any manner carrying out any construction on the Larger Property and/or any portion thereof including the Said Property more particularly described in Exhibit "C" to the Plaint contrary to the Layout and/or the plans approved on 11/04/2007;
- (v) Issue an Order and injunction restraining Defendant No.1, its officers, partners, tenants, agents or any person claiming through or under it from proposing or submitting any development plan in respect of and/or proceeding to the Larger Property and/or any portion thereof including the Said Land to the Municipal Corporation of Greater Mumbai or any planning



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30/04/07

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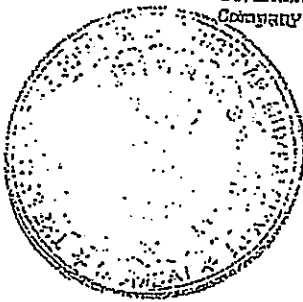


wholly without consent of all the purchasers in the Suit Property more particularly described in Exhibit "C" in the Pleat

- (a) issue an Order and injunction restraining Defendant No.1, its officers, partners, servants, agents or any person claiming through or under it or through or under any agency appointed by it from in any manner interfering with the use, utilization, occupation and management of, ingress to and from the Suit Property more particularly described in Exhibit "C" to the Pleat or any part or portion thereof in any manner whatsoever including use of all lifts, staircases and parking spaces;

In the above suit, the Plaintiffs have taken out Notice of Motion (N) No. 2631 of 2015 for interim reliefs. No reliefs are granted by the High Court in favour of the Plaintiffs. In view of the Arbitration agreement as contained in the Agreements For Sale, the Company filed an Application in the form of Notice of Motion No (N) 3322 of 2015 under section 8 of the Arbitration Act 1996 for referring the matter to the Arbitration as agreed between the Plaintiffs and the Company. The said Notice of Motion is pending for hearing and final disposal.

- 55. In response to our public notice no claim was received by us from any person/authority save and except a letter dated 30th December, 2015 from one Mr. J. S. Khatke alleging that the said property requires NOC from Revenue Department before any transfer. No details as to how the NOC from Revenue Department is required was furnished. In the said letter, it is contended that the tenure of land is "Taka Land Tenure". In this context it may be noted that the under the provisions of the Development Control Regulation 1991 as amended from time to time provides for development or re-development of lands of cotton textile mills on the terms and conditions as set out in Regulation 58. State Government has granted its necessary approval to the modernisation or shifting of cotton textile mills Scheme of the Company and the Monitoring Committee in terms in terms of Regulation 58 of the DCR 1991 to discharging its functions and are issuing guidelines to the Company in this regard from time to time. It is also material to note that the Regulation 58 (10) of the DCR 1991 provides that: Notwithstanding anything stated or omitted to be stated in these Regulations, the development or re-development of all lands in Greater Mumbai owned or held by all cotton textile mills, in respect of the operation or other status of the said mills or of land use zoning relating to the said lands or of the actual use for the time being of the said lands or of any other factor, circumstances or considerations whatsoever shall be regulated by the provisions of this Regulation and not under any other Regulation. In view of the said provisions, the fact that the State Government having permitted the modernisation of the Mill land of the Company under Regulation 58 (10) of DCR 1991 is mandated from time to



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ANNEXURE

That the issue of tenure of land being 'Fakir Land' tenure will be of no consequence.

20. The Company for the purpose of carrying on its business activities has raised finance from Banks and as and by way of security mortgages the said property. At present, the said property in parts is mortgaged in favour of Banks as and by way of security for the repayment of the loans availed by the Company as set out in Annexure 'C' hereto.

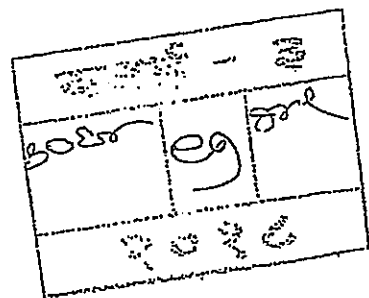
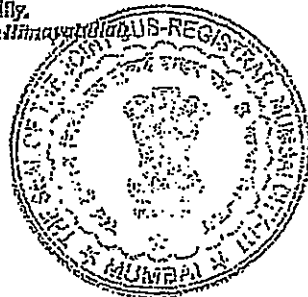
We are of the opinion that the Company is the owners of the said property after handing over advices of the portion of lands to MHBDA and MCGM and their title to the said property is clear, marketable and free from encumbrances save and except the mortgage created by the Company in favour of the Banks as recorded at the Sub Registrar of Assurance and the Registrar of Companies. In our view subject to what is stated hereinafter the Company is entitled to develop the said property in accordance with the approvals granted and/or to be granted by the Municipal Corporation of Greater Mumbai. In the course of our investigations, we do not find any defect in the title of the Company to the aforesaid immovable property.

In issuing this report we have ascertained the following:-

- a) that there are no agreements or other arrangements having contractual effect or otherwise modifying, altering and/or negating any of the terms or affecting the documents perused by us;
- b) that the information provided by the Company is accurate, not misleading and does not contain any misstatement.

DATED THIS 27th January, 2016

Yours faithfully,
For Nagesh (M) Shah, Chartered Accountant



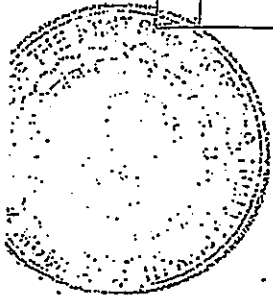
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ANNEXURE 'A'

Sr. No.	Division	Legal Case	Prayers	Current Position
I	Spring Mill (12 Badli workers)	Suresh Soma Surva V/s BDMC (Spring Mills) Application No 90 of 2002 & other 11 such similar individual cases. [Total 12 cases] 17th Labour Court, Mumbai	1) To declare that the opponent Company has not classified me as a permanent worker from 1st January 1995, which is an illegal change on the part of the Company. 2) To give directions to Opponent Company to classify him as a permanent worker from 1st January 1995 and pay all the consequential benefits accordingly.	Pending for final arguments. Matter filed on 5th February 2016.
II	Spring Mill (2 Badli workers)	(i) Writ Petition No. 2275/2012 Complaint No. 234/2007 Yasant Mahadno Padnekar V/s BDMC (Textile Mills) (ii) Writ Petition No. 2589/2012 Complaint No. 137/2007 Hojaram Chinchgharkar V/s BDMC (Textile Mills) Bombay High Court [2 Petitions]	Prayer in original Complaint: 1) To hold and declare that the Respondents have committed Unfair Labour Practice under Items 6, 9 and 10 of Schedule IV of the MRLU and PDLP Act, 1971. 2) To direct the Respondents to cease and desist from unfair labour practices. 3) To direct the Respondents to give status, all benefits and privileges as Permanent employee with effect from 1.01.2006	Matters admitted. No interim relief. W/O be listed for hearing in due course of time.
III	Spring Mill (14 Badli workers)	Appeal [C] No 26 of 2013 in Application No 2/2005 (Shantaram Shivram Patil V/s BDMC (Spring Mills) and other 13 such similar cases. [1 appeal in 14 original applications] Industrial Court	Prayer in original Application: 1) To declare the change which was made from 23-09-02 by the company is illegal. 2) To direct the opponent to withdraw the illegal change and provide work to the badli workers assuming that there were 205 posts in engineering department prior to agreement dated 20/7/2001.	Appeal pending for hearing and final disposal. Next due for hearing is 12.2.2016.



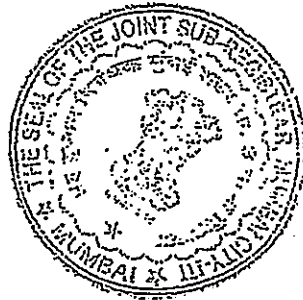
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		Mumbai	3) To direct the opponents to pay wages for the days on which they were sent home without getting work.	
IV	Spring Mill (24 Inch) works)	Wife Patil No. 1273/2005 Sarys Shramik Sanghatana V/s. PDMC (Spring Mills) Bombay High Court	2) To direct that the impugned order dated 25-11-04 passed by the Commissioner of Labour thereby giving permission to close down the Spring Mills thereof, be quashed and set aside.	For final hearing.

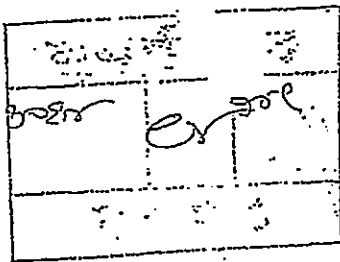
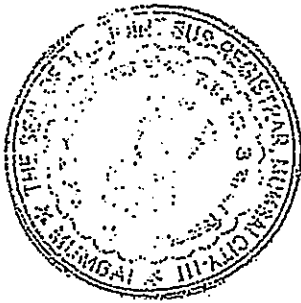


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ANNEXURE-B

Sr. No.	Details of the Litigation	Residing
1.	Revision Application	Before His Hon'ble Magister
2.	Writ Petition No 1004 of 2016 (In Rem) Petitioner vs The (Joint) Deputy Magistrate and others	High Court Bengal Appellate side
3.	Writ No (E) 906 of 2015 (In Rem) Petitioner and others vs The Danday Dyeing & Saculic (India) Composite Limited and others	High Court DRQ.

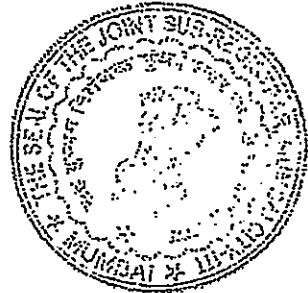


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ANNEXURE 'C'

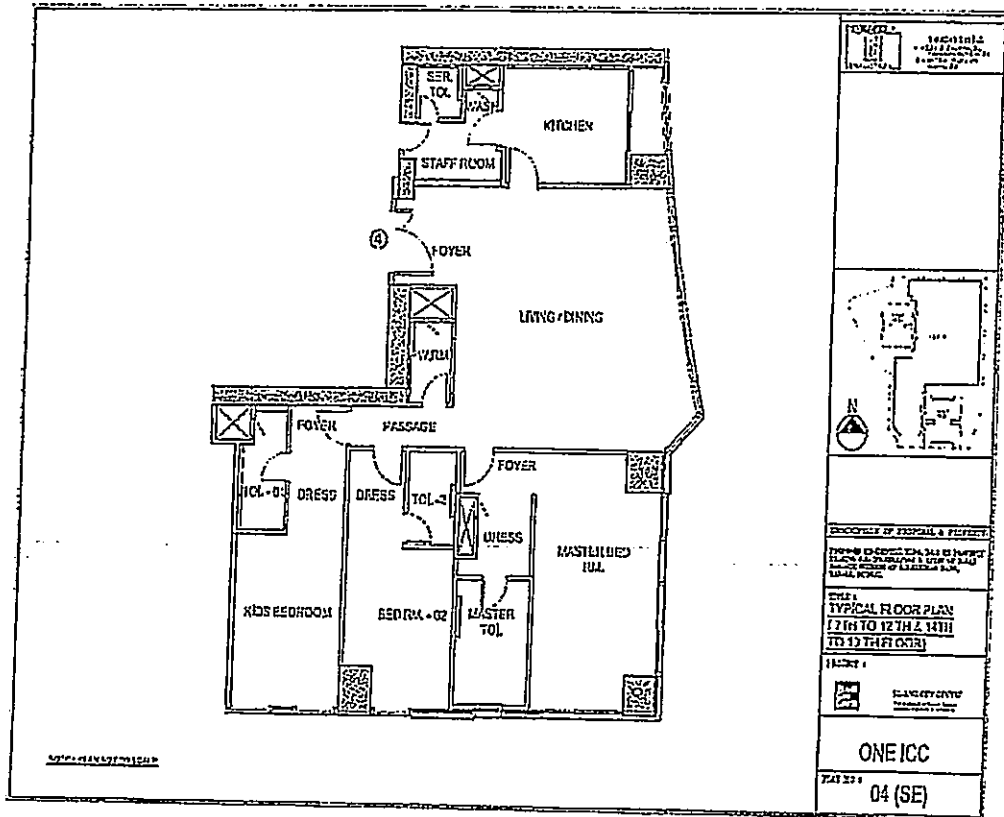
Sr. No.	Date of creation of security	Amount (Rs)	Terms/Details	To/Benefit of
1	15-02-2010	7,84,00,000/-	C.S. No. 120 adm 10000, 2024 adm. C.S. No. 1225 adm. 10000 610000	IDBI Bank Ltd
2	05-02-2017	62,40,00,000/-	1st paid pass charge on immovable property amounting to 13 crores of C.S. No 120 and 1225	Bank of Maharashtra & Reserve (Bank has released 625 crores out of 76,447 13 crores and executed deed of Modification & Exchange of mortgages. IDBI will have first pari passu charge on Spring field area 25617 13acre in credit facilities Rs 1,075,460,720/-)
3	15-07-2011	27,10,00,000/-	C.S. No. 120 adm 11,00,00,000/- C.S. No. 1225 adm 16,10,00,000/-	IDBI Bank Ltd
4	02-06-2012	25,00,00,000/-	IDBI Service Reserve Account - Reserve Account opened for depositing Receivables of the Project and other bank accounts relating to the Project including permitted investments, Receivables arising out of the Project including permitted investments, Receivables arising out of the Project of the IDBI and "Two IDBI" being constituted in land holding C.S. No. 225	IDBI Timeliness Services Ltd



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Annexure - 7
Typical Floor Plan of the Apartment



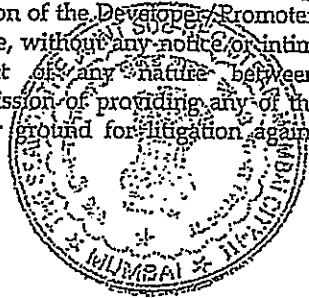
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Annexure - 8
AMENITIES IN THE APARTMENT *

Kitchen	International Modular Kitchen (excluding the white good and appliances)
Sanitary ware	International Sanitary Ware
CP fittings	International CP Fittings
Flooring in Living room	International Marble
Flooring in bedrooms	International Marble / Wooden Floorings
Integrated Home Automation.	Apartments capable to receive Home automation fitted by apartment owner (provision made)
Air conditioners	Air-conditioned residences except kitchen with Temperature control in each room.
Safety devices	Heat detector in Kitchen, sprinklers in each room.
Security	RFID card reader access to parking areas with boom barrier control
	Swipe card access to entrance lobby and lifts controlled access for visitors, CCTV monitoring in select common areas
Elevators	International High speed elevators

*The Amenities, designs, plans, specifications, facilities, dimensions and images etc. are only indicative and for representative purposes only and subject to the approval of the respective authorities and is subject to change as per the sole discretion of the Developer/Promoter . The Developer/Promoter reserves the right to change the same, without any notice or intimation. This does not constitute an offer and/or contract of any nature between the Developer/Promoter and recipient/buyer/purchaser. Omission of providing any of the said amenities or facilities shall not constitute breach and/or ground for litigation against the Developer/Promoter.



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3028	Elore
RERA	

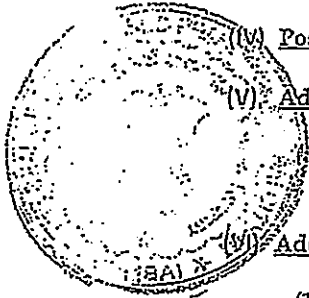
Annexures-9

- (I) Customer Id : 9100508
- (II) Apartment Details
- (i) Apartment : 904
- (ii) Floor : 9th
- (iii) Type of Apartment : 3 BHK
- (iv) RERA Carpet Area : 1955.67 sq. ft. (i.e. 181.69 sq. mtrs)
- Utility Area : 25.93 sq. ft. (i.e. 2.41 sq. mtrs)
- Net Carpet Area : 1982 sq. ft. (i.e. 184.13 sq. mtrs)
- (v) Car Parking Spaces : 2
- (vi) Building : ONE ICC
- (vii) Total Consideration is Rs. 8,27,96,882/- (Rupees Eight Crore Twenty Seven Lakh Ninety Six Thousand Eight Hundred Eighty Two Only)

(III) Schedule:

ACTIVITIES	Amount
On Booking	25,00,000
Within 30 days of Booking-Bal. of 10%	57,79,688
Within 60 days of Booking	74,51,719
On Agreementation	91,07,657
On Completion of Top Floor	5,38,17,973
On Possession	41,39,845
Total	8,27,96,882

For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded



(IV) Possession Date: 31st August 2019

(V) Address of Purchaser for Notices : 9/B, Bramha Jyoti Building
Chandavarkar Road,
Matunga
Mumbai 201 301

(VI) Additional Charges (Payable on or before the Possession Date.):

(1) Rs. 1,050/- (Rupees One Thousand Fifty only) Share application money and application entrance fee of the Condominium Charges as specified by the Company.

(2) Rs. 25,000/- (Rupees Twenty Five Thousand only) are being the expenses for formation and registration of the Society/Condominium.

