

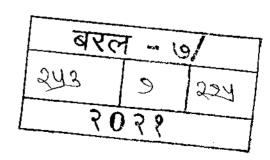
# CHALLAN MTR Form Number-6



GRN MH009291893202021P BARCODE	1 FORMALI A II W. W. A FRANKA A STATA		III Dat	e 29/12/2020-18:2	25:02	Form	ı ID	25.2	
Department Inspector General Of Registration		Payer Details							
·			N (If Any)						
Type of Payment Registration Fee	PAN No.(If Applicable) AIDPB8824A								
Office Name KRL1_JT SUB REGISTRAR KURLA NO 1		Full Name Deepak Kumar Bapana							
Location MUMBAI	Location MUMBAI								
Year 2020-2021 One Time	fear 2020-2021 One Time				Flat/Block No. Sky City Tower D 3505				
Account Head Details	Amount In Rs.	Premises/B	uilding						
0030045501 Stamp Duty	640000.00	Road/Street	t	Dattapada Road B	Borivali	East			
0030063301 Registration Fee	30000.00	Area/Locality		Mumbai					
	•	Town/City/District							
		PIN			4	0	0	0 6	6
THE SUB REGISTAN		Remarks (If Any)  PAN2=AADCI5238A~SecondPartyName=Incline Realty Private Limited~							
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		Amount In	Six Lakh	Seventy Thousand	l Rupe	es Oi	nly		
Total	6,70,000.00	Words							
Payment Details STATE BANK OF INDIA	FOR USE IN RECEIVING BANK								
Cheque-DD Details			Ref. No.	1000050202112	29044	04 96	61494	8436718	
Cheque/DD No.		Bank Date	RBI Date	29/12/2020-18:2	5:59	N	ot Ver	ified with	RBI
Name of Bank	Bank-Branci	h	STATE BANK OF INDIA						
Name of Branch			Date	Not Verified with Scroll					

Department ID: Mobile No.: 9772968900 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चतान केवळ दुरसम निबंधक कार्यालयात नोदंगी करावयाच्या दस्तात्वाठी लागु आहे. भोदंगी न करावयाच्या दस्तात्वाठी सदर चलन लागु







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# AGREEMENT FOR SALE OF PREMISES

THIS AGREEMENT is made at Mumbai this 31 day of \_\_\_\_\_\_, 2020.

#### BETWEEN

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

#### AND

Mr. Deepak Kumar Bapana having his/her/their address at E-0304, Marigold Building, Valley of Flowers, Thakur Village, Kandivali (East), Mumbai - 400101, hereinafter referred to as "The Allottee/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and incase of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns of the OTHER PART.

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#### WHEREAS:

- A. The Promoter is the owner of and/or is seized and/or possessed of and/or is otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in the aggregate approximately 1,01,153.10 square meters which is more particularly described in the First Schedule hereunder written and is delineated by red colour boundary line on the plan annexed and marked as Annexure "1" hereto ("the Larger Property"). The details pertaining to the title of the Promoter to the Larger Property, the pertinent approvals and permissions issued in respect of the Larger Property, litigation proceedings in respect of the Larger Property, covenants (if any) affecting the Larger Property, impediments (if any) attached to the Larger Property, encroachments (if any) on the Larger Property, permissions to be obtained which affects the Promoter's title to the Larger Property, and mortgages/charges on the Larger Property (if any), are elucidated in the Title Certificate and Compendium to Title Certificate both dated 13th May, 2015, Addendum to Title Certificate dated 19th January, 2017 and Second Addendum to Title Certificate dated 24th October, 2018 issued by Wadia Ghandy & Co., Advocates & Solicitors, copies whereof are annexed and marked as Annexure "3" hereto ("Title Certificate").
- B. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Property is as follows,-
  - (i) There are no tenants / occupants on the Larger Property and the Property in exclusive possession thereof save and except as mentioned in paragraph 1000 of the Compendium to Title Certificate dated 13th May, 2007 and paragraph 1 (5) of the Addendum to Title Certificate dated 19th January 2017
  - (ii) There are no illegal encroachments on the Larger Property save and except as mentioned in paragraph N (4) of the Compendium to Title Certificate dated 13th May, 2015 and paragraph L (5) of the Addendum to Title Certificate dated 19th January, 2017; and
  - (iii) There is no mortgage or lien or charge on the Larger Property on the units/premises referred in paragraph D to the Addendum to the Title Certificate dated 19th January, 2017.
- C. The detailed scheme of development attached at Annexure "1" discloses the sanctioned/proposed designated uses of the buildings/structures/towers/wings and the phase/s of development on the Larger Property and is based on the current Approved Layout for the Larger Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property could be finally developed by the Promoter at its sole discretion either in terms of the plans as proposed in Annexure "1" or in such other manner as may be possible under the relevant DCR/applicable laws. The Promoter is entitled to develop the Larger Property by consuming maximum Floor Space Index ("FSI") as more particularly set out in this Agreement and by constructing buildings thereon, as mentioned in this Agreement.
- D. The Promoter is undertaking the development of the Larger Property ("the Whole Project") in a phase-wise manner as mentioned at Recital E below.
- E. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below-
  - (i) The Whole Project shall be developed in a phase-wise manner.





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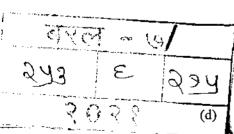
- (ii) The Promoter proposes to utilize a total FSI of 4.00 on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas together aggregating up to 6,55,473 square meters plus the parking area/s and the amenities ("Full Development Potential") in the course of the phase wise development of the Whole Project.
- (iii) The Promoter has disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings on the Larger Property inter alia specifying and identifying the Whole Project, the Real Estate Project (defined below), the Other Residential Component (defined below), the Non-Residential Component (defined below) and the Non-Residential Exclusive Amenities (defined below) and the phase/s in which the Promoter proposes to develop the Whole Project by utilizing the Full Development Potential ("Approved Layout With Phasing/User Superimposed" or "ALPS") and the layout whereof is annexed to this Agreement as Annexure "1". The Allottee/s has/have been informed and acknowledge/s that a PPL (defined below) may be constructed as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project and the same may be handed over to the MCGM (defined below) in accordance with the provisions of the DCR and applicable law.
- (iv) The Allottee/s has/have also perused copies of the amended layout approval dated 17th July, 2017 bearing reference no. CHE/WSII/0606/R1/302 ("Approved Layout") issued by Municipal Corporation of Greater Mumbai ("MCGM"), which is annexed to this Agreement as Annexure "2".
- (v) The ALPS annexed as Annexure "1" hereto discloses inter-alia:
  - (a) The Real Estate Project (defined below) along with the common areas, facilities and amenities;

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

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

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





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

- (e) On the Larger Property including the Non-Residential Portion of the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which shall be for the exclusive use of such person(s) as the Promoter may in its sole discretion deem fit including the allottee/s/occupants of such non-residential buildings/structures/towers/wings and such common areas, facilities and amenities shall not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component ("Non-Residential Exclusive Amenities").
- (vi) The Promoter shall be entitled to designate any spaces/areas in the Other Residential Component and the Non-Residential Component of the Whole Project (including on the terrace and basement levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the Whole Project.

(vii) The name of the Other Residential Component, the Non-Residential Component and any branding/designation of the entire development of the Larger Property / Whole Project shall be as decided by the Property from time to time.

(viii) The nature of development of the Larger Property will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

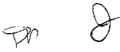
(ix) The scheme and scale of development proposed to be carried out.

Promoter on the Larger Property shall be in accordance with application amended from time to time.

(x) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(xi) The Promoter shall be entitled to confer title of particular tower wing to such Other Societies, as mentioned at Clause 10.2 below.

(xii) The details of formation of the Apex Body (defined below), and, conferment of title upon the Apex Body with respect to a portion of the Larger Property and the Whole Project Included Amenities (defined below) and, retention of title by the Promoter with respect to the Non-Residential Component and the



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Non-Residential Portion of the Larger Property and the Non-Residential Exclusive Amenities, is more particularly mentioned at Clause 10 below.

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

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

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

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

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

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#### Schedule hereunder written.

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



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

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

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

The details of formation of the Society (defined below) and, conferment of title upon the Society with respect to the said Tower and the Real Estate Project are more particularly specified in Clause 10.1 and Clause 10.2 below.

A copy of the Intimation of Disapproval ("IOD") No. CHE/WSII/0505/R1/337(NEW) dated 10<sup>th</sup> February, 2015 as amended on 07<sup>th</sup> November, 2015, 15<sup>th</sup> January, 2016 and 2<sup>nd</sup> August, 2017 and Commencement Certificate ("CC") issued by the MCGM on 29<sup>th</sup> December, 2015 as amended on 23<sup>th</sup> May, 2016 and 13<sup>th</sup> January, 2017 and subsequently amended on 20<sup>th</sup> Aprill 2017, 4<sup>th</sup> August, 2017, 23<sup>rd</sup> November, 2017, 29<sup>th</sup> October 2018 and 23<sup>rd</sup> October, 2020 are hereto annexed and marked as Annexure "4".

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

 The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural

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

- J. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.
- K. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:
  - (i) All title documents by which the Promoter has acquired right, title and interest to develop the Larger Property;
  - (ii) All the approvals and sanctions of all relevant authorities for the development of the Larger Property, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic NOC, Environmental Clearance NOC etc. and such other documents as required under Section 11 of RERA;
  - (iii) All the documents mentioned in the Recitals hereinabov
  - (iv) Title Certificate;
  - (v) Authenticated copies of the Property Register Cards for CTS Nos. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane, Tallya Borivali, Mundoi Suburban District i.e. the Larger Property, which is annually and marked as Annexure "6" hereto.
- L. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- M. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and appropriate and permissions, as referred hereinabove.
- N. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated belien with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, the Whole Project and the Larger Property, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project, the Whole Project and the Larger Property and construct the Real Estate Project under various provisions of the DCR and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Larger Property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.





- O. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its/their Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Whole Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects.
- P. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the Sixth Schedule hereunder written.
- Q. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- R. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the Sixth Schedule hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Price (defined below) as more particularly described in the Sixth Schedule hereunder written and agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both hereby admits and acknowledges).

Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act,

in accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase and according, the said Premises.

Agreement shall be subject to the provisions of RERA, RERA Rules and all other kules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.

V. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure "3"

Annexure "3"

Annexure "4"

Annexure "5"

Annexure "6"

Copy of the ALPS;

Copy of the Approved Layout;

Copy of the Title Certificate;

Copy of the IOD and CC;

Copy of the plan of the said Premises;

Copy of the Property Register Card for CTS No. 107/E, 141, 142, 155 and 155/1 to 12 of Village Magathane;



Copy of the typical floor plan; and



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

Copy of the RERA Certificate

#### 1. INTERPRETATION

Annexure "7"

Annexure "8"

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove including at Recital G, and as approved by the MCGM from time to time.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect with reference to this clause shall mean the change in location of the said Premises within the said Tower.

### 3. PURCHASE OF THE SAID PREMISES AND SALE PRICE

- 3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet area as per RERA as more particularly described in the Sixth Schedule hereunder written and as shown in the floor plan annexed and marked Annexure "7" hereto, at and for the Sale Price more particularly mentioned in the Sixth Schedule hereunder written.
- 3.2 The Promoter shall provide to the Allottee/s absolutely free of any consideration, cost, charge and/or fee, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the Sixth Schedule hereunder written being constructed on the basement/podium/stilt of the said Tower/Real Estate Project. The exact location and dentification of the Real Estate Project in all respects.
- 3.3 The Sale Price for the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any) is mentioned in the Sixth Schedule of hereunder written ("the Sale Price"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Price is earnest money and is referred to herein as the "Earnest Money".
- 3.4 The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the Sixth Schedule hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in the manner and payment instalments more particularly mentioned in the Seventh Schedule hereunder written.
- 3.5 In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes



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(consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

3.6 The Sale Price is escalation-free, save and except escalations/increases, due 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 Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

3.7

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Tower / Real Estate Project is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days With annual interest at the rate specified in the RERA Rules, from the date when shich an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause 3.7, shall be made at the same rate per square meter as agreed in Clause 3.1 above.

The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

3.10 The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the

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manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

- 3.11 The Sale Price is only in respect of the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any). The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the said car parking space/s.
- 3.12 The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.
- 3.13 The Allottee/s agree(s) and confirms(s) that special conditions, if any, as may be applicable to the said Premises and this Agreement shall be as more particularly detailed in the **Tenth Schedule** to this Agreement and which shall if applicable, form an integral part of this Agreement and be binding on the Allottee/s.

4. DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTS OF THE PROMOTER

The Allottee/s agree(s), declare(s) and confirm(s) that,-

## 4.1 Title:

The Allottee/s has/have satisfied himself/herself/itself/themselves about the Hitle of the Promoter to the Larger Property and the entitlement of the Promoter to the Larger Property. The Allottee/s shall not be entitled to further investigate the hitle of free Promoter and no requisition or objection shall be raised on any matter relating to the promoter and no requisition or objection shall be raised on any matter relating to the promoter and no requisition or objection shall be raised on any matter relating to the promoter and no requisition or objection shall be raised on any matter relating to the promoter and no requisition or objection shall be raised on any matter relating to the promoter and no requisition or objection shall be raised on any matter relating to the promoter and no requisition or objection shall be raised on any matter relating to the promoter and the promoter and no requisition or objection shall be raised on any matter relating to the promoter and the p

#### 4.2 Approvals:

4.2.1 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project, the Whole Project and the Larger property.

4.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Tower, the Real Estate Project, the layout thereof, the layout of the Whole Project, 100, 000 building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the Third and Fourth Schedule hereunder written), and the entitlement of the Promoter to provide and designate the Limited Areas and Facilities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities.

4.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the **Fifth Schedule** hereunder written.



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- 4.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the Real Estate Project on the Larger Property.
- 4.2.5 At present, the Promoter estimates that the full and maximal development potential of the Whole Project, Larger Property and the Adjoining Properties (defined below) as mentioned at Recital G above may permit utilisation of the Full Development Potential on the Larger Property. The aforesaid development potential may increase during the course of development of the Whole Project, the Larger Property and/or the Adjoining Properties, and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.
- 4.2.6 The Promoter currently envisages that the Whole Project Included Amenities, shall be provided in the layout of the Whole Project and the Larger Property. Whilst undertaking the development of the Whole Project and the Larger Property to its full and maximal potential as mentioned at Recital E above, there may be certain additions/modifications to the Whole Project Included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee/s hereby consent(s) and agree(s) to the same.
- 4.2.7 As mentioned at Recital N above, the Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the said Tower, the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the said Tower, the Real Estate Project, the Whole Project and the Larger Property, and also in compliance of applicable laws including but not limited to the DCR.

Construction & Finishing:

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The Promoter has appointed/will appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).

In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

All materials including marble, granite, timber etc., contain veins and grains with totality differences and though the Promoter shall pre-select such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and

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the Promoter shall not be responsible and/or liable for the same and Allottee/s shall not raise any claim(s) against the Promoter in this regard.

4.4

Rights and Entitlements of the Promoter & Nature of Development of the Larger Property:

The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement including as stated in this Clause 4.4 in accordance with what is stated at Recitals E and G hereinabove:-

- 4.4.1 The Larger Property is being developed in a phase-wisemanner by constructing and developing multiple buildings/towers/wings/structures thereon including the Real Estate Project, Other Residential Component, the Non-Residential Component and the Entire Amenities for residential/non-residential user/s as may be permissible, in the manner more particularly detailed at Recitals E and G hereinabove. The Promoter shall be entitled to develop the Larger Property as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- 4.4.2 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Property and/or Adjoining Properties (including by way of FSI and Transfer of Development Rights ("TDR") nomenclatured in апу including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Larger Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unalloted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfertered rights of the Promoter in this regard.
- 4.4.3 The Promoter has commenced the process of obtaining the necessary approvals for construction and development of the PPL as a scheme and component of the Whole Project at any location on the Larger Property including beneath the Real Estate Project in accordance with the provisions of Regulation 33(24) of the DCR and applicable law, which PPL will eventually be handed over to the MCGM, and which will thereafter be operated and managed as the MCGM may decide. The PPL may be constructed up to approximately 1,96,410 square meters and may be spread over such basement and podium areas in the Whole Project (including the Real Estate Project) as the Promoter may decide at its sole discretion. The tower/s comprised in the Real Estate Project/the Whole Project

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and the PPL may form a composite structure and will be developed by the Promoter as per the plans as may be sanctioned by the concerned authorities from time to time. Therefore, the PPL shall operate as an independent unit. The Allottee/s has/have been made fully aware of the PPL scheme by the Promoter and the same is understood and agreeable to the Allottee/s. The Promoter shall be entitled to utilise and exploit the incentive/additional FSI sanctioned by the MCGM in lieu of development and delivery of the PPL in the manner the Promoter may in its sole discretion deem fit. The proposed PPL may use such entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee/s or any other allottee/s in the Whole Project. The Promoter shall amend the sanctioned plans from time to time for the construction and development of the PPL. In the event the PPL scheme is not implemented for any reason whatsoever or to the extent as envisaged, the basements and podiums shall be reduced accordingly and the same is understood and agreeable to the Allottee/s and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

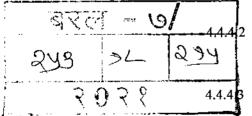
The construction and development of the Real Estate Project being a phase of the Whole Project is presently sanctioned in the manner stated inter-alia in the IOD and CC and the layout for the Real Estate Project/the Whole Project As mentioned and as disclosed at Recital E and G hereinabove and as disclosed in the ALPS at Annexure "1" hereto and as part of the Proposed Future and Further Development of the Larger Property, the IOD, CC, layout for the Real Estate Project/the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/future) as stated at Recital E above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed at Recital E including in the ALPS at Annexure "1" hereto and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected -



4.4.4.1 Develop the Whole Project and the Larger Property and construct the building(s) thereon including the Real Estate Project, the Other Residential Component, the Non-Residential Component and the Entire Amenities;

Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;

Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels) (including the IOD and CC), design, elevation for the purpose of exploiting and consuming the full and







maximal development potential of the Whole Project and the Larger Property (both inherent and further/future) at present and in future;

- 4.4.4.4 To apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the full and maximal development potential of the Whole Project and the Larger Property as stated in this Agreement;
- 4.4.4.5 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
- 4.4.4.6 To construct, develop and raise buildings, structures, towers and wings on the Larger Property, with and without common podium levels and other common levels;
- 4.4.4.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Larger Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.4.8 To construct lesser number of upper floors (from what is disclosed in the ALPS at Annexure "1" hereto) in respect of the said Tower and/or the Real Estate Project and/or the Other Residential Component and the Alfottee's the Non-Residential Component or any part thereof, and the Alfottee's shall not have any claim(s) against the Promoter in this regard; Alagra
- 4.4.4.9 To construct in, over or around or above the terrace of the Real Estate Project any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM application any other authority;
- 4.4.4.10 Construct site offices/sales lounge on the Whole Project and the Property (or part thereof) and to access the same at any time;
- 4.4.4.11 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and the Larger Property and any construction thereon including the said Tower, the Real Estate Project, the Other Residential Component and the Non-Residential Component, including to view and examine Fig condition and state thereof:
- 4.4.4.12 To use the common areas, facilities and amendies, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Larger Property;
- 4.4.4.13 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Larger Property and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee/s will be required;



- 4.4.4.14 To allot and grant car parking spaces in/on the Whole Project and the Larger Property to allottee/s of units/premises in/on the Whole Project and the Larger Property;
- 4.4.4.15 To grant or offer upon or in respect of the Whole Project and the Larger Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project and the Larger Property.
- 4.4.4.16 The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Property. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other allottee/s of flats/units/premises in the said Tower and/or the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the land described in the First Schedule and the Second Schedule hereunder written and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Property.

The Promoter shall be entitled to construct in, over or around or above the terrace of the said Tower/the Real Estate Project any additional area or facility as may be permitted within the rules of the MCGM and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility as mentioned hereinabove shall form part of the Non-Residential Exclusive Amenities.

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4.4.5.1 Amalgamate schemes of development, land plates, lands, land composition and land mix,

- 4.4.5.2 Float FSI/TDR from the Larger Property onto the Adjoining Properties and from the Adjoining Properties onto the Larger Property, and undertake consequent construction, development, sale, marketing and alienation,
- 4.4.5.3 Provide common access and entry and exit points to the Larger Property (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the Larger Property (or part thereof) and the Adjoining Properties,
- 4.4.5.4 The Promoter reserves it right(s) to amalgamate the Adjoining Properties with the Larger Property and all references in this Agreement to the Larger Property shall be construed as references to such amalgamated property unless the context otherwise requires.
- 4.4.6 The overall development of the Larger Property being dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, including the Whole Project Included Amenities, the Other Residential Exclusive Amenities and/or the Non-Residential Exclusive Amenities. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Whole Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and might be provided only subsequently.
- 4.4.7 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the said Tower, the Real Estate Project, the Other Residential Component, the Non-Residential Component, the Whole Project and/or the Larger Property or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it may in its sole discretion deem fit.
- 4.4.8 Subsequent to the conveyance to the Society and the Other Societies (defined below) as stated at Clause 10.2 below and the Apex Body Conveyance (defined below) as stated at Clause 10.4 below and completion of development of the Whole Project and the Larger Property, the Promoter will retain air rights (including the air rights above the Real Estate Project, the Other Residential Component and the Non-Residential Component) for branding and designation of the Promoter with respect to the development of the Whole Project and the Larger Property. The conveyance to the Society and the Other Societies as stated at Clause 10.2 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as an 'Oberoi Realty' project. The Apex Body Conveyance as stated at Clause 10.4 below, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and Standing rights in/upon the Whole Project and the Larger Property and the right to designate and brand the overall development of the Whole Project and Larger Property
- 4.4.9 Until conveyance to the Society and the Other Societies as stated at Clause 18.28 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall always be entitled to put a hoarding on any part of the Real Estate Project or the Other Residential Component or the Non-Residential Component

'Oberoi Realty' project.

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or the Larger Property including on the terrace and/or on the parapet wall and/or on the Larger Property, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the Real Estate Project or on the Other Residential Component or the Non-Residential Component or on the Larger Property as the case may be. Until such conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the Apex Body Conveyance as stated at Clause 10.4 below, the Promoter shall be entitled to use and allow third parties to use any part of the Real Estate Project and/or the Larger Property respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

4.4.10 The Promoter shall be entitled to designate any spaces/areas on the Whole Project and the Larger Property, the Real Estate Project, the Other Residential Component, the Non-Residential Component or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastrucutre (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in The manner the Promoter may require, and may be utilised in common by occupants of units/premises in the Real Estate Project /on the Larger Property/on the Adjoining Properties, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Property.

The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Larger Property till the time of the Apex Body Conveyance as stated at Clause 10.4 below. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this nurpose.

The name of the Real Estate Project shall always be "Sky City", and shall not be changed without the prior permission of the Promoter.

In the event any flats/premises/spaces/areas in the Real Estate Project are unsold/unallotted/unassigned on execution and registration of the coneyance to Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. After the receipt of the Occupation Certificate, the Promoter shall be required to pay a sum of Rs.1000/(Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way

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of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

- 4.4.14 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.
- 4.4.15 Without prejudice to what is stated at Clause 7.3 (Transfer of Premises) below, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or life ve Allottee/s' benefit/s under this Agreement, then the Promoter stall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s) title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-
  - 4.4.15.1 The Allottee/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed fransferee (ii) the proposed sale price (such sale price shall be denominated point rupees i.e. INR) and hereinafter referred to as "Offer Price"), including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Offer Premises and an explanation of the basis for such calculation.
  - 4.4.15.2 In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase /acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price.



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4.4.15.3 The Promoter may at its sole discretion, on a written request to that effect made by the Allottee/s prior to the exercise of the option by the Promoter as contemplated in Clause 4.4.15.2, dispense with the ROFR upon the Allottee/s making payment of such sum not exceeding 2% (two per cent) of (a) the Offer Price or (b) the price at which the Promoter is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST, Service Tax, VAT thereon as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Allottee/s be entitled to sell the said Premises to the said proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

4.4.15.4 The Allottee/s agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Allottee/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter in terms of Clause 4.4.15.3 above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in Clause 4.4.15.2 above, then the Allottee/s right to sell the said Premises to such proposed transferee shall lapse and the Allottee/s shall not claim any repayment of the aforesaid 2% (two percent) together with applicable taxes. Thereafter, the ROFR of the Promoter in respect of the said Premises shall stand automatically reinstated and the provisions of Clause 4.4.15 and the process to be followed therein including payment of 2% (two percent) shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises.

It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in Clauses 4.4.15.1 to 4.4.15.4 above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.

4.4.16 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter feither through the Allottee/s banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee's financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.

RIGHTS & ENTITLEMENTS OF THE PROMOTER BEING ESSENCE OF THE CONTRACT

The Allottee/s agree(s) that since the scheme of development of the Whole Project and the Larger Property placed before the Allottee/s as disclosed at Recital E above and in the ALPS at Annexure "1" hereto envisages the development of the Whole Project and the Larger Property in a phased manner to the Full Development Potential, the Allottee/sp

has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and this Clause 4 and in Recitals E and G hereinabove and in the ALPS at Annexure "1" hereto and the Proposed Future and Further Development of the Larger Property, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project and the Larger Property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the Whole Project and the Larger Property and/or the Adjoining Properties and all infrastructure thereon including common and applicable and amenities and the PPL as envisaged by the Promoter unter the schemes development.

#### 5. PAYMENTS

- With respect to any payments to be made by the Allottee/s to the Bromoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and continue that:
  - 5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount, without any delay, demur or default. It is clarified that the instalments of the Sale Price listed under schedule of payment stipulated in the Seventh Schedule hereunder are not listed in a serialised order. The Promoter will raise demand for payment of instalments of the Sale Price as per the agreed dates as mentioned in the Seventh Schedule or as and when the corresponding milestone is achieved irrespective of whether any prior milestone has been achieved or not and subject to completion of total number of slabs of the said Tower, and the Allottee/s agree/s not to raise any objection to the same.
  - 5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account of the Promoter, which account is detailed in the Sixth Schedule hereunder written.
  - 5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (Loan & Mortgage) below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the Seventh Schedule hereunder written, then the Allottee/s-agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the Seventh Schedule hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter That he entitled to exercise the provisions of Clause 5.1.6, Clause 5.1.7, Clause 5.1.8, Clause 5.1.9 and Clause 9 herein below. The Allottee/s further agree s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/finanding arrangement any bank/financial institution as envisaged at Clause 5.2 (Loan & Mortgage), the Allottee/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Price directly to the bank account of the Promoter,





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based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.

- The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s as stated at Clause 16 (Notice) including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- 5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 5.1.6 The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.
- 5.1.7 If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.

Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due hate of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by incerned local authority and other outgoings) and/or (b) the Allottee/s mmitting 3 (three) defaults of payment of instalments of the Sale Price, the fromoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Pefaul Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter Termination Notice"), by Courier / E-mail 7 Regultered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand

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terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s under the transaction contemplated herein with respect to the said Premises, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

5.1.9 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee/s to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may in its sole discretion dean manner.

5.1.10 The details of the respective Permanent Account Number of the Representation of t

## 5.2 Loan & Mortgage:

5.2.1 For payment of installments of the Sale Price and all other arounts due and payable in terms of this Agreement to the Promoter, he Alottee's shall be entitled to avail loan from a bank/financial institution and to not game the entitled to avail loan from a bank/financial institution and to not game the such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee's for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee's has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee's under this Agreement.

5.2.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary decomposition) with respect to such loan or mortgage.

5.2.3 The agreements and contracts pertaining to such Idan and mortgage shall not impose any liability or obligation upon the Promoter in any magner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Allottee under-

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this Agreement and in terms of Clause 7.1.5 herein below, and shall also observe and be compliant with the terms of Clause 5.1.3 of this Agreement.

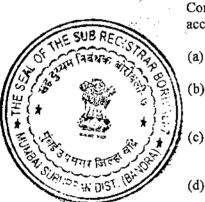
#### 6. CAR PARKING SPACE/S

- The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own vehicle and also for parking guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the Sixth Schedule hereunder written. The exact location and identification of such car parking space/s in the basements/podium/stilt will be finalized by the Promoter only upon completion of the Real Estate Project in all respects.
- 6.2 The Promoter has allocated/shall be allocating other car parking spaces to other allottee/s of premises in the Real Estate Project, the Other Residential Component, the Non-Residential Component and the Whole Project and the Allottee/s shall not raise any objection in that regard.

#### 7. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS

#### 7.1 Possession of the Premises:

7.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the Sixth Schedule hereunder written ("Completion Date"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-



- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
  - Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.
- 7.1.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7.1.1 above), then the Allottee/s shall be entitled to either of the following:
  - call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate") for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The

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interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; **OR** 

- the Allottee/s shall be entitled to terminate this Agreement by giving (b) written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.
- 7.1.3 In case if the Allottee/s elects his/her/their/its remedy under sub-clause 7.1.2

  (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 7.1.2 (b) above.
- 7.1.4 The Limited Areas and Facilities are listed in the Sixth Schedule hereunder written. The Tower Amenities that may be usable by the Alloree's are listed in the Third Schedule hereunder written. The Whole Poject included Amenities that may be usable by the Allottee's are listed in the Fourth Schedule hereunder written. The internal fittings and fixtures in the same Premises that shall be provided by the Promoter are listed in the Fifth Schedule hereunder written. The disclosures pertaining Residential Exclusive Amenities, the Non-Residential Exclusive Amenities and the Limited Areas and Facilities have been made by the Promoter as mentione at Recitals E and G above respectively.
- 7.1.5 Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("Possession Notice"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement including in accordance with the provisions of Clause 5 herein above.
- 7.1.6 The Allottee's shall take possession of the said Fremises within 15 (fifteen) days of the date mentioned in the Possession Notice.
- 7.1.7 Post receipt of the Possession Notice, the Allottee's may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of

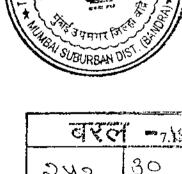




handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the said Tower/ the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the said Tower/the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the said Tower, the Real Estate Project, the Whole Project and/or the Larger Property.

- Upon receiving the Possession Notice from the Promoter as per Clause 7.1.5 7.1.8 above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7.1.6 above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.
  - 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project, the Whole Project and the Larger Property including inter-alia, club house membership fee, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Whole Project and/or the Larger Property. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as mentioned in the Ninth Schedule hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintainence charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

ष४ल 7.190 The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 7, deposit such amounts as mentioned in the 30 Eighth Schedule and Ninth Schedule hereunder written with the Promoter. ર્ચ્યુ ર The amounts as more particularly mentioned in the Eighth Schedule hereunder written are not refundable and can be appropriated by the Promoter २**०२**१ and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Eighth Schedule and Ninth Schedule hereunder



7.1.9

to the bank account of the Promoter, as detailed in the **Sixth Schedule** hereunder written. The unspent balance, if any, of the amounts mentioned in the **Ninth Schedule** hereunder written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

7.1.11 If within a period of 5 (five) years from the date of receipt of the Occupation Certificate of the said Tower, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Allottee/s is/are aware and agree(s) and confirm(s) that the said Premises shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee/s is/are aware that the said Tower is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structual members or the construction of any new wall or structural member may adversely impact the said Tower at various places A in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society/the Other Societies'/the Ofher Residential Component Societies'/ the Apex Body shall have no claim(spot) whatsoever

7.1.12 The Allottee/s shall use the said Premises or any part thereof or period same to be used only for residential purpose. The Allottee/s shall parking space/s only for purpose of parking vehicle and shall his/her/their vehicles at any other location on the Larger Property.

nature against the Promoter in this regard.

7.1.13 The 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 MCGM at the time of sanctioning the said blans or thereafter and shall, before handing over possession of the said Premises to the Allattee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

7.1.14 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the Tower Amenities. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Price and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

## 7.2 Common Areas Facilities & Amenities:

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- The Allottee/s shall not have any right, title, interest, etc. in respect of the 7.2.1 common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Tower Amenities and the Whole Project Included Amenities in common with other allottee/s and users in the Real Estate Project, the Whole Project, the Adjoining Properties and the Promoter and its contractors, workmen, agents, employees, personnel and consultants, including the car parking space/s mentioned in the Sixth Schedule hereunder written. The Allottee/s is/are also aware that the Promoter shall designate certain common area, facilities and amenities as the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and the Non-Residential Component and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.
- 7.2.2 In the event the Allottee/s is desirous of availing any of the optional fittings/furniture/fixtures/equipment in respect of the said Premises as set out in the Sixth Schedule ("Optional Fittings / Furniture / Fixtures / Equipment"), then the Allottee/s agree(s) and confirm(s) that the same shall be made available at his/her/their/its cost and expense as may be informed by the Promoter. The Allottee/s further agree(s) to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST, Service Tax, VAT and all other indirect taxes thereon.
- 7.2.3 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Property/Adjoining Properties shall be an integral part of the layout of the development of the Whole Project and the Larger Property including the neighboring buildings/towers on the Larger Property/the Adjoining Properties and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive hights with respect to the same.

The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

The Allottee/s shall be required to pay a 1 (one) time non-refundable membership fee with respect to the club house as specified in this Agreement.

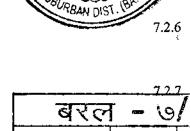
It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.

The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.

The Allottee/s shall at no time demand partition of the said Premises and/or the said Tower and/or the Real Estate Project and/or the Other Resdential Component and/or the Non-Residential Component and/or the Whole Project and/or the Larger Property.

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#### 7.3 Transfer of the said Premises:

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and without the prior written permission of the Promoter.

#### 8. COVENANTS OF THE ALLOTTEE/S

The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the said Tower, the Real Estate Project, the Whole Project, and the Larger Property, for maintaining the value of the said Tower, the Real Estate Project, the Whole Project and the Larger Property, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

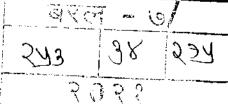
- 8.1 Not to do or suffer to be done anything in or to the said Tower, the Real Estate Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the said Tower, the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the said Tower and the Real Estate Project.
- 8.2 Not to raise any objection to the Promoter completing the construction of the Read Estate Project and the Whole Project (including additional floors in the Large, Property) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee's taking possession of the said Premises.
- 8.3 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Tower and/or the real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Tower and/or the Real Estate Project.
- 8.4 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager of the Society with respect to the use and occupation of the said Premises.
- 8.5 Not to demolish or cause to be demolished the said Fremises or any part thereof and in particular so as to support, shelter and protect other parts of the said lower and the Real Estate Project.
- 8.6 Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Tower and the Real Estate Project.





- 8.7 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- 8.8 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Tower and the Real Estate Project.
- 8.9 Not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 8.10 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Tower and the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the said Tower and/or the Real Estate Project or do any act to affect the FSI/development potential of the Larger Property.
- 8.11 Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Tower or the Real Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 7.1.11 of this Agreement shall immediately cease and the Allottee/s/the Society/the Other Societies'/the Other Residential Component Societies'/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.
  - To maintain the aesthetics of the said Tower or the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the said Tower, the Real Estate Project, the Whole Project and the Larger Property, the Allottee/s agree and covenant as follows:

Not to affix any fixtures or grills on the exterior of the said Tower/the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall forthwith become liable to pay a sum of Rs. 1,00,000/-(Rupees One Lakh only) to the Promoter. Out of the said sum of Rs. 1.00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the romoter to rectify the same to be in compliance with design approved by he Promoter and carry out repairs to the damages that has been caused to he said Tower/the Real Estate Project because of the fixtures and/or grills or otherwise, and the Allottee/s shall forthwith hand over the balance



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amount to the Promoter. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

- 8.12.2 Not to install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only). Out of the said sum of Rs.1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the said Tower/the Real Estate Project because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon conveyance of the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- 8.12.3 Not to throw dirt, rubbish, rags, garbage or other refuse of permit his same to be thrown from the said Premises into the compound of the refuge Door or any portion of the Larger Property and the said Nower the Real Estate Project. If the Allottee/s or any members of the Allottees's' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become lable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottees/s or any members of the Allottees/s. family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- 8.12.4 Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said fremises, the said Tower, the Real Estate Project or the Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the said Tower, the Real Estate Project or the Larger Property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter





in the the said Tower/the Real Estate Project/the Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the said Tower/the Real Estate Project/the Larger Property and or the lifts installed in the said Tower/the Real Estate Project. If the Allottee/s or the members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.5 Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the said Tower and/ or the Real Estate Project and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the said Tower and/or the Real Estate Project and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the said Tower and/or the Real Estate Project and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this subclause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.6 Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage said Tower and/or the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in said Tower and/or the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in said Tower and/or the Real Estate Project. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the

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Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

8.12.7 Not to display/permit to be displayed at any place in/upon the said Tower and/or the Real Estate Project or the Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Tower or common area therein or in any other place or on the window, doors and corridors of the said Tower and/or the Real Estate Project. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 belown the Promoter shall hand over such amounts to the Society exclusive of an interest thereon and the same shall be reflected in the accounts of the Allottee/s with the Society and if the Allottee/s does to pay the aforesaid sum, the same shall be shown as amounts quistanding and din from the Allottee/s to the Society in the Society's accident

8.12.8 To make suitable arrangement for removal of debris trising out of any interior decoration, renovation, furniture making or any wifer allied work in the said Premises. The Allottee/s's labourers/contractors/shall responsible for the removal of debris such as marble pieces or any wastage material etc. from the said Premises on a daily basis. The Allottee/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the said Tower and/or the Real Estate Project/Larger Property. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s or any person employed by the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10.000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies as stated at Clause 10.2 below, the Promoter shall hand over such arrounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.





The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from committing such default at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottees/s' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.

8.13 Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the said Tower and/or the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies.

Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society or the Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the said Tower and/or the Real Estate Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the said Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Larger Property to the access, ingress and egress into and upon the Larger Property including the said Tower, the Real Estate Project, the Whole Project, the Other Residential Component, the Non-Residential Component, the Tower Amenities, the Whole Project Included Amenities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, and other reason inconvenience that could arise by virtue of such common access and entry.

Not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Tower and/or the Real Estate Project which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any



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interference whatsoever caused by the occupants of the adjoining premises of the said Tower and/or the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.

- 8.17 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Tower/the Real Estate Project.
- 8.18 Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- 8.19 Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Tower/the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- 8.20 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- Shall cause the Society to paint the the said Tower at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society and the Other Societies as stated at Clause 10.2 below and the land comprised in the Larger Property in favour of the Apex Boowas stated at Clause 10.4 below and shall bear his/her/it's/their respective stare of experiess to paint repair, water proof and refurbish the said Tower and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same
- 8.22 Not to object to the permission granted/to be granted by the Promoter to other allottee/s for the use of their respective appurtenant spaces and the car part spaces.
- Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s convenience.

  Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- 8.24 Shall accept, follow abide by the Fit-Out Guidelines framed by the Premoter from time to time for maintenance and management of the said Premises and other sules and regulations, the Larger Property, the Whole Project, the said Tower and the Real Estate Project and/or the security thereof or of the aesthetics and ambience of the said Tower/the Real Estate Project, it being clearly agreed that in the event



the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.

- Not to do any act, deed, matter or thing during the course of fit-out/furnishing the 8.25 said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.
- Not to, make any structural/internal masonry/dummy flooring/plumbing changes 8.26 in any manner whatsoever.
- Not to obstruct/close the drain out points of the aluminum window tracks while 8.27 laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- Shall on completion of the fit-outs of the said Premises, submit to the Promoter 8.28 without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- Not to do or permit to be done any act or thing which may render void or voidable 8.29 any insurance of the Larger Property, the Whole Project, the said Tower and the Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- If any allottee/s/occupants in the Real Estate Project including the Allottee/s make 8.30 any internal structural/non-structural changes to any premises in the said Tower, the Real Estate Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.

To rectify and make good any breach or default of any of the covenants contained in this Clause 8, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 8 by the Allottee/s shall be of the essence of this Agreement.

The Allottee/s agree(s) and covenant(s) that the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Other Residential Component and the Non-Residential Component and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.

The Allottee/s agree(s) and covenant(s) that the entry and exit points and access to the Whole Project and the Larger Property shall be common to all allottee/s, users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee/s agree(s) and covenant(s) to not demand any parate independent access and/or entry/exit point exclusively himsel herself/themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project, the Whole Project and/or any part thereof. The Allottee/s



further agree(s) and covenant(s) that the proposed PPL may use such entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee/s or any other allottee/s in the Whole Project.

- 8.34 The Allottee/s agree(s) and covenant(s) that the designated recreation ground areas, the clubhouse and swimming pool forming part of the Whole Project Included Amenities shall be common to all the allottee/s, users and occupants in the Whole Project including all buildings, towers and structures thereon and the Allottee/s shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same. The Allottee/s further agree(s) and covenant(s) that the Allottee/s shall not through him/her/themselves/itself and or through the Society prevent access of the designated recreation ground areas to the allottee/s / occupants of the Whole Project.
- 8.35 The Allottee/s is/are aware that the entire Larger Property and the Whole Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Larger Property and the Whole Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors / assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause 8.35, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged), even after the Society Conveyance, Other Societies' Conveyance, the Other Residental Component Societies' Conveyance and the Apex Body Conveyance, to repair reconstruct redevelop, restore and/or renovate in any manner howsoever/and whatsoever, the Non-Residential Component and the Non-Residential Exclusive Amenities on any part thereof, without any restriction or interference whatsoever and the Afforce/s hereby undertakes and covenants to not raise any objective and/or claim in this regard and/or restrict any of the aforesaid. This Clause is of the essence of this
- 8.36 The Allottee/s agree(s), confirm(s) and covenant(s) that the iscange of the Occupation Certificate with respect to the said Tower/the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the said Tower/the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allotteec/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the said Tower/the Real Estate Project.
- 8.37 The Allottee/s agree(s) and confirm(s) that the Prompter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate. Project and the remaining portions of the Whole Project and the Larger Property and the Allottee/s hereby consent(s) to the same.
- 8.38 Not to demand that a compound wall be constructed around the Real Estate Project.

### 9. EVENTS OF DEFAULT

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- 9.1 If one or more of the events or circumstances set out in Clause 9.2 ("Event of Default") shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice ("Rectification Notice") to rectify the same within a period of 15 (fifteen) days from the date thereof ("Cure Period"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("Default").
- 9.2 Subject to Clause 9.1 above, the following events shall be construed as a Default,-
  - 9.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;
  - 9.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 7.1 above;
  - 9.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 8 (Covenants of the Allottee/s) above and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;
  - 9.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
  - 9.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months:
    - 2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
      - If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
  - 2.2.8 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
  - 9.2.9 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or

9.2.10 If any of the aforesaid have been suppressed by the Allottee/s.

Consequences of Default:

On the occurence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned

at Clauses 5.1.8 hereinabove

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9.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

### 10. FORMATION OF THE SOCIETY & APEX BODY

### 10.1 Formation of the Society and Other Societies:

- 10.1.1. The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the said Tower in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- 10.1.2. The Allottee/s shall, along with other allottees of premises/units in the said Tower, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the said Tower in which the allottees of the premises of the said Tower alone shall be joined as members ("the Society").
- 10.1.3. For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Allottee/s also accept(s) and accept writings including the society register to be filled up, including delepting and substitution of the Allottee/s/other allottees in the said Tower consequent to sale and transfer of the said Premises/their respective premises, and the Allottee/s shall not object to the same.
- 10.1.4. The name of the Society shall be solely decided by the Promotion
- 10.1.5. The Society shall admit all allottee/s of flats and premises in as members, in accordance with its bye-laws.
- 10.1.6. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Tower, if any.
- 10.1.7. The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in other towers of the Real Estate Project, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies").
- 10.1.8. The Promoter shall similarly submit application/s to the competer authoraties to form a co-operative housing society to comprise solely of the allottees of units/premises in other towers of the Other Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative



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Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Residential Component Societies").

10.1.9. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society/Other Societies'/Other Residential Component Societies', including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.

### 10.2 Conveyance to the Society and Other Societies:

10.2.1 Within 3 (three) months from the date on which (a) the Promoter has sold all apartments/flats in the said Tower and the Promoter has received the entire sale price and other monies from all allottees in the said Tower and (b) the Full Occupation Certificate with respect to the said Tower is issued, the said Tower inclusive of the Tower Amenities in the said Tower shall be conveyed by the Promoter to the Society vide a registered indenture of conveyance ("Society Conveyance"), provided however that the other towers in the Real Estate Project, the Whole Project Included Amenities, the Other Residential Exclusive Amenities, the Non-Residential Exclusive Amenities and the Larger Property shall be retained by the Promoter and shall not be conveyed to the Society. The Society shall be required to join in execution and registration of the Society Conveyance. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the said Tower including the Tower Amenities and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary cooperation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance/Other Societies' Conveyance (defined below)/Other Residential Component Societies' Conveyance (defined below) and the transaction contemplated thereby including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Society alone and the Promoter shall not be liable towards the same.

10.2.3 The Promoter shall execute and register similar conveyances to the Other Societies in the Real Estate Project ("Other Societies' Conveyance").

10.2.4 The Promoter shall execute and register similar conveyances to the Other Residential Component Societies ("Other Residential Component Societies' Conveyance").

	ST 10.3 Formation of the	Apex Body:
	243 10.3.1 Within a p	Find of 6 (six) months from the later of the Society Conveyance, Societies' Conveyance and the Other Residential Societies', the Promoter shall submit application/s to the competent
ļ	Conveyance	the Promoter shall submit applications to the competent

- authorities to form a federation of societies comprising the Society, Other Societies and Other Residential Component Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body").
- 10.3.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

### 10.4 Conveyance to the Apex Body:

10.4.1 Within a period of 6 (six) months of registration of the Apex Body, the Promoter and the Apex Body shall execute and register an Indenture of Conveyance ("Apex Body Conveyance") whereby the Promoter shall along with the Whole Project Included Amenities convey in favour of the Apex Body all its right, title and interest in the portion of the Larger Property that is remaining after:

(a) handing over the stipulated percentage if any, to the authority;

(b) developing and handing-over a public amenity

(c) handing-over set back land;

(d) handing-over non-buildable/buildable reserver.Property;

(e) retaining non-buildable/buildable reservations and

(f) retaining the Non-Residential Portion of the Larger Property, the Nesidential Component and the Non-Residential Exclusive Amenities.

10.4.2 It is clarified and agreed that the Apex Body Conveyance shall not include the Non-Residential Portion of the Larger Property, Non-Residential Component, and the Non-Residential Exclusive Amenities, which shall all be retained by the Promoter as the owner thereof and/or may be conveyed by the Promoter to such persons/entities as the Promoter may in its sole discretion deem fit and subject to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottees on the Larger Property to the access, ingress and egress into and upon any portion of the Larger Property including the said Tower, the Real Estate Project, the Whole Project, the Other Residential Component, the Non-Residential Component, the Tower Amenities, the Whole Project Included Amenities, the Other Residential Exclusive Amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever. The relationship and contractual agreement the Apen Body, the Promoter and such persons/entities as referred hereinabove shall be captured in such deeds, documents and writings as the Promoter may require to be executed and/or registered ("Retention Inter-se Agreements").

10.4.3 It is clarified that the designated recreation ground areas, the clubhouse and swimming pool forming part of the Whole Project Included Amenities shall be conveyed only to the Apex Body and the Allottee's shall not and/or cause the Society to claim any sole right(s), title, interest with respect to the same.





- 10.4.4 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance, Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Property conveyed to the Apex Body and including the Whole Project Included Amenities and the Promoter shall not be responsible for the same.
- 10.4.5 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Apex Body Conveyance, the Retention & Inter-se Agreements and the transaction contemplated thereby, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.
- 10.4.6 Neither the Apex Body nor the Society/the Other Societies shall ever claim and/or demand for partition of the Larger Property or any part thereof.