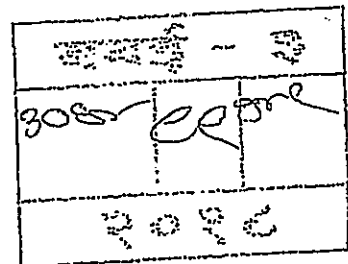
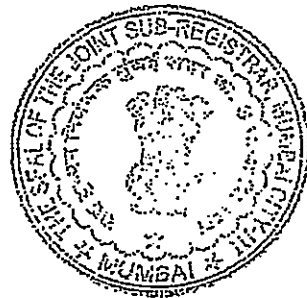
(3) Rs. 50,000/- (Rupees Fifty Thousand only) towards Legal Charges.

(4) Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) towards electric connection, water connection, transformer, cable, laying, other related charges.

(5) Rs. 15,00,000/- (Rupees Fifteen Lakh only) towards Club Membership Charges for 6 Members

- (6) Rs. 4,05,609/- (Rupees Four Lakh Five Thousand Six Hundred Nine Rupees only) towards provisional CAM Charges, in advance for a period of 24 months
- (7) Rs. 18,77,820/- (Rupees Eighteen Lakh Seventy Seven Thousand Eight Hundred Twenty Rupees only) towards Infrastructure Charges]
- (8) Rs. 5,00,000/- (Rupees Five Lakh only) towards provisional corpus with respect to the Condominium in respect of the Apartment.
- (9) Rs. 1,80,271/- (Rupees One Lakh Eighty Thousand Two Hundred Seventy One Rupees only) towards provisional Property Tax in respect of the Apartment in advance for a period of 24 months
- (10) Rs. 0/- (Rupees Zero only) towards the land/property reimbursement charges for the period of start of construction till the Possession Date.

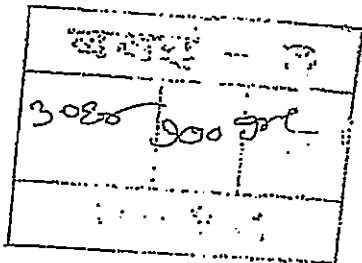
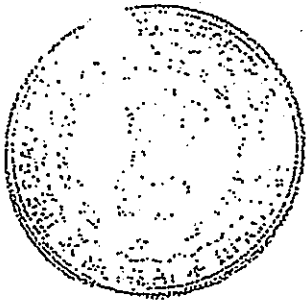
*GST or any other taxes will be extra as applicable.



Annexure - 10

Exclusive Amenities to Penthouse

1. The following amenities would be available exclusively to the purchaser of the penthouse and will not be available as common areas, facilities and amenities to all other apartment owners in the project:
 - a) 1 Number exclusive passenger lift with two sides opening for penthouse apartment owners, use only and
 - b) An exclusive double heighted main entrance lobby on ground floor for penthouse apartment owner with exclusive car parks adjoining to the said entrance lobby.
2. The following amenities shall be available as common areas, facilities and amenities to all apartment owners in the project:
 - a) 9 No's, Passenger Lift for all apartments in ONE ICC; and
 - b) One common double heighted main entrance lobby on ground floor for all apartment owners.



OFFICE OF CHIEF FIRE OFFICER
MUMBAI FIRE BRIGADE
MUNICIPAL CORPORATION OF GREATER MUMBAI
MUMBAI FIRE BRIGADE

**MUNICIPAL CORPORATION OF GREATER MUMBAI
MUMBAI FIRE BRIGADE**

No. FB/HRC/CITY/79
Date: 27/01/2015

SUB: N.O.C. stipulating Fire protection and Fire Fighting requirements for the construction of High Rise Residential ONE ICC, on plot bearing C.S. No. 223, 1/983 of Dadar Naigaon Division, at G. D. Ambekar Marg, under composite scheme for modernization as per modified DCR 58 (2) read with regulation 56 (6) (a) & (b) to the extent of existing built up area., Mumbai.
REF: i) Letter No. EB/605/ES/A, Dated 15.01.2014.
ii) M.F.B. No. HRC/City/80, dated 18.03.2014

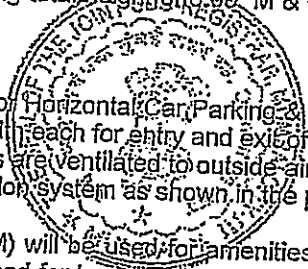
Ch. Eng. (D.P.)

This is a proposal of re-development u/s 58 of modified D. C. Regulation 1991 with fungible FSI under section 35(4). The Architect has proposed to construct High Rise Residential Building Known as ONE ICC and TWO ICC Both the building are having common three level basement (-10.50 M) + common ground floor + one common podium floor (+3.30 M) Thereafter building is divided into two buildings i.e. ONE ICC & TWO ICC, where ONE ICC is having Service floor (+ 7.80 M) + 1st to 53rd upper floors for residential user with a total height of 197.60 mtrs from general ground level up to terrace level, with first fire check floor between 18th & 19th floor at the height of 71.00 mtrs level, 2nd fire check floor between 38th floor & 39th floor at the height of 142.80 mtrs level and 1st Service floor between podium & 1st habitable floor (+7.80 M), 2nd service floor between 38th floor & 39th floor at the height of 140.80 mtrs level & Third service floor in between 49th and 50th floor (+182.00 M). With two club houses one of single storey & one of double storey are proposed above the podium having total height of 3.00 M & 6.80 from podium top level up to the top of the club house.

BASEMENT FLOORS:

The building is having three level basements mainly used for Horizontal Car Parking & services, accessible by 02 nos. of two way ramps each of 6.00 M. width each for entry and exit of car from ground floor to 3rd level basement. All three level basements are ventilated to outside air through side cut out, shaft and vent shaft and by mechanical ventilation system as shown in the plan.

Podiums/ Car Parking Floors: One level podium (+3.30 M) will be used for amenities as well as R.G. (part portion of North part of podium will be proposed for two club house one of single storey & one of double storey & the part portion of podium and R.G.). Podiums will be accessed by way of regular staircases and lifts of ONE ICC & TWO ICC.



FLOOR WISE DETAILS OF THE ONE ICC ARE AS UNDER:-

Floors	Floor wise uses
3 Basement Floor	Horizontal car parking, , Water Tank & Pump room, services. & toilet
2 Basement Floor	Horizontal Car parking, Pump room, water tanks, toilet & services
1 Basement Floor	Horizontal Car Parking, , garbage room, Panel room, DG Room, STP, water tank, toilet & services
Ground Floor	Stilt for Horizontal Car Parking, Double Height entrance lobby, sub station area, OWC, services, fire control room
Podium top	One club house with Lower level use For, Indoor Games, , kitchen; and Indoor Party Hall; entrance lobby, BOH, toilet, & upper level for A.V. room, meeting room, business center, BOH, toilet, café area, kitchen. Other club house having gym, entrance lobby, Changing Room, squash court, badminton court etc. Part

[Signature]
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21/1/15

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	podium is proposed for R.G.
Service floor	03 service floors at + 7.80 mtr., 140.80 mtr. & 182.00 mtr.
1 st to 4 th , 6 th to 11 th , 13 th to 18 th , 20 th to 25 th , , 27 th to 32 nd , 34 th to 39 th , 41 st to 46 th , 48 th and 49 th floors	4 Nos of Flats
5 th , 12 th , 19 th , 26 th , 33 rd , 40 th & 47 th Floors	3 Nos of flats + Refuge Area
50 th floor	02 nos. of duplex flats (lower level)
51 st floor	02 nos. of duplex flats (upper level)
52 nd floor	02 nos. of duplex flats (lower level)
53 rd floor	02 nos. of duplex flats (upper level)
Terrace above 53 rd Floor	Open to sky

DETAILS OF THE STAIRCASES & LIFTS ARE AS BELOW :
STAIRCASES OF ONE ICC:

Nos. of staircase	Width of staircase	Type	From to where
02 nos.	2.00 mtrs. each	Enclod	3rd basement to terrace level
06 nos.	1.50 mtrs. each	Enclod	3rd basement to ground level
01 no.	1.50 mtrs.	Enclod	3rd basement to upper level of club house.
02 no.	2.50 mtrs. each	Open	Ground level to podium level.

Building has been provided with two enclosed type staircase, both are having a flight width of 2.00 M. each. The lift lobby and common corridors are ventilated through mechanical ventilation as well as with emergency ventilation. Both the staircases and lifts are connected with each other by 2.53 M. wide passage at each floor level. The Architect has proposed four pent house of two level each with separate internal staircase with smoke check lobby and lift for each penthouse as shown in the plan.

The Staircase of the building core are diverted at the ground floor for entry to the basement level and having smoke check lobby for each basement and floor above with pressurization and staircases above ground floor are also naturally / mechanically ventilated. All other staircases other than the building core as shown in the plan are provided, for each zone entry in to the basements are with smoke check lobbies and pressurized at each level.

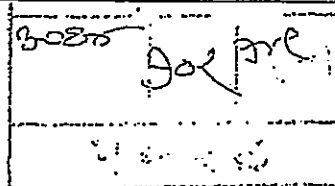
LIFTS PROPOSED FOR ONE ICC:

Nos. of lifts	Type of lifts	From to where
04 Nos	Parking lift	3 rd basement to ground floor
01 nos.	Service	Ground to 2 nd storey of club house
04 nos.	Service	1 st level basement to 53 rd floor
10 nos.	Passenger	Ground to 53 rd floor
01 nos	Service	3 rd basement to ground
01 nos	Service	1 st basement to ground

The lift lobby is provided with smoke check lobby at each floor level above ground and basement level are mechanically ventilated (pressurization)
One lift from each lift bank will be converted into Fire lift.

DETAILS OF RAMPS:

Nos. of ramps	Width (mtr.)	Direction	From to where
02 nos.	6.00 each	Two-way	Ground to 3 rd level basement



THE ARCHITECT HAS PROVIDED REFUGE AREA AS FOLLOWS

Floors	Refuge Area in sq. mtrs.		At height of refuge floor
	Required	Proposed	
5 th Floor	243.06	243.43	23.40 mtrs.
12 th Floor	243.06	243.43	47.20 mtrs.
19 th Floor	243.06	243.43	72.80 mtrs.
26 th Floor	243.06	243.43	96.60 mtrs.
33 rd Floor	243.06	243.46	120.40 mtrs.
40 th Floor	244.10	245.72	148.00 mtrs
47 th Floor	202.75	202.80	171.80 mtrs

In addition to that terrace of building will be treated as refuge area
 Refuge area beyond 4% shall be counted in FSI.

FIRE CHECK FLOORS PROPOSED AS UNDER:

First fire check floor in between 18 th & 19 th floor at the height of 71.00 mtrs level
Second fire check floor in between 38 th & 39 th floor at the height of 142.80 mtrs level

SERVICE FLOORS PROPOSED AS UNDER

First service floor in between podium & 1st habitable floor (+7.80 M)
Second service floor in between fire check floor & 36 th floor (+140.80 M)
Third service floor in between 49 th & 50 th floor (+182.000 M)

OPEN SPACES:

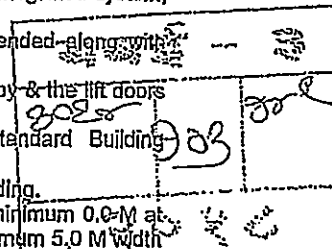
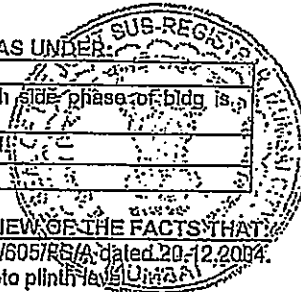
This is a Mill land abutting to junction of two roads one is of 30.00 mtrs wide G. D. Ambekar road on West side and another is of 13.40 mtrs wide Vilthal Mandir Road on South side. The proposed ONE ICC is accessible through 12.00 mtrs wide internal Layout Road. Open spaces around the building are as follows.

THE OPEN SPACES FOR ONE ICC AT GROUND LEVEL ARE AS UNDER:

North	33.25 m to 34.05 M & podium is flushed to bldg line.
South	An open to sky cut of 9.81 M wide for the entire south side phase of bldg is provided for fire appliances, within podium
East	Bldg line to podium- 74.71 M + 12.00 M wide internal road
West	20.37 M to 40.44 M. Bldg line & podium lines are flushed.

THE PROPOSAL HAS BEEN CONSIDERED FAVORABLY IN VIEW OF THE FACTS THAT:

- The building is already approved and issued I.O.D. u/no EB/805/REG/A dated 20-12-2014.
- C.C. is already Issued on dated 02.08.2010 for ONE ICC upto plinth level.
- The building will be protected with advance in built fire fighting system such as wet riser, hydrant system, fire alarm & fire detection system & sprinkler system, integrated system, voice evacuation system, public address system etc.
- Additional stand by pump to all the fire fighting systems is recommended along with regular fire, sprinkler, jockey and booster pump.
- The fire resistance rating for staircase F.R.D., Lift lobby / protected lobby & the lift doors as per N.B.C. provisions.
- Efficient P.A. system is recommended for entire building with standard Building Management System.
- Independent jockey pump for sprinkler system & wet riser system of building.
- The architect has provided fixed arched canopy on West side having minimum 0.0-M at the corner of the arch, to maximum 5.0 M width at the centre. The maximum 5.0 M width is facing staircase core which is inhabitable. The fire appliances available with this department can easily maneuver and stabilize for fire fighting and rescue operation on the same phase of the building, where the canopy is proposed, hence same is considered.



Signature of Architect
 Date: 20/12/14
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9. During the construction stage and before the final occupation the party has agreed to comply with the additional fire safety requirements from fire safety point of view, if any recommended by the CFO Department.

In view of the above as far as this department is concerned, there is no objection to grant N.O.C from Fire risk point of view for the proposed High Rise Residential Building Known as ONE ICC and TWO ICC Both the building are having common three level basement (-10.50 M) + common ground floor + one common podium floor (+3.30 M) Thereafter building is divided into two buildings i.e. ONE ICC & TWO ICC, where ONE ICC is having Service floor (+ 7.80 M) + 1st to 53rd upper floors for residential user with a total height of 197.60 mtrs, from general ground level up to terrace level, with first fire check floor between 18th & 19th floor at the height of 71.00 mtrs level, 2nd fire check floor between 38th floor & 39th floor at the height of 142.80 mtrs level and 1st Service floor between podium & 1st habitable floor (+7.80 M), 2nd service floor between 38th floor & 39th floor at the height of 140.80 mtrs level & Third service floor in between 49th and 50th floor (+182.00 M). With two club houses one of single storey & one of double storey are proposed above the podium having total height of 8.00 M & 6.80 from podium top level up to the top of the club house as per details shown on enclosed plans, signed in token of approval, subject to compliance of following requirements:-

1. ACCESS :

- All access & fire tender access should be free of encumbrances.
- There shall be no compound wall on the Road side. Entrance gate if provided shall be of not less than 6.00 meters width each shall be provided, at locations marked on the plan. Archways, if any over the entrance gates, shall have height clearance of not less than 6.00 mtrs.

2. ACCESS RAMP:

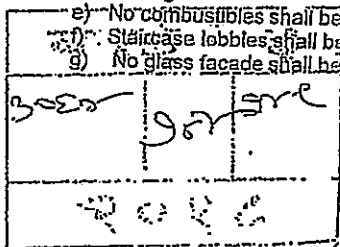
- Basements are provided with 02 nos. of two way ramps each of width 6.00 mtrs which will have entry at the ground level.
- The gradient of the ramp leading to the basement shall not be steeper than 1:10.
- The access provided to the basement shall be kept unobstructed.

3. COURTYARDS:

- The available courtyards, R.G. and all the sides from building line shall be paved suitably to bear the load of fire engines weighing up to 48 metric tons each.
- All the courtyards shall be in one plane.
- The courtyards shall be kept free from obstruction at all times.
- No structure of any type shall be permitted in courtyards of the building.
- There shall not be any trees obstructing fire appliances reach in compulsory open spaces, required as per DCR.

4. STAIRCASE:

- The staircase shall be of enclosed type i.e. not less than 2.00 mtrs as shown in the plan throughout its height and shall be naturally / mechanically ventilated & pressurized.
- Permanent vent for emergency at the top equal to 5 % of the cross sectional area of the staircase shall be provided.
- Openable sashes or R.C.C. grills with clear opening of not less than 0.5 sq. meter per landing on the external wall of the staircase shall be provided.
- Structural steel members connected to staircase shall be protected with fire retardant coatings.
- No combustibles shall be kept or stored in staircase / passages.
- Staircase lobbies shall be provided with smoke check lobby and shall be pressurized.
- No glass facade shall be permitted at the external face of the staircase.



THE TERRACE DOOR MANNER AS FOLLOWS:

1. The top half portion of the doors shall be provided with louvers.
2. The latch-lock shall be installed from the terrace side at the height of not more than 1 mtrs.
3. The glass front of 6 inch diameter with the breakable glass shall be provided just above the latch-lock, so as to open the latch in case of an emergency by breaking glass.
4. The door shall either be fitted with magnetic lock connected to console and detected system or shall be synchronized with fire detection and alarm system.