## 11. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S

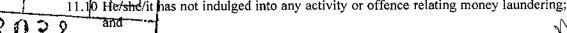
The Allottee/s represent(s) and warrant(s) to the Promoter that:-

- 11.1 He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 11.2 He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- No receiver and/or liquidator and/or official assignee or any person is appointed in 11.3 the case of the Allottee/s or all or any of his/her/its assets and/or properties;
  - None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;

No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;

- 11.7 He/she/it/they has/have not compounded payment with his/her/their creditors;
- He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 11.9 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Larger Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments; 2 પ3 86
  - 11.10 He/she/it has not indulged into any activity or offence relating money laundering;





11.11 No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.

The representations and warranties stated in this Clause 11 are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

### 12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate,-

- 12.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Property and also has actual, physical and legal possession of the Larger Property for the implementation of the Real Estate Project;
- 12.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- 12.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- 12.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- 12.5 All approvals, licenses and permits issued by the competent authorities respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- 12.6 The Promoter has the right to enter into this Agreement and has not committee or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 12.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Larger Property and the said Premises, which will in any manner, affect the rights of Allottee/s under this Agreement;
- 12.8 The Promoter confirms that the Promoter is not reserviced in any whatsoever from selling the said Premises to the contemplated in this Agreement;
- 12.9 The Promoter has duly paid and shall continue to pay and discharge undisp 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 Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with Clause 7.1 above and thereupon shall be proportionately borne by the Society;



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12.10 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 Larger Property) has been received or served upon the Promoter in respect of the Larger Property and/or the Real Estate Project except those disclosed to the Allottee/s.

### 13. NOMINEE

- 13.1 The Allottee/s hereby nominate/s the person identified in the Sixth Schedule hereunder written ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.
- 13.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

### 14. INDEMNITY

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The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in emplying/performing his/her/their obligations under this Agreement.

# CONSTRUCTION OF THIS AGREEMENT

In this Agreement where the context admits:

Any reference to any statute or statutory provision shall include:

15.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

15.1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.

15.2 any reference to the singular shall include the plural and vice-versa;

any references to the masculine, the feminine and/or the neuter shall include each other;

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- the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- 15.5 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 15.6 each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 15.7 references to a person (or to a word importing a person) shall be construed so as to include:
- 15.7.1 an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

15.7.2 that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

### 16. NOTICE

16.1 All notices to be served on the Allottee/s and the Promoter as contempored by this Agreement shall be deemed to have been duly served if self to the Allottee/s or the Promoter by Courier or Registered Post A. D or notified Fimail ID/Under Certificate of Posting at their respective addresses as specified in the Sixth Schedule hereunder written.

16.2 It shall be the duty of the Allottee/s and the Promoter to inform an advantage of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

### 17. COSTS & EXPENSES

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties, stamp duty (including deficit/additional stamp duty amount, if any, demanded by concerned authority(ies)), registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Aggregation on the transaction contemplated herein.

### 18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the

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Allottee/s or made available for the Allottees/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

- 18.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.
- 18.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Tower, the Real Estate Project, the Whole Project or the Larger Property or any part thereof.

### 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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 Allottee/s who has taken or agreed to take such said Premises.

### 20. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

# **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as a such provisions with the purpose of this Agreement and to the extent necessary to conform to the RERA 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.

### 22. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

### 23. 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.

### 24. 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 Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s 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, Maharashtra, India.

25. The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

### 26. JOINT ALLOTTEES:

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

### 27. DISPUTE RESOLUTION:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

### 28. GOVERNING LAW:

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

### 29. RIGHT TO AMEND

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

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

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

31. ALLOTTEE/S WHO IS/ARE NON-RESIDENT/FOREIGN NATIONAL INDIAN ORIGIN

It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

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

### THE FIRST SCHEDULE ABOVE REFERRED TO

(Being description of the Larger Property)

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

On or towards East

Western Express Highway;

On or towards West

D.P. Road:

On or towards North

CTS No. 148, 150 and 151 of Village Magathane;

On or towards South :

: Dattapada Road / D.P. Road.

### THE SECOND SCHEDULE ABOVE REFERRED TO

iption of the Real Estate Project being constructed and developed on the Larger

Property)

Details of the land forming part of the Larger Property on which the Real Estate

Project is being constructed and developed:

HOSE pieces and parcels of land admeasuring approximately 3,619 square meters fing CTS No. 107/E (pt.) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

On or towards East :
On or towards West :
On or towards North :

On or towards South

CTS No. 107/E (pt.) of Village Magathane;

CTS No. 107/E (pt.) of Village Magathane; CTS No. 107/E (pt.) of Village Magathane;

CTS No. 107/E (pt.) of Village Magathane.

Real Estate Project Specifications:

No. Derails Tower A Tower B Tower C Tower D

1. Basements Up to 3 levels Up to 3 Up to 3 levels levels PPL)

1. Page 1. Up to 3 levels levels levels levels

QV

D

2.	Podiums (including for PPL)	Up to 8 levels	Up to 8 levels	Up to 8 levels	Up to 8 levels
3.	Upper Floors (including podium levels)	Up to 64 floors	Up to 64 floors	Up to 64 floors	Up to 64 floors
4.	Stilts	2 nos	2 nos	2 nos	2 nos

### Real Estate Project FSI details:

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

# THE THIRD SCHEDULE ABOVE REFERRED TO

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

Sr. No.	Tower Amenit	ties SNB REGIO
1.	Entrance Lobby with High Ceiling	ं प्राचिशक
2.	Lift, Lobby and Landings	(3) (3) (8)
3.	Corridors	WAS TO SERVICE THE PROPERTY OF
4.	Staircase and Staircase landing	
5.	Servant's Toilet on Mid-Landings	E S
6.	Refuge area	मित्र असार विराहित
7.	Fire Check Floors	OURSAN DIST.
8.	High Speed Elevators	

### THE FOURTH SCHEDULE ABOVE REFERRED TO

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

Sr. No.	Whole Project Include	ed Amenities	
1.	Driveways and fire tender paths		
2.	Landscaped Garden	- I - 19	/
3.	CCTV in select common areas	वरता -	<u> </u>
4.	Children's play area	2112 43	ROY
5.	Jogging Track	434	1
6.	Squash court	3038	
7.	Skating Rink		



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8.	Swimming Pool
9.	Kids Pool
10.	Gymnasium
11.	Steam Room
12.	Yoga/Meditation Room
13.	Multi purpose hall
14.	Indoor Games Area
15.	Aqua Gym
16.	Billards/Pool
17.	Cricket Net
18.	Tennis Court
19.	Badminton Court
20.	Rock Climbing
21.	Back up generator for emergency power
	rovided for the following common areas, facilities and amenities. These will party on chargeable basis:
22.	Launderette
23.	Convenience Store
24.	Day Care Center
25.	Doctor's Room/First Aid
26.	Salon
27.	Café

# THE FIFTH SCHEDULE ABOVE REFERRED TO

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

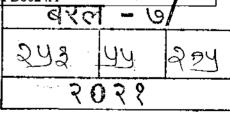
Sr Ño.	Details of Internal Fittings and Fixtures
E GO'S REGISTO 1.	Imported marble flooring for living, dining, kitchen and all bedrooms
STATE OF THE PARTY	Ceramic tiles/Vitrified tiles for Bathroom Flooring and Dado - Kajaria or RAK or Johnson or Nitco or equivalent.
[3]	Wash basin counters
	Vitrified/Ceramic tiles dado 2 feet high above kitchen platform - Kajaria or RAK or Johnson or Nitco or equivalent.
क्षित्र विश्व विश्	Kitchen platform with stainless steel sink and drain board- Kitchen sink - Franke or Nirali or equivalent.
SUBURBAN DIS 6.	Anti-skid tiles in the Balcony areas (wherever applicable) - Kajaria or RAK or Johnson or Nitco or equivalent.
7.	Powder coated Aluminium windows
8.	Gencealed Plumbing
970	Brande C.P fittings - Kohler or Grohe or Jaquar or equivalent
243 7240	Branded Electrical switches - MK or Legrand or Schneider or Roma or
3 6 3 41	Video door phone
Y V 7 712.	Laminated flush doors
1-	7



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# THE SIXTH SCHEDULE ABOVE REFERRED TO (Meaning of certain terms and expressions)

Sr. No.	Terms and Expressions 2 4	Meaning
1.	Said Premises	Flat No. 3505 on the 35th floor of the Said Tower
2.	Said Tower	D
3.	Carpet area of the said Premises as per	Admeasuring approximately 101.68 square metres
J.	RERA	equivalent to approximately 1094 square feet
4.	Sale Price	Rs.3,19,70,250/- (Rupees Three Crore Nineteen Lakh Seventy Thousand Two Hundred Fifty Only)
	(i) Sale Price towards the carpet area	Rs.3,08,97,043/- (Rupees Three Crore Eight Lakh Ninety
	of the said Premises	Seven Thousand Forty Three Only)
	(ii) Proportionate Sale Price towards	Rs.10,73,207/- (Rupees Ten Lakh Seventy Three
	the Limited Areas and Facilities	Thousand Two Hundred Seven Only)
5.	Part Payment towards the Sale Price	Rs.31,97,025/- (Rupees Thirty One Lakh Ninety Seven
J,	paid prior hereto	Thousand Twenty Five Only)
6.	Bank Account of the Promoter	Incline Realty Private Limited-Sky City-A to D-
لـنّــا	Zam. A too dist of the Frontier	Collection Account
7.	Car parking space/s	Permission to park in 1 (One) Car Parking Space/s
		(Configuration - Tandem)
8.	Booking Date	29 <sup>th</sup> December 2020
9.	Completion Date	30 <sup>th</sup> June 2023
10.	Limited Areas and Facilities	Balcony
i i	Optional	(1) Split ACs/VRV
11.	fittings/furniture/fixtures/equipment/ (at such price to be determined between	(2) Wardrobe
	the Allotee/s and the Promoter	(3) Modular Kitchen
12.	Said Nominee	Name: Mrs. Anshu Bapana Relationship with Allottee/s: Alfe Address of Nominee: E-03/4, Margold Building, Valley of Flowers, Thakur Village Kandivali (East), Murubal 400101.
13.	Contact Details	Promoter's email address  Promoter's phone number: 022 667  Allottee/s email address: d_bapana@hotmail.com  Allottee/s phone number: 9772968900  Allottee/s fax number: NA
14.	PAN	Promoter's PAN: AADCI5238A Allottee/s PAN: AIDPB8824A

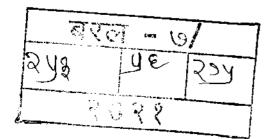


# THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Schedule of Payment of the Sale Price as payable by the Allottee/s)

Sr.* No.	Milestone (	Percentage	Amount
1.	At the time of Booking i.e. on Executing the Acceptance Form (being 50% of the Earnest Money)	10%	Rs.31,97,025/- (Rupees Thirty One Lakh Ninety Seven Thousand Twenty Five Only)
2.	To be paid on or before 27 January 2021 upon Execution and Registration of the Agreement for Sale (Including balance 50% of the Earnest Money)	10%	Rs.31,97,025/- (Rupees Thirty One Lakh Ninety Seven Thousand Twenty Five Only)
3.	To be paid on or before 28 March 2021 along with any further milestone raised till then	50%	Rs.1,59,85,125/ <sub>1</sub> (Rupees One Crore Fifty Nine Lakh Eighty Five Thousand One Hundred Twenty Five Only)
4.	Completion of the walls, internal plaster, floorings and windows of the said Premises	5%	Rs.15,98,513/- (Rupees Fifteen Lakh Ninety Eight Thousand Five Hundred Thirteen Only)
5.	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	Rs.15,98,513/(Rupees Fifteen Lakh Ninety Eight Thousand Five Hundred Thirteen Only)
6.	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the said Tower	5%	Rs.15,98,513/- (Rupees Fifteen Lakh Ninety Eight Thousand Five Hundred Thirteen Only)
7.	Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain of the said Tower	10%	Rs.31,97,025/- (Rupees Thirty One Lakh Ninety Seven Thousand Twenty Five Only)
8. S.	At the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Tower and after temperation/installation of the door to the said premises and installation of sanitary fittings in the said premises.	Balance amount	Rs.15,98,511/- (Rupees Fifteen Lakh Ninety Eight Thousand Five Hundred Eleven Only)

no





# THE EIGHTH SCHEDULE ABOVE REFERRED TO

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

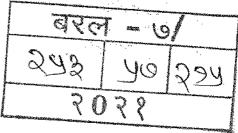
Sr. No.	Particulars	Amount (Rs.)
1.	Charges towards formation and registration of the Society and Apex Body, along with applicable taxes	25,000/-
2.	Deposit towards water, electricity, and other utility and services connection charges	To be paid to the utility supplier at actuals
3.	One-time non-refundable membership fee with respect to the club house forming part of the Whole Project (taxes to be paid separately by the Allottee/s at applicable rates)	4,00,000/-
4.	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	25,000/-
5.	Development charges (taxes to be paid separately by the Allottee/s at applicable rates)	1,31,160/-

# THE NINETH SCHEDULE ABOVE REFERRED TO

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

Sr. No.	Particulars	Amount (Rs.)
1.	Share application money of the Society	600/-
2.	Corpus fund contribution	1,09,300/-
3.	Proportionate share of taxes and other charges/levies in respect of the Society and Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	
4.	Deposit towards provisional monthly contribution towards outgoings of the Society and Apex Body (taxes to be paid separately by the Allottee/s at applicable rates)	2,62,320/-





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### THE TENTH SCHEDULE ABOVE REFERRED TO

(Being special conditions applicable to the Allottee/s with respect to the said Premises)

The Promoter shall, subject to the condition mentioned in Clause 3.5 in the Agreement, pass on to the Allottee/s the input tax credit benefit ("ITC Benefit") of Rs.19,98,140/- (Rupees Nineteen Lakh Ninety Eight Thousand One Hundred Forty Only) as and when the invoices are raised. Thus, the effective Sale Price ("Effective Sale Price") for the purposes of levy of GST would be Rs.2,99,72,110/- (Rupees Two Crore Ninety Nine Lakh Seventy Two Thousand One Hundred Ten Only). In case the Promoter is not eligible to claim or cannot claim input tax credit in accordance with the GST laws or due to any action by the GST authorities, the Promoter shall not pass on the ITC Benefit to the Allottee/s on the balance unbilled Sale Price and the Effective Sale Price shall stand revised accordingly.

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

pursuant to a Board Resolution dated 22<sup>nd</sup> January 2019

in the presence of...

1. Vai bhavi Bhatt Vall

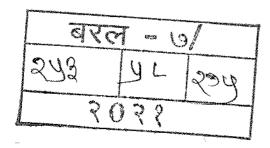
SIGNED AND DELIVERED by the withinnamed "Allottee/s"

Mr. Deepak Kumar Bapana

Aresence of... hair flow No







# ANNEXURE - 1

### ANNEXURE I APPROVED LAYOUT WITH PHASING /USER SUPERIMPOSED

LEGEND

REAL ESTATE PROJECT

WHOLE PROJECT INCLUDED AMENITY

OTHER RESIDENTIAL COMPONENT (TO BE DEVELOPED IN ONE OF MORE PHASES)

NON - RESIDENTIAL COMPONENT WITH NON - RESIDENTIAL EXCLUSIVE AMENITIES (TO BE DEVELOPED IN ONE OF MORE

ROAD SETBACK

- NOTE:

  1. The detailed scheme of development in this Annexure discloses the designated uses of the buildings/structures/lowers/wings and the phase's of development on the Larger Property and is based on the current Approved Layous for the Larger Property. Any amendments to the approved layous for measurements in the consequential changes to the scheme devoted in this Annexure.

  2. The Whole Project will also include up to 19 Podiums and up to 3 Basements which will have parking for elletters of the Real Entate Project, allotters/secupants of Other Residental Component (to be developed in one or more phases). Mon-Residential Component (to be developed in one or more phases) with Non-Residential Component (to be developed in one or more phases) with the project in the Developed in the Developed in one or more phases, Mon-Residential Components (to be developed in one or more phases) and Public Parking to to be constituted and handed ovce to MCUM as per the DCP, but the project in the Developed in the Component of the Components of the Whole Project. See if Fil areas (spetcher aggregating up to approximately 655,473 square meters plats the parking areas and the amentities in the course of the phases of the Real Entate Project and allotters of the Other Residential Component.

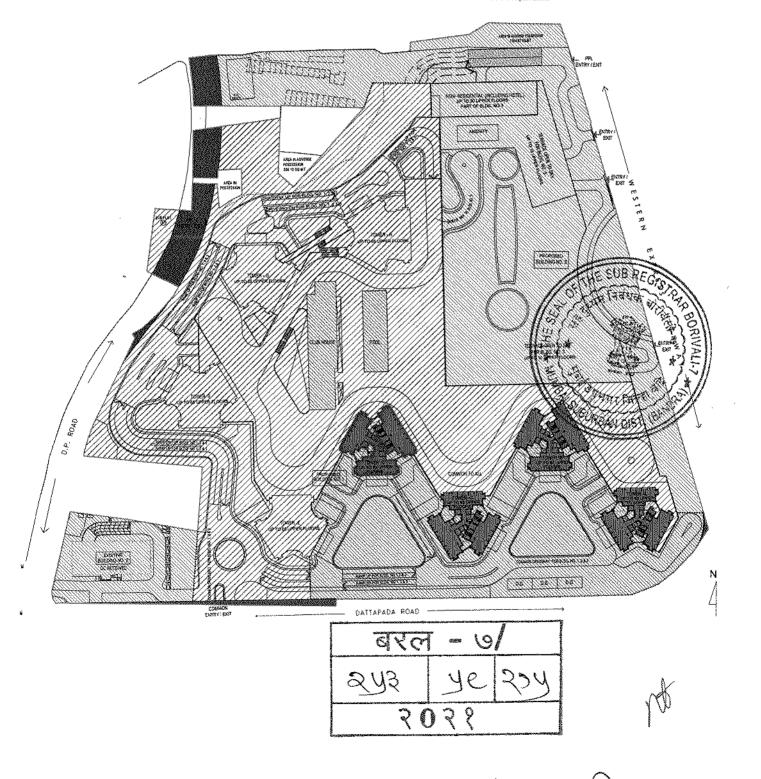
  The Whole Project Included Amentifies (including the club house) shall be obsered between the ablotters of the Real Entate Project and allotters of the Other Residential Component.

  Details contained in this Note are subject to terms and conditions more residently described in the

- ativities of the Real Exists Project and allorities of the Office Residential Component.

  Details contained in this Note are subject to terms and conditions more particularly described in the Agreement for Sale of Prentises. The capitalized terms and expressions used herein shall have the same meaning as ascerbed to them in the Agreement for Sale of Premises.

  As per draft notification by the Government of Maharashira dated March 8, 2017, the Largus Property under reference is affected by proposed find use of menor station and affect user to the extent of 1014-26 equare meters.

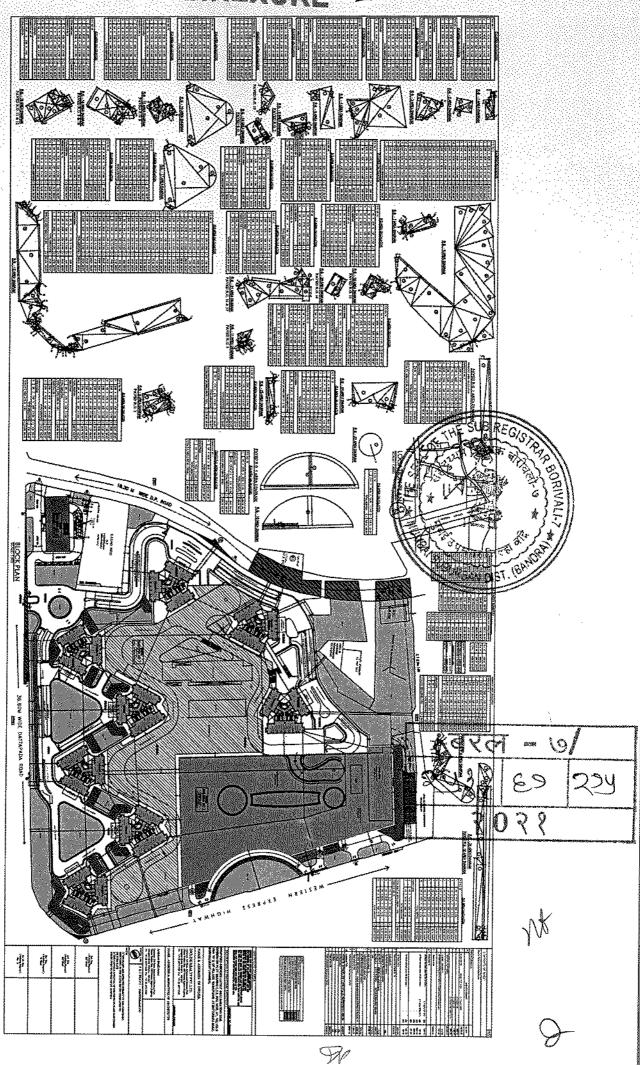


NON-PRINT ABLE AREA



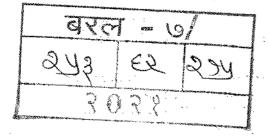
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# ANNEXURE -2



# NON-PRINT ABLE AREA







# WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai 400 001, India.

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fux: +91 22 2267 6784, +91 22 2267 0226
General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DJM/10935/4589/2015

### TITLE CERTIFICATE

To Incline Realty Private Limited Commerz, 3rd floor International Business Park Oberoi Garden City Off Western Express Highway Goregaon (East) Mumbai 400063



Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres,
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres, and
- (3) All that piece of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres,

hereinafter collectively referred to as "the said Land", which is more particularly described in the Schedule hereunder written.

Our client, Incline Realty Private Limited, has instructed us to investigate their title to the said Land. In this regard, we have undertaken an investigation for ascertaining the title of Incline Realty Private Limited to the said Land, and on the basis of our investigation, we have prepared a detailed report of even date containing our observations in this regard ("Compendium"). We have also taken a Declaration of even date from Incline Realty Private Limited with respect to the facts which cannot be ascertained from the examination of the public records. The Compendium also details the various steps undertaken by us for investigation of title of Incline Realty Private Limited to the said Land, which are as follows,-

(i) Examined the title deeds in respect of the said Land on 19<sup>th</sup> September 2014, in original / photocopy as stated in Annexure "A" to the Compendium.

(ii) Caused to undertake searches at the Offices of the Sub Region of Assumptices at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 49 years commencing from the year 1965.

(iii) Examined the 7/12 Extracts (Village Form No. VII-XII), Mutation Entries (Village Form No. VI) and Property Register Cards with respect to the said Lend We have not examined the Mutation Entry No. 36, which our search clerk has been unable





to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.

- (iv) Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
- (v) We have examined the Development Plan and Remark issued by the Municipal Corporation of Greater Mumbai dated 27<sup>th</sup> November, 2014 in respect of the said Land.
- (vi) We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
- (vii) Examined the Certificates of Title dated 25<sup>th</sup> February, 2014 issued by M/s. Hariani & Co. in respect of New C.T.S. No. 107E and C.T.S. No. 141 respectively.
- (viii) We have issued a public notice on 28<sup>th</sup> April, 2015 in (i) Free Press Journal (English) and (ii) Navshakti (Marathi), inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land. We have till date, not received any responses to the Public Notices.
- This Title Certificate is a brief summary of our principal observations as contained in the Compendium. Capitalised terms used herein and not defined herein but defined in the Compendium shall have the meaning ascribed to them in the Compendium.
- By and under the following conveyances, Incline Realty Private Limited has purchased and acquired the said Land for the consideration and in the manner stated therein,-

Indenture of Conveyance dated 19<sup>th</sup> September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.

denture of Conveyance dated 19<sup>th</sup> September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.

Indenture of Conveyance dated 19<sup>th</sup> September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited and Incline Realty Private Limited.

#### CONCLUSION

Based on the steps undertaken by us as stated in the Compendium, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land, subject to what is stated in the Compendium and subject to the following,-

- Compliance with the terms and conditions of the said Permissions and compliance with terms and conditions of the Land 2 Deed pertaining to the Land 2 and the Land 3 Deed pertaining to the Land 3.
- 2. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein.
- 3. The encroachment on the Land 2 as stated in the Compendium.

Examination of the papers, proceedings and orders in the Suit No. 4980 of 1979 and complete determination of the eventual outcome and final adjudication thereof.





### WADIA GHANDY & CO.

- The examination of the Mutation Entry No. 36, which our search clerk has been unable to 5. obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.
- 6. The registered instruments (not reviewed by us) as listed in Annexure "B" to the Compendium.

### THE SCHEDULE REFERRED HEREINABOVE

### Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maherashtra and bounded as follows:-

On or towards the North

by C.T.S. No. 140, C.T.S 156 and

On or towards the East

New C.T.S. No.107/E (party) by Western Express Highway

On or towards the South On or towards the West

by 36.60 metre wide DR Roadt

inter alia by 18.30 metre with DP Ro

Part B

SCOURBAN DIST. All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

(1)Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part). C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North

by C.T.S. No. 148(part), C.T.S. No. 150(part) and

C.T.S. No. 151

On or towards the East

by Western Express Highway by New C.T.S. No. 107/E(part)

On or towards the South On or towards the West

by C.T.S. No. 144, C.T.S. No. 147 and

C.T.S. No. 156(part)

(2) Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) and bounded as follows:-

On or towards the North

by New C.T.S. No. 107/E(part)

On or towards the East

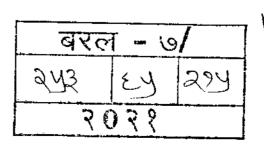
by New C.T.S. No. 107/E(part)

On or towards the South

by New C.T.S. No. 107/E(part)

On or towards the West

by New C.T.S. No. 107/E(part)



### Part C

All that piece and parcel of land or ground bearing New C.T.S. No.107E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

No. 107/E(part) No. 107/E(part) No. 107/E(part) No. 107/E(part)

On or towards the North	:	by New C.T.S.
On or towards the East	;	by New C.T.S.
On or towards the South	:	by New C.T.S.
On or towards the West	:	by New C.T.S.

Dated this 3 day of May, 2015

For Wadia Ghandy & Co.

Dhawal J. Mehta

Partner



बरल - ७/ २५३ हिस् २५५ २०२१



# WADIA GHANDY

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai · 400 001, India. Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226 General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DJM/10935/ 664 2017.

### ADDENDUM TO TITLE CERTIFICATE

То Incline Realty Private Limited Commerz, 3rd floor International Business Park Oberoi Garden City Off Western Express Highway Goregaon (East) Mumbai 400063



Re: All those pieces and parcels of land or ground collectively admeasuring approximately 1,01,153.10 square metres as per title deeds lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and comprising of,-

- All those pieces or parcels of land or ground bearing New C.T.S. No.107/E(part) (1) admeasuring approximately 68,400.70 square metres ("Land 1"),
- All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3. (2)Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres ("Land 2"), and
- (3)All that piece of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres ("Land 3"),

hereinafter collectively referred to as "the said Land".

### INTRODUCTION

We have been requested by our client, Incline Realty Private Limited, to update our Title Certificate dated 13th May, 2015 and Compendium to Title Certificate dated 13th May, 2015 both issued to Incline Realty Private Limited, certifying their right, title and interest to the said Land in the manner stated therein (collectively "2015 Certificate"). Subsequent to issuance of our 2015 Certificate, our client has commenced the phase-wise development of a mixed use real estate project on the said Land, known as 'Sky City'. This Addendum to the 2015 Certificate ("Addendum") is a report containing our observations on the material events, facts and circumstances that have transpired subsequent to the 2015 Certificate.

### STEPS

We have undertaken the following steps whilst issuing this Addendum,-

Examined the original title deeds as stated in Annexure "A" hereto in respec said Land on 12th January, 2017, at the registered office of ucclient.

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- Caused to undertake an updation of searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 1 year from the year 2015 till 2016.
- 3. Examined the 7/12 Extracts (Village Form No. VII-XII), Mutation Entries (Village Form No. VI) and Property Register Cards with respect to the said Land. We have not examined the Mutation Entry No. 36, which our search clerk has been unable to obtain from the Office of the Collector, Mumbai Suburban District and the Offices of the Talathi.
- 4. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
- Examined the Development Plan and Remark issued by the Municipal Corporation of Greater Mumbai dated 27th November, 2014 in respect of the said Land.
- We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
- 7. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our client to furnish us information in that regard and the same is also recorded in the Declaration of even date executed by Incline Realty Private Limited.
- 8. At our client's request, we have not issued any public notices inviting objections and/or claims from third persons with respect to the title of Incline Realty Private Limited to the said Land, save as stated in the 2015 Certificate.
- 9. In connection with this Addendum, it may be noted that:-
  - 9.1 For the purpose of issuing this Addendum, we have caused Mr. Ashish S. Javeri, Search Clerk, to update his earlier Search Reports, and to undertake updation of searches at the relevant Offices of the Sub-Registrar of Assurances at Mumbai City, Thane, Vasai, Bandra, Borivali and Goregaon from the year 2015 upto 31st March, 2016, depending on the concerned Office of the Sub-Registrar of Assurances. Although the report we have caused to be issued with respect to the aforesaid searches is dated 20th September, 2016, our Search clerk has informed us that the records of the Offices of the Sub-Registrar of Assurances are available for inspection only till 31st March, 2016. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated improperly.

We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 11th January, 2017. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at <a href="https://www.mca.gov.in">www.mca.gov.in</a> are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such near availability of records with the Ministry of Company Affairs on the date Orinspection.

Unless specifically stated otherwise in this Addendum, we have not verified whether the formalities which have a direct bearing on the enforceability of the contracted or other arrangements comprised in the documents furnished to us and/or the information provided to us have been complied with or not.

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- 9.4 The accuracy of this Addendum necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Addendum and as detailed in the list annexed and marked as <a href="#">Annexure "A-1"</a> hereto, we have not examined any further deeds, documents or writings pertaining to the said Land or Incline Realty Private Limited. Further, save as specifically recorded in this Addendum, we have examined uncertified photocopies of the deeds, documents and writings referred herein.
- 9.5 This Addendum records our observations on the material events, facts and circumstances that have transpired subsequent to the 2015 Certificate and is to be read together with the 2015 Certificate. This Addendum does not contain any observations on the development potential of the said Land.
- 9.6 Capitalised terms used herein and not defined herein but defined in our Compendium to Title Certificate dated 13th May, 2015 shall have the meaning ascribed therein.

### C. APPROVALS

### 1. Environmental Clearance:-

The State Level Environment Impact Assessment Authority of the State of Maharashtra granted Environment Clearance to the project being undertaken by Incline Realty Private Limited upon the said Land, under its Letter dated 18<sup>th</sup> July, 2016 bearing reference no.SEAC-2014/CR-271/TC-1 ("E.C.") subject to compliance with the parameters prescribed therein and on the terms and conditions more particularly mentioned therein including *inter-alia* that NOC be obtained from the Standing Committee of the National Board of Wildlife. The E.C. permits and sanctions *inter-alia* construction and development of the following buildings on the said Land,-

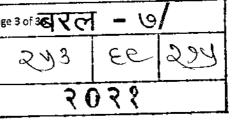
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- 1.1 Building No.1, which is permitted for residential user, comprising of 10 towers each consisting of 3 basements + ground level + 5 podium levels + 61 upper levels including 2 fire check floors, and consisting of 3886 units/premises; and
- 1.2 Building No.2, which is permitted for commercial user, comprising of 1 basement + ground level + 1 upper level, and consisting of 4 units.

### 2. Wildlife Board NOC:-

- 2.1 Our client has informed us that they have applied for the no-objection certificate from the Standing Committee of the National Board of Wildlife ("Standing Committee, NBWL") of the Ministry of Environment, Forests and Climate Change of the Government of India.
- 2.2 We note that subsequent to our client's application, the Ministry of Environment, Forest and Climate Change of the Government of India ("MOEF") published a Notification No. S.O.3645(E) dated 5th December, 2016 ("SGNP ESZ Notification") in the Gazette of India in exercise of its powers under Sections 3(1), 3(2)(v), 3(2)(xiv) and 3(3) of the Environment (Protection) Act, 1986 read with Rule 5(3) of the Environment (Protection) Rules, 1986 notifying the Sanjay Gandhi National Park Eco-Sensitive Zone ("SGNP ESZ") around the boundaries of the Sanjay Gandhi National Park, in the manner and on the terms







and conditions mentioned therein. None of the survey numbers comprised in the said Land are reflected in Part B of Annexure III to the aforesaid notification, and consequently, the said Land is not comprised in the SGNP ESZ.

2.3 Subsequent to the above notification, we have examined the Letter dated 28<sup>th</sup> December, 2016 bearing reference no.B/Class-2/Land/3966/2016-17 issued by the Office of the Chief Conservator of Forests and Director, Sanjay Gandhi National Park, which refers to the said SGNP ESZ Notification and records that since the said Land is not situated in the SGNP ESZ, prior permission of the National Board of Wildlife is not required for construction and development on the said Land.

### 3. Airports Authority of India NOC:-

By and under a Letter dated 3<sup>rd</sup> August, 2015 bearing reference no. JUHU/WEST/B/052115/121551 issued by the Airports Authority of India, Western Region to Incline Realty Private Limited, no-objection was accorded for construction upto a permissible top elevation i.e. maximum height of 259.26 metres AMSL (above mean sea level), on the terms and conditions mentioned therein. Subsequent to the AAI NOC, our client has informed us that they have not received any further letters and/or notices from the AAI, the Directorate General of Civil Aviation or the Ministry of Civil Aviation.

### 4. Residential Building Approvals:-

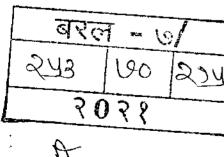
### 4.1 Fire NOC:

By and under a Letter dated 29th July, 2015 bearing reference no.FB/HRC/WS/41 read with a Letter dated 13th October, 2015 bearing reference no.FB/HRC/R-IV/34 read with a Letter dated 17th December, 2015 bearing reference no.FB/HRC/R-IV/43 (collectively "Residential Building Fire NOCs") all issued by the Mumbai Fire Brigade of the Municipal Corporation of Greater Mumbai ("MCGM"), no-objection was granted for the construction of the Residential Building No.1 comprising of 10 towers identified as Towers A to J on the terms and conditions mentioned therein. The Residential Building Fire NOCs clarify inter-alia that the Towers A to J comprised in the Residential Building No.1 are connected by common 3 level basements, common ground floor and stilts, 1st to 5th level podium floors and 6th floor (Eco-deck level), and further, that Towers A to G are comprised of 7th to 61st residential floors and Towers H to J are comprised of 7th to 60th residential floors.

# Intimation of Disapproval:

By and under Intimation of Disapproval dated 10th February, 2015 bearing reference no.CHE/WSII/0505/R1/337/New of 2014-2015 together with the sanctioned plans annexed thereto, read with a Letter dated 7th November, 2015 together with the amended sanctioned plans annexed thereto, read with a Letter dated 15th January, 2016 bearing reference no.CHE/WSII/0505/R1/337(New) together with the amended sanctioned plans annexed thereto (collectively "Residential Building IODs"), all issued and sanctioned by the MCGM, Incline Realty Private Limited was accorded permission to undertake the construction and development of Residential Building No.1 comprising of 10 towers, identified as Towers A to J, on the terms and conditions mentioned therein, including inter-alia development and implementation of a public parking scheme on the said Land ("PPL Scheme") under the provisions of Regulation 33(24) of the Development Control Regulations for Greater Mumbai, 1991 ("DCR"). The





Residential Building IODs sanction *inter-alia* 1906 units/premises in Residential Building No.1, 8162 parking spaces for the Residential Building No.1 and 3896 parking spaces for the PPL Scheme.

### 4.3 Commencement Certificate:

- By and under a Commencement Certificate dated 29th December, 2015 4.3.1 bearing reference no.CHE/WSII/0505/R1/337(New) issued by the MCGM ("Residential Building C.C. 1"), permission was accorded to Incline Realty Private Limited to commence construction of the Residential Building No.1 comprising of 10 towers identified as Towers A to J on the terms and conditions mentioned therein including inter-alia in accordance with Phase Programme sanctioned by the MCGM vide its Letter dated 22nd December, 2015 bearing reference no.CHE/WS II/0505/R1/337(NEW). The Residential Building C.C. 1 has been reendorsed most recently on 25th May, 2016 and permits undertaking entire work upto (a) the top of ground floor for Tower B i.e. 3 level basement(part) + ground(part), (b) the top of basement for Towers C, D and E i.e. 3 level basement(part), and (c) the top of basement 1 for Tower A i.e. 3 level basement(part), within the footprint of Towers B, C, D, E and A respectively in accordance with the amended plans sanctioned on 15th January, 2016 (referred above).
- The MCGM has subsequently issued revised Commencement 4.3.2 13th Certificate dated January, 2017 bearing no.CHE/WSII/0505/R1/337(New), which is in continuation to the Residential Building C.C. 1, and permits undertaking entire work upto (a) the top of podium level 1 for Towers A and B i.e. 3 level basement + ground level + 1st podium level, (b) the top of ground floor for Towers C, D and E i.e. 3 level basement + ground level, (c) the top of podium level 4 for Towers H and I i.e. 3 level basement + ground level + 1st podium level to 4th, (d) the top of podium level 7 for Tower J i.e. 3 level basement + ground level + 1st podium level to 7th podium level and (e) entire work of basements and podiums for parking a standard ment + 1st podium level to 5th podium level of Residential Building No. in accordance with the approved phase /programme dated. December, 2015 and the amended plans sanctioned on 45th January 2016 (referred above).

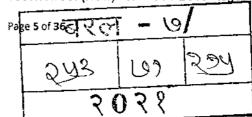
### 5. Commercial Building Approvals:-

### 5.1 Fire NOC:

- 5.1.1 By and under a Letter dated 17th December, 2015 pearing reference no.FB/CR/R-IV/197 ("Commercial Building Fire NGC") issued by the Mumbai Fire Brigade of the MCGM, no-objection was granted for the construction of the Commercial Building No.2 comprising of basement + ground floor + 1 upper level on the terms and conditions mentioned therein.
- 5.1.2 By and under a Letter dated 17th September, 2016 bearing reference no.FB/CR/R-IV/133 issued by the Mumbai Fire Brigade of the MCGM, no-objection was accorded for the occupation and use of the Commercial Building No.2 on the terms and conditions montioned therein.

### 5.2 Intimation of Disapproval:

By and under intimation of Disapproval dated 16th December, 2015 bearing reference no.CHE/WSII/0607/R1/337(New) of 2014-2015 together with the



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sanctioned plans annexed thereto, read with a Letter dated 26th July, 2016 bearing reference no.CHE/WSII/0607/R1/337/New together with the amended sanctioned plans annexed thereto (collectively "Commercial Building iODs"), all issued and sanctioned by the MCGM, Incline Realty Private Limited was accorded permission to undertake the construction and development of Commercial Building No.2 comprising of basement + ground floor + 1 upper level with provision for 35 parking spaces on the terms and conditions mentioned therein.

### 5.3 Commencement Certificate:

By and under a Commencement Certificate dated 31st December, 2015 bearing reference no.CHE/WSII/0607/R1/337(New) issued by the MCGM ("Commercial Building C.C."), permission was accorded to Incline Realty Private Limited to commence construction of the Commercial Building No.2 on the terms and conditions mentioned therein. The Commercial Building C.C. has been reendorsed most recently on 1st August, 2016 and permits undertaking the entire work thereof i.e. basement + ground floor + 1st upper floor.

### 5.4 Occupation Certificate:

By and under Full Occupation Certificate dated 23rd September, 2016 bearing reference no.CHE/WSII/0607/R1/337(New) issued by the MCGM ("Commercial Building O.C."), full occupation certificate and permission to occupy was accorded to the Commercial Building No.1 on the terms and conditions mentioned therein.

### 5.5 Traffic NOC:

By and under a Letter dated 20<sup>th</sup> September, 2016 bearing reference no.Dy.Ch.E./P-635/Traffic issued by the Executive Engineer (Traffic & Coordination), MCGM, approval was accorded from the traffic operations and maneuverability perspective to the parking layout of the Commercial Building No.2 and the 35 parking spaces provided with respect thereto.

### Highway Authority Permissions:-

By and under a Letter dated (illegible) April, 2016 bearing reference no.RDD-4/RCS/Permission/1456 issued by the Office of the Executive Engineer, Road Development Division No.4 of the Public Works Department of the Government of Maharashtra ("Highway Authority") to Incline Realty Private Limited, permission was accorded for construction of 3 approach roads from the Western Express Highway to access the said Land, on the terms and conditions mentioned therein.

By and under a Letter dated 20<sup>th</sup> May, 2016 bearing reference no.RDD-4/RCS/Permission/2321 issued by the Highway Authority to Incline Realty Private Limited, no-objection was granted for construction of buildings on the said Land on the terms and conditions mentioned therein including *inter-alia* meintaining a distance of 125 feet from the centre of the Western Express Highway.

### High Rise Committee NOC:-

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By and under a Letter dated 21st April, 2016 bearing reference no.CHE/HRB-621/DPWS issued by the Office of the Chief Engineer (Development Plan), MCGM, Incline Realty Private Limited was intimated that the High Rise Committee constituted by the Government of Maharashtra had accorded permission for the proposed High Rise Building No.1 comprising of 10 Towers upto a height of 201.55 metres, and, at the request of our client's architect and with the approval of the Municipal

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Commissioner, MCGM, the height was restricted to 187.30 metres for Towers A to G and 184.25 metres for Towers H to J of the Building.

# 8. Consent to Establish:-

Our client has informed us that they have applied for the Consent to Establish from the Maharashtra Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, which has not been granted till date.

# D. MORTGAGE

- By and under a Debenture Trust Deed dated 26th August, 2016 registered before the 1. Office of the Sub-Registrar of Assurances under Serial No.BRL-6-9015 of 2016 ("DTD") executed between Incline Realty Private Limited, therein referred to as the Company and Axis Trustee Services Limited, therein and hereinafter referred to as the \*Debenture Trustee", Incline Realty Private Limited issued certain debentures by way of a private placement to certain investor/s, and, for the purpose of securing the due repayment thereof together with the other secured obligations (as defined therein), Incline Realty Private Limited created a first ranking sole and exclusive English mortgage over 832 unsold (as of the date thereof) units/premises comprised in Towers A to E of the Residential Building No.1 collectively admeasuring 8,28,432 square feet carpet area described more particularly in Part A of Schedule 5 thereto and described in Annexure "B" hereto ("Mortgaged Premises") together with a first ranking sole and exclusive mortgage/charge over all the receivables and monies arising from the Mortgaged Premises and the 699 sold/marketed units/premises comprised in Towers A to D of the Residential Building No.1 collectively admeasuring 6,45,470 square feet carpet area described more particularly in Part B of Schedule 5 thereto and also over the escrow account and debt service account described therein, in the manner and on the terms and conditions mentioned therein, subject however, to the proviso for redemption of the mortgage contained in Clause 19 therein. The DTD requires into alia that the prior written consent of the Debenture Trustee be obtained for the sale?) transfer, lease, assignment or disposition in any other manner how seever grany of the Mortgaged Premises.
- 2. Our client has informed us that 7 (seven) Mortgaged Premises have been marketed.

3. We have caused searches to be conducted upto 11th January, the Ministry of Corporate Affairs of the Government of India a way inca gov in to check the records pertaining to the charges created by Incline Really Private Limited in respect of the said Land, and barring the mortgage and charge bear greated DTD, no subsisting mortgages or charges are reflected as having been sreated incline Realty Private Limited in respect of the said Land.

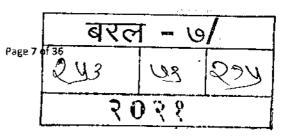
#### E. MARKETING OF THE PROJECT

- 1. Incline Realty have informed us that as of 9th January, 2017, 733 units/premises comprised in Towers A to D of the Residential Building No.1 have been marketed.
- 2. Incline Realty have informed us that as of 9th January, 2017, 594 units/premises comprised in Towers A to D of the Residential Building No.1 have not been marketed.

# F. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES

 The Search Report dated 20<sup>th</sup> September, 2016 issued by our search clerk, Mr. Ashish S. Jhaveri for a period of 1 year from 2015 till 2016, reflects the following registered instruments,-







- 1.1 Indemnity Bond dated 10<sup>th</sup> April, 2015 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-8-2810 of 2015 executed by Truly Creative Developers Private Limited.
- 1.2 Deed of Conveyance dated 24th September, 2015 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-3-4959 of 2015 executed between Ghanshyam Maganlal Chotalia alias Mistry, Yogesh Jayantilal Kamalia through the hands of his constituted attorney one Nayan Jayantilal Kalamalia, and Nayan Jayantilal Kamalia, therein collectively referred to as 'the vendors', and K. Build Spaces LLP, therein referred to as 'the purchasers'.
- Neither of the aforesaid instruments pertain to the Land.

# G. REVENUE RECORDS

# 1. 7/12 Extracts (Village Form No.VII-XII):-

We have examined the 7/12 Extracts issued in respect of the revenue assessment survey numbers comprised in the said Land. In furtherance to what is stated at paragraphs C(4.5) and C(4.6) of the Compendium to Title Certificate dated 13<sup>th</sup> May, 2015.-

1.1 The 7/12 Extracts dated 30th July, 2016 with respect to the Land 1 have not been updated to reflect Incline Realty Private Limited as the holder/owner thereof. However, we clarify that the Revenue and Forest Department of the Government of Maharashtra has issued a Circular No.Misc-1005/C.No./346-L-6 dated 21st January, 2006 whereby instructions have been given to all revenue offices that the 7/12 Extracts in respect of lands falling within municipal limits and where Property Register Cards are operational and a city survey has been undertaken, should not be updated any further and should be closed. It is evident that the Government of Maharashtra has taken a policy decision to cease usage of 7/12 extracts in areas where a city survey has been undertaken and Property Register Cards are in force. Consequently, any non-updation of the 7/12 Extracts in respect of the Land, would be mitigated by the fact that the Property Register Cards in respect of the Land stand in the name of Incline Realty Private Limited.

An independent 7/12 Extract has been opened reflecting Incline Realty Private Limited as the owner/holder of the portion of Survey No.24 Hissa No.3(part) comprised in the Land 2, which was conveyed by Tata Steel Limited to Incline Realty Private Limited under the Land 2 Conveyance, reflecting an area of 7.50 Gunthas equivalent to approximately 758.76 square metres.

### Mutation Entries (Village Form No.VI):-

We have examined the Mutation Entries in respect of the said Land as reflected on the aforesaid 7/12 Extracts as described at paragraph G(1) above save and except Mutation Entry No.36 and we have no further comments to add to our observations contained in the Compendium to Title Certificate dated 13th May, 2015.

# Property Register Cards:-

We have examined the following Property Register Cards maintained in respect of the city survey run bers comprised in the said Land, and the particulars of owner/holder, area and other details thereof are identical to the Property Register Cards examined by us and detailed in paragraph C(4.7) of our Compendium to Title Certificate dated 13th May, 2015

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- 3.1 Property Register Card dated 28th September, 2016 issued in respect of New C.T.S. No.107/E reflecting an area of 99,826 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.2 Property Register Card dated 28th July, 2016 issued in respect of C.T.S. No.141 reflecting an area of 589.60 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.3 Property Register Card dated 28th September, 2016 issued in respect of C.T.S. No.142 reflecting an area of 136.20 square metres and Incline Realty Private Limited as the owner/holder thereof;
- 3.4 Property Register Card dated 28th September, 2016 issued in respect of C.T.S. No.155 reflecting an area of 269.80 square metres and Incline Realty Private Limited as the owner/holder thereof; and
- 3.5 Property Register Cards dated 28th September, 2016 issued in respect of C.T.S. Nos.155/1 to 155/12 reflecting a collective area of 332.50 square metres and Incline Realty Private Limited as the owner/holder thereof.

### H. LITIGATIONS

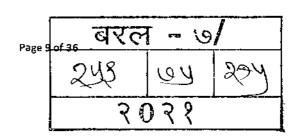
# 1. L.E. Suit No.84 of 2007:-

- 1.1 In furtherance to our observations at paragraph C(2.2.14) of our Compendium to Title Certificate dated 13th May, 2015, the captioned Suit has since been listed and heard before the Court of Small Causes, Bandra Branch, Mumbai ("Small Causes Court") on several occasions.
- 1.2 By and under an Order dated 4th May, 2016 passed by the Small Causes Court, the written statement filed by Incline Realty Private Limited was taken on record.
- 1.3 By and under an Order dated 30<sup>th</sup> June, 2016 passed by the Small Causes Court, the Application filed by Incline Realty Private Limited for impleadment as a party defendant in the captioned Suit was allowed and the plaintiffs were directed to add Incline Realty Private Limited as a party defendant in the captioned Suit and were further directed to file an amended plaint. The plaintiff thereafter duly served a copy of the amended plaint upon Incline Realty Private Limited.

By and poder an Order dated 2nd September, 2016 passed by the Small Causes Court, the captioned Suit was directed to be proceeded without filing of the additional written statement of Defendant No.2 therein i.e. Tata Steel Limited.