5. CORRIDOR / LIFT LOBBY :

- a) Corridor / lift lobby at each floor level shall be mechanically ventilated with emergency ventilation facility at each floor level & pressurized.
- b) The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.
- c) Proper signages for way to staircase, escape routes, staircase, floor nos. etc. shall be provided at each floor of building.
- d) Portable lights / Insta lights shall be provided at strategic locations in the staircase and lift lobby

6. STAIRCASE AND CORRIDOR LIGHTINGS:

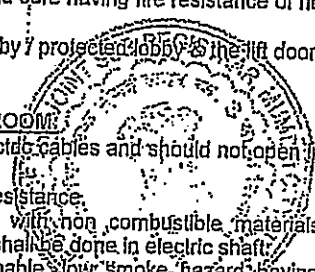
- a) The staircase and corridor lighting shall be on separate circuits and shall be independently connected so that they could be operated by one switch installation on the ground floor easily accessible to fire fighting staff; at any time irrespective of the position of the individual control of the light points, if any.
- b) Staircase and corridor lighting shall also be connected to alternate supply.
- c) Double throw switches should be installed to ensure that lighting in the staircase and the corridor do not get connected to two sources of supply simultaneously. A double throw switch shall be installed in the service room to terminate the stand-by supply.
- d) Emergency lights shall be provided in the staircases/corridors.

7. FLAT ENTRANCE, KITCHEN DOORS & EXIT / ENTRANCE STAIRCASE

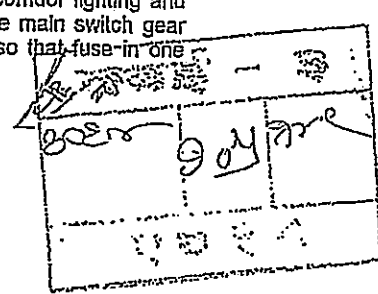
- a) Flat entrance and kitchen doors if any shall be of solid core having fire resistance of not less than one hour (solid wood of 45 mm thickness.)
- b) The fire resistance rating for staircase F.R.D., Lift lobby / protected lobby & the lift doors as per N.B.C. provisions.

8. ELECTRIC CABLE SHAFTS, SERVICES & METER ROOM

- a) Electric cable shafts shall be exclusively used for electric cables and should not open in staircase enclosure.
- b) Inspection doors for shafts shall have two hours fire resistance.
- c) Electric shafts shall be sealed at each floor level with non-combustible materials such as vermiculite concrete. No storage of any kind shall be done in electric shaft.
- d) Electric wiring / cable shall be non-toxic, non-flammable, low smoke hazard having copper core / fire resistance for the entire building with provision of ELCB/MCB.
- e) Electric meter room shall be provided at location marked on the plan. It shall be adequately ventilated & easily accessible.
- f) Electric wiring shall be having copper core having the fire resistance and low smoke hazard cables for the entire bldg., with the provision of ELCB/MCB. Low and medium voltage wiring running in shaft and in false ceiling should run in separate conduits;
- g) Water mains, telephone lines, intercom lines, gas pipes or any other service line should not be laid in the duct for electrical cables; use of bus bar/solid rising mains instead of cables is preferred.
- h) Separate circuits for fire fighting pumps, fire lifts, staircases and corridor lighting and blowers for pressurizing system shall be provided directly from the main switch gear panel and these circuits shall be laid in separate conduit pipes, so that fuse in one



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circuit will not affect the others. Such circuits shall be protected at origin by an automatic circuit breaker with its no-volt coil removed.

- j) a. The Master switches controlling essential service circuits shall be provided in the Fire Control room and shall be clearly labeled and operations of the same shall be carried out only by trained personnel or Fire Brigade personnel.
- k) b. The manual control for the change over switch from main to D.G. Set/ other sub station alternate supplies shall be provided in the Fire Control room.
- l) c. Emergency electrical services / switches shall be provided in the Fire Control room.

9. FALSE CEILING (if provided):

False ceiling if provided in the building shall be of non combustible material. Similarly, the suspenders of the false ceiling shall be of no combustible materials.

10. MATERIALS FOR INTERIOR DECORATION/FURNISHING

The use of materials which are combustible in nature and may spread toxic fume/gases should not be used for interior decoration/furnishing, etc.

11. ESCAPE ROUTE FROM FLAT TO STAIRCASE (Corridor / Lift Lobby) :

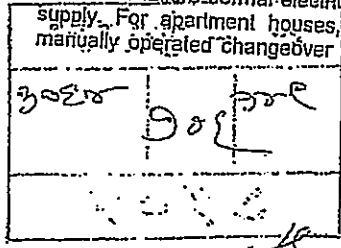
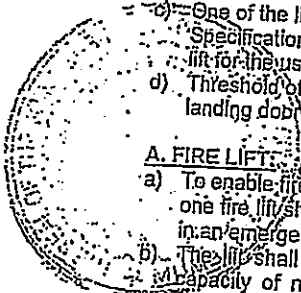
- a) Corridor / lift lobby at each floor level shall be ventilated to outside air, as shown on the plan. This natural ventilation shall not be blocked / obstructed by partition etc.
- b) All lifts, lift lobbies & common corridors shall be pressurized in the event of fire at each floor. The positive pressure in these lift shafts should be maintained 50 Pascal and enclosed lift lobbies should be maintained 25 Pascal.
- c) Proper signages for way to staircase, escape routes, staircase, floor nos, etc. shall be provided at each floor of building.
- d) Location / layout plan of each floor shall be on walls of each floor at lift lobby etc.

12. LIFT:

- a. Walls enclosing lift shaft shall have a fire resistance of not less than two hours.
- b. Shafts shall have permanent vent of not less than 0.2 sq. mtrs in clear area immediately under the machine room.
- b) Landing doors and lift car doors of the lifts shall be of steel shuttered with fire resistance of one hour. No collapsible shutter shall be permitted.
- c) One of the lift from each lift bank shall be converted into fire lift and shall be as per specifications laid down under the regulations, a toggle switch shall be provided to this lift for the use of Firemen.
- d) Threshold of non combustible material shall be provided at the entrance of each landing door.

A. FIRE LIFT:

- a) To enable fire services personnel to reach the upper floors with the minimum delay, one fire lift shall be provided, and shall be available for the exclusive use of the firemen in an emergency.
- b) The lift shall have a floor area of not less than 1.4 sq. mtrs. It shall have loading capacity of not less than 545 k.g. (08 persons lift) with automatic closing doors of minimum 0.8-m. width.
- c) The electric supply shall be on a separate service from electric supply mains in a building and the cables run in a route safe from fire, that is within the lift shaft. Light & fans in the elevators having wooden paneling or sheet steel construction shall be operated on 24 volt supply.
- d) Fire lift should be provided with a ceiling hatch for use in case for emergency. So that when the car gets stuck up, it shall be easily openable.
- e) In case of failure normal electric supply, it shall automatically changeover to alternate supply. For apartment houses, this changeover of supply could be done through manually operated changeover switch. Alternatively, the lift shall be so wired that in



16. SMOKE MANAGEMENT SYSTEM.

- a) Escape routes like staircase, common corridor, lift lobbies, etc. shall not be used as return air passages.
- b) Direct expansion system shall not be used.
- c) The ducting shall be constructed of substantial gauge/metal in accordance with IS: 655:1963 metal air duct (devised).
- d) Wherever the ducts pass through fire walls or floors, the opening around the ducts shall be sealed with fire resisting material such as vermiculite concrete or glass wool. A.C. ducting shall not pass through staircase wall.
- e) Metallic ducts shall be used even for return air instead of space above false ceiling.
- f) The material used for insulating the ducts (inside or outside) shall be of non combustible type such as glass wool or spun glass with neoprene facing etc.
- g) A.H.U.s shall be provided of adequate size and shall be separate for each floor and air ducts for each floor/each theatre shall be separate and in no way inter connected with the ducting of any other floor.
- h) Automatic fire dampers shall be provided at the inlet of fresh air duct and the return air duct of each compartment on every floor. They shall be so arranged as to close by gravity in the direction of air movement and to remain tightly closed upon operation of a smoke detector.
- i) Air filters of A.H.U.s shall be of non combustible material.
- j) A.H.U. room shall not be used for storage of any combustible material and shall be provided with half an hour fire resistance door.
- k) Inspection panel shall be provided in main trunking to facilitate the cleaning of the duct of accumulated dust and to obtain access for maintenance of fire dampers.
- l) No combustible material shall be fixed nearer than 15 cms. To any duct unless such duct is properly enclosed and protected with non combustible material (glass wool) or spun glass with neoprene facing wrapped with aluminium foil of atleast 3.2 mm thick and which does not readily conduct heat.
- m) The AHU system shall be switch off automatically when either sprinklers system or detector system operate.
- n) There shall be adequate arrangement of smoke and fire venting and enclosure of service duct etc.

17. FIRE FIGHTING REQUIREMENTS:

(i) UNDER-GROUND WATER STORAGE TANK:

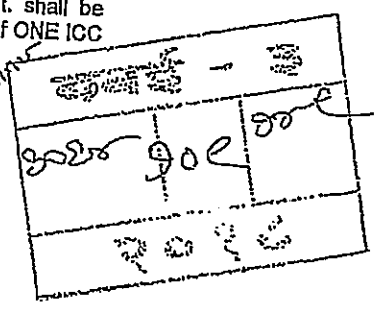
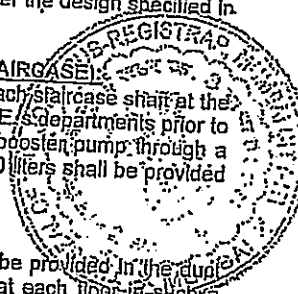
An underground water storage tank of 3,00,000 liters capacity shall be provided for Wet riser & sprinkler system at the location marked in the plan, as per the design specified in the rules with baffle wall and fire brigade collecting breaching.

(ii) OVERHEAD TERRACE WATER STORAGE TANK (EACH STAIRCASE):

An another tank of 50,000 liters capacity shall be provided on each staircase shaft at the terrace level, the layout of which shall be got approved from H. E.s departments prior to erection. The tank shall be connected to wet risers through a booster pump through a non-return valve gate valve. Also, break pressure tank of 50,000 liters shall be provided at 2nd service floor.

(iii) WET RISER:

Wet riser of internal dia. of 15 cms. of G.I. 'C' Class pipe shall be provided in the ducts adjoining the staircase with double hydrant outlet & hose reel at each floor in such a way as not to reduce the width of the common corridor. Pressure reducing discs or orifices shall be provided at lower level, so as not to exceed the pressure of 5.5 kgs. per sq. cms. The wet risers shall be extended from lower basement up to topmost floor/terrace level. Wet riser outlet and hose reel at a distance of 100 ft. shall be provided on periphery of all podium / parking floors. The wet-riser system of ONE ICC & TWO ICC buildings shall be interconnected.



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(iv) FIRE SERVICE INLET:

- a) A fire service inlet on the external face of the building near the tank directly fronting the courtyards shall be provide to connect the mobile pump of the fire service independently to a) the wet riser, b) sprinkler system & c) drencher system.
- b) Breaching connection inlet shall be provided to refill U.G. tank,
- c) Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor or Fire control room at 2nd podium level.

(v) AUTOMATIC SPRINKLER SYSTEM :

The Automatic sprinkler system shall be provided in entire building including each flat, lift lobby & common corridor at each floor level, basements and car parking area as per the standards laid down by T.A.C. or relevant I.S. specifications.

(vi) AUTOMATIC SMOKE DETECTION SYSTEM:

Lift machine room, electric meter room, lift lobby & common corridor at each floor level, control room etc. shall be protected with Automatic smoke detection system with main console panel at ground floor level.

(vii) DRENCHER SYSTEM: (FOR ALL FIRE CHECK FLOORS and PODIUM)

Drencher system should be provided on the periphery of Fire check floor of the building, top of the podium floor and should be connected to the main sprinkler pump as per the standard laid down in relevant I.S. Specifications.

(viii) FIRE PUMP, BOOSTER PUMP, SPRINKLER PUMP AND JOCKEY PUMP:

- a) Wet-riser shall be connected to a fire pump at third basement level of capacity of not less than 2800 liters/min. capable of giving a pressure of not less than 3.2 kgs/ sq. cms. at the top most hydrant.
- b) Booster pump of 900 liters/min. capacity giving a pressure of not less than 3.2 kgs./ sq. cms. at the top most hydrant out let of the wet-riser shall be provided at the terrace level and at second service floor.
- c) Sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.
- d) Electric supply (normal) to these pumps shall be independent circuit.
- e) Separate jockey pump shall be provided to Wet riser system to keep system pressurized.
- f) Operating switches for booster pumps shall be also provided in glass fronted boxes at ground floor and on terrace level.
- g) Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.
- h) The fire pumps provided shall be surface mounted type or vertical turbine mounted type and not submersible type.

(ix) RATE OF RISE DETECTORS:

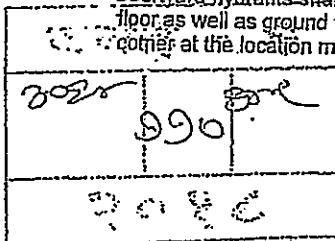
Rate of rise detectors shall be installed in the hot areas i.e. kitchen, pantry, etc and same shall be connected to main console at ground floor level.

(x) STAND BY PUMP :

Diesel operated stand pumps shall be provided as per N.B.C.

(xi) EXTERNAL HYDRANTS:

Courtyard hydrants shall be provided at distance of 30.00 mtrs each at top of podium floor as well as ground floor within the confines of the site of the wet riser-cum-down courtier at the location marked on the plan.



corner at the location marked on the plan.

(xii) **ALTERNATE SOURCE OF POWER SUPPLY AND D.G. SET :**

An alternate source of L.V./ H.C. supply from a separate sub station as well as D.G. Set with appropriate change over switch shall be provided for fire pumps, sprinkler pump, booster pump, staircase and corridor lighting circuits, manual fire alarm system & P.A. system. It shall be housed in a separate cabin.

(xiii) **PORTABLE FIRE EXTINGUISHERS :**

- a) Two Dry Chemical Powder (A.B.C.) type fire extinguisher of 9 Kgs. Capacity having I.S.I. certification mark and two buckets filled with dry, clean sand shall be kept in Electric Meter Room as well as Lift Machine Room.
- b) Twenty dry chemical powder (class ABC) type fire extinguishers each of 9 Kgs. Capacity each & with ISI mark and four buckets of dry, clean sand shall be kept on podium floor at prominent places including club house.
- c) One Dry Chemical Powder fire extinguisher ABC type of 6 Kgs. Capacity each shall be kept for every 100 Sq.Mt. area in each level of basement.

(xiv) **FIRE ALARM SYSTEM/ FIRE DETECTION SYSTEM :**

- a) The building shall be provided with intelligent analog addressable fire alarm system with microprocessor based main control panel at ground floor level and addressable call points and hooters at each floor level. The design of fire alarm system shall be in accordance with I.S. specification and based on NFPA 72 guidelines (as per 2010 edition).
- b) The addressable fire alarm system shall be equipped with the latest evacuation features such as digital voice evacuation capabilities, fire fighters telephone system, directional sounders etc. The main entry / exit points shall be provided with fire fighters interactive interface to enable viewing of critical information in event of fire.
- c) All basements, podiums shall be provided with intelligent multi sensor detectors connected to the main fire alarm panel. This is to avoid nuisance alarm caused due to smoke emission from the vehicles of the car parking.
- d) Appropriate fire detection system shall be installed in kitchen areas.
- e) Access control system, close circuit cameras shall be installed in the entire building & connected to B.M.S. control at reception.

(xv) **PUBLIC ADDRESS SYSTEM:**

The entire building shall be provided with the public address system in common areas as per the with main control operator at console panel at ground floor reception area.

(xvi) **SIGNAGES:**

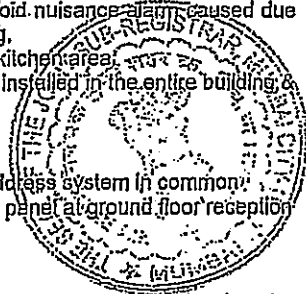
Self glowing/fluorescent exit signs in green color shall be provided showing the means of escape for entire building.

(xvii) **BREATHING APPARATUS SETS:**

Two Self contained Compressed Air Breathing Apparatus sets of 45 minutes duration each shall be kept in the fire control room & two Self contained Compressed Air Breathing Apparatus sets of same capacity shall be kept in refuge area in consultation with C.F.O.

(xviii) **VOICE EVACUATION SYSTEM:**

The voice evacuation system shall be integrated to Fire Alarm system so as to facilitate the co-ordination activities in case of fire emergencies. The actuation of the fire alarm control panel shall automatically activate the Voice Evacuation system. A



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pre-recorded message shall be broadcast on the affected floor, one floor below & two floors above the affected floor.

(xix) INTEGRATED SYSTEM:

The entire fire fighting system shall be of the type "Integrated Building Automation System" combining all the systems. Flasher light shall be installed at the top of the building which will be switched on in case of incident of fire in that building to indicate involvement of building in fire. It will also help the incoming fire brigade appliances to reach the spot in time without delay.

(xx) DETECTOR SYSTEM:

L.P.G. / C.N.G. detector system shall be installed in basement area.