The captioned Suit was last listed on 30th September, 2016 at which time draft issues prepared by Incline Realty Private Limited were filed in Court, and at which time, the plaintiff no.2(d) i.e. Kunal Chotalia, moved an Application dated 30th September 2016 seeking that the captioned Suit be adjourned to a later date on account of the death of the plaintiff no.1 i.e. the late Mr. Ratilal Govindji Mistry alias Chotalia. The captioned Suit was last listed on 18th January, 2017, the late Mr. Ratilal Govindji Mistry alias Chotalia as a plaintiff and for consequential amendments to the plaint.

1.6 The captioned Suit is next listed on 3rd February, 2017 for filling replies to the aforesaid application filed by plaintiff no.2(d).



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# 2. L.C. Suit No.1794 of 2016:-

- 2.1 One Mr. Kunal Vallabhdas Chotalia, filed the captioned Suit in the Bombay City Civil Court at Dindoshi ("City Civil Court") together with a Notice of Motion No.2098 of 2016 against inter-alia Incline Realty Private Limited seeking certain reliefs more particularly claimed therein, including inter-alia, that Incline Realty Private Limited be prohibited and injuncted from utilizing the land plate and development potential in the form of FSI/TDR of C.T.S. No.141 admeasuring 589.60 square metres (comprised in the Land 2) in the 'Sky City' project. The plaintiff i.e. Mr. Kunal Chotalia, claims to be the owner of the land bearing C.T.S. No.141 (which is comprised in the Land 2).
- By and under an Order dated 1<sup>st</sup> August, 2016 passed by the City Civil Court on the plaintiff's application for ad-interim reliefs, the City Civil Court refused to grant any ad-interim reliefs for the reasons mentioned therein. The Notice of Motion No.2098 of 2016 is next listed on 9<sup>th</sup> March, 2017.

# DEVELOPMENT PLAN AND REMARK

We have examined the copy of the Development Plan and Remark dated 27th November, 2014 issued by the MCGM in respect of *inter-alia* the said Land and our observations in that regard are contained in paragraph I of our Compendium to Title Certificate dated 13th May, 2015:

# J. LAND REVENUE AND NON-AGRICULTURAL ASSESSMENT

By and under a Letter dated 2<sup>nd</sup> April, 2016 issued by the Office of the Talathi, Taluka Borivali, it was clarified that after deducting the amount of non-agricultural assessment for the year 2016 2016, a sum of Rs.28,71,045/- (Rupees Twenty Eight Lakh Seventy One Thousand and Forty Five) stands to the credit of Incline Realty Private Limited towards non-agricultural assessment with respect to the said Land.

#### K. PROPERTY TAX

In furtherance to what is stated at paragraph J of our Compendium to Title Certificate dated 13th May, 2015, we have examined Property Tax Assessment Bills raised by the MCGM with respect to the Land for the period commencing from 1st April, 2016 till 31st March, 2017 and we have examined the receipts evidencing payment thereof. Our client has informed us that the Property Tax Assessment Bills and corresponding receipts examined by us, are the only assessment bills raised with respect to and pertaining to the said Land and there are no other assessment bills of any nature.

# SITE STATUS

In furtherance to our Report on the site status of the said Land as contained in paragraph N our Compendium to Title Certificate dated 13th May, 2015, Incline Realty Private Limited have informed us of the following vide their Declaration of even date,-

बरल	=1.13	The Land continues to remain bounded by a boundary wall.
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As on 16th December, 2016, the Residential Building No.1 was completed upto the following level,-



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- Foundation level work has been completed on Towers B and C of Residential 3.1 Building No.1;
- Foundation level work is in progress on Towers A and D of Residential Building 3.2
- Work had not commenced with respect to the remaining Towers comprised in 3.3 Residential Building No.1.
- The private temple on the Land is in existence.
- The portions of the Land 2 (a) admeasuring approximately 1,690 square metres and 5. (b) admeasuring approximately 415 square metres bearing Survey No. 32 Hissa No. 1(part) and C.T.S. No. 157(part), continue to remain encroached?
- The portion of land admeasuring 255 square metres and bearing Survey No. 23 Hissa 6. No. 5B(part), C.T.S. No. 156(part) and C.T.S. No. 157(part) which is within the boundary wall of the said Land, continues to remain in possession of Incline Realty Private Limited.

#### M. CONCLUSION

Based on the steps undertaken by us as stated above, we certify that Incline Realty Private Limited has a clear and marketable title to the said Land and is entitled to develop and redevelop the said Land, subject to what is stated in our 2015 Certificate read with what is stated hereinabove and subject also to the following,-

- Compliance with the terms and conditions of the approvals, permissions, sanctions 1. and NOCs detailed at paragraph C above and as may be issued from time to time;
- The subsisting first ranking sole and exclusive English mortgage over the Mortgaged 2. Premises described in Annexure "B-1" hereto and the due redemption thereof in terms of the DTD:

The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007. 3. orders passed therein; and

The eventual outcome and final adjudication of the L.C. Suit No 4. orders passed therein.

# THE SCHEDULE REFERRED HEREINABOVE

#### Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North

by C.T.S. No. 140, C.T.S. No.156 and New C.T.S.

No.107/E (part)

On or towards the East

by Western Express Highway

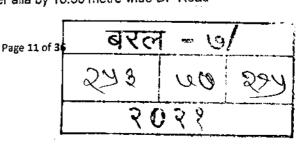
On or towards the South

by 36.60 metre wide DP Road

inter alia by 18.30 metre wide DP Road

On or towards the West





#### Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos.155/1 to 155/12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two non-contiguous parcels of land,-

Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. 107/E(part), (1)C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North

by C.T.S. No. 148(part), C.T.S. No. 150(part) and

C.T.S. No. 151

On or towards the East On or towards the South by Western Express Highway by New C.T.S. No. 107/E(part)

On or towards the West

by C.T.S. No. 144, C.T.S. No. 147 and

C.T.S. No. 156(part)

Admeasuring approximately 767.50 square metres bearing New C.T.S. No. 107/E(part) (2)and bounded as follows:-

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

by New C.T.S. No. 107/E(part) by New C.T.S. No. 107/E(part) by New C.T.S. No. 107/E(part) by New C.T.S. No. 107/E(part)

Part C

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and follows:-

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

by New C.T.S. No. 107/E(part) by New C.T.S. No. 107/E(part) by New C.T.S. No. 107/E(part)

by New C.T.S. No. 107/E(part)

Dated this 199 day of January, 2017

Wadia Ghandy & Co.

Dhawal J. Mehta **Managing Partner** 

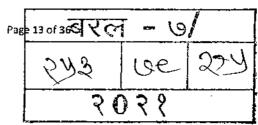
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# **ANNEXURE "A"**

# TITLE DEEDS EXAMINED BY US AS REFERRED AT PARAGRAPH B(1) ABOVE

- 1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibai Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
- 2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle, (ii) Mahendrakumar Dattatraya Chogle, (iii) Snehalata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shailaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamala Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.8312 of 1960.
- 3. Original Indenture dated 12th November 1960 executed between (i) Baburao Moreshwar Chogle, (ii) Shamrao Moreshwar Chogle, (iii) Chintaman Moreshwar Chogle, (iv) Balkrishna Moreshwar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharinath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.9147 of 1960.
- 4. Original Indenture dated 30th October 1961 executed between Sunderabai Jagjiwandas Keshavlal, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.49 of 1962.
- Original Indenture dated 12th March 1962 executed between (i) Goving Camposi Logle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premate Govind Chogle, (vi) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinot Govind Ghogle, (vii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.713 of 1962.
- 6. Original Indenture dated 28th September 1964 executed between (a) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part, Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steel Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2476 of 1964.
- 7. Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.
- 8. Original Indenture of Conveyance dated 2<sup>nd</sup> May 1967 executed between (i) Chatrabhuj Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.2096 of 1967.







- 9. Original Indenture dated 10<sup>th</sup> November 1967 executed between (i) Santokben Shamji and (ii) Laljee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
- Original Indenture dated 10<sup>th</sup> November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
- 11. Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii) Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No.1079 of 1969.
- 12. Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2457 of 1970.
- 13. Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
- 14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Makanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of

Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and redistered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.

Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kaptial Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhali, parting on business in partnership under the firm name and style of Messrs Nagjee Motijee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.

Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.

Photocopy—of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.

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- 19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16th November 1967 (Revenue and Forests Department) in which the Agreement dated 4th August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.
- 20. Typed Copy of the Award dated 20<sup>th</sup> January 1969 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.
- 21. Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.
- 22. Photocopy of the Memorandum dated 29<sup>th</sup> January, 1964 bearing reference no. LND.2663/85004-A issued by the Revenue Department of the Government of Maharashtra.
- 23. Photocopy of the Order dated 22<sup>nd</sup> September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.
- 24. Original Order dated 28th August, 2014 bearing reference no. Land 2614/C.No.96/L-3 passed by the Revenue Minister of the State of Maharashtra.
- 25. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
- Original Order dated 20<sup>th</sup> October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.
- 27. Original Order dated 30<sup>th</sup> August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra.
- 28. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
- Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
- 30. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and recline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
- Original Indenture of Conveyance dated 19th September, 2014 registered before the office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of With Secuted by and between Tata Steel Limited, therein referred to as 'the vendor of the wife sait and Incline Realty Private Limited, therein referred to as 'the purchaser of the other parts."

  Original Indenture of Conveyance dated 19th September, 2014 registered before the office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of With Secuted by and between Tata Steel Limited, therein referred to as 'the purchaser of the other parts."

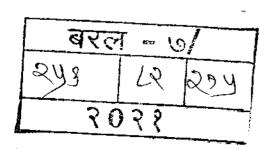
  Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of With Secuted by and between Tata Steel Limited, therein referred to as 'the purchaser of the other parts."
- 32. Original Indenture of Conveyance dated 19th September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.

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# **ANNEXURE "A-1"**

All the documents stated to have been specifically examined by us at paragraphs C, D, E, F, G, H, I, J and K above





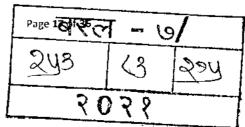
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ANNEXURE "B"

(List of Mortgaged Premises as per Part A of Schedule 5 to the DTD)

STANA No.	News:	Hetto.	47l007.	CarpetArea	Bull-up Area
1	Α	3903	39	1,093	1,822
2	Α	3905	39	1,093	1,822
3	Α	3906	39	1,093	1,822
4	Α	4001	40	1,093	1,822
5	Α	4003	40	1,093	1,822
6	Α	4004	40	1,093	1,822
7	Α	4005	40	1,093	1,822
8	Α	4006	40	1,093	1,822
9	Α	4103	41	1,093	1,822
10	Α	4104	41	1,093	1,822
11	A	4105	41	1,093	1,822
12	Α	4201	42	1,093	1,822
13	Α	4202	42	1,093	1,822
14	A	4203	42	1,093	1,822
15	Α	4204	42	1,093	1,822
16	Α	4205	42	1,093	1,822
17	Α	4206	42	1,093	1,822
18	Α	4301	43	1,093	1,822
19	Α	4303	43	1,093	5822EG/0
20	Α	4304	43	1,093	1,822 1,822 1,822 1,822 * 1,822 * 1,822 1,822
21	Α	4305	43	1,093 // 3	1,822 " S
22	Α	4306	43	1,093	1,822
23	Α	4402	44	1,093	* 1,822
24	Α	4405	44	1,093 \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	1,822
25	Α	4503	45	1,093	1,822
26	Α	4504	45	1,093	1,822 7 8
27	Α	4505	45	1,093	1935010
28	Α	4506	45	1,093	1,822
29	Α	4702	47	1,093	1,822
30	Α	4703	47	1,093	1,822
31	Α	4704	47	1,093	1,822
32	Α	4705	47	1,093	1,822
33	Α	4706	47	1,093	1,822
34	Α	4801	48	1,093	1,822
35	Α	4802	48	1,093	1,822
36	А	4803	48	1,093	1,822
37	Α	4804	48	1,093	1,822
38	Α	4805	48	1,093	1,822
39	Α	4806	48	1,093	1,822





Si. No	ijovai	(agayo)	Hook	(approbates)	rBull(cup)Area
40	A	4901	49	1,093	1,822
41	A	4902	49	1,093	1,822
42	A	4903	49	1,093	1,822
43	Α	4904	49	1,093	1,822
44	A	4905	49	1,093	1,822
45	Α	4906	49	1,093	1,822
46	Α	5003	50	1,093	1,822
47	Α	5004	50	1,093	1,822
48	Α	5005	50	1,093	1,822
49	Α	5006	50	1,093	1,822
50	Α	5102	51	1,093	1,822
51	Α	5103	51	1,093	1,822
52	Α	5104	51	1,093	1,822
53	Α	5105	51	1,093	1,822
54	Α	5201	52	1,093	1,822
55	A	5205	52	1,093	1,822
56	Α	5206	52	1,093	1,822
57	Α	5301	53	1,093	1,822
58	A	5302	53	1,093	1,822
59	A	5303	53	1,093	1,822
60	A	5304	53	1,093	1,822
61	Α	5305	53	1,093	1,822
62	A	5306	53	1,093	1,822
.63	Α	5401	54	1,093	1,822
64	Α	5402	54	1,093	1,822
65	Α	5501	55	1,093	1,822
66	A	5502	55	1,093	1,822
187	Α	5503	55	1,093	1,822
<b>6</b> 7 <b>5</b> 8	Α	5504	55	1,093	1,822
<b>76</b> 9	Α	5506	55	1,093	1,822
70	Α	5601	56	1,093	1,822
71 .	Α	5602	56	1,093	1,822
72	A	5603	56	1,093	1,822
73	Α	5604	56	1,093	1,822
74	Α	5605	56	1,093	1,822
75	Α	5606	56	1,093	1,822
76	Α	5701	57	1,093	1,822
7	A	5702	57	1,093	1,822
78	Α	5704	57	1,093	1,822
79	A	5705	57	1,093	1,822
80	K	5706	57	1,093	1,822
81	A .	5801	58	1,093	1,822

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Sř.	Tower		Floor	Carpet Area	Built-up Area	
82	Α	5802	58	1,093	1,822	
83	Α	5803	58	1,093	1,822	
84	Α	5804	58	1,093	1,822	
85	Α	5805	58	1,093	1,822	
86	Α	5806	58	1,093	1,822	
87	Α	5901	59	1,093	1,822	
88	А	5902	59	1,093	1,822	
89	Α	5905	59	1,093	1,822	
90	A	5906	59	1,093	1,822	
91	Α	6001	60	1,093	1,822	
92	Α	6002	60	1,093	1,822	
93	Α	6003	60	1,093	1,822	
94	Α	6004	60	1,093	1,822	
95	Α	6005	60	1,093	1,822	
96	Α	6006	60	1,093	1,822	
97	Α	6101	61	1,093	1,822	
98	Α	6102	61	1,093	1,822	
99	Α	6103	61	1,093	1,822	
100	Α	6104	61	1,093	1,822	
101	Α	6105	61	1,093	1.89 SUB RE	<u>~</u>
102	Α	6106	61	1,093	822 (2000)	0/8/
103	В	4005	40	1,093	632	G(S) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
104	В	4103	41	247	16 (\$412 V	W. S.
105	В	4104	41	1,099	± 1,832	
106	В	4203	42	247	1 ± 412	
107	В	4204	42	1,099	1832 9 9 9 9 7 7 7 13 1832 RRAN D	8
108	В	4205	42	1,093	1858 A 4111 13	50°
109	В	4301	43	1,099	REAN D	S1.
110	В	4302	43	247	412	
111	В	4303	43	247	412	
112	В	4304	43	1,099	1,832	
113	В	4305	43	1,093	1,822	
114	В	4306	43	1,093	1,822	
115	В	4308	43	1,093	1,822	ļ
116	8	4403	44	247	412	
117	8	4404	44	1,099	1,832	
118	В	4407	44	1,093	1,822	
119	В	4503	45	247	412	
120	В	4504	45	1,099	1,832	
121	В	4505	45	1,093	: 1,822	
122	8	4506	45	1,093	1,822	
123	В	4507	45	1,093	1,822	]

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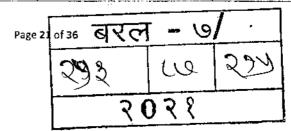
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	Sr No	Tower	Flat No.	1700)	Carpet/Area	Buittup/Area
	124	В	4703	47	247	412
	125	В	4704	47	1,099	1,832
	126	В	4705	47	1,093	1,822
	127	В	4706	47	1,093	1,822
	128	В	4708	47	1,093	1,822
	129	В	4801	48	1,099	1,832
	130	₿	4802	48	247	412
	131	В	4805	48	1,093	1,822
	132	В	4806	48	1,093	1,822
	133	В	4807	48	1,093	1,822
	134	В	4808	48	1,093	1,822
	135	В	4901	49	1,099	1,832
	136	В	4902	49	247	412
	137	В	4905	49	1,093	1,822
	138	В	4908	49	1,093	1,822
	139	В	5005	50	1,093	1,822
	140	В	5008	50	1,093	1,822
	141	В	5105	51	1,093	1,822
	142	В	5106	51	1,093	1,822
	143	В	5301	53	1,099	1,832
	144	В	5302	53	247	412
	145	В	5305	53	1,093	1,822
]	146	В	5306	53	1,093	1,822
Ì	147	В	5307	53	1,093	1,822
	148	В	5405	54	1,093	1,822
	149	В	5505	55	1,093	1,822
	150	В	5506	55	1,093	1,822
	151	В	5507	55	1,093	1,822
	152	В	5603	56	247	412
	153	В	5604	56	1,099	1,832
	154	В	5605	_56	1,093	1,822
	<b>\</b> 55	В	5606	56	1,093	1,822
	16	В	5801	58	1,099	1,832
)	157	В	5802	58	247	412
*	<b>//</b> 58	В	5803	58	247	412
	159	В	5804	58	1,099	1,832
	160	В	5805	58	1,093	1,822
	161	В	5806	58	1,093	1,822
-	162	В	5807	58	1,093	1,822
ļ	163	В	5808	58	1,093	1,822
_	164	<del></del>	5901	59	1,099	1,832
	1650/	В	5902	59	247	412

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1	Marie depublica has	A Comment of the Comm	#25 C P A S	THE RESERVE	
Sr. No. Çi	Tower	Flat No	Floor	Carpet Areas	Builtup/Areak-v
	1	5903	59	247	412
<u>166</u> 167	B	5903	59	1,099	1,832
	В	5904	59	1,093	1,822
168 160		5908	59	1,093	1,822
<u>169</u> 170	В	6001	60	1,093	1,832
	··	··· · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	247	412
<u>171</u> 172	В	6002	60	247	412
	<u>B</u>	6003	60		1,832
173 <u> </u>	В	6004		1,099	
174	В	6005	60	1,093	1,822
175 176	В	6006	60	1,093	1,822
176 177	В	6007	60	1,093	1,822
177	В	6008	60	1,093	1,822
178	B	6101	61	1,099	1,832
179	В	6102	61	247	412
180	В	6103	61	247	412
181	В	6104	61	1,099	1,832
182	В	6105	61	1,093	1,822
183	B  -	6106	61	1,093	1,822
184	B	6107	61	1,093	1,822
185	В	6108	61	1,093	1,822
186	С	3902	39	1,093	1,822
187	C	4001	40	1,093	1,822
188	С	4002	40	1,093	1,822
189	С	4006	40	1,093	1,822
190	С	4007	40	1,093	1,822
191	C	4101	41	1,093	1,822
192	C	4102	41	1,093	1,822
193	C	4106	41	1,093	1,822 508
194	<u>  C</u>	4107	41	1,093	(1) 1/8/2011 14 4 4 3
195	<u>C</u>	4201	42	1,093 /	4,822
196	C	4202	42	1,093	{
197	С	4205	42	1,093	£ { -1,822
198	С	4206	42	1,093	(a) (822
199	<u>c</u>	4207	42	1,093	1,822 GE
200	С	4301	43	1,093	1822 DIST (B)
201	С	4302	43	1,093	1,822 1,822 1,822 1,822 1,822 1,822 1,822 1,822 1,822 1,822 1,822 1,822 1,822 1,822
202	С	4303	43	1,099	1,832
203	С	4304	43	247	412
204	С	4305	43	1,093	1,822
205	С	4306	43	1,093	1,822
206	С	4307	43	1,093	1,822
207	С	4401	44	1,093	1,822







# Wadia Ghandy & Co.

	67. 110	Trowers	FEERNO.	filoor	Carpet Area	iBulltup Area
	208	С	4402	44	1,093	1,822
Ī	209	С	4406	44	1,093	1,822
ľ	210	С	4407	44	1,093	1,822
Ī	211	С	4502	45	1,093	1,822
Ī	212	С	4505	45	1,093	1,822
	213	С	4506	45	1,093	1,822
Ī	214	С	4507	45	1,093	1,822
ľ	215	С	4701	47	1,093	1,822
	216	С	4702	47	1,093	1,822
Ī	217	C	4703	47	1,099	1,832
Ī	218	С	4704	47	247	412
[	219	С	4705	47	1,093	1,822
Ì	220	С	4706	47	1,093	1,822
	221	С	4707	47	1,093	1,822
Ì	222	C .	4801	48	1,093	1,822
ĺ	223	С	4802	48	1,093	1,822
- 1	224	С	4803	48	1,099	1,832
1	225	С	4804	48	247	412
	226	С	4805	48	1,093	1,822
1	227	С	4806	48	1,093	1,822
ļ	228	С	4807	48	1,093	1,822
	229	С	4901	49	1,093	1,822
Ì	230	С	4902	49	1,093	1,822
Ì	231	С	4903	49	1,099	1,832
1	232	С	4904	49	247	412
Ī	233	С	4905	49	1,093	1,822
	234	С	4906	49	1,093	1,822
Ī	235	С	4907	49	1,093	1,822
	236	С	5003	50	1,099	1,832
N	237	C .	5004	50	247	412
M	238	С	5005	50	1,093	1,822
	239	С	5006	50	1,093	1,822
	240	С	5007	50	1,093	1,822
//	241	С	5101	51	1,093	1,822
7	242	С	5102	51	1,093	1,822
Ī	243	С	5103	51	1,099	1,832
ľ	244	С	5104	51	247	412
-	245	C	5105	51	1,093	1,822
-	246	С	5106	51	1,093	1,822
	247	С	5107	51	1,093	1,822
	248	C	5201	52	1,093	1,822
1	249	· C	5202	52	1,093	1,822

SUE REGISTRAD BODING THE SUPPLY OF THE SUPPL

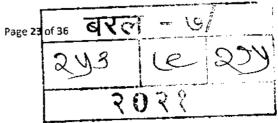
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Sir No	Tower 1945	Flat No - 1	Floor- 4-		Built-up Area
250	C	5206	52	1,093	1,822
251	C	5207	52	1,093	1,822
252	C	5301	53	1,093	1,822
253	C	5302	53	1,093	1,822
254	c	5303	53	1,099	1,832
255	C	5304	53	247	412
256	c	5305	53	1,093	1,822
257	c	5306	53	1,093	1,822
258	C	5307	53	1,093	1,822
259 259	c	5401	54	1,093	1,822
260	, c	5402	54	1,093	1,822
261	C	5405	54	1,093	1,822
262	c	5406	54	1,093	1,822
263	C	5407	54	1,093	1,822
264	c	5501	55	1,093	1,822
265	С	5502	55	1,093	1,822
266	c	5503	55	1,099	1,832
267	C	5504	55	247	412
268	C	5505	55	1,093	1,822
269	C	5506	55	1,093	1,822
270	C	5507	55	1,093	1,822
271	c	5601	56	1,093	1,822
272	C	5602	56	1,093	1,822
273	C	5603	56	1,099	1,832
274	c	5604	56	247	322 7 d W 7
275	l C	5605	56	1,093	\$22 14 H F S 1,822 14
276	c	5606	56	1,093	₩ A.822 7 4 4 4 7 4
277	C	5607	56	1,093	% (31,822€ € G
278	c	5701	57	1,093	± ( * 1,822 )
279	C	5702	57	1,093	1 822
280	С	5703	57	1,099	# 832 127 Face
281	C	5704	57	247	ु थेर जिल्ले
282	C	5705	57	1,093	1.822 DIST.
283	c	5706	57	1,093	1,822
284	c	5707	57	1,093	1,822
285	c	5801	58	1,093	1,822
286	C	5802	58	1,093	1,822
287	C	5803	58	1,099	1,832
288	C	5804	58	247	412
289	c	5805	58	1,093	1,822
290	C	5806	58	1,093	1,822
291	C	5807	58	1,093	1,822