(xxi) EMERGENCY ESCAPE ROUTE PLAN:

Emergency exit route plan framed in glass shall be displayed in the common corridor, cross passages, staircase/lift lobbies of each floor level.

(xxii) FIRE DRILLS / EVACUATION DRILLS:

Fire Drills and evacuation drills shall be conducted regularly in consultation with Mumbai Fire Brigade and log of the same shall be maintained.

(xxiii) LOWERING DEVICE:

Controlled Lowering device or external evacuation system, as approved by CFO, shall be provided.

- a) External electro hydraulically operated ascending and descending evacuation system having minimum 8 persons capacity with entry and exit at each floor level which is connected to the common lobby (staircase / lift).
- b) The lowering device shall be installed on the external face of the building from terrace with guide line, along with cabin and should be used for ascending & descending.
- c) The electric supply for the same shall be from emergency as well as alternate source of electric supply for separate back up emergency power supply
- d) The said device shall be operational from the cabin as well as from ground level (preferably by remote control) by the operator.
- e) Controlled lowering device/ external evacuation system shall conform to the relevant NFPA Codes and shall be certified by U.L.

(xxiv) FIRE CURTAIN:

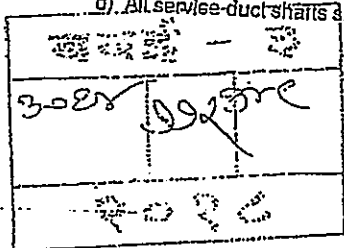
- a) The fire curtain provided for entry/exit at basements from one compartment to other shall be of four hours fire resistance.
- b) Fire curtain shall operate on activation of Detector/ suppression system or automatically of that particular zone.

(xxv) WATER CURTAIN:

Water curtain system should be provided at the entrance to the basement from ramp at each exit and should be connected to the main sprinkler pump as per the standard laid down in relevant I.S. Specifications.

18. SERVICE DUCT:

- a) All service ducts shall be of 2 hr. fire resistance.
- b) Inspection door of the service ducts shall have 2 hr. fire resistance.
- c) Duct for water service, drainage line, shall be separate from that of electrical cable duct.
- d) All service-duct shafts shall be sealed at each floor level with non combustible



materials such as vermiculite concrete. No storage of any kind shall be done in the shaft.

19. FIRE CHECK FLOOR :

- a. Fire check floor shall be provided at every 70.00 mtrs. height of the building.
- b. Fire check floor shall be open on all sides which serves as fire separation floor
- c. Fire check floor shall be properly accessible from common areas.
- d. Fire check floor shall not be allowed to be used for any other purpose and it shall be the responsibility of the owner / occupier to maintain it the same clean and free of encumbrances and encroachments at all times.
- e. Height of the fire check floor shall not be more than 1.8 mtrs.
- f. Periphery of the Fire Check floor shall not be enclosed.
- g. Fire Drenchers shall be provided at the periphery of the each fire check floor externally.

20. TRAINED OFFICER / SECURITY GUARDS:

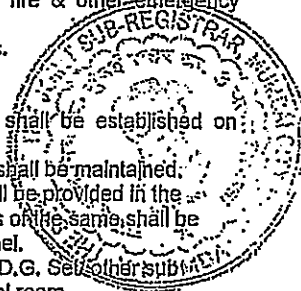
- a) A qualified full time fire officer with experience of not less than 3 years shall be appointed who will be available on the premises at all times. Alternative full time qualified fire officers working in shift duty system shall be placed round the clock on the premises.
- b) The trained security / fire supervisor along with trained staff having basic knowledge of fire fighting & fix fire fighting installation shall be provided / posted in the building.
- c) Maintenance of all the first aid fire fighting equipments, fixed installations & other fire fighting equipments / appliance in good working condition at all times.
- e) Imparting training to the occupants of the building in the use of firefighting equipment provided on the premises & kept them informed about the fire & other emergency evacuation procedures.
- f) To liaise with the City Fire Brigade on regular & continual basis.

21. FIRE CONTROL ROOM :

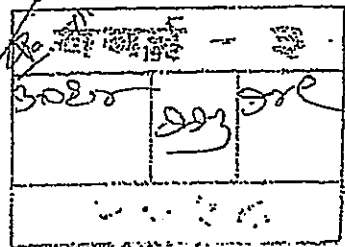
- a) Separate Fire Control room with well qualified man power shall be established on ground floor.
- b) Plan of each floors indicating means of egress as well escape shall be maintained.
- c) i. The Master switches controlling essential service circuits shall be provided in the Fire Control room and shall be clearly labeled and operations of the same shall be carried out only by trained personnel or Fire Brigade personnel.
ii. The manual control for the change over switch from main to D.G. Set or other sub station alternate supplies shall be provided in the Fire Control room.
iii. Emergency electrical services / switches shall be provided in the Fire Control room.

22. GLASS FAÇADE REQUIREMENTS FOR ONE ICC BLDG:

- 1) An opening to the glass façade of min width 1.5 m & height 1.5 m shall be provided at every floor at a level of 1.2 m from the flooring facing compulsory open space as well as on road side. Minimum one such opening shall be provided at the interval of every 15 m - Mechanism of Opening - The openable glass panel shall be either left or right hinged to facilitate approach of the rescue cage / ladder. Similarly this portion shall have manual opening mechanism from inside as well as outside. Such openable panels shall be marked conspicuously so as to easily identify the openable panel from outside.
- 2) Distance between the external wall (glass/brick) and glass façade shall not be more than 300 mm.
- 3) The smoke seals / barriers between building wall and façade shall be provided at every floor level in the form of non-combustible material / vermiculite cement.
- 4) Glass façade blocking the area of staircase, lift lobby and corridor shall be kept openable. Pressurized system of the staircase / lobby shall be synchronized with opening mechanism.



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- 5) The glazing used for the façade shall be of toughened (tempered) safety glass as per I.S. 2553, Part 1 or laminated safety glass as per I.S. 2553- Part 1, satisfying stability criteria.
- 6) Automatic Dry type water curtain system shall be provided at every floor level from inside of the façade.
- 7) Openable vent of 600 mm height to be installed below ceiling level or false ceiling (if provided) – The openable vent of minimum 2.5 % of the floor area shall be provided. It shall be of minimum 600 mm depth below ceiling / false ceiling or full length on the periphery of the façade whichever is less – Openable mechanical devices for the said vent shall be located at 1.2 m height from the flooring level. The openable vent can be pop out type or bottom hinged provided with fusible link opening mechanism and shall also be integrated with automatic smoke detection system.

OR

Alternate vertical glass panels of the façade shall be openable type with the mechanism mentioned above in order to ventilate the smoke.

- 8) Refuge area covered with the glass façade shall have all the panels openable (either left or right hinged) both from inside as well as outside.

23. REFUGE AREA :

- i) Refuge area provided on 5th, 12th, 19th, 26th, 33rd, 40th & 47th floor levels of the building shall be conforming to the following requirements

Manner of refuge area

- a) The refuge area shall be so located that it shall preferably face the access road of the building.
- b) The refuge area shall be provided with railing / parapet of 1.20 mt.
- c) The refuge area shall have a door which shall be painted or fixed with a sign in luminous paint mentioning "REFUGE AREA"
- d) The lifts shall not be permitted to open into the refuge areas.
- e) The refuge area provided within building line shall be accessible from common passage/ staircase.

ii) Use of refuge area :

- a. The refuge area shall be earmarked exclusively for the use of occupants as temporary shelter and for the use of Fire Brigade Department or any other organization dealing with fire or other emergencies when occur in the building and also for exercises/drills if conducted by the Fire Brigade Department.

- b. The refuge areas shall not be allowed to be used for any other purpose and it shall be the responsibility of the owner/occupier to maintain the same clean and free of encumbrances and encroachments at all times.

iii) Facilities to be provided at refuge area

Adequate emergency lighting facility shall be provided.

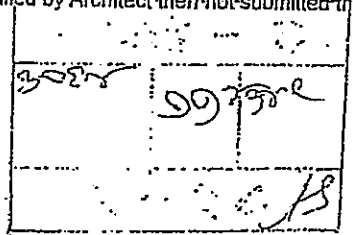
iv) Terrace floor as a refuge floor:

- a. The necessary facilities such as emergency lighting, drinking water etc. shall be provided.
- b. The access door/s from the enclosed staircase/s to the terrace floor shall have louvers at top half portion of the door. The entrance doors to the terrace shall be painted or fixed with sign painted in luminous paint mentioning "REFUGE AREA".

- v) Excess refuge area beyond 4% shall be counted in FSI.

The party has already paid Scrutiny Fees of Rs. 26,99,060.60/- vide SAP DOC o-1000890945 Dated 22.06.2011 on the total gross built up area of 1,34,953.03 sq. mtrs. as certified by Architect then not submitted the corrected plans for approval.

Further the party has already paid Scrutiny Fees of Rs. 69,190/- vide SAP Doc. No. 1001331103 Dated 28.01.2013 on the total gross built up area of 1,10,730.00 sq. mtrs. as certified by Architect then not submitted the corrected plans for approval.

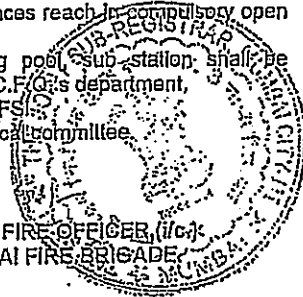


Now the architect has certified the gross built up area as 97,645.00 sq. mtrs and hence paid the additional Scrutiny Fees of Rs. 2,58,744.40/- vide Receipt No- 2795651 & SAP Doc. No. 1001889414 Dated 09.10.2014 at the rate of Rs.31/- per sqm, on the total gross built up area of 97,645.00 sq. mtrs, as certified by the architect.

However E.E.B.P. (City) is requested to verify the gross built up area and Inform this Department if it is more for the purpose of levying additional Capitation Fee, if necessary.

Note:

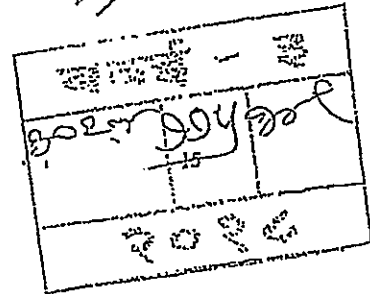
- (i) The schematic drawings/plans of sprinkler system, smoke detection system, Rate of rise detection system, Wet riser system, Public Address system etc. shall be got approved from CFO prior to installation.
- (ii) The passive and active fire safety measures / installation shall be carried out by approved licensed agency.
- (iii) Necessary permission if any for glass or any cladding / facade shall be obtained from concerned department & M.C.G.M.'s / C.F.O's department till then shall not be allowed to use.
- (iv) This NOC is issued from fire safety point of view only & all civil engineering side including area calculation shall be scrutinized, verify & confirm by the E.E.B.P.(city)
- (v) E.E.B.P.(City) requested to scrutinized the plans as per amended DCR & verify civil work and all other requirements pertaining to civil Engineering side including open spaces, corridors, staircases, amendments, height, refuge area in sq. mtrs. & floor occupancy of the building. E.E.B.P. (City) is also requested to verify 6.00 mtrs. wide open spaces & R.G. as per the Directives of Hon.M.C.'s office order No. MGC/A/6647 dated 23.12.2013 & orders of Hon. Supreme Court. And if these plans, given open space & R.G. is not approvable then this NOC shall be treated as cancelled & refer back to this department for revised NOC also till then further process of issuing IOD & C.C. shall not be permitted.
- (vi) There shall not be any trees obstructing fire appliances reach in compulsory open spaces, required as per DCR.
- (vii) Necessary permission for club house, swimming pool, sub-station shall be obtained from concern department and M.C.G.M. / C.F.O's department.
- (viii) Excess refuge area (above 4%) shall be counted in FSI.
- (ix) This NOC is subject to approval by High Rise technical committee.



CHIEF FIRE OFFICER (i/c)
MUMBAI FIRE BRIGADE.

Copy to: i) E.E.B.P. (City)
ii) M/s. S. V Thakker & Associates
Architect Mumbai.

CHIEF FIRE OFFICER (i/c)
MUMBAI FIRE BRIGADE.



AS

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
AMBISH D. SAVLA
DIKESH SAVLA
25/06/1984
Permanent Account Number
AYAPS2788F
Signature

Ambish D. Savla

Ambish D. Savla

कृपया ध्यान दें, इस को कार्ड पर / जहां इस कार्ड मिलने पर
 अपनी प्रतिलिपि करें / लीजिए।
 अल्पकालीन कृपा कृपया, या एक को पर
 वापस भेजिए, ईड पर, ए डि, प्रस्ताव विभाग कार्यालय
 एन. सी. रोड, लोकर पोल, मुंबई - 400 013.

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 please inform / return to :
 Income Tax PAN Services Unit, NSDL,
 3rd Floor, Trade World, A Wing,
 Kamla Mills Compound,
 S. B. Marg, Lower Parel, Mumbai - 400 013.
 Tel: 91-22-2499 4650; Fax: 91-22-2495 0564,
 email: it@nsdl.com



आयकर - 3
 2025/06/1984
 25/06/1984

DL No. MH01 20928049977
Valid Till: 29-10-2022 (NT)

DOI: 30-10-2002



AUTHORISED TO DRIVE ALL CLASS
OF VEHICLES THROUGHOUT INDIA
COV
DOI
MCWG 30-10-2002
LAW 30-10-2002



DOB: 25-06-1984 BG:-
Name: AMRISH SAVLA
SON OF DINESH SAVLA
Add: S22 BRAHMA JYOTI C-351
CHARDERKAR ROAD, MATUNGA,
MUMBAI
PIN: 400018
Signature & ID of Issuing Authority: MH01 2013209

Signature/Thumb Impression of Holder

भारत सरकार
GOVERNMENT OF INDIA

अमरिष दिनेश सावला
Amrish Dinesh Savla
जन्म तारीख/DOB: 25/06/1984
पुरुष / MALE



Amrish Savla



लोकार्पण सार्वजनिक निवेदनपत्र 2014
महाराष्ट्र
विजाऊप अभयारण्य, अमरिषी: 180 - महाका
महाराष्ट्र शासनाच्या अमरिषी: 29 - मुंबई येथील सार
पत्र क्र: 16 महाराष्ट्र 2022
प्राप्तकर्त्याचे नाव: सावला अमरिष दिनेश
पिता: दशरथ
पत्नीचे नाव: सुषमा
जन्मतारीख: 25/06/1984
१) पुरुष
२) पुरुष

१) पुरुष, जन्मतारीख - 25/06/1984
२) पुरुष, जन्मतारीख - 25/06/1984
३) पुरुष, जन्मतारीख - 25/06/1984

महाराष्ट्र शासनाच्या २६/०६/२०१४ मधील
महाराष्ट्र शासनाच्या २६/०६/२०१४ मधील
२०१४ मधील महाराष्ट्र शासनाच्या २६/०६/२०१४ मधील
२०१४ मधील महाराष्ट्र शासनाच्या २६/०६/२०१४ मधील

महाराष्ट्र शासनाच्या २६/०६/२०१४ मधील
महाराष्ट्र शासनाच्या २६/०६/२०१४ मधील

२०२२

MAHARASHTRA Motor Vehicles Department
LEGEND FOR CLASS OF VEHICLES (COV)

S.No	COV	DESCRIPTION	S.No	COV	DESCRIPTION
1	MGWOC	MGV's Car	13	MGWOT	MGV's Gear TR
2	MGWOC	MGV's Car	14	MGWOT	MGV's Gear TR
3	LAV	LAV's Car	15	LAVPT	LAV's Parts
4	JVAT	LAV's Wagon	16	PSVBS	TRV-Private Bus
5	TRATOR	LAV's Transport	17	PUTBUS	TRV-Private Bus
6	LAV-TR	LAV's Transport	18	LDRCTV	OTR-Carriage
7	JV-TR	Transport	19	CRANE	OTR-Fork UR
8	TRVCS	any Carriage	20	FLPT	OTR-Steering Rpr
9	TRVCS	Road Trailer	21	DRCS	OTR-Component
10	TRVCS	LAV's Transport	22	CHCCP	TRV-Carriage-2
11	LAV-TR	OTR's	23	TRVCS	TRV-Carriage-3
12	OTR-TR	OTR's	24	TRVCS	TRV-Carriage-3

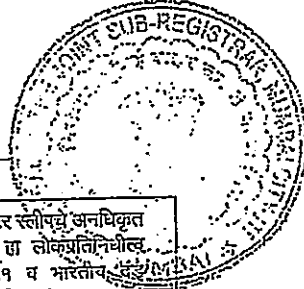
LAV - LIGHT MOTOR VEHICLE
TRV - TRANSPORT VEHICLE
DRIVE CAREFULLY - AVOID ACCIDENTS

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
रूम नं.9 वी वींग ब्रम्हचर्योती
विल्डिंग, चंदावरकर रोड,
सायन्स क्लिनिक जवळ,
माडुंगा ईस्ट, मुंबई, मुंबई,
महाराष्ट्र - 400019


Address:
Room No.9 Wing Branhjyoti
Building, Chandavarkar Road, Near
Lions Clinic, Madanga East, Mumbai,
Maharashtra - 400019



[Handwritten Signature]




- एखाद्या फोटो वोटर स्वीचर्स अनाधिकृत वितरण / ताचा हा लोकप्रतिनिधीत्व अधिनियम १९५१ व भारतीय संविधानातील तरतुदीचा भंग समजण्यात येईल आणि कारावास किंवा दंड किंवा दोन्ही शिक्षेस पात्र राईल.
- मतदारांना निर्देशित करण्यात येतो की, लक्षांनी कोणत्याही प्रकारचा कॅमेरा (स्टील / व्हिडीओ / डिजिटल) किंवा भ्रमणध्वनी (मोबाईल फोन) मतदान केंद्राच्या आत नेऊ नये.
- ज्या मतदारांचा मतदार चिठ्ठीवर फोटो नाही (ASD Voter- अनुपस्थित / स्थलांतरित / मृत) अशा मतदारांनी - कृपया आपण ओळख पटविण्यासाठी छायाचित्र मतदार ओळखपत्र (EPIC) किंवा आपोपाने अधिकृतित वेगळे कोणत्याही कागदपत्रे मतदानाच्या दिवशी अधिकृत पुरावा म्हणून आणायील.


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 भारत निर्वाचन आयोग
 Election Commission of India
 ओळखपत्र
 IDENTITY CARD
 BRM0889261

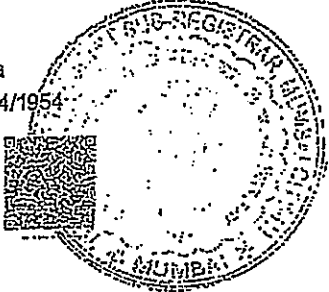



मतदाराचे नांव : दिनेश टोकरशी सावळा
 Elector's Name : Dinesh Thokarashi Savla
 वडीलांचे नांव : टोकरशी सावळा
 Father's Name : Thokarashi Savla
 लिंग : पुरु Sex : M
 1/1/2006 रोजी वय : 52
 Age as on 1/1/2006 : 52




 भारत सरकार
 GOVERNMENT OF INDIA

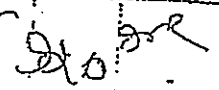


दिनेश टोकरशी सावळा
 Dinesh Tokarshi Savla
 जन्म तारीख/DOB: 30/04/1954
 पुरुष / MALE



आयकर विभाग
 INCOME TAX DEPARTMENT
 DINESH TOKARSHI SAVLA
 TOKARSHISAVLA
 30/04/1954
 Permanent Account Number
 AAGPS3318E
 Signature

भारत सरकार
 GOVT. OF INDIA



30/04	1954	AAGPS3318E
		



case of power failure, it comes down at the ground level and comes to stand-still with door open.

- f) The operation of fire lift should be by a simple toggle or two - button switch situated in glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call points will become inoperative and the lift will be on car control only or on a priority control device. When the switch is off, the lift will return to normal working. Then this lift can be used by the occupants in normal times.
- g) The words 'Fire lift' shall be conspicuously displayed, in fluorescent paint on the lift landing doors at each floor level.
- h) The speed of the fire lift shall be such that it can reach the top floor from ground level within one minute.
- i) The fire rating of lift corridor having half an hour fire-resistance & shall increased beyond N.B.C. provisions by half an hour after every 70 mtrs. height of the building.
- j) Fire lift shall be constructed as per prevailing Indian & International standard.

13. CAR PARKING:

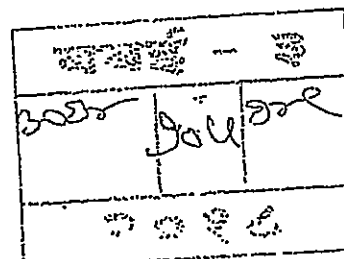
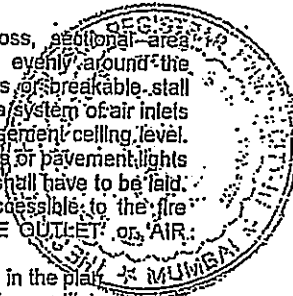
- a) Car parking shall be permitted in the designated area.
- b) Drainage of the car parking area of all the levels shall be laid independent from that of the buildings & it shall be provided with catch pit & fire trapped before connecting the building drainage or Municipal drainage.
- c) Drainage of the car parking areas at all the levels shall be so laid as to prevent any overflow in the staircase, lift shaft etc.
- d) The parking area shall not be used for dwelling purpose & repairing / maintenance purpose, at any time. Dwelling use of naked light/flame, repairing / maintenance of vehicles shall be strictly prohibited in the parking area.
- e) Repairing / servicing of cars, use of naked light shall not be permitted in the car parking areas.
- f) The drive way shall be properly marked & maintained unobstructed
- g) The Automatic Sprinkler System provided to the entire car parking area.

PODIUM / CAR PARKING FLOORS

- a) All the sides of the stilled / covered car parking shall be kept open except parapet walls of not more than 0.75 meters height.
- b) Automatic sprinkler and drencher system at the top of the podium shall be provided to the entire parking floor.
- c) The driveways shall be properly marked and maintained unobstructed, proper illuminated signage shall be provided for escape route, ramps etc at prominent location.

14. BASEMENT:

- a) Each basement shall be separately ventilated. Vents with cross-sectional area (Aggregate) not less than 2.5 percent of the floor area spread evenly around the perimeter of the basement shall be provided in the form of grills or breakable-stall boards lights or pavement lights or by way of shafts. Alternatively, a system of air inlets shall be provided at basement floor level and smoke outlets at basement ceiling level. Inlets and outlets may be terminated at ground level with stall boards or pavement lights as before but ducts to convey fresh air to the basement floor level shall have to be laid. Stall-boards and pavement lights should be in position easily accessible to the fire Brigade personal and rescue teams and clearly marked 'SMOKE OUTLET' or 'AIR INLET' with an indication of area served at or near the opening.
- b) The basements shall be used for designated purpose only as shown in the plan.
- c) The basement shall be provided with natural ventilations through the ventilators, open cut outs as shown in the plan.
- d) The staircases of the basement shall be of enclosed type and entry to basement areas shall be through two hours fire resistance self-closing door provided in the enclosed wall

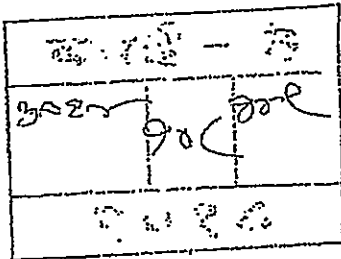
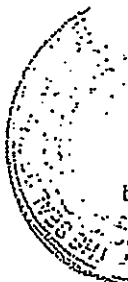


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- of the staircase and through smoke check / cut off lobby. The smoke check / cut off lobby shall be mechanically pressurized.
- e) Mechanical ventilation shall be provided to the basement with 15 air changes per hour with an arrangement to accelerate the rate of air changes to 30 per hour in the event of a fire emergency.
 - f) The ducts of the mechanical ventilations system shall be of substantial metal gauge as per the relevant I.S. standard.
 - g) The operating switches of the mechanical ventilation shall be located in the fire control room with appropriate zonal indications.
 - h) Exhaust duct shall be provided to draw out exhaust at ground level of the basement.
 - i) Suitable signages shall be provided in the basement showing exit direction, way to exits etc.
 - j) Automatic sprinkler system shall be provided in basement area /including ramp. These systems shall be installed as per the standard laid down by T.A.C. and relevant I.S. specifications
 - k) Smoke check lobby, Staircases, common passages & escape routes of the entire building shall be painted with fire retardant paint.
 - l) One Dry Chemical Powder fire extinguisher ABC type of 09 kgs. Capacity each shall be kept for every 100 sq. mtrs. area in each basement.
 - m) Staircase and lift lobby shall have illuminated by inverter operated exits signs with IP 54 enclosure. Luminance of the signages shall be such that they are visible from a distance of 12 to 16 meters.
 - n) The staircase of the basement & the associated lift lobbies shall be pressurized in the event of fire. The pressure in this enclosed staircase and enclosed lift lobbies shall be maintained not less than 5m.m. W.G. & 2.5 mm W.G. for lift lobbies.
 - o) CO Detector with audible alarm system shall be provided to all the basement areas and the circuit of the same shall be given / connected to mechanical ventilation system to start automatically on actuation of CO detector and the other detectors provided in the basement.
 - p) Ventilation system shall start automatically on actuation of detector provided in the basement area.
 - q) Exhaust duct, mechanical ventilation duct should not pass through exit or entry.
 - r) The basement beyond building line shall be paved, suitably to bear the load of fire engines weighing upto 48 m. tones each with point load of 09 kgs./sq. cms.
 - s) Basement area shall be divided in compartments as per NBC/DCR regulations.
 - t) The ventilation and area of ventilation and compartmentation if required shall be checked by EEBP.
 - u) The interconnectivity between (exit / entrance) between two compartments shall be protected by fire curtain having four hours fire resistance.

15. PRESURIZATION

- a) The proposed smoke management system for the shall be a zoned control system utilizing clustered Air Handling Units (AHU's) located at each floor. The system shall include separate fans and AHU's that will provide stairwell and elevator pressurization, as well as lift lobby pressurization and exhaust. When smoke or a fire is detected by the fire alarm system as per the NBC codes a minimum positive pressure between 25 and 30 Pa shall be maintained in the lobby and a positive pressure of 50 pa shall be maintained in the lift shaft as well as internal staircases.
- b) Smoke / Fire dampers shall be provided in accordance with NFPA within supply air ducts and return air ducts at AHU room wall crossings wherever provided, at fire rated wall crossings, and at walls between adjoining fire zones. Smoke detectors shall be provided in return air duct to the AHU's and shall shut down the AHU's serving the floor space upon smoke detection.
- c) Air quantity will be calculated for 12 ACPH and simultaneous operation of 3 floors (affected, one floor above and one floor below).



AS M

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MH10155241

पत्ता : दु 9, म्यु.नं.4 तो प्लॉट 361 ब्राम्हाज्योती, अ) चंदावार्कर रोड (न.नि.वि.55) माटुंग प;

पिन : मुंबई शहर- 400019

Address : Du 9, Mu.H.No.4 C Plot 361 Bramlajyoti, A) Chandavarkar Road (M.N.V.55) Matunga (E)

Metto : Mumbai City-400019



निर्वाचन नोंदणी अधिकारी
33-माटुंगा विधानसभा क्षेत्रातील
Electoral Registration Officer
For 33-Matunga Assembly Constituency

स्थान : मुंबई शहर
Place : Mumbai City

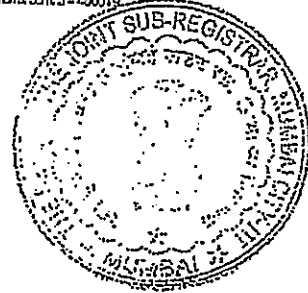
दिनांक / Date : 20/10/2007

हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र फक्त प्रत्येक वेळीच वाचण्यात येईल.
This card may be used as an Identity Card under different Government Schemes 10/205



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता : Address:
ब्राम्हाज्योती बिल्डिंग, फ्लॉट नं. 9, चंदावार्कर रोड, लाइसेन्स क्लिन, माटुंगा (C.R.), मुंबई, महाराष्ट्र - 400019



इस कार्ड के जाने / फरी पर सूचना सूचित करें / लोयर्स:
आपका फोन नंबर 400019, 400019 पर
5 पी.मि.डी.सी. नं. 341, सर्वे नं. 997/8,
मॉडल कोलोनी, न्यार डेप बंगलाव चौक,
पुणे - 411 016.

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5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.
Tel: 91-20-2721 8050, Fax: 91-20-2721 8051
e-mail: info@nsdl.co.in

आपका फोन नंबर - 400019	
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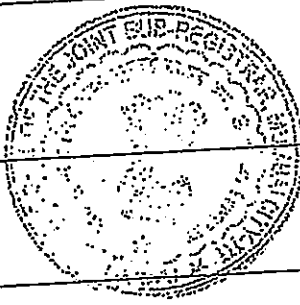
क्रि. क्र. ०५२७ ६९६

शुद्ध, प्रसन्न / शिवापवना क्रमांक ४२६६७० निमांक ३६८३

प्र सिलेबल पत्र. मि. इलाहाबाद क्रमांक १८६७१८ संदर्भ क्रमांक ६७२

शुद्धाधिकार / शिवाधिकार समाविष्ट असलेली नावे

अनु क्रमांक	नाव	वय	कुटुंब प्रमुखाची नाते	निर्भूतक / शिवावाचप अधिकार्याची सली
१)	सावला दिनेश	३४	स्वामी	स्वामी
२)	भारती	३६	पत्नी	पत्नी
३)	सिम्रा	१६	मुलगी	मुलगी
४)	आश्रिता	१४	मुलगी	मुलगी



शुद्धाधिकार पाव झाले, शुद्ध पत्रविलेस घेता रसवे.

S. 634

No. 081290

अनुक्रमांक WVA क्रमांक १७-२५२६२

शिवावाचप क्षेत्र / निमांक / शिवा क्रमांक ८३

नामिकात सावला दिनेश डोळरशी कुटुंब प्रमुखाचे नाव सावला दिनेश डोळरशी वय-४० पत्नी - काश्या ज्योती लोहराज चंदाबाबा लज महागाडु: १६ २ सावला लज ५ ली - ३६९.

प्रांतिक क्रमांक / निदर् क्रमांक ५२६६७० निदर् क्रमांक ३६८३

शुद्ध प्रमुखाची सली किंवा डाव्या हाताच्या आंगठ्याचा रसा

शुद्धाधिकार / शिवावाचप अधिकार्याची सली	निर्भूतक / शिवावाचप अधिकार्याची सली	पुरवठापत्रिका / शिवापत्रिका दिव्याची तारीख २०१०
३	५	
४	५	

निर्भूतक / पुरवठा अधिकार्याची सली. शिवाधिकारी निवेदन, शिवावाचप, मुंबई. महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार पत्रवाचने, शिवा, गागरी पुरवठा व प्रांतिक संस्थानिका, मुंबई. शासन.

५० ५२ १५१



CHALLAN
MTR Form Number-6

GRN	MH007127802201516E	BARCODE	[Barcode]				Date	08/02/2016-16:10:49	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty			TAX ID (If Any)							
	Stamp Duty			PAN No. (If Applicable)							
Office Name	BRL1_JT SUB REGISTRAR BORIVALI 1			Full Name		The Bombay Dyeing and Manufact					
Location	MUMBAI					uring Co Ltd					
Year	2015-2016 One Time			Flat/Block No.							
Account Head Details			Amount In Rs.	Premises/Building							
0030045501 Sale of NonJudicial Stamp			500.00	Road/Street							
				Area/Locality							
				Town/City/District							
				PIN		4	0	0	0	2	5
				Remarks (If Any)		Second Party Name - N. Venkat Krishnan-					
				Amount In		Five Hundred Rupees Only					
Total	500.00			Words							
Payment Details			INDIAN OVERSEAS BANK		FOR USE IN RECEIVING BANK						
Cheque/DD No.			Date		Bank CIN	REF No.		02716402016020850356 850107			
Cheque/DD No.			Date		Date		08/02/2016-16:16:02				
Name of Bank			Bank-Branch		Bank-Branch		INDIAN OVERSEAS BANK				
Name of Branch			Scroll No., Date		Scroll No., Date		Not Venned with Scroll				

Mobile No.: Not Available

[Handwritten Signature]

310
289 / 23

INFORMATION

पावती

Original/Duplicate

Tuesday, February 09, 2016 ..

नोंदणी क्र.: 39M

5:21 PM

Regn.: 39M

पावती क्र.: 1070 दिनांक: 09/02/2016

गावाने नाव: फोर्ट

दत्तऐवजाचा अनुक्रमांक: ववई3-941-2016

दत्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करण्याचे नाव: दि वॉम्बे वॉईंग अँड मॅन्युफॅक्चरींग कंपनी लिमिटेड चे व्हाईस प्रेसिडेंट फायनान्स एन्. राजा

नोंदणी फी ₹. 100.00

दत्त हाताळणी फी ₹. 460.00

पृष्ठांची संख्या: 23

एकूण: ₹. 560.00

DELIVERED

आपणास मूळ दत्त, संदर्भ मिष्ट, सूची-२ अंदाजे
5:40 PM ह्या वेळीस मिलेन.