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	No	Tower*!	Flat Note W	Floor	Carpet Area 🖽	Built-up Area 4
	292	С	5901	59	1,093	1,822
	293	С	5902	59	1,093	1,822
	294	С	5906	59	1,093	1,822
	295	С	5907	59	1,093	1,822
	296	С	6001	60	1,093	1,822
	297	С	6002	60	1,093	1,822
	298	C	6003	60	1,099	1,832
	299	С	6004	60	247	412
	300	С	6005	60	1,093	1,822
	301	С	6006	60	1,093	1,822
	302	С	6007	60	1,093	1,822
	303	С	6101	61	1,093	1,822
	304	С	6102	61	1,093	1,822
	305	С	6103	61_	1,099	1,832
	306	C	6104	61	247	412
	307	С	6105	61	1,093	1,822
	308	С	6106	61	1,093	1,822
	309	С	6107	61	1,093	1,822
	310	D	3501	35	1,099	1,832
	311	D	3502	35	247	412
	312	D	3503	35	247	412
	313	D	3504	35	1,099	1,832
	314	D	3505	35	1,093	1,822
	315	D	3506	35	1,093	1,822
	316	D	3507	35	1,093	1,822
	317	D	3508	35	1,093	1,822
	318	D	3601	36	1,099	1,832
1	319	D	3602	36	247	412
(ر	320	D	3603	36	247	412
9	821	D	3604	36	1,099	1,832
!	322	D	3605	36	1,093	1,822
*	B23	D	3606	36	1,093	1,822
	324	D	3607	36	1,093	1,822
	325	D	3701	37	1,099	1,832
	326	D	3702	37	247	412
	327	D	3703	37	247	412
	328	D	3704	37	1,099	1,832
	329	D	3707	37	1,093	1,822
ĺ	330	D	3708	37	1,093	1,822
-	331	<u>D</u>	3801	38	1,099	1,832
+	332	<u> </u>	3802	38	247	412
<del>,</del> [	833/	<u>D</u>	3803	38	247	412

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Sr:	Tower	Flat No 5	Floor	Carpet Area	Built-up Area
334	D	3804	38	1,099	1,832
335	D	3805	38	1,093	1,822
336	D	3806	38	1,093	1,822
337	Đ	3807	38	1,093	1,822
338	D	3808	38	1,093	1,822
339	D	3901	39	1,099	1,832
340	D ·	3902	39	247	412
···	D	3903	39	247	412
341 342	D	3904	39	1,099	1,832
343	D	3905	39	1,093	1,822
	· · · · · · · · · · · · · · · · · · ·	3906	39	1,093	1,822
344	D	3907	39	1,093	1,822
345	D	3908	39	1,093	1,822
346	D	4001	40	1,099	1,832
347 348	D	4001	40	247	412
	D	4003	40	247	412
349	D	4004	40	1,099	1,832
350	D	4005	40	1,093	1,822
351	D	4006	40	1,093	1,822
352		4007	40	1,093	1,822
353	D	4008	40	1,093	1,822
354	D	4101	41	1,099	1 935
355	D	4102	41	247	1,832 REG(5) S 1,832 F W
356	D	4103	41	247	SE SYLEGIST
357	D	4104	41	1,099	S A 8321 4
358	D		41	1,093	1,822
359	D	4105	41	1.093	.]r 1.822 <sup>3 (2</sup>
360	<u>D</u>	4107	41		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
361	D	4108	41	1,093	1,822
362	- D	4201	42	1,099	1,822 1,8321 Fr
363	D D	4202	42	247	OUSIAN DIST.
364		4203	42	247	1,822 1,822 8321 FT 6 8321 FT 412
365	D D	4203	42	1,099	1,832
366	D	4204	42	1,093	1,822
367	D	4205	42	1,093	1,822
368		4207	42	1,093	1,822
369	_ D	4207	42	1,093	1,822
370	<u>D</u>	4301	43	1,099	1,832
371	D	4301	43	247	412
372	D	4302	43	247	412
373	<u> D</u>	4303	43	1,099	1,832
374 375	D	4304	43	1,093	1,822

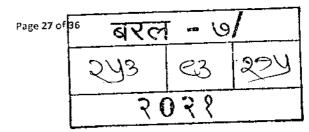
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	14 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	S SAME PARK TO A COLUMN	· 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	At bearings in a section	SEASTING THE PROPERTY IS AND	
	376	D	4306	43	1,093	1,822
	377	D	4307	43	1,093	1,822
	378	D	4308	43	1,093	1,822
	379	D	4401	44	1,099	1,832
	380	D	4402	44	247	412
	381	D	4403	44	247	412
	382	D	4404	44	1,099	1,832
	383	D	4407	44	1,093	1,822
	384	D	4408	44	1,093	1,822
	385	D	4501	45	1,099	1,832
	386	D	4502	45	247	412
	387	D	4503	45	247	412
	388	D	4504	45	1,099	1,832
	389	D	4505	45	1,093	1,822
	390	D	4506	45	1,093	1,822
	391	D .	4507	45	1,093	1,822
	392	D	4508	45	1,093	1,822
	393	D	4701	47	1,099	1,832
•	394	D	4702	47	247	412
:	395	D	4703	47	247	412
-	396	D	4704	47	1,099	1,832
	397 .	D	4705	47	1,093	1,822
	398	D	4706	47	1,093	1,822
	399	D	4707	47	1,093	1,822
	400	D	4708	47	1,093	1,822
	<b>A</b> 01	d	4801	48	1,099	1,832
	402	D	4802	48	247	412
<u> </u>	408	D	4803	48	247	412
Ĵ	404	D	4804	48	1,099	1,832
<i>)</i>	<b>4</b> 05	D	4805	48	1,093	1,822
	406	D	4806	48	1,093	1,822
_	407	D	4807	48	1,093	1,822
	408	D	4808	48	1,093	1,822
	409	D	4901	49	1,099	1,832
	410	D	4902	49	247	412
	411	<u>D</u>	4903	49	247	412
	412	D	4904	49	1,099	1,832
-	413	D	4905	49	1,093	1,822
-	414	D	4906	49	1,093	1,822
-	415	D		49	1,093	1,822
-4	416 /		<del></del> }-	49	1,093	1,822
	1178		5001	50	1,009	1,832
,	1 1-	7				

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Šī No.	Tower:	Haciro:	(Filosofi	anipi (Men	ह्याक्षिक (संस्कृ
418	D	5002	50	247	412
419	D	5003	50	247	412
420	D	5004	50	1,099	1,832
421	D	5005	50	1,093	1,822
422	D	5006	50	1,093	1,822
423	D	5007	50	1,093	1,822
424	D	5008	50	1,093	1,822
425	D	5101	51	1,099	1,832
426	D	5102	51	247	412
427	D	5103	51	247	412
428	D	5104	51	1,099	1,832
429	D	5105	51	1,093	1,822
430	D	5106	51	1,093	1,822
431	D	5107	51	1,093	1,822
432	D	5108	51	1,093	1,822
433	D	5201	52	1,099	1,832
434	D	5202	52	247	412
435	D	5203	52	247	THE SU ATEOLO
436	D	5204	52	1,099/	1,832 V
437	D	5207	52	1,09	1892
438	D	5208	52	1,083年 (**	1,822 6
439	D	5301	53	1,099#	1832 1832 1822 6
440	D	5302	53	24 E	412 A /
441	D	5303	53	247	47774412°
442	D	5304	53	1,099	COURDANS CONTRACTOR
443	D	5305	53	1,093	1,622
444	D	5306	53	1,093	1,822
445	D	5307_	53	1,093	1,822
446	D	5308	53	1,093	1,822
447	D	5401	54	1,099	1,832
448	D	5402	54	247	412
449	D	5403	54	247	412
450	D	5404	54	1,099	1,832
451	D	5405	54	1,093	1,822
452	ם	5406	54	1,093	1,822
453	D	5407	54	1,093	1,822
454	D	5408	54	1,093	1,822
455	D	5501	55	1,099	1,832
456	D	5502	55	247	412
457	D	5503	55	247	412
458	D	5504	55	1,099	1,832
459	D	5505	55	1,093	1,822



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€r. No.	uovoi.	(FEGIXO	ialosi .	Carpet Area:	Built-up Area
460	D	5506	55	1,093	1,822
461	D	5507	55	1,093	1,822
462	D	5508	55	1,093	1,822
463	D	5601	56	1,099	1,832
464	D	5602	56	247	412
465	D	5603	56	247	412
466	D	5604	56	1,099	1,832
467	D	5605	56	1,093	1,822
468	D	5606	56	1,093	1,822
469	D	5607	56	1,093	1,822
470	D	5608	56	1,093	1,822
471	D	5701	57	1,099	1,832
472	D	5702	57	247	412
473	D	5703	57	247	412
474	D	5704	57	1,099	1,832
475	D	5705	57	1,093	1,822
476	D	5706	57.	1,093	1,822
477	D	5707	57	1,093	1,822
478	D	5708	57	1,093	1,822
479	D	5801	58	1,099	1,832
480	D	5802	58	247	412
481	D	5803	58	247	412
482	D	5804	58	1,099	1,832
483	D	5805	58	1,093	1,822
484	D D	5806	58	1,093	1,822
485	D	5807	58	1,093	1,822
486	D	5808	58	1,093	1,822
487	D	5901	59	1,099	1,832
488	D	5902	59	247	412
489	D	5903	59	247	412
490	ם	5904	59	1,099	1,832
<b>k</b> 91	D	5907	59	1,093	1,822
492	ם	5908	59	1,093	1,822
<b>A</b> 93	D	6001	60	1,099	1,832
494	D	6002	60	247	412
495	D	6003	60	247	412
496	D	6004	60	1,099	1,832
497	D	6005	60	1,093	1,822
498	D	6006	6D	1,093	1,822
499	D	6007	60	1,093	1,822
500	D	6008	60	1,093	1,822
501	ן ריים	6101	61	1,099	1,832

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Sile					Color (2000) College Over
NO.	Hewor	Flatino e a	IF JOOT	@appel-Area ⊹	
502	D	6102	61	247	412
503	D	6103	61	247	412
504	D	6104	61	1,099	1,832
505	D	6105	61	1,093	1,822
506	D	6106	61	1,093	1,822
507	D	6107	61	1,093	1,822
508	D	6108	61	1,093	1,822
509	E	102	1	1,034	1,723
510	E	103	1 .	1,034	1,723
511	E	104	1	1,034	1,723
512	E	105	1	1,034	1,723
513	   E	202	2	1,034	1,723
514	E	203	2	1,034	1,723
515	<u>-                                   </u>	204	2	1,034	1,723
516	E	205	2	1,034	1,723
517	E	302	3	1,034	1,723
518	<u> </u>	303	3	1,034	1,723
519	E	304	3	1,034	1,723
520	<u> </u>	305	3	1,034	1,723
521	E	402	4	1,034	1,723
522	E	403	4	1,034	1,723
523	E	404	4	1,034	1,723
524	E	405	4	1,034	1,723
525	E	502	5	1,034	1,723
526	E	503	5	1,034	1,723 SUBINERS 1,723 PA
527	E	504	5	1,034	1723 9
528	E	505	5		1,723 8
529	E	602	6	1,0845	1,723 6
530	E	603	6	1,034 *	41,723
531	E	604	6	1,084	723
532	E	605	6	1,03	1,723 1,723 1,723 1,723 1,723 1,723 1,723 1,723 1,723 1,723 1,723
533	E	702	7	1,034	1.723 BAN
534	E	703	7	1,034	172
535	E	704	7	1,034	1,723
536	E	705	7	1,034	1,723
537	E	801	8	1,034	1,723
538	E	802	8	1,034	1,723
539	E	805	8	1,034	1,723
540	E	806	8	1,034	1,723
541	E	901	9	1,034	1,723
542	<u> </u>	902	9	1,034	1,723
543	E	903	9	1,034	1,723

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	547	E	1001	10	1,034	1,723
	548	E	1002	10	1,034	1,723
	549	E	1003	10	1,034	1,723
	550	E	1004	10	1,034	1,723
	551	E	1005	10	1,034	1,723
	552	E	1006	10	1,034	1,723
	553	E	1101	11	1,034	1,723
	554	E	1102	11	1,034	1,723
	555	E	1103	11	1,034	1,723
	556	E	1104	11	1,034	1,723
٠,	557	E	1105	11	1,034	1,723
	558	E	1106	11	1,034	1,723
	559	E	1201	12	1,034	1,723
	560	E	1202	. 12	1,034	1,723
	561	E	1203	12	1,034	1,723
	562	E	1204	12	1,034	1,723
	563	E	1205	12	1,034	1,723
	564	E	1206	12	1,034	1,723
	565	Е	1301	13	1,034	1,723
	566	E	1302	13	1,034	1,723
	567	E	1303	13	1,034	1,723
	568	E	1304	13	1,034	1,723
	569	Ε	1305	13	1,034	1,723
>>	<b>6</b> 70	Ε	1306	13	1,034	1,723
	971	E	1401	14	1,034	1,723
ر ا ج	572	E	1402	14	1,034	1,723
<b>t</b> -	573	E ,	1403	14	1,034	1,723
	574	E	1404	14	1,034	1,723
	5 <b>7/</b> 5	E	1405	14	1,034	1,723
	5/5 \$76	E	1406	14	1,034	1.723
	577	E	1501	15	1,034	1,723
	578	E	1502	15	1,034	1,723
Ì	579	E	1505	15	1,034	1,723
	580	Ε	1506	15	1,034	1,723
	581	E	1601	16	1,034	1,723
ļ	582	E	1602	16	1,034	1,723
	583	E	1603	16	1,034	1,723
-	584	E	1604	16	1,034	1,723
	585	<u> </u>	1605	16	1,034	1,723
<u>e</u>	E	(24)	Page 3	30 of 36		

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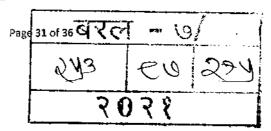
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S 20	Towers	Flat No ext	Floor A		Bollerp Areals
586	E	1606	16	1,034	1,723
587	E	1701	17 .	1,034	1,723
588	E	1702	17	1,034	1,723
589	E	1703	17	1,034	1,723
590	E	1704	17	1,034	1,723
591	E	1705	17	1,034	1,723
592	E	1706	17	1,034	1,723
593	E	1801	18	1,034	1,723
594	E	1802	18	1,034	1,723
595	E	1803	18	1,034	1,723
596	E	1804	18	1,034	1,723
597	E	1805	18	1,034	1,723
598	E	1806	18	1,034	1,723
599	E	1901	19	1,034	1,723
600	Ē .	1902	19	1,034	1,723
601	E	1903	19	1,034	1,723
602	E	1904	19	1,034	1,723
603	E	1905	19	1,034	1,723
604	E	1906	19	1,034	1,723
605	E	2001	20	1,034	1,723
606	Е	2002	20	1,034	1,723
607	E	2003	20	1,034	1,723
608	Е	2004	20	1,034	JUFP REGIO
609	E	2005	20	1,034	1722
610	E	2006	20	1,034 //->	1,723 d. V. P. B. E. G. B. T. A. T. T. P. S. T. T. T. P. S. T. T. P. S. T. T. T. P. S. T.
611	Ē	2101	21	1,034	(3° 1,723°
612	E	2102	21	1,034 芒	× 1,723
613	Е	2103	21	1,034 \\ *	1,723
614	E	2104	21	1,034	1.723
615	E.	2105	21	1,034	1,723 31,723 50,723
616	Е	2106	21	1,034	723
617	E	2201	22	1,034	1,723
618	E	2202	22	1,034	1,723
619	E	2205	22	1,034	1,723
620	E	2206	22	1,034	1,723
621	Ε	2401	24	1,034	1,723
622	E	2402	24	1,034	1,723
623	E	2403	24	1,034	1,723
624	E	2404	24	1,034	1,723
625	Ε	2405	24	1,034	1,723
626	E	2406	24	1,034	1,723
627	E	2501	25	1,034	1,723



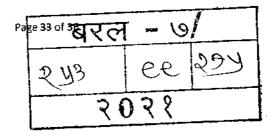
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Six 1	TIOWER	Flat No.	1-15°		Edilano/area
:No:	I Nowel				Culledovated.
628	E	2502	25	1,034	1,723
629	E	2503	25	1,034	1,723
630	E	2504	25	1,034	1,723
631	E	2505	25	1,034	1,723
632	E	2506	25	1,034	1,723
633	E	2601	26	1,034	1,723
634	E	2602	26	1,034	1,723
635	E	2603	26	1,034	1,723
636	E	2604	26	1,034	1,723
637	E	2605	26	1,034	1,723
638	E	2606	26	1,034	1,723
639	Е	2701	27	1,034	1,723
640	Ε	2702	27	1,034	1,723
641	E	2703	27	1,034	1,723
642	E	2704	27	1,034	1,723
643	E	2705	27	1,034	1,723
644	<u> </u> E	2706	27	1,034	1,723
645	E	2801	28	1,034	1,723
646	<b>E</b>	2802	28	1,034	1,723
647	E	2803	28	1,034	1,723
648	E	2804	28	1,034	1,723
649	E	2805	28	1,034	1,723
650	E	2806	28	1,034	1,723
651	Ε	2901	29	1,034	1,723
652	E	2902	29	1,034	1,723
653	E	2903	29	1,034	1,723
654	E	2904	29	1,034	1,723
655	Έ	2905	29	1,034	1,723
656	E	2906	29	1,034	1,723
657	Ε .	3001	30	1,034	1,723
658	E	3002	30	1,034	1,723
659	E	3005	30	1,034	1,723
660	Ε	3006	30_	1,034	1,723
661	Ē	3101	31	1,034	1,723
662	E.	3102	31	1,034	1,723
663	E	3103	31	1,034	1,723
664	E	3104	31	1,034	1,723
665	E	3105	31	1,034	1,723
666	E _	3106	31	1,034	1,723
667	E-3	3201	32	1,034	1,723
ုနှင့်ဗ်	E	3202	32	1,034	1,723
669	E	3203	32	1,034	1,723

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STANS		THE CONTRACTOR AND ADDRESS OF THE CO	obstance Chartes		
No.	Tiewer :	Flat Nove	FICOI	carrivatia	Bulléup Area
670	E	3204	32	1,034	1,723
671	E	3205	32	1,034	1,723
672	E	3206	32	1,034	1,723
673	E	3301	33	1,034	1,723
674	E	3302	33	1,034	1,723
675	E	3303	33	1,034	1,723
676	E	3304	33	1,034	1,723
677	Ε	3305	33	1,034	1,723
678	E.	3306	33	1,034	1,723
679	E	3401	34	1,034	1,723
680	E	3402	34	1,034	1,723
681	E	3403	34	1,034	1,723
682	E	3404	34	1,034	1,723
683	E.	3405	34	1,034	1,723
684	E	3406	34	1,034	1,723
685	E	3501	35	1,093	1,822
686	E	3502	35	1,093	1,822
687	E	3503	35	1,093	1,822
688	E	3504	35	1,093	1,822
689	E	3505	35	1,093	1,822
690	E	3506	35	1,093	1,822
691	E	3601	36	1,093	1,822
692	E	3602	36	1,093	1,822
693	Е	3603	36	1,093	1,822
694	E	3604	36	1,093	1,822
695	E	3605	36	1,093	TIP
696	E	3606	36	1,093	SUB 1859/8/2
697	E	3701	37	1,093/6	
698	E	3702	37	1,093	3 4 822
699	E	3705	37	1,090 👸 🕻	1,822
700	E	3706	37	1,09	1,822
701	Ε	3801	38	1,093	1,822
702	E	3802	38	1,093	1,822 1,822 71,822 1,822
703	E	3803	38	1,093	GUR5822015
704	E	3804	38	1,093	1,822
705	E	3805	38	1,093	1,822
706	É	3806	38	1,093	1,822
707	E	3901	39	1,093	1,822
708	Ë	3902	39	1,093	1,822
709	Ε	3903	39	1,093	1,822
710	E	3904	39	1,093	1,822
711	E	3905	39	1,093	1,822



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	No.	allower.	Flat No	Floor	Carpet Area	Built-up Area
	712	E	3906	39	1,093	1,822
	713	E	4001	40	1,093	1,822
	714	E	4002	40	1,093	1,822
	715	E	4003	40	1,093	1,822
	716	E	4004	40	1,093	1,822
	717	E	4005	40	1,093	1,822
	718	E	4006	40	1,093	1,822
	719	E	4101	41	1,093	1,822
	720	E	4102	41	1,093	1,822
	721	E	4103	41	1,093	1,822
	722	Ę	4104	41	1,093	1,822
	723	Ε	4105	41	1,093	1,822
	724	<u> </u> E	4106	41	1,093	1,822
	725	E	4201	42	1,093	1,822
	726	E	4202	42	1,093	1,822
:	727	E	4203	42	1,093	1,822
	728	E	4204	42	1,093	1,822
	729	E	4205	42	1,093	1,822
	730	E	4206	42	1,093	1,822
.	731	E -	4301	43	1,093	1,822
	732	.E /	4302	43	1,093	1,822
	733	Е	4303	43	1,093	1,822
	734	E	4304	43	1,093	1,822
	735	Ε	4305	43	1,093	1,822
Į	736	<u>E</u>	4306	43	1,093	1,822
	737	Ε	4401	44	1,093	1,822
`	<del>738</del>	E	4402	44	1,093	1,822
	ेरे39	<u>E</u>	4405	44	1,093	1,822
Ì	740	E	4406	44	1,093	1,822
. 6	74	E	4501	45	1,093	1,822
	747	E	4502	45	1,093	1,822
	7 <b>/</b> 8	<u>E</u>	4503	45	1,093	1,822
1	44	E	4504	45	1,093	1,822
1	745	_E	4505	45	1,093	1,822
-	746	<u>E</u>	4506	45	1,093	1,822
-	747	E	4701	47	1,093	1,822
ļ.	748	<u>E</u>	4702	47	1,093	1,822
_	749	E	4703	47	1,093	1,822
1	750	E	4704	47	1,093	1,822
-	751	<u>E</u>	4705	47	1,093	1,822
Η-	752	E	4706	47	1,093	1,822
Ļ	753	E	1801	48	1,093	1,822

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VO. 30 P.45				V45-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Y#78400004 <b>8</b> 4207
No.	Tower	Flat No	Floor	Carpet Area	Bulleup/Area
754	E	4802	48	1,093	1,822
755	Ε	4803	48	1,093	1,822
756	E	4804	48	1,093	1,822
757	E	4805	48	1,093	1,822
758	E	4806	48	1,093	1,822
759	E	4901	49	1,093	1,822
760	E	4902	49	1,093	1,822
761	E	4903	49	1,093	1,822
762	E	4904	49	1,093	1,822
763	Е	4905	49	1,093	1,822
764	E	4906	49	1,093	1,822
765	<u>E</u>	5001	50	1,093	1,822
766 .	E	5002	50	1,093	1,822
767	E	5003	50	1,093	1,822
768	E	5004	50	1,093	1,822
769	E	5005	50	1,093	1,822
770	E	5006	50	1,093	SUB A B
771	E	5101	51	1,097	322
772	E	5102	51	1/1/1981/	1,822
773	E	5103	51	093 ·S	1,822
774	E	5104	51	1,69\$*	4.3[,822 }≥
775	E	5105	51	1023	,822
776	E	5106	51	1,03	1.822
777	Ε	5201	52	1,09	1.872
778	E	5202	52	1,093	
779	E	5205	52	1,093	1,822
780	E	5206	52	1,093	1,822
781	E	5301	53	1,093	1,822
782	E	5302	53	1,093	1,822
783	E	5303	53	1,093	1,822
784	E	5304	53	1,093	1,822
785	E	5305	53	1,093	1,822
786	E	5306	53	1,093	1,822
787	E	5401	54	1,093	1,822
788	E	5402	54	1,093	1,822
789	E	5403	54	1,093	1,822
790	E	5404	54	1,093	1,822
791	<u>E</u>	5405	54	1,093	1,822
792	E	5406	54	1,093	1,822
793	E	5501	55	1,093	1,822
794	E	5502	55	1,093	1,822
795	E	5503	55	1,093	1 822

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# WADIA GHANDY & CO.