सह दुय्यम निबंधक, गुंडई-3

वाकार मूल्य: ₹. 1/-

भरतेचे मुद्रांक शुल्क: ₹. 500/-

नोंदणी: ₹. 0/-

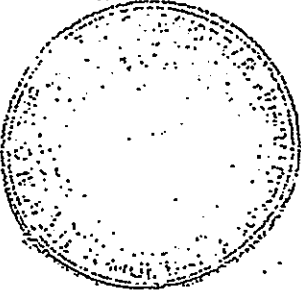
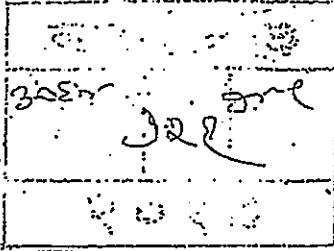
सह दुय्यम निबंधक

मुंबई शहर क्र. ३

1) देयकाचा प्रकार: By Cash रक्कम: ₹ 100/-

2) देयकाचा प्रकार: By Cash रक्कम: ₹ 460/-

DELIVERED



SPECIFIC POWER OF ATTORNEY

To all to whom this presents shall come, I Mr. S. Raja, VP Finance, Accounts and Taxation of The Bombay Dyeing & Manufacturing Co. Ltd. Mumbai, Indian Inhabitant, a company incorporated under the provisions of the Indian Companies Act, 1866 and having its registered office at Neville House, J.N. Heredia Marg, Ballard Estate, Mumbai-400001 and corporate office at C-1, Wadia international Centre, Pandurang Budhkar Marg, Worli, Mumbai-400025 (hereinafter referred to as the "Company") DO HEREBY SEND GRBETINGS:

WHEREAS:

- A. The Company is also engaged in the business of real estate and property development and is required to execute from time to time Leave and License Agreements, Agreement for Sale/ Sale Deed/ Deed of Apartment/ Lease/ Conveyance/ Agreements/ Development Agreements and/or similar documents relating to the flats/properties situated at the residential towers constructed/to be constructed at G. D. Ambekar Marg, Dadar, Naigaum, Mumbai in order to give effect to the purchase, sale and lease thereof.
- B. The Company has vide board resolution dated 8th February 2016 authorized me to sign Leave and License Agreements, Agreement for Sale/ Sale Deed/ Deed of Apartment/ Lease/ Conveyance/ Agreements/ Development Agreements and/or similar documents relating to the flats/properties situated at the residential towers constructed/to be constructed (including but not limited to One ICC and Two ICC) at G. D. Ambekar Marg, Dadar, Naigaum, Mumbai in order to give effect to the sale and lease thereof.
- C. In order to facilitate the registration before various offices of Registrars around Mumbai for admitting the execution of any documents, I am desirous of appointing Mr. N. Venkat Krishnan, DGM - Secretarial, and/or Mr. Prashant Desai, DGM - Regulatory, and/or Mr. Uttam Salunkhe, Asst. Manager, and/or Mr. Sarjerao Bongarde, Manager, and/or Mr. Sudhir Wadekar, Retainer "Attorneys" to act on my behalf in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I, S. Raja, VP Finance, Accounts and Taxation of The Bombay Dyeing & Manufacturing Co. Ltd. Mumbai, Indian Inhabitant, a company incorporated under the provisions of the Indian Companies Act, 1866 and having its registered office at Neville House, J.N. Heredia Marg, Ballard Estate, Mumbai-400001 and corporate office at C-1, Wadia international Centre, Pandurang Budhkar Marg, Worli, Mumbai-400025 and do hereby sub-delegate nominate, constitute and appoint (i) Mr. N. Venkat Krishnan, DGM - Secretarial, and/or (ii) Mr. Prashant Desai, DGM - Regulatory, (iii) and/or Mr. Uttam Salunkhe, Asst. Manager, and/or (iv) Mr. Sarjerao Bongarde, Manager, and/or (v) Mr. Sudhir Wadekar, Retainer all having office address at C-1, Wadia international Centre, Pandurang Budhkar Marg, Worli, Mumbai-400025 to be my true and lawful substituted Attorneys (hereinafter referred to as "the said Attorneys") individually and severally to do all or any of the following acts, deeds, matters and things for the said Company and in the name and on behalf of the said Company that is to say:

1. To lodge for registration of Leave and License Agreements, Agreement for Sale/ Sale Deed/ Deed of Apartment/ Lease/ Conveyance/ Agreements/ Development Agreements and/or similar documents relating to the flats/properties situated at the residential towers constructed/to be constructed at G. D. Ambekar Marg, Dadar, Naigaum, Mumbai executed by me on behalf of the said Company with various Sub-Registrar of Assurances at Mumbai and to admit execution thereof on my behalf for the said Company by any one of them.

2. I hereby specifically authorize the said Attorney to attend and appear for Registration and to admit execution of Leave and License Agreements, Agreement for Sale/ Sale Deed/ Deed of Apartment/ Lease/ Conveyance/ Agreements/ Development Agreements and/or similar documents relating to the flats/properties situated at the residential towers constructed/to be constructed at G. D. Ambekar Marg, Dadar, Naigaum, Mumbai executed by me before the said Sub Registrar of assurances.

3. This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me and/ or the aforesaid constituted attorneys remain in employment in one of the group Companies/ Firms of the Company and / or I ceased to be constituted attorneys holder of the said Company.

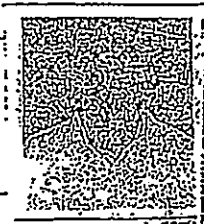
4. AND I hereby agree to ratify and confirm in capacity as Power of Attorney Holder of the said Company whatever the said Attorneys shall do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I . S. Raja, VP Finance, Accounts and Taxation of the said Company has put my hands to these presents on 9th February 2016.

SIGNED AND DELIVERED
BY the withinnamed
[]
In the presence of

Handwritten signature and date: 9th Feb 2016

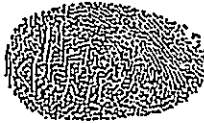
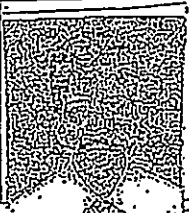
Mr. S. Raja,
VP- Finance, Accounts and Taxation



Dated this Day of 9th February 2016



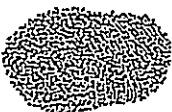
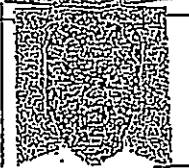
Mr. Krishnan, DGM -
Secretarial

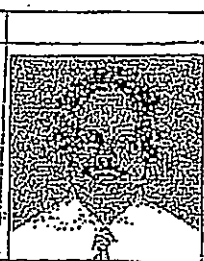
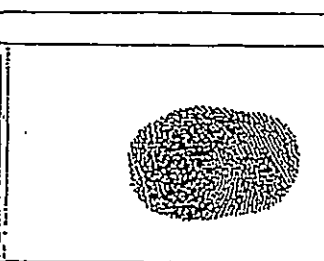

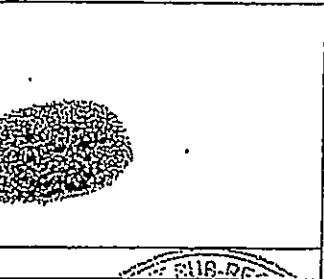


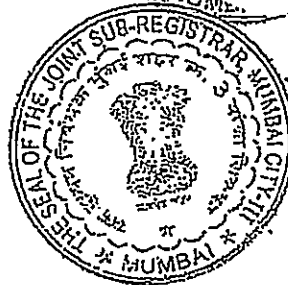
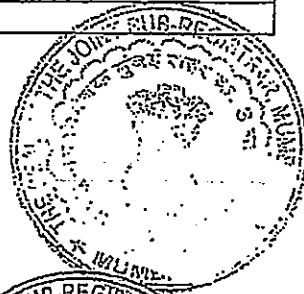
Mr. Prashant Desai,
DGM - Regulatory



Mr. Uttam Salunkhe, Asst.
Manager



<p>Mr. Sarjerao Bongarde, Manager,</p> <p><i>Sarjerao</i></p>		
<p>Mr. Sudhir Wadekar, Retainer</p> <p><i>Sudhir Wadekar</i></p>		



२०१६ - १५	
२०१६	०३

२०१६ - १५	
३०२०१६	
२०१६	

Consumer Number: 98000001349

Domestic (3000 kWh)	3,422,127.00
Commercial (5000 kWh)	0.00
Industrial (10000 kWh)	0.00
Special (10000 kWh)	3,422,127.00
Other (10000 kWh)	0.00

CALL: 1-800-209-5161
(24 x 7 Toll Free No.)
FIRE/ACCIDENT
2577899

Bill No	92900830132
Bill Date	05.01.2016
Bill Period	01.12.2015 To 31.12.2015
Bill Month	DEC 2015
Meter No.	LHD00023
Metered Units	301,952
Units Billed	301,952

Tarif	HTII - Commercial
Next Meter Reading Date	30.01.2016
MRU	DH03B99
Consumer	Direct
Type of Supply	3PHASE
Zone	MC01

Bill Amount On or Before Disc Date - 14.01.2016 Rs. 3,392,745.00 Discount availed last month Rs: 32141	Bill Amount On or Before Due Date - 20.01.2016 Rs: 3,422,127.00 *Due Date applicable for current bill amount only. Post dues payable immediately	Bill Amount After Due Date - 20.01.2016 Rs. 3,490,570.00
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Tala Power Customer Relations Centre - MON TO SAT: 9:30 TO 17:00 HRS & LUNCH: 14:00 TO 14:30 HRS; SUN & SATURDAY: 9:30 TO 14:00 HRS. 15/01/2016

Tala Power Dharavi Receiving Station, Near Shalimar Industrial Estate, Malunga, Mumbai Dharavi

Electronic Drop Box:
KALPA TARU DR S'S RAO RD, Parel (E) Mumbai 400012.

Cheque Bank:
Carnac Receiving Station Main gate, 34, Sant Tukaram Road, Carnac Bunder Carnac Bunder Mumbai 400009.
Tala Power Co Ltd, Dharavi Receiving Station, Near Shalimar Industrial Estate Malunga (W) Mumbai 400012.

Tala Power Drop Box:
Belvedre Court, Belvedre Court Condominium, Sana Guruji Marg, Mahalaxmi Mumbai 400011.
Kalpataru CHS, Dr. S-S Rao Road, Kalpataru Habitat, Parel Mumbai 400012.

Cash payments are also accepted at the Cash Vending Outlets, SBI/ICICI Bank Branches (Overdraft counter Cash payments only) cheques payments are also accepted at ICICI Bank Branches, near the central Cheque Payment copy 2 of SBI/ICICI Cheque Drop Bazar.

THE BOMBAY DYEING & MFG. CO. LTD.
BY THEIR AUTHORIZED SIGNATORY
07 JAN 2016
11/1/2016

For schedule of planned outage, please visit: www.talacorp.com or check with your respective Society/Facility Manager or Helpline Board.

SAVE ELECTRICITY AND MONEY BY EXCHANGING YOUR OLD HOME APPLIANCES

PARTICIPATE IN THE ENERGY SAVING PROGRAMME

1500 rupees worth of new appliances for every 1000 rupees worth of old appliances exchanged.

Participate in the Energy Saving Programme by exchanging your old home appliances (Refrigerator, Air Conditioner, Washing Machine, Geyser, Water Heater, etc.) for new energy saving appliances.

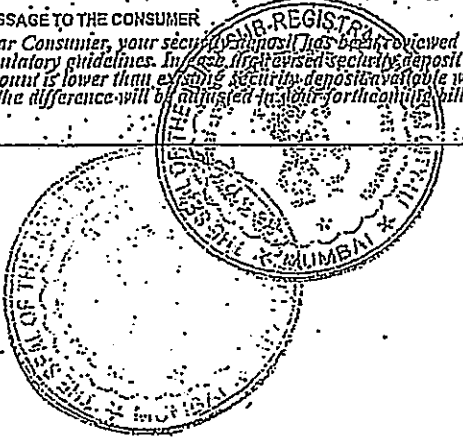
For more details, visit www.talacorp.com or call 1-800-209-5161.

MESSAGE TO THE CONSUMER

Dear Consumer, your security deposit has been reviewed as per regulatory guidelines. In case the revised security deposit amount is lower than existing security deposit available with us the difference will be refunded in your forthcoming bill.

- Top 5 Save Electricity Tips**
1. Switch off the lights and fans when not in use.
 2. Switch off the mains when the appliances are not in use.

S. Jagdekar
Sunil Jagdekar
Chief - Distribution Customer Services



Handwritten signature and initials: "e.g. J. 22" and "FOR THE BOMBAY DYEING & MFG. CO. LTD."

[Signature]
Authorized Signatory

Handwritten signature: "Sunil Jagdekar"

LHD00023	Closing Rtg	633,4640	58,2930	-321,1640	123,7000	622,870	*16,4020	0,0519	0,0244	0,0045	
	Opening Rtg	617,5520	05,2210	311,7810	120,1250	50,4550	10,3400	0,0000	0,0000	0,0000	
	Diff	10,0720	3,0720	9,3790	3,5750	2,8250	0,0570	0,0519	0,0244	0,0045	
	M.F.	16,000,0000									
	Adj. Unit	301,952	20,152	150,152	47,200	25,200	852	1,022	1,000	52	

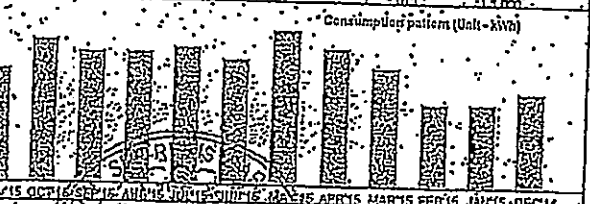
TOTAL UNITS (KWh) : 301,952 TOTAL RKVAR : 952 TOTAL KVA : 1,030

Station Demand (KVA)	Contract Demand (KVA)	Recorded Maximum Demand (KVA)	Maximum Demand (KVA)	Power Factor (kWh)
8,580.00	1,600.00	1,030.00	1,030.00	1,000 / 25,400

17,719.00	17,719.00	3,738,534.00	3,706,423.00	11,12,2015
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B	301,952	617,020.03
Total	301,952	617,020.03

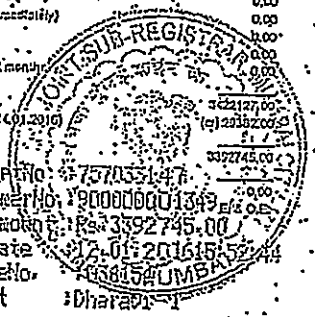
Month	Units (KWh)	Value (Rs)	Units (KWh)	Value (Rs)
NOV 2015	323,770	323,770	1,256	1,000
OCT 2015	370,656	370,656	1,301	1,000
SEP 2015	351,284	351,284	1,283	0,297
AUG 2015	349,184	349,184	1,254	0,519
JUL 2015	354,460	354,460	1,259	0,599
JUN 2015	342,304	342,304	1,230	1,000
MAY 2015	359,840	359,840	1,310	0,583
APR 2015	352,854	352,854	1,251	1,000
MAR 2015	331,640	331,640	1,107	1,000
FEB 2015	369,072	369,072	994	1,000
JAN 2015	268,176	268,176	875	1,000
DEC 2014	287,924	287,924	1,012	1,000



Consumption pattern (Unit - kWh)

HT 00000000	0.00	0.0022200	21,0000	0.2100
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- Energy Charges 246810.72
- Tod-A Rebate 22 to 0 hrs @ Rs. 0.75 (a) 35854.00
- Tod-C 9 to 12 hrs @ Rs. 0.50 21600.00
- Tod-D 18 to 22 hrs 1.00 45240.00
- Demand Charges 22600.00
- Fuel Adjustment Charges @ Rs. 0.0225 (a) 24044.25
- Regulatory Asset charges @ Rs. 0.47 141017.44
- Wheeling Charges @ Rs. 0.30 TPC-a 103702.72
- Electricity Duty @ 21% 617020.03
- Tax on Sale of Electricity @ RL D.2 (04) 72509.20
- Power Factor Surcharge / Incentive @ 7% (a) 208673.34
- Adjustments 0.42
- Total (1 to 12) 3422127.00
- Delayed Payment Charges 0.00
- Interest on Arrears 0.00
- Outstanding Amount (Pay immediately) 0.00
- Other Charges 0.00
- Advance Payment Available 0.00
- Lead Endor Amount for last month 0.00
- BJ Amount (13 to 16) 3422127.00
- Amount paid on before 14/01/2016 (a) 208673.34
- Net BJ Amount 3327453.66
- Security Deposit (50) 0.00



Handwritten signature and date: 23/01/23

Handwritten signature and date: 30/01/23

1) In addition to the Energy Charges, there are other charges like TOD-A (0.75), TOD-B (0.50) and TOD-C (1.00) which are applicable to the consumer. 2) Advance Payment Facility should be availed at 0.25% for power factor below 0.90. Surcharge will be levied as per local schedule. For Power Factor above 0.90, there will be a rebate of 0.25% per 0.01 above 0.90. 3) Regulatory Asset Charges (RAC) will be applicable to all consumers and will be charged on the basis of the recorded maximum demand. 4) Wheeling Charges (W.C.) will be applicable to all consumers who are connected to the transmission system. 5) Security Deposit (SD) will be applicable to all consumers who are connected to the transmission system.



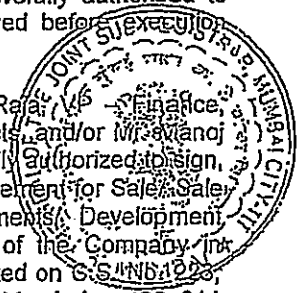
BOMBAY DYEING

EXTRACTS FROM MINUTES OF THE MEETING (NO.9/2015) OF THE BOARD OF DIRECTORS OF THE BOMBAY DYEING & MFG. CO. LTD. [BDMC] HELD ON 18TH DECEMBER, 2015.