©.6	Hower "	Jaki kilo	170007	Capa (Area	BullaupArea i
796	E	5504	55	1,093	1,822
797	<u> </u>	5505	55	1,093	1,822
798	E	5506	55	1,093	1,822
799	E	5601	56	1,093	1,822
800	E	5602	56	1,093	1,822
801	E	5603	56	1,093	1,822
802	E.	5604	56	1,093	1,822
803	E	5605	56	1,093	1,822
804	E.	5606	56	1,093	1,822
805	E	5701	57	1,093	1,822
806	E	5702	57	1,093	1,822
807	E	5703	57	1,093	1,822
808	E	5704	57	1,093	1,822
809	E	5705	57	1,093	
810	E	5706	57	1,093	1,822
811	E	5801	58	1,093	1,822
812	E	5802	58	1,093	1,822
813	Ε	5803	58	1,093	1,822
814	E.	5804	58	1,093	1,822
815	E	5805	58	1,093	1,822
816	E	5806	58		1,822
817	E	5901	59	1,093 1,093	1,822
818	E	5902	59	1,093	1,822
819	E	5905	59	1,093	1,822
820	E	5906	59		1,822
821	E	6001	60	1,093	1,822
822	E	6002	60	1,093 1,093	1,822
823	E	6003	60	1,093	1,822 1,822
824	E	6004	60	1,093	
825	E	6005	60	1,093	1,822
826	E	6006	60	1,093	1,822
827	E	6101	61	1,093	1,822
,828	E	6102	61	1,093	1,822 1,822
829//	E	6103	61	1,093	1,822
838	E	6104	61	1,093	1,822
831	E	6105	61	1,093	1,822

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# WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.

Tel: +91 22 2267 0669; +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226

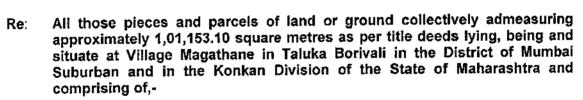
General o-mail: context@wadiaghandy.com | Personal o-mail: firstname.lastname@wadiaghandy.com

NL/KBM/10127/ 9328 2018

SECOND ADDENDUM TO TITLE CERTIFICAT

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Incline Realty Private Limited Commerz, 3<sup>rd</sup> floor International Business Park Oberoi Garden City Off Western Express Highway Goregaon (East) Mumbai 400063



- (1) All those pieces or parcels of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres ("Land 1"),
- (2) All those pieces or parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155 and C.T.S. Nos. 155/1 to 12 collectively admeasuring approximately 29,130.40 square metres ("Land 2"), and
- (3) All that piece of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres ("Land 3"),

hereinafter collectively referred to as "the said Land".

# A. INTRODUCTION

We have been requested by our client, Incline Realty Private Limited, an existing company under the Companies Act, 2013 having its registered office as mentioned above, to update our Addendum to Title Certificate dated 19th January, 2017 ("2017 Addendum"). Prior to our 2017 Addendum, we had issued our Title Certificate dated 13th May, 2015 and Compendium to Title Certificate dated 13th May, 2015 to Incline Realty Private Limited, certifying their right, title and interest to the said Land in the manner stated therein (collectively "2015 Certificate"). This Second Addendum to the 2015 Certificate ("this Addendum") is a report containing our observations on the material events, facts and circumstances that have transpired subsequent to the 2017 Addendum.

1/1/-

Ahmedabad | Mumbai | New Delhi

# B. STEPS

We have undertaken the following steps whilst issuing this Addendum,-

- We have not examined the original title deeds in respect of the said Land on as stated in Annexure "A" hereto. Our client has informed us that these original title deeds are in its custody and possession and have not been deposited with any person.
- 2. Caused to undertake an updation of searches at the Offices of the Sub-Registrar of Assurances at Mumbai, Thane, Vasai, Bandra, Borivali and Goregaon for a period of 2 years from the year 2016 till 2018.
- 3. Caused to undertake searches at the website of the Ministry of Corporate Affairs of the Government of India at <a href="https://www.mca.gov.in">www.mca.gov.in</a> in respect of the charges/mortgages created by Incline Realty Private Limited in respect of the said Land.
- 4. We have not raised general requisitions on the title of Incline Realty Private Limited to the said Land.
- 5. With respect to the facts which cannot be ascertained from the examination of the public records, we have requested our client to furnish us information in that regard and the same is also recorded in the Declaration of even date executed by Incline Realty Private Limited.
- At our client's request, we have not issued any public notices inviting
  objections and/or claims from third persons with respect to the title of Incline
  Realty Private Limited to the said Land, save as stated in the 2015 Certificate.

In connection with this Addendum, it may be noted that:-

For the purpose of issuing this Addendum, we have caused Mr. Ashish S. Javeri, Search Clerk, to update his earlier Search Reports, and to Registrar of Assurances at Mumbai City, Thane, Vasai, Bandra, Borivali undertake updation of searches at the relevant Offices of the Suband Goregaon from the year 2016 upto the year 2018. Our search clerk has informed us that whilst undertaking physical searches of the ecords, he has observed that the record of Index-II is maintained only upto 31st July, 2017 depending on the concerned Office of the Sub-Registrar of Assurances i.e. the latest Index-II records have not been prepared and compiled as required. Although the report we have caused to be issued with respect to the aforesaid searches is dated 20th October, 2018, our search clerk has informed us that the records of the Offices of the Sub-Registrar of Assurances are available for inspection only till 31st July, 2017 or prior thereto depending on the concerned Office of the Sub-Registrar of Assurances. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.

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- 7.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records pertaining to the charges created by Incline Realty Private Limited in respect of the said Land upto 10<sup>th</sup> October, 2018. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at <a href="https://www.mca.gov.in">www.mca.gov.in</a> are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.
- 7.3 The accuracy of this Addendum necessarily depends on the documents furnished to us and the information provided to us, being true, complete and accurate and which we have assumed to be the case. We therefore disclaim any responsibility for any misinformation or incorrect or incomplete information arising out of the documents, responses and other information furnished to us. Save and except the documents specifically stated to have been examined by us in this Addendum and as detailed in the list annexed and marked as **Annexure "A-1"** hereto, we have not examined any further deeds, documents or writings pertaining to the said Land or Incline Realty Private Limited. Further, save as specifically recorded in this Addendum, we have examined uncertified photocopies of the deeds, documents and writings referred herein.
- 7.4 This Addendum records our observations on the material events, facts and circumstances that have transpired subsequent to the 2017 Addendum and is to be read together with the 2017 Addendum and the 2015 Certificate. This Addendum does not contain any observations on the development potential of the said Land nor have we investigated the development potential of the said Land.

7.5 Capitalised terms used herein and not defined herein but defined in our Compendium to Title Certificate dated 13th May, 2015 and/or record 2017 Addendum shall have the meaning ascribed therein

# C. TITLE

Our client has informed us that they continue to be the owner of the said have not dealt with their ownership rights to the said Land

# D. APPROVALS

1. Amended Layout Approval:-

1.1 The MCGM has issued the Amended Layout Approval vide its Letter dated 17<sup>th</sup> July, 2017, which sanctions, permits and reflects *inter-alia*, Proposed Building No.1 comprising of Towers A to H, Existing Building No.2, Proposed Building No.3 for FEC/MTC/Hotel user and also, Hotel Building. A total permissible 1,47,840.45 square metres built-up area is sanctioned thereon.

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# WADIA GHANDY & CO.

# 2. Intimation of Disapproval/Amended Plans Approval:-

MCGM has issued the revised Amended Plans Approval for Residential Building No.1 vide its Letter dated 2<sup>nd</sup> August, 2017 which sanctions, reflects and records inter-alia,-

- 2.1 'Residential Building No.1 is comprised 8 (eight) wings designated as Wings A to H;
- 2.2 An aggregate 1,91,405 square metres built-up area is sanctioned for consumption and utilisation in Residential Building No.1;
- 2.3 1,863 tenements/apartments and 6,663 car parking spaces are proposed;
- 2.4 Wings A to E comprise of 61 upper floors, and, Wings F to H comprise of 7 upper floors;

# 3. Commencement Certificate:-

3.1 The Commencement Certificate issued by the MCGM has been reendorsed most recently on 23<sup>rd</sup> November, 2017 for entire work of
basement and podium i.e. 3 level basement plus ground floor plus 1<sup>st</sup>
podium level to 5<sup>th</sup> podium level plus 6<sup>th</sup> to 61<sup>st</sup> upper floor plus LMR plus
OHT for Wings A to D of the Residential Building, and for 3 level
basement plus ground floor plus 1<sup>st</sup> podium level to 5<sup>th</sup> podium level plus
6<sup>th</sup> to top of 7<sup>th</sup> upper floor for Wings E and H of the Residential Building
as per the Amended Plans Approval dated 2<sup>nd</sup> August, 2017 referred
above (therein stated to be 3<sup>rd</sup> August, 2017).

We have examined letter dated 8th December 2017 submitted by our client's Architect to MCGM, whereby this C.C. is revalidated until December 2018 upon payment of revalidation fee.

Fire NOC:-

By and under a Letter dated 3<sup>rd</sup> March, 2017 issued by the Chief Fire Officer of the Mumbai Fire Brigade of the MCGM, revised NOC was accorded for the construction of Residential Building No.1 comprising of Wings A to H, with each Wing being permitted a maximum height of 188.45 metres (from ground level to terrace level) and 61 upper floors, on the terms and conditions mentioned therein.

4.2 In light of the revised height accorded to Residential Building No.1 under this revised Fire NOC, the High Rise Committee NOC dated 21st April, 2016, referred in our 2017 Addendum would also require to be accordingly amended and modified.

Consent to Establish:-

Our client has informed us that they have applied for the Consent to Establish from the Maharashtra Pollution Control Board under the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981 and the Hazardous and Other Wastes

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(Management and Transboundary Movement) Rules, 2016, which has not been granted till date.

# E. MORTGAGE

- Our client has informed us that the DTD executed in favour of Axis Trustee Services Limited and the first ranking sole and exclusive English mortgage created over the units/premises in the Residential Building No.1 and the first ranking sole and exclusive mortgage/charge over all the receivables and monies arising from the mortgaged premises mentioned therein continues to remain valid binding and subsisting and has not been redeemed till date.
- 2. The DTD has been amended in terms of an Amendment Agreement dated 13th June, 2017 registered before the Office of the Sub-Registrar of Assurances at Borivali No.6 under Serial No.BRL-6-6519 of 2017 read with another Amendment Agreement dated 28th September, 2018 registered before the Office of the Sub-Registrar of Assurances at Borivali No.7 under Serial No.BRL-7-5030 of 2018 (collectively "DTD Amendments"), the identification of the 'Mortgaged Flats' specified in Part A of Schedule 5 to the DTD i.e. the flats/apartments over which the English mortgage is created and subsisting in favour of the debenture trustee, was amended and modified in the manner stated therein. The DTD read with the DTD Amendments create an English mortgage over 631 residential apartments/flats comprised in Wings A to E of the Residential Building No.1 collectively admeasuring about 6,40,777 square feet carpet area.

F. THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

Our client has registered Wings A to D of the Residential Building No.1 as a real estate project under the provisions of the Real Estate Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder under Registration No.P51800003582 and is branded as Sky City Towers A to D'.

# G. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR ON ASSURANCES

1. The Search Report dated 20<sup>th</sup> October, 2018 issued by our search ciert. Mr. Ashish S. Jhaveri for a period of 2 years from 2016 till 2018 reflects the following registered instruments,-

- 1.1 Affidavit dated 31st August, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-6030 of 2016 executed by Incline Realty Private Limited;
- 1.2 The DTD;
- 1.3 Affidavit dated 8<sup>th</sup> September, 2016 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-6137 of 2016 executed by Incline Realty Private Limited;
- 1.4 Affidavit dated 3<sup>rd</sup> February, 2017 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-548 of 2017 executed by Incline Realty Private Limited:

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# WADIA GHANDY & CO.

- 1.5 Affidavit dated 3<sup>rd</sup> February, 2017 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-549 of 2017 executed by Incline Realty Private Limited;
- 1.6 The DTD Amendments;
- 1.7 Affidavit dated 12<sup>th</sup> April, 2018 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-1930 of 2018 executed by Incline Realty Private Limited; and
- 1.8 Affidavit dated 18<sup>th</sup> May, 2018 registered before the Office of the Sub-Registrar of Assurances under Serial No.BRL-7-5030 of 2018 executed by Incline Realty Private Limited.
- Our client has informed us that the Affidavits referred above are typical development related Affidavits submitted from time to time in favour of the MCGM with respect to the development of the said Land and there are no adverse undertakings/declarations/statements contained therein. We have not examined copies of these Affidavits.

# H. REVENUE RECORDS

 Our client has informed us that there has been no change in the revenue records with respect to the said Land as examined by us in 2015 Certificate and 2017 Addendum. We have not examined the latest revenue records with respect to the said Land.

# LITIGATIONS

1. L.E. Suit No.84 of 2007:-

The captioned Suit pertains to C.T.S. No.141 admeausring 589.60 square metres and continues to remain pending. No orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing our client from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

# Suit No.1794 of 2016:-

The captioned Suit pertains to C.T.S. No.141 admeausring 589.60 square metres and continues to remain pending. No orders of injunction/ad-interim/interim relief in favour of the Plaintiff have been passed in this Suit, and, no orders preventing our client from using, occupying and/or developing C.T.S. No.141 have been passed in this Suit.

# 3. PIL No.48 of 2017:-

बरल	3.1. The captioned Public Interest Litigation is instituted by one Jan  Keshariya against inter-alia our client, alleging that our client has repetating Environmental Clearance from the Ministry of Env	
243	obtained Environmental Clearance from the Ministry of Environme  Compared to the Ministry of Environmental Clearance from the Ministry of Environmental Clea	of
₹€	3.2 The captioned Petition appears to be a frivolous litigation, since Incli Realty Private Limited has duly obtained the Environmental Clearar	ne

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as recorded in our 2015 Certificate and 2017 Addendum. Furthermore and as recorded in our 2017 Addendum, the Letter dated 28th December, 2016 issued by the Office of the Chief Conservator of Forests, Sanjay Gandhi National Park, clarifies that prior permission of the National Board of Wildlife is not required for construction and development on the said Land since the said Land does not fall within the Eco Sensitive Zone of the Sanjay Gandhi National Park.

3.3 The captioned PIL is pending and not yet admitted and no adverse orders are passed therein.

#### J. PROPERTY TAX

We have examined Property Tax Assessment Bills raised by the MCGM with respect to the Land for the period commencing from 1<sup>st</sup> April, 2017 till 31<sup>st</sup> March, 2018 and we have examined the receipts evidencing payment thereof.

#### K. SITE STATUS

- 1. Our client has informed us that construction and development of Residential Building No.1 is ongoing on the said Land.
- 2. We are informed that the portions of the Land 2 (a) admeasuring approximately 1,690 square metres and (b) admeasuring approximately 415 square metres bearing Survey No. 32 Hissa No. 1(part) and C.T.S. No. 157(part), continue to remain encroached.
- 3. We are informed that the portion of land admeasuring 255 square metres and bearing Survey No.23 Hissa No.5B(part), C.T.S. No. 156(part) that said the said to t

#### L. CONCLUSION

Based on the steps undertaken by us as stated above, we call that Incline Realty Private Limited has a clear and marketable title to the said Land, subject to what is stated in our 2015 Certificate and subject to what is stated in the 2017 Addendure and subject also to what is stated hereinabove and subject also to the proving the private and subject also to the proving the private and subject also to the private and subject also the private

- Compliance with the terms and conditions of the approvals, permissions, sanctions and NOCs detailed above and as may be issued from time to time with respect to the said Land and as mentioned in the 2015 Certificate and 2017 Addendum and revalidation of all approvals/permissions from time to time;
- The subsisting first ranking sole and exclusive English mortgage over the mortgaged premises and the due redemption thereof in terms of the DTD read with the DTD Amendments;
- 3. The eventual outcome and final adjudication of the L.E. Suit No. 84 of 2007 and any orders passed therein:

4. The eventual outcome and final adjudication of the L.C. Suit No. 1794 of 2016 and any orders passed therein; and

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The eventual outcome and final adjudication of the PIL No.48 of 2017 and any

#### THE SCHEDULE REFERRED HEREINABOVE

#### Part A

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 68,400.70 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

On or towards the North

orders passed therein.

by C.T.S. No. 140, C.T.S. No.156 and New C.T.S.

No.107/E (part)

On or towards the East On or towards the South by Western Express Highway by 36.60 metre wide DP Road

On or towards the West

inter alia by 18.30 metre wide DP Road

#### Part B

All those pieces and parcels of land or ground bearing Survey No. 23 Hissa No. 3, Survey No. 24 Hissa No. 3(part), Survey No. 32 Hissa No. 1(part), Survey No. 32 Hissa No. 2, Survey No. 32 Hissa No. 3, Survey No. 33(part) and New C.T.S. No. 107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos.155/1 to 155/12 collectively admeasuring approximately 29,130.40 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra, which are comprised in the following two noncontiguous parcels of land,-

Admeasuring approximately 28,362.90 square metres bearing New C.T.S. No. (1)107/E(part), C.T.S. No. 141, C.T.S. No. 142, C.T.S. No. 155, C.T.S. Nos. 155/ 1 to 12 and bounded as follows:-

On or towards the North

by C.T.S. No. 148(part), C.T.S. No. 150(part)

and C.T.S. No. 151

On or towards the East On or towards the South On or towards the West

by Western Express Highway by New C.T.S. No. 107/E(part)

by C.T.S. No. 144, C.T.S. No. 147 and

C.T.S. No. 156(part)

Admeasuring approximately 767.50 square metres bearing New C.T.S. No. €07/E(part) and bounded as follows:-

On or towards the North

by New C.T.S. No. 107/E(part)

On or towards the East

by New C.T.S. No. 107/E(part)

On or towards the South

by New C.T.S. No. 107/E(part)

On or towards the West

by New C.T.S. No. 107/E(part)

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Part C

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#### WADIA GHANDY & CO.

All that piece and parcel of land or ground bearing New C.T.S. No.107/E(part) admeasuring approximately 3,622 square metres lying, being and situate at Village Magathane in Taluka Borivali in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:-

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

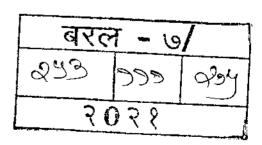
by New C.T.S. No. 107/E(part)

#### Dated this 24th day of October, 2018

For Wadia Ghandy & Co.

Partner
Krishna Balaji Moorthy





#### **ANNEXURE "A"**

#### TITLE DEEDS EXAMINED BY US AS REFERRED AT PARAGRAPH B(1) ABOVE

- 1. Original Indenture dated 17th September 1960 executed between (i) Khemraj Pratapchand (also known as Khimchand Pratapchand), (ii) Babulal Khimchand, (iii) Shantilal Khimchand, (iv) Hiralal Khimchand and (v) Chukibai Khimchand therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No. 7140 of 1960.
- 2. Photocopy of Indenture dated 24th October 1960 executed between (i) Dattatraya Anant Chogle, (ii) Mahendrakumar Dattatraya Chogle, (iii) Snehalata Dattatraya Chogle, (iv) Hemlata Dattatraya Chogle, (v) Anilkumar Dattatraya Chogle, (vi) Shailaja Dattatraya Chogle, (vii) Radhabai Anant Chogle and (viii) Kamala Anant Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.8312 of 1960.
- Original Indenture dated 12th November 1960 executed between (i) Baburao Moreshwar Chogle, (ii) Shamrao Moreshwar Chogle, (iii) Chintaman Moreshwar Chogle, (iv) Balkrishna Moreshwar Chogle, (v) Vimal Baburao Chogle, (vi) Dayanand Baburao Chogle, (vii) Manohar Baburao Chogle, and (viii) Kesharinath Baburao Chogle therein referred to as the Vendors of the One Part and The Special Steels Private Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.9147 of 1960.

Original Indenture dated 30<sup>th</sup> October 1961 executed between Sunderabai Jagjiwandas Keshavial, therein referred to as the Vendor of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.49 of 1962.

Original Indenture dated 12th March 1962 executed between (i) Govind Damodar Chogle, (ii) Bai Sulochanabai Chogle, (iii) Ramnath Govind Chogle, (iv) Premabai Govind Chogle, (v) Vilasini Govind Chogle, (vi) Mohini Govind Chogle, (vii) Vinod Govind Chogle, (viii) Pramod Govind Chogle, (ix) Smita Govind Chogle therein collectively referred to as the Vendors of the One Part and Special Steels Limited in referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.713 of 1962.

Original Indenture dated 28th September 1964 executed between (i) Jaya D. Kania and (ii) Lalitaben C. Vora, therein collectively referred to as the Vendors of the First Part; Jaya D. Kania therein referred to as the Confirming Party of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 2476 of 1964.

Photocopy of the Indenture dated 25 April 1966 executed between (i) Krishnarao Manik Pathare and (ii) Vishwasrao Manik Pathare therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the

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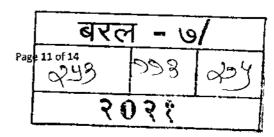
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Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No. 987 of 1966.

- 8. Original Indenture of Conveyance dated 2<sup>nd</sup> May 1967 executed between (i) Chatrabhuj Morarji, (ii) Mathurdas Morarji and (iii) Pragji Haridas therein collectively referred to as the Vendors of the First Part and (i) Pragji Haridas, (ii) Ramdas Haridas, (iii) Kanji Haridas, (iv) Pratap Haridas and (v) Bai Champu Haridas therein collectively referred to as the Confirming Parties of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.2096 of 1967.
- 9. Original Indenture dated 10<sup>th</sup> November 1967 executed between (i) Santokben Shamji and (ii) Laljee Shamji therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2428 of 1967.
- Original Indenture dated 10<sup>th</sup> November 1967 executed between (i) Maniben Govind, (ii) Ratilal Govind and (iii) Vallabh Govind, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bandra under Serial No.2429 of 1967.
- Original Indenture of Conveyance dated 6th May 1969 executed between Pandurang Khanderao Talpade, being the executor of the estate and effects of Khanderao Ramchandra Talpade, therein referred to as the Vendor of the First Part, (i) Pandurang Khanderao Talpade, (ii) Swaroop Khanderao Talpade and (iii) Pushpa Khanderao Talpade, therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchasers of the Third Part and registered with the office of the Sub-Registral Gandra and Serial No.1079 of 1969.
- Original Indenture of Conveyance dated 12th December 1970 executed between Mrs. J.D. Kania, therein referred to as the Vendor of the Ope Part and Special Steels Limited, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bandra under Sexial No. 2457 of 1970.
- Original Indenture dated 29th September 1972 executed between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, therein collectively referred to as the Vendors of the One Part and Special Steels Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.315 of 1973.
- 14. Photocopy of Indenture dated 29th September 1972 executed between Messrs Khatau Makanji & Company Pvt. Ltd., therein referred to as the Vendor of the First Part; (i) Chandrakant Mulraj Khatau (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Lalitkumar Khatau therein referred to as the Confirming Parties of the Second Part and Special Steels Limited, therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No.314 of 1973.



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- Original Deed of Confirmation dated 18th July 1973 executed between Mulraj Khatau & Sons Pvt. Ltd. therein referred to as the First Confirming Party of the First Part, Messrs Pearl Thread Mills Private Ltd., therein referred to as the Second Confirming Party of the Second Part and Special Steels Ltd. therein referred to as the Purchaser of the Third Part and registered with the office of the Sub-Registrar, Bombay under Serial No 1428 of 1973.
- Original Indenture dated 1st February 1973 executed between (i) Mishrimal Pratapchand (ii) Kantilal Pratapchand, (iii) Popatlal Hazarimal, and (iv) Laxmibai Hanzarimal Parkhali, carrying on business in partnership under the firm name and style of Messrs Nagjee Motijee & Co. therein collectively referred to as the Vendors of the One Part and Special Steels Limited therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar, Bombay under Serial No.974 of 1973.
- 17. Photocopy of the Agreement dated 24th December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (III) Vallabhdas Govind Mistry therein collectively referred to as the Licensors of the One Part and Special Steels Private Limited therein referred to as the Licensees of the Other Part.
- 18. Photocopy of the Agreement dated 24<sup>th</sup> December 1960 made between (i) Maniben Govind Mistry, (ii) Ratilal Govind Mistry and (iii) Vallabhdas Govind Mistry therein collectively referred to as the Vendors of the One Part and Special Steels Private Limited therein referred to as the Purchaser of the Other Part.
- 19. Photocopy of the Extract of the Maharashtra State Official Gazette dated 16<sup>th</sup> November 1967 (Revenue and Forests Department) in which the Agreement dated 4<sup>th</sup> August 1967 between Special Steel Limited therein referred to as the Company of the One Part and the Governor of Maharashtra of the Other Part was published.