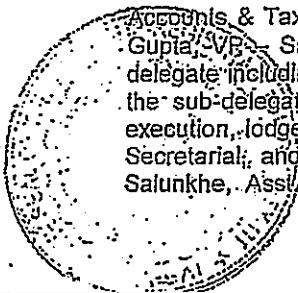
EXECUTION OF DOCUMENTS RELATING TO SALE OF COMPANY FLATS/ PROPERTIES/ LEASE & LEAVE AND LICENCE AGREEMENTS.

RESOLVED THAT:

- a. The Company does execute from time to time Leave & Licence Agreements, Agreement for Sale/ Sale Deed/ Deed of Apartment/ Lease/ Conveyance/ Agreements/ Development Agreements and/or similar documents relating to the flats/ properties situated at the residential towers constructed/ to be constructed at G. D. Ambekar Marg, Dadar, Naigaum, Mumbai, in order to give effect to the purchase and sale thereof.
- b. Mr. K. Subharaman, Company Secretary, and/or Mr. S. Raja, VP – Finance, Accounts & Taxation, and/or Mr. Milind Kelkar, VP – Projects, and/or Mr. Manoj Gupta, VP – Sales and Marketing, be and are hereby severally authorised to approve the draft of the documents hereinabove mentioned before execution thereof.
- c. Mr. K. Subharaman, Company Secretary, and/or Mr. S. Raja, VP – Finance, Accounts & Taxation, and/or Mr. Milind Kelkar, VP – Projects, and/or Mr. Manoj Gupta, VP – Sales and Marketing, be and are hereby severally authorized to sign, execute and register the Leave & License Agreements, Agreement for Sale, Sale Deed/ Deed of Apartment/ Lease/ Conveyance/ Agreements, Development Agreements and/or similar documents for and on behalf of the Company in relation to the residential towers constructed/ to be constructed on S.S.INDA 003, 120, 1/983 and 1/128, GD Ambekar Marg, Dadar (East), Mumbai – 400 014 (including One ICC and Two ICC), and to do and to perform all acts, deeds, matters and things as may be required to sign, execute and register the Agreement to Sell.
- d. Mr. K. Subharaman, Company Secretary, and/or Mr. S. Raja, VP – Finance, Accounts & Taxation, and/or Mr. Milind Kelkar, VP – Projects, and/or Mr. Manoj Gupta, VP – Sales and Marketing, be and hereby severally authorized to sub-delegate including but not limited to and issuing the Power of Attorney in favour of the sub-delegatee and issue a signed registered power of attorney to admit execution, lodge and register the documents, to Mr. N. Venkat Krishnan, DGM – Secretarial, and/or Mr. Prashant Desai, DGM – Regulatory, and/or Mr. Uttam Salunkhe, Asst. Manager, and/or Mr. Sarjerao Bongarde, Manager, and/or



Handwritten signature and initials in a box: S. Raja, M. K. Subharaman



Certified True Copy For THE BOMBAY DYEING & MFG. CO. LTD.



The Bombay Dyeing & Manufacturing Co. Ltd.



BOMBAY REALTY

(K. SUBHARAMAN)

COMPANY SECRETARY

THE BOMBAY DYEING & MANUFACTURING CO. LTD.

C-1, Wadia International Center, Pandurang Undkar Marg, Worli, Mumbai - 400 025, India. Regd. Office: Neville House, J.N. Heredia Marg, Delfand Estate, Mumbai - 400 001, India. Office: +91 22 666 28800. Fax: +91 22 661 92081. Website: www.bombaydyeing.com. Email: corporate@bombaydyeing.com. CIN: L17120MH15791LC000037

Handwritten signature and initials in a box: S. Raja, M. K. Subharaman



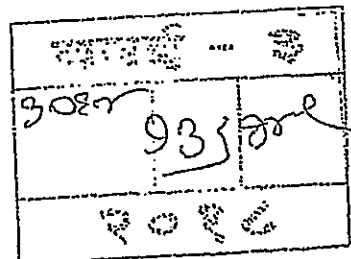
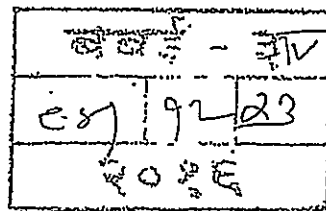
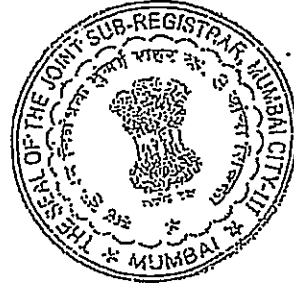
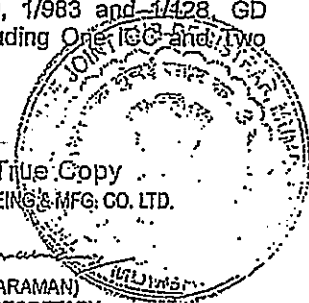
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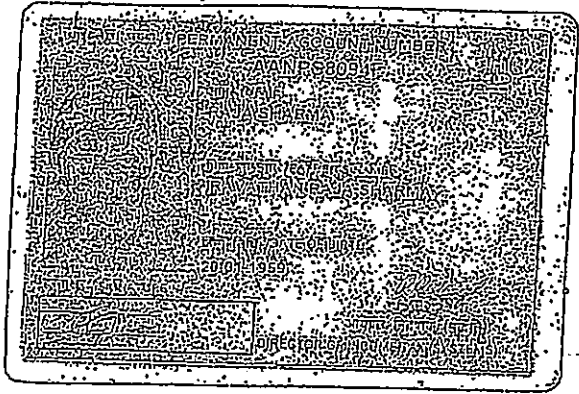
..2..

Mr. Sudhir Wadekar, Retainer, and to appear for and behalf of the Company in all Registration Office and before the Registrar or Sub Registrar or other officers and to present for registration of documents such as Leave & License Agreements, Agreement for Sale/ Sale Deed/ Deed of Apartment/ Lease/ Conveyance/ Agreements/ Development Agreements and/or similar documents for and on behalf of the Company executed by the Company Secretary/ Vice President/ General Manager and to acknowledge and admit execution made by the Company Secretary/ Vice President/ General Manager and to lodge and register the documents for and on behalf of the Company with respect to residential towers constructed/ to be constructed on C.S. No. 223, 120, 1/983 and 1/428 GD Ambekar Marg, Dadar (East), Mumbai - 400 014 (including One ICC and Two ICC)."

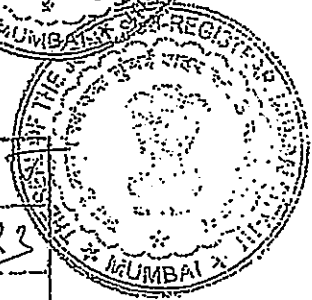
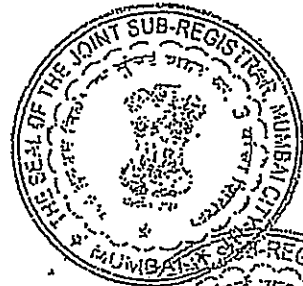
Certified True Copy
For THE BOMBAY DYEING & MFG. CO. LTD.

(Signature)
(K. SUBHARAMAN)
COMPANY SECRETARY





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२०११	१३/०३
२०११	

स्थायी सेवा संख्या / PERMANENT ACCOUNT NUMBER
ABCPN1523C



उपनाम / NAME
VENIKAT KRISHNAN NARAYAN

पिता का नाम / FATHER'S NAME
NARAYAN KRISHNASWAMY
RAMNATHPURAM

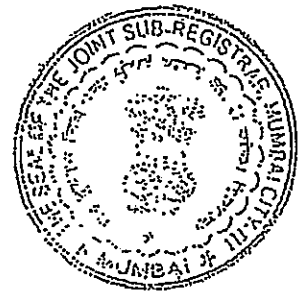
जन्म तिथि / DATE OF BIRTH
07-12-1959

उपनाम / SIGNATURE

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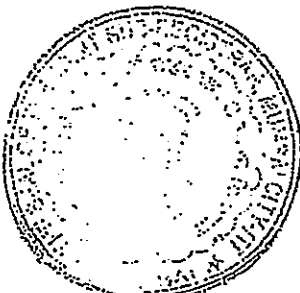
सहायक उप-पंजीयक (संगणक विभाग)
Assistant Registrar (Computer Section)

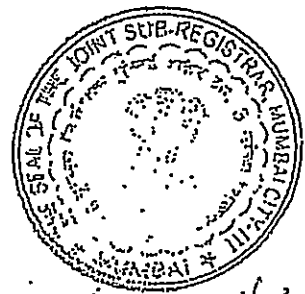
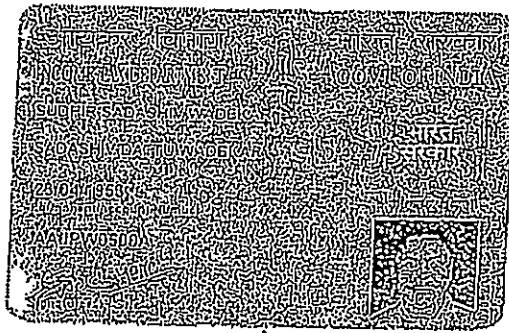
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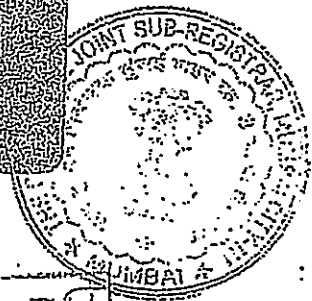
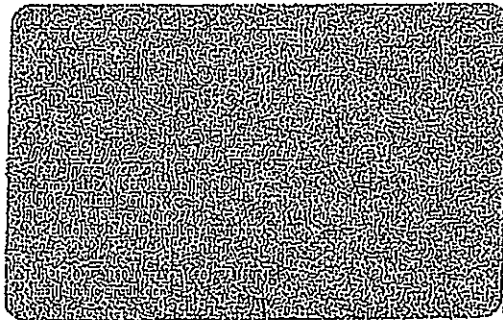
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9/23





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पं. सं. - ३१४
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मु. नं. ३

पं. सं. - ३१४
२०११ १० २३
मु. नं. ३

PERMANENT ACCOUNT NUMBER
AAACT2328K

THE BOMBAY DYEING AND MANUFACTURING COMPANY
LTD

DATE OF INCORPORATION INFORMATION
23-03-1879

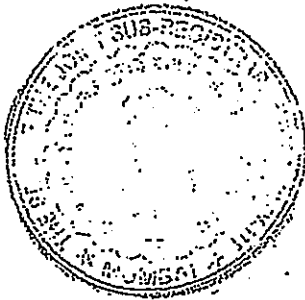
Relief
DIRECTOR OF INCOME TAX (SYSTEMS)

श्री. ए. ए. शर्मा, एम. ए.
सहायक निदेशक (सिस्टम)
आयकर विभाग (सिस्टम)
प्लॉट नं. 110/015

for use (for cash) of the
the issuing authority:
Director of Income Tax (Systems)
ARA Centre, Ground Floor
EC, Jhandwala Estate,
New Delhi - 110 015

FOR THE BOMBAY DYEING & MFG. CO. LTD.

[Signature]
Authorised Signatory



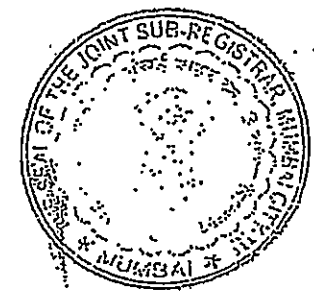
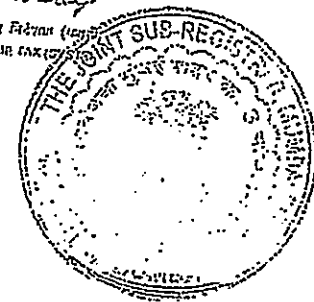
आयकर विभाग - 3
<i>3027 9320</i>
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31V
<i>esg 9323</i>
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PERMANENT ACCOUNT NO. 152
 AALFD2989C
 PAN NAME
 PRASHANT GANPAT DESAI
 PAN BY THE FATHER'S NAME
 GANPAT LUKARAM DESAI
 PAN (OLD) ISSUE DATE
 23-06-1969

आपका हस्ताक्षर
P. Desai

Prashant
 सहायक निदेशक (आय)
 DIRECTION OF INCOME TAX



आपके नाम / पिता के नाम पर कृपया जारी करने वाले अधिकारी को सूचित / अपात कर के मासिक विवरण (रिटर्न) २. भा. ६, सेक्टर, धुले ३-१, प्रत्येक मास उपस्थित करने होंगे - 110 055

In case this card is lost/mailed, kindly inform/return to the issuing authority :
 Director of Income Tax (Systems)
 A-64 Centre, Ground Floor
 P. L. Handevshan Estate,
 New Delhi - 110 033

P. L. Desai

P. L. Desai

जारी - ३१	
३०३३	३३६
३०३६	

जारी - ३१	
६८९	१२३३
१२३६	

सुप्रीम कोर्ट
मुंबई न्यायालय
फॉरवर्ड - कार्टर ओय
विसाई प्रोबिएटोरीस

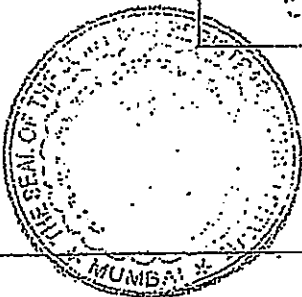
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MAHARASHTRA STATE GOVERNMENT
MAHARASHTRA STATE GOVERNMENT
 DL No: MH02 2003 0163 001 DOI: 16-01-2003
 Valid till: 16-01-2007 (HT)

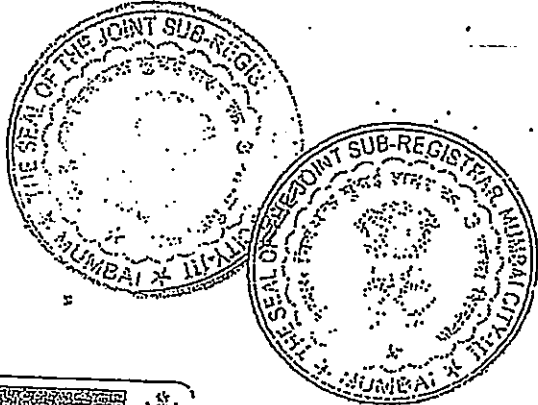
AUTHORIZATION TO DRIVE FOLLOWING CLASS
 OF VEHICLES THROUGHOUT INDIA
 COV CAT
 MCVC 16-01-2002





DOB - 13-01-1977 BG:

Name: JALING KADAM
 S/O: Y. MAHESH KADAM
 Address: MAULI CHAYA, OLD KURAR VILLAGE,
 NEAR BANSWARI COLLEGE, KORNIPARA,
 MALAD (E), MUMBAI.
 PIN: 400027
 Signature & ID of
 Issuing Authority: MH02 2003 164.



 Signature/Thumb
 Impression of Holder



MAHARASHTRA STATE GOVERNMENT
MAHARASHTRA STATE GOVERNMENT
 DL No: MH17 2015 00005 01 DOI: 15-05-2015
 Valid till: 15-05-2015 (HT)

AUTHORIZATION TO DRIVE FOLLOWING CLASS
 OF VEHICLES THROUGHOUT INDIA
 COV CAT
 MCVC 15-05-2015

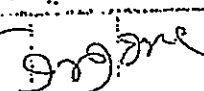


DOB : 23-08-1987 BG:

Name: JIMESH MADE
 S/O: Y. CHANDIMA MADE
 Address: PLOT NO. 3, I.L.C.C.,
 DATE RD, MALWANI PALAD WEST
 MUMBAI
 PIN: 400025
 Signature & ID of
 Issuing Authority: MH17 2015 3


 Signature/Thumb
 Impression of Holder

२४१ - २३
 २४१ १०/२३

२४१ - २३

 १०/२३

Summary-2(दस्त गोपवारा भाग - २)



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दस्त गोपवारा भाग-2

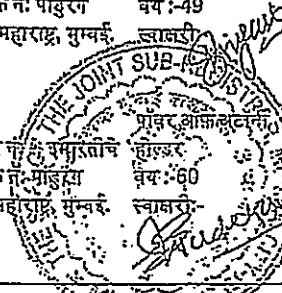
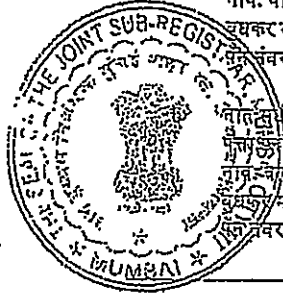
ववई 14

दस्ता क्रमांक: 941/2016 22/23

दस्त क्रमांक : ववई 3 / 941/2016

दस्ताचा प्रकार :- कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा दस्त
1	नाव: दि गोम्बे डाईंग अँड मॅन्युफॅक्चरिंग कंपनी लिमिटेड चे व्हाईस प्रेसिडेंट फायनान्स एन्. राजा पत्ता: ऑफिस, - नैविल्ले हाउस, जे.एन. हॅरेडिया मार्ग, वॅलार्ड ईस्टेट, मुंबई, - बाळगसाठे, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर: AAAC72328K	कुलमुखत्यार देणार वय :- 57 स्वाक्षरी:-		
2	नाव: एन. वॅन्ट कृष्णन पत्ता: प्लॉट नं: ऑफिस एंट सी-1, माळा नं: -, इमारतीचे नाव: वाडिया इंटरनॅशनल सेंटर, ब्लॉक नं: पांडुरंग बुधकर मार्ग, वरळी, मुंबई, रोड नं: -, महाराष्ट्र, मुंबई, पॅन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :- 56 स्वाक्षरी:-		
3	नाव: प्रशांत - देसाई पत्ता: प्लॉट नं: ऑफिस एंट सी-1, माळा नं: -, इमारतीचे नाव: वाडिया इंटरनॅशनल सेंटर, ब्लॉक नं: पांडुरंग बुधकर मार्ग, वरळी, मुंबई, रोड नं: -, महाराष्ट्र, मुंबई, पॅन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :- 46 स्वाक्षरी:-		
4	नाव: उत्तम - साळुंखे पत्ता: प्लॉट नं: ऑफिस एंट सी-1, माळा नं: -, इमारतीचे नाव: वाडिया इंटरनॅशनल सेंटर, ब्लॉक नं: पांडुरंग बुधकर मार्ग, वरळी, मुंबई, रोड नं: -, महाराष्ट्र, मुंबई, पॅन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :- 49 स्वाक्षरी:-		
5	नाव: सज्जद - वोगारें पत्ता: प्लॉट नं: ऑफिस एंट सी-1, माळा नं: -, इमारतीचे नाव: वाडिया इंटरनॅशनल सेंटर, ब्लॉक नं: पांडुरंग बुधकर मार्ग, वरळी, मुंबई, रोड नं: -, महाराष्ट्र, मुंबई, पॅन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :- 49 स्वाक्षरी:-		
	नाव: सुधीर - वाडेकर पत्ता: प्लॉट नं: ऑफिस एंट सी-1, माळा नं: -, इमारतीचे नाव: वाडिया इंटरनॅशनल सेंटर, ब्लॉक नं: पांडुरंग बुधकर मार्ग, वरळी, मुंबई, रोड नं: -, महाराष्ट्र, मुंबई, पॅन नंबर:	पॉवर ऑफ अटॉर्नी होल्डर वय :- 60 स्वाक्षरी:-		



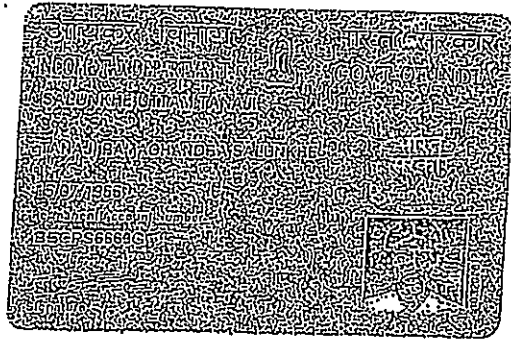
वरील दस्तापेवज करून देणार तपाकरीत कुलमुखत्यारपत्र चा दस्तपेवज करून देण्याचे फवला करताना शिक्षा क्र.3 ची वेळ: 09 / 02 / 2016 05 : 23 : 16 PM

ओळख:-

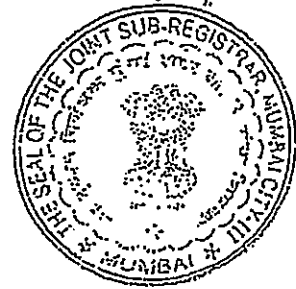
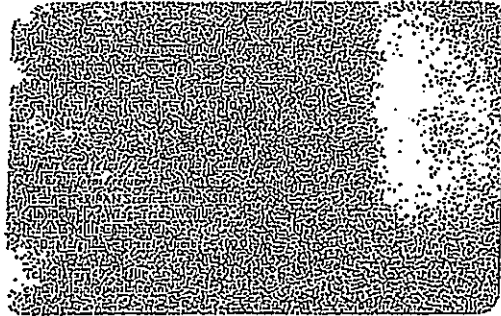
यातील इतर असे निवेदीत करतात की ते दस्तपेवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा दस्त
1	नाव: उमेश - नाते वय: 27 पत्ता: ऑफिस नं. १७, ३रा मजला, हाय चार्ज मॉल, सांवाळुज पश्चिम, मुंबई पिन कोड: 400054		
2	नाव: निनिध - फदम वय: 39 पत्ता: ऑफिस नं. १७, ३रा मजला, हाय चार्ज मॉल, सांवाळुज पश्चिम, मुंबई पिन कोड: 400054		

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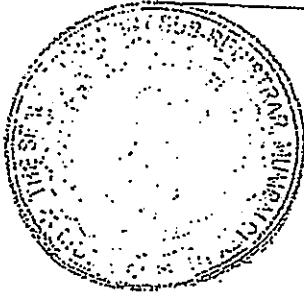


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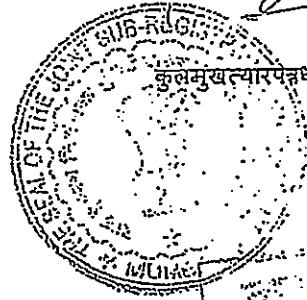
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घोषणापत्र

मी. श्री. ड. राजेश शिंदे याव्दारे घोषित करतो कि दुय्यम निबंधक मुंबई ३ यांच्या कार्यालयात करारनामा या शिषकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. दि. बॉम्बे डायिंग अँड मॅन्युफॅक्चरिंग कंपनी लिमिटेड चे ०६६५ या संख्येने पायात्त्या व १५५१ व इत्यादी यांनी दिनांक: ०९/०२/२०१६ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यार लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरवलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वेध असून उपरोक्त कृती करण्यास मी पुणतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहील याची मला जाणीव आहे.

दिनांक- 6/6/2017



कुलमुखत्यारपत्रधारकाचे नांव व सही

30/06/2017	08/06/2017
20/06	

मंगळवार, 09 फेब्रुवारी 2016 5:21 न.नं.

दस्त गोपवारा भाग-1

वर्ग 3
दस्त क्रमांक: 941/2016 29/23

दस्त क्रमांक: वर्ग 3 /941/2016

वाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. वर्ग 3 यांचे फायजियात
अ. क्र. 941 वर दि.09-02-2016
रोजी 5:20 न.नं. वा. हजर केला.

पावती:1070

पावती दिनांक: 09/02/2016

तादरकरपाराचे नाव: दि वॉन्ने डाईना अँड गॅन्सुफॅक्चरींग
कंपनी लिमिटेड चे ग्हाईस प्रेसिडेंट फायनान्स एस. राजा

नोंदणी फी रु. 100.00
दस्त हाताळणी फी रु. 460.00
पृष्ठांची संख्या: 23

दस्त हजर करणाऱ्याची सही:

एकूण: 560.00

सह दुप्यन निबंधक, मुंबई-3

सह दुप्यन निबंधक, मुंबई-3

दस्ताचा प्रकार: कुलसुखल्यारपत्र

मुद्रांक शुल्क: 2 वेव्हा तो प्रतिफलार्थ देण्यात आलेला असून त्यामुळे कोणतीही ल्यावर मालगता विकण्याचा प्राधिकार मिळत
असेल त्रव्हा

शिफा क्र. 1 09 / 02 / 2016 05 : 20 : 01 PM ची वेळ: (सादरीकरण)

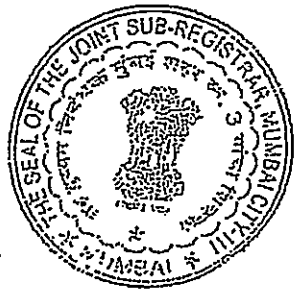
शिफा क्र. 2 09 / 02 / 2016 05 : 20 : 11 PM ची वेळ: (फी)

प्रतिज्ञापत्र

महाराष्ट्र शासन हा नोंदणी कायदा 1906 अंतर्गत अचलसंपत्ती तरतुदीनुसार नोंदणीत
वास्तव्य केलेला आहे. दस्ताची कोणतीही मालगता विभागाक क्वामी. तासीदार व
तासीदारी जालेले कायदे. दस्ताची सत्यता, वैयता
कार्यक्षेत्रात कोणत्याही दस्ताची सत्यता हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:

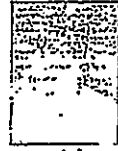


9085 502

9085 502

भारत निवडणूक आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

SZR6760136



क्र. : 95, मीरवाडी, विली
 मंत्रालय
 मंत्रालय, मंत्रालय
 दिल्ली, भारत (दूरध्वनि) - 411000

क्र. : 95, मीरवाडी, विली
 मंत्रालय
 मंत्रालय, मंत्रालय
 दिल्ली, भारत (दूरध्वनि) - 411000

क्र. : 1001/2013
 266 भारतीय प्रजासत्ताक मतदातापत्र परियोजना
 भारत मंत्रालय अधिनियम
 भारतीय प्रजासत्ताक मतदातापत्र परियोजना
 भारतीय प्रजासत्ताक मतदातापत्र परियोजना
 भारतीय प्रजासत्ताक मतदातापत्र परियोजना

भारतीय प्रजासत्ताक मतदातापत्र परियोजना
 भारतीय प्रजासत्ताक मतदातापत्र परियोजना
 भारतीय प्रजासत्ताक मतदातापत्र परियोजना
 भारतीय प्रजासत्ताक मतदातापत्र परियोजना
 भारतीय प्रजासत्ताक मतदातापत्र परियोजना

नाम (पुंलिंग) : मीरवाडी महेश नाथ
 Elector's Name : Meehesh Mahesh Nath
 पत्नीचे नाव : मीरवाडी महेश नाथ
 Elector's Name : Meehesh Mahesh Nath
 लिंग : पुरुष / MALE
 Date of Birth : 20/05/1977

2020
 2020
 2020

REGISTRATION AUTHORITY
 DL No. MH47 20150000501
 Valid till: 14-05-2025 (1st)
 DOI: 16-05-2015
 AUTHORITY TO ISSUE FOLLOWING CLASS OF VOTES THROUGH CUP MEDIA
 COV DOI
 MCVG 15-05-2015
 FORM RULE 16 (7)

DOB 23-05-1977 BS
 Name: UMESH NAGE
 S/O: M. KRISHNA NAGE
 ADD: TIODA HO.25 FLTO HO.9, H.C.C.
 GATE NO.7, MALVANI MALLAD WEST
 MUMBAI
 PIN: 400033
 Signature & ID of
 Issuing Authority, MH47 20153



शिवका क्र.4 ची वेळ:09 / 02 / 2016 05 : 23 : 51 PM

शिवका क्र.5 ची वेळ:09 / 02 / 2016 05 : 24 : 01 PM नोंदणी पुस्तक 4 मध्ये

सद. दुय्यम निबंधक, मुंबई-3

सद. दुय्यम निबंधक

मुंबई शहर क्र. 3

EPayment Details.

sr. Epayment Number
1 MH007127802201516E

Defacement Number
0004191356201516

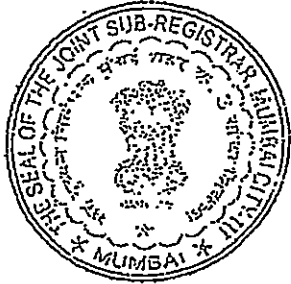
941 / 2016

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2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

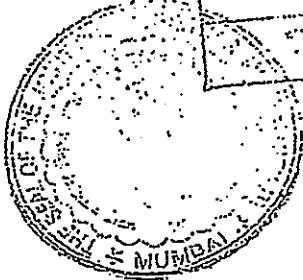
सद. दुय्यम - 3 IV	
ए. नं. 22	22
२०१६	



प्रमाणित करणेत येते की पत्तामध्ये
एकूण 22 फने आहेत, पुस्तक
क्रमिक ६, यवर्ष-३, ए. नं. 22/२०१६
नोंदला - 9 FEB / 2016
दिनांक

सद. दुय्यम निबंधक मुंबई शहर-३.

सद. दुय्यम निबंधक
मुंबई शहर क्र. 3



450/3064

शुक्रवार, 06 एप्रिल 2018 3:32 म.जं.

दस्त गोपवारा भाग-1

बवई-3

दस्त क्रमांक: 3064/2018 9x6/789

दस्त क्रमांक: बवई-3 /3064/2018

मालम मुला: रु. 5,53,57,000/-

गोवदला: रु. 8,27,96,882/-

भातेते मुद्रांक शुल्क: रु.41,40,000/-

दु. नि. सध. दु. नि. बवई-3 यांचे कामांतयात

पावती:3472

पावती दिनांक: 06/04/2018

अ. क्र. 3064 वर दि.06-04-2018

घादल्लणाचे नाव: अनरीश साधला

वेळी 3:21 म.जं. या. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2980.00

घरांची संख्या: 149

एकूण: 32980.00

[Signature]
दस्त हजर करणाऱ्याची सही:

[Signature]
प्र. सध. दु. नि. बवई-3

[Signature]
प्र. सध. दु. नि. बवई-3

दस्ताचा प्रकाश करालागा

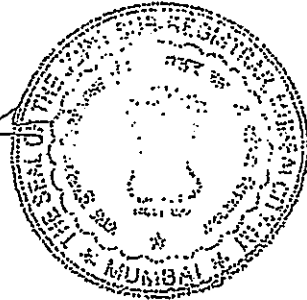
मुद्रांक शुल्क: (एक) कोणत्याही महामगापाविकेच्या हद्दीत किंवा स्थालगत अशातेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (वेत) मध्ये नमुद न केतेलेल्या कोणत्याही नागाी क्षेत्रात

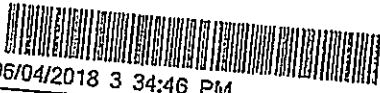
शिक्का क्र. 1 06 / 04 / 2018 03 : 21 : 45 PM ची वेळ: (सादीकरण)

शिक्का क्र. 2 06 / 04 / 2018 03 : 23 : 12 PM ची वेळ: (की)

प्रतिज्ञापत्र
'सावर मळपेक्या हा नोंदणी करवदा १५०० अंतर्गत दस्त गोपवारा मळपेक्या नोंदणीत बाबला क्षेत्रात आले 'कालाती' हद्दीत 'मळपेक्या' नोंदणीत बाबला क्षेत्रात व नोंदणीत 'मळपेक्या' क्षेत्रात 'मळपेक्या' क्षेत्रात 'मळपेक्या' क्षेत्रात, येता कायदेशीर अंतर्गत दस्त लिखाण व नोंदणीत 'मळपेक्या' क्षेत्रात 'मळपेक्या' क्षेत्रात सादीत.

लिहून देणारे: *[Signature]*
लिहून घेणारे: *[Signature]*





06/04/2018 3 34:46 PM

दस्त गोपवारा भाग-2

खवई3

दस्त क्रमांक:3064/2018 986/98

दस्त क्रमांक :खवई3 /3064/2018

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अनरीश सावला पता:9/वी, -, ब्रह्मा ज्योती वील्डींग, चंदावरकर रोड, माटुंगा, मुंबई, -, अंआटूण्या, MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर:AYAPS2788R	लिहून घेणार वय :-33 स्वाक्षरी:- 		
2	नाव:दिनेश सावला पता:9/वी, -, ब्रह्मा ज्योती वील्डींग, चंदावरकर रोड, माटुंगा, मुंबई, -, अंआटूण्या, MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर:AAGPS3318F	लिहून घेणार वय :-63 स्वाक्षरी:- 		
3	नाव:दि वॉम्बे डार्इंग अॅन्ड मॅन्युफॅकचरींग कंपनी लिहून देणार वॉम्बे प्रॅसिडेंट फायनान्स एस राजा वय :-50 मुंबई नगरपालिका मुख्यालय उतन साकुंखे पता:प्लॉट नं. ऑफिस, माळा नं: -, इमारतीचे नाव: नॉर्वेल्स हाउस, ब्लॉक नं: जे. एन. हेरेडिया मार्ग, वॅलाई स्टेट, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर:AAACT2328K	स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:06 / 04 / 2018 03 : 24 : 35 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पता	छायाचित्र	अंगठ्याचा ठसा	
1	नाव:सिद्धेश कांबळे वय:25 पता:ऑफिस नं. 16, 3रा मजला,हाय लार्इफ मॉल, सांताक्रुझ पश्चिम, मुंबई पिन कोड:400054	स्वाक्षरी 		
2	नाव:अमेश नागे वय:30 पता:ऑफिस नं. 16, 3रा मजला,हाय लार्इफ मॉल, सांताक्रुझ पश्चिम, मुंबई पिन कोड:400054	स्वाक्षरी 		

शिक्का क्र.4 ची वेळ:06 / 04 / 2018 03 : 25 : 07 PM

शिक्का क्र.5 ची वेळ:06 / 04 / 2018 03 : 25 : 21 PM नॉदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक, मुंबई-3