Typed Copy of the Award dated 20<sup>th</sup> January 1969 in Case No.LAQ-SR-330 passed under Section 11 of the Land Acquisition Act, 1894 by the Special Land Acquisition Officer, Bombay and Bombay Suburban District.

Certified True Copy of the Sanad dated 30th September 1969 issued on behalf of the Governor of Maharashtra granted in favour of Special Steel Limited.

Protocopy of the Memorandum dated 29<sup>th</sup> January, 1964 bearing reference no. 1200.2663/85004-A issued by the Revenue Department of the Government of Maharashtra.

Photocopy of the Order dated 22<sup>nd</sup> September, 1964 bearing reference no. C/LND/31-MS-318 issued by the Additional Collector, Bombay Suburban District in favour of Special Steel Limited.

Original Order dated 28th August, 2014 bearing reference no. Land 2614/3 No.96/L-3 passed by the Revenue Minister of the State of Maharashtra.

Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.

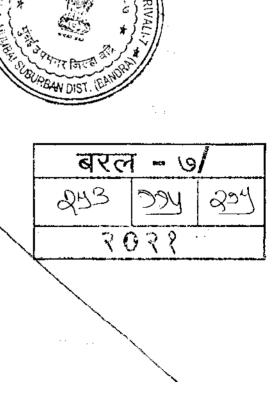
Original Order dated 20th October, 2014 bearing reference no. C/Desk-7B/Sr. No. 48/14 issued by the Office of the Collector, Mumbai Suburban District.

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#### WADIA GHANDY & CO.

- Original Order dated 30<sup>th</sup> August, 2014 bearing reference no. Land 2614/C.No.99/L-3 passed by the Revenue and Forest Department of the State of Maharashtra.
- 28. Original Order dated 6th September, 2014 bearing reference no. C/Desk-7B/Tata Steel/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
- 29. Original Order dated 20<sup>th</sup> October, 2014 bearing reference no. C/Desk-7B/Sr. No. 49/14 issued by the Office of the Collector, Mumbai Suburban District.
- 30. Original Indenture of Conveyance dated 19<sup>th</sup> September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7615 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.
- 31. Original Indenture of Conveyance dated 19<sup>th</sup> September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7617 of 2014 executed by and between Tata Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'
- 32. Original Indenture of Conveyance dated 19<sup>th</sup> September, 2014 registered before the Office of the Sub-Registrar of Assurances under Serial No. BRL-7-7616 of 2014 executed by and between Tata-Steel Limited, therein referred to as 'the vendor of the one part' and Incline Realty Private Limited, therein referred to as 'the purchaser of the other part'.





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## ANNEXURE "A-1"

All the documents stated to have been specifically examined by us in this Addendum.



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#### ANNEXURE - 4

## No. CHE/WSII/0505/R1/337/New of 2014-2015

OBMPP-8028-2010-11-2,000 Forms (4 Pages F/B)

Form	उपप्रभुख अभियता इमारत (प्रस्ताय) घ.उ. दोन 346 महापारिका इमारत, ही जिन, संस्कृती कॉसलेकर	EC-48 HE PROVISIONS OF URBAN LAND ING AND REGULATIONS ACT SEV
I.	ntimation of Disapproval under Section 346 Municipal Corporation Act, as amended	of the Mumbai upto date

No. CHE/WSII/0505/R1/337/New of 2014-2015 1 0 FEB 2015

#### MEMORANDUM

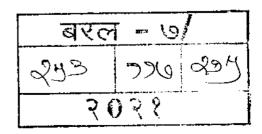
OWNER: M/S. INCLINE REALTY PVT. LTD.

With reference to your Notice 337, letter No.1180 dated
12.11.2014 and delivered on20 and the
plans, Sections Specifications and Description and further particulars
and details of your buildings at Proposed building No.1( Wing 1 to
28) on plot bearing C.T.S. No.107/E, of Village Magathane at
Dattapada Road, Borivali (East), Mumbai, furnished to me under
your letter, dated 20 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. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK / BEFORE PLINTH C.C.

- 1. That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg.No.38(27).
- 3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.







) that proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.
Subject to your so modifying your intention as to obviate the before mentioned
objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building gof fivery fat any time before the day of but not so as to
contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.
Your attention is drawn to the Special Instructions and Note accompanying this
Intimation of Disapproval. 0 FEB 2015 Executive Engineer, Building Proposals,
Executive Engineer, Building Proposals,
Zone o Wards

- (1) THIS INTIMATION GIVEN NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

SPECIAL INSTRUCTIONS.

(3) Under Byelaw, No.8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be -

(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street".

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5

(160 cms.)- of such building.

ft. ( ) meters above Town Hall datum".

REG/S

[4] You attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 16% 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.

The Formattention if further drawn to the provision of Section 353-A about the necessary submitting occupation certificate with a view to enable the Municipal occupationer for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

- (6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (sa) of the Bombay Municipal Corporation Act.
- (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

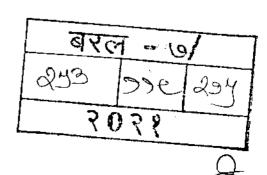
	(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector of Mumbai Suburban District before the work is started. The Non-
बरल	from the Collector of Mumbai Suburban District before the work agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.
lu 2	Attention is drawn to the notes Accompanying this Intimation of Disapproval.

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- 4. That the specification for layout/D.P. road/or access roads/ development of setback land will not be obtained from E.E. Road Construction(W.S.)Z-IV before starting the 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 W.S.Z-IV/E.E.(T & C) before submitting B.C.C.
- 5. That the Structural Engineer will not be appointed, supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.
- 6. That the structural design including provision of seismic/wind load and or calculations and for the proposed work and for existing building showing adequacy thereof to take up additional load shall not be submitted before C.C.
- 7. That the sanitary arrangement for workers shall not be carried as per Munl. Specifications and drainage layout will not be submitted before C.C.
- 8. That the regular /sanctioned/proposed lines and reservations willow be got demarcated at site through A.E. Survey (A.E. D.P.)/DILR before applying for C.C.
- 9. That the regular /sanctioned/proposed lines and reservations will not be got demarcated at site and additional copy of plan shall not be submitted for agreeing to handover the set back land free of compensation and that the set back handing over certificate will not be obtained from Asstt. Commissioner, that the swinership of the setback land will not be transferred in the name of M.C.A. before C.C.
- 10. That the existing structure proposed to be demolished shall not be demolished before completely vacating the existing structure.
- 11. That the R.U.T. for compliance of all I.O.D. conditions shall be complied with and shall not be submitted.
- 12. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
- 13. That the Regd. u/t. from the developer to the effect that meter cabin, Stilt Portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
- 14. That the Regd. U/T. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates before requesting for C.C.

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- That the basement will not be complying with the basement rules and 15. regulations and Regd. u/t. for not misusing the basement will not be submitted before C.C.
- That Regd. U/T from the developer to the effect that the Workers employed on site shall be covered under workmen compensation policy till completion of the work shall not be submitted before C.C.
- That the letter from Owners/developers stating that they will accept 17. the refund of additional 33% F.S.I. premium paid, without claiming any interest thereon, if the development proposal is not approved/rejected by M.C.G.M.
- That the registered undertaking shall not be submitted for the 18. difference of payment for additional 33% F.S.I. shall be paid and calculated as per the Govt. may revised the rates time to time as per the condition No.5 mentioned in the notification and circular before requesting for C.C.
- That the Registered Undertaking shall not be submitted regarding 19. any adverse clarification received from Govt. of Maharashtra in respect of condition No.7 of Govt. notification No.TPB-4308/776CR-127/2008/UD-11 dtd. 10.04.2008 and new Govt. Notification dtd. 24.10.2011 i.e. regarding consent of society/occupants regarding utilization of 0.33 F.S.I. on prorata basis.
- That the N.O.C. from Highway Authority shall not be submitted before 20. C.C.
- That the registered undertaking shall be submitted before C.C for the 21. area reserved for parking shall be used / utilized for the purpose of parking only.

That the special attendent shall be deployed to control the preuvering and the movement of car between entry and exit gates between entry and exist to the lifts, at the junctions of medianized parking system.

- That the Indemnity Bond indemnifying the Corporation for damages, risks accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the world
- That indemnity bond indemnifying M.C.G.M. for inconvenience caused due to installation of mechanized stack parking shall not be submitted before C.C.
- That the existing structure proposed to be demolished and shifted will 25. not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.

That the requirements of N.O.C. of E.E. (S.W.D.)/E.E. (T&C)/E.E. (B.C.)/E.E. (SEW)/E.E. (W.W.)/C.F.O. will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.

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1 0 FEB 2015 MAN COLON ENGINEERS COME PROFITME (MS.) R-WARD

## No. CHE/WSII/0505/R1/337/New of 2014-2015 1 0 FEB 2015

- 27. That the qualified/registered site supervisor through Architects /Structural Engineer will not be appointed before applying for C.C.
- 28. That extra water and sewerage charges will not be paid to A.E.W.W. (R/Central) Ward before C.C.
- 29. That the No dues Pending Certificate from A.E.(W.W.) (R/Central) shall be submitted before C.C.
- 30. That the N.O.C. from A.A. & C. (R/Central) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
- 31. That the N.O.C. from H.E. shall not be submitted before requesting for C.C.
- 32. That the copy of the application made for non-agricultural user permission shall not be submitted before requesting for C.C.
- 33. That the development charges as per M.R.T.P. Act (Amendment) Act 1992 will not be paid before C.C.
- 34. That the provision from Reliance Energy Ltd. Tata / & M.T.N.L. shall not be made.
- 35. That to appoint private pest control agency for anti-laveral treatment monitored by Insecticide Officer before requesting for C.C.
- 36. That the P.C.O. Charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall not be made as and when required by Insecticide officer for Inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
- 37. That the separate P.R.C. for setback shall not be submitted before to requesting balance F.S.I.
- That the proportionate sewerage line charges as worked out by Dy. Ch. Eng. (Sew. Planning) shall not be paid in this office before requesting for C.C.
- 39. That the Janata Insurance Policy shall not be submitted before C.
- 40. That the true copy of the sanctioned layout amalgamation approved under No. CE/65/LOR, dated 25/06/00 along with the Terms and Conditions thereof will not be submitted before requesting for C.C. and compliances thereof will not be done before submission of B.C.C.
- 41. That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.

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- 42. That the building will not be designed complying requirements of all the relevant I.S. codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
- 43. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 44. That the N.O.C. from Tree Authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
- 45. That the requirement of clause 40 & 41 of D.C.R. 1991 shall not be incorporated in proposed plan and requirements shall not complied with before submitting B.C.C.
- 46. That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 sq.mtrs.
- 47. That the plot shall not be got demarcated from C.T. Survey Dept./T.P. Dept. before requesting for plinth C.C.
- 48. That the construction of basement shall not be started unless the construction of diaphragm wall and sheet piling are carried out with all precautionary measures under the strict supervision of Regd. Structural Engineer.
- **49.** That the requisitions from fire safety point of view as per D.C.R. 1991 shall not be complied with.

That the necessary remarks for training of Nalla/Construction of N.D. will not be obtained from Dy. Ch. Eng. (S.W.D.) and Central Cell before requesting for plinth C.C. and compliance of the said remarks will not be insisted before granting full C.C. for the building.

- 51. That the necessary arrangement for bore well water shall not made and incressary certificate from Ground Water Survey Department Authority (GSDA) before requesting for C.C.
- 52. That the N.O.C. from A.E. (Environment) debris shall not be submitted before starting the work

That the bore well shall not be constructed in consultation with H.E. before requesting for C.C.

- 54. That all exterior wall shall not be constructed as per circular No.C/PD/12387.dtd. 17.03.2005.
  - That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block/excluding plaster thickness as circulated under No. CE/5591 of 15.4.1974.

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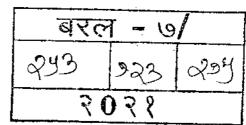
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EXECUTIVE ENGINEER;
SUILDING PROPOSAL (W.S.) R-WARD

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- 56. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 57. That no main beam in R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 58. That all the cantilevers (projections) shall not be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- **59.** That the N.O.C. from Additional Collector for royalty of excavated earth will not be submitted.
- 60. That the N.O.C. from M.O.E.F. shall not be submitted before C.C.
- **61.** That the layout shall not be submitted and got approved before requesting C.C.
- 62. That the Indemnity Bond indemnifying the M.C.G.M. and its officer against any legal complication/matter that may arised due to ownership of said C.T.S. No.107/E will not be submitted before C.C.
- 63. That the conditions mentioned in the release letter of E.E.D.P. under no.CHE/006334/DP/WS/P&R dated 06.06.2014 shall not be complied with before C.C.
- 64. That the remarks from E.E.(T. & C.) for provision of street light Hillon internal/D.P. Road will not be obtained before C.C. and compliance are or as per phase programme.
- 65. That the work shall not be carried out between surplise and sures
- 66. That to appoint private pesticide control agency to give anti-tarval treatment monitored by P.C.O. shall be submitted before C.C.
- 67. That the Board shall not be displayed showing details of proposed work name of owner, developer, architect, R.C.C. consultant
- 68. That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall not be insisted before granting further C.C. beyond plinth from the Lic. Structural Engineer.
- 69. That the condition mentioned in the Notification No.TPB-4312/CR-45/2012(2)/UD-11 dt.08.11.2013 regarding inclusive housing shall be complied with by submitting proposal and obtained I.O.D. before requesting C.C.

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- 70. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 71. That the N.O.C. from E.E.(T&C) for parking layout shall not be submitted.
- 72. That the N.O.C. from Ch. Conservator of Forest Sanjay Gandhi National Park shall not be submitted.
- 73. That the Regd. Undertaking as per note no.34 shall not be submitted.

#### B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.:-

- That the plinth/stilt height shall not be got checked by this office staff.
- 2. That the water connection for construction purposes will not be taken before C.C.
- 3. That the plan for Architectural elevation and projection beyond proposed building line will not be submitted and got approved before C.C.
- That the Compound wall shall not be constructed before requesting further C.C.
- 5. That the Material testing report periodically shall be submitted before C.C.
- 6. That the monthly progress report of the work will not be submitted by the Architect.

That the handing over the road set back D.P. Road in the layout free of encumbrances shall not be done before granting further C.C. be and 50% of the permissible built up area (excluding TDR) or within a period of one year from date of issue of first C.C. in the holding whichever is earlier.

That the separate P.R.C. in the name of M.C.G.M. for road set back / D.F. Road in the layout shall not be submitted before granting further beyond 75% of the permissible built up area (excluding T.D.R.) or within a period of one year from the date of issue of C.C. in the holding whichever is earlier.

#### C. GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

ं स	That the	dust b	in wil	l not	be	provided	as	per	C.E.'s	Circular	No.
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TRAK 3.05 Mt wide paved pathway upto staircase will not be provided.

THE PROVISIONS OF URBAN LAND TEILING AND REGULATIONS ACT 1876

EXECUTIVE ENGINEER;
BUILDING PROPOSAL (W.S.) R-WARD

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- 3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
- 4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place before O.C.C./B.C.C.
- 5. That carriage entrance shall not be provided before starting the work.
- **6.** That the non-agricultural permission/revised N.A. shall not be submitted before occupation.
- 7. That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of municipal staff.
- 8. That final N.O.C. from E.E. (S.W.D.) / E.E. (R.C). / Lift Inspector shall not be submitted before occupation.
- 9. That final N.O.C. from A.A. & C. R/Central shall not be submitted before occupation.
- That Structural Engineers laminated final Stability Certificate along with upto date Licence copy and R.C.C. design canvas plan shall not be submitted.
- 11. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected.
- 12. That the debris shall not be removed before submitting B.C.C.

13. That canvas mounted plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for rock complete of site.

- 14. That every part of the building constructed and more particularly O.F. tank will not be provided with proper access for staff of P.C. office with a provision of safe and stable ladder.
- 15. That Site Supervisor certificate for quality of work and completion of work shall not be submitted in prescribed format.
- 16. That some of the drains shall not be laid internally with
- 17. That the Vermiculture bins for disposal of Wet Waste as per the design and specifications of organizations/ individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M., shall not be provided to the satisfaction of Municipal Commissioner.
- 18. That final N.O.C. from C.F.O. authority shall not be submitted before requesting O.C.

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19. That the condition mentioned in the Notification No.TPB-4312/CR-45/2012(2)/UD-11 dt.08.11.2013 regarding inclusive housing shall be complied with by obtaining O.C.C. before requesting OCC of the building under reference.

#### D - CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.:-

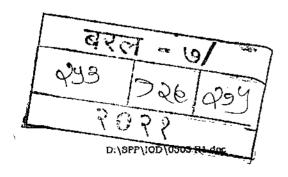
- 1. That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.
- 2. That B.C.C. will not be obtained and I.O.D. and Debris deposit etc. will not be claimed for refund within a period of 6 years.

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THIS LO D. IC.C IS ISSUED SOUPEN.
TO THE PROVISIONS OF URBAN LAND
ONLY INC. AND REGULATIONS ACT 1976

EXECUTIVE ENGINEER;
BUILDING PROPOSAL (W.S.) R-WARD





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 deposited should be obtained for any shed to house and store for constructional purpose, 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 for 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 Asstt. Commissioner with the required deposit for the construction of carriage entrance, over the road side drain
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in had 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 presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Assit. Commissioner of the area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.

9) No work should be started unless the structural design is given by the Structural Engg.

- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.

12) All the terms and conditions of the approved layout/sub-division should be adhered to and complied with.

- 13) No building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Constellant.
- 15) The acces road to the full width shall be constructed in water bound macadan before commencing confeature should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and draining before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintain tunobstructed.

17) The surrounding open spaces around the building should be consolidated in Congrete having broke glass pinces a the rate of 125 cubic meters per 10 sq.meters below payment.

18) The compound wall or fencing should be constructed clear of the road widening the with foundation before starting of bottom of road side drain without obstructing flow of rain water from adjoints holding before starting work to prove the owner's holding.

19) No work should be started unless the existing structures proposed to be demolished are demolished.

20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13(h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved 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 re-housing the existing tenants on hour stating their number and the area in occupation of each.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.

(iii) Plans showing the phased programme of construction

22) In case of extension to existing building, blocking of existing windows of recents deriving 19th and its from other sides should be done first before starting the work.

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- 23) In case of additional floor no work should be started during monsoon which will arise water leakage an consequent nuisance to the tenants staying on the floor below.
- The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning psripes of the ribbet pretessed with screw or dome shape pieces (like a garden mdari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter, the cistern shall be made easily, safely and permanently a ceasible by providing a firmly sfixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms, above the top where they are to be fixed an its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) (a)Louvers should be provided as required by Bye-laws No. 5(b)
  - (b) Lintels or Arches should be provided over Door and Window opening.
  - (c) The drains should be laid as require under section 234-1(a)
  - (d) The inspection chamber should be plastered inside and outside.
- If the proposed additional is intended to be carried out an old foundations and structures you will do so at your own risk.
- "That the owner/developer and concerned Architect / Licensed Surveyor shall compile and preserve the following documents.
  - a) Ownership documents.
  - b) Copies of IOD, C.C. subsequent amendments, OCC, OCC and corresponding canvass mounted plans.
  - c) Copies of Soil investigation reports.
  - d) RCC details and canvas mounted structural drawings.
  - e) Structural Stability Certificate from Licensed Structural Engineer.
  - f) Structural Audit Reports.
  - g) All details of repairs carried out in the buildings.
  - h) Supervision certificate issued by the Licensed Site Supervisor.

Building Completion Certificate issued by Licensed Surveyor / Architect.

and completion certificate issued by the C.F.O.

k) Fire saley audit carried out as per the requirement of C.F.O.

The above documents / plans shall be handed over to the end user / prospective society within a period of 30 days) in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting occupation certificate. The prospective society / end user shall preserve and maintain the above said documents / plans and shall preserve and maintain the above said documents / plans and shall also preserve and maintain the subsequent periodical structural audit reports and repair history. Similarly, to Fig. Check shorto carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized of M.C.G.M.

6UKB4K Digene The necessary condition to this effect shall also be incorporated in the sale agreement / supportive agreement so that the end user / prospective society will take over the above said documents from the Developer. End user / prospective society shall carry out necessary repairs / structural audit/fire audits at regular intervals. The registered undertaking and indemnity bond to that effect shall be submitted by the developer and certified copy of the agreement / supportive agreement showing the above conditions shall be submitted to the office of Executive Engineer (Building Proposals)".

D:\SPP\IOD\0505 R1

1 0 FEB 2015 & EXECUTIVE ENGINEERIS BUILDING PROPOSAL W.S.) R-WARD

FICENSED SURVEYOR/OWNER

उपर्वितर श्रीकेशम शामान विकास पास पास मान मामा श्रीका समायार श्रीक्ष विचा आस्मृती क्लेंक्ट्रेयस १०, एक क्षेत्रिक, श्रीक स्वेटक्स सार्वेज्यस्य, स्वितिक्षेत्री (पार्व), सूंबर्ड-अवक्षर्व

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

0 7 NOV 2015

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

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

Ref.: Your letter dated 31.10.2015

\*\*\*\*\*

#### Gentleman,

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

- 1) All the conditions of this office Intimation of Disapproval under No. CHE/WSII/0505/R1/337(NEW) dt. 10.02.2015, shall be applicable and complied with.
- 2) That the Revised R.C.C. design and calculation shall be submitted.

3) That the Revised Drainage approval shall be obtained before C.C. That no debris shall be stacked on the Municipal Road.

4) That the Extra Water & Sewerage charges shall be paid to A R/Central ward before asking for C.C.

5) That the development charges as per M.R. & T.P (Amenic 1992 will be paid before C.C.

- 6) That the C.C. got approved as per amended plans.
- 7) That the revised N.O.C from H.E shall be submitted.
- 8) That all payments shall be paid before asking for C.C.

9) That the N.O.C from M.M.R.D.A shall be submitted C.C.		for 6
10) That revised N.O.C from C.F.O. shall be obtained.	253	72e 294
11) That revised N.O.C from E.E (T&C) shall be obtain	ed.	7(-195)
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- 12) That all the conditions stated in the A.A.I. NOC shall be duly observed & complied with.
- 13) That the NOC from Ch.E. (M&E) for basement/ Mechanical Ventilation shaft shall be submitted before C.C.
- 14) That the NOC from Highway Authority shall be submitted before C.C.
- 15) That the remarks from E.E.(SWD) planning cell shall be submitted before C.C.
- 16) That the NOC from High Rise Committee shall be submitted before C.C.
- 17) That the plans for entire tenements upto 50 sq.mt. area shall be got approved before asking O.C.C of any Tower.
- 18) That the NOC from MOEF shall be submitted before C.C.
- 19) That the Owner/Developer shall submit Registered Undertaking for the following documents.
  - a) To maintain fire check floor clean and free of obstacles.
  - b) Handing over of excess parking to MCGM if full potential is not utilized.
  - c) That suggestions/conditions stipulated by HRC shall be binding and same shall be complied with by submitting and getting the plans approved if required.
  - d) That not to misuse the portion of canopies.
  - e) That external columns proposed along periphery of all the Towers shall not be misused.

20) That the compound wall shall be constructed on all sides of the

amalgamated plot before starting the work as per D.C. Reg. No 38(27).

at the layout shall be got amended.

indepenity bond indemnifying MCGM for proposing tenement with alcove facility.

fapproved / certified plan is returned herewith as a token of

Yours faithfully

Encl.: 1 set of plan.

वरल - ७/ २<sup>93</sup> १३० २३५ २०२१

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

## No. CHE/WSII/0505/R1/337(NEW) 0 7 NOV 2015

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

2. Asstt. Commissioner (R/Central)

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

For information please

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



बरल - ७/ २५३ <sub>>8</sub>, ४९९ २०२१

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

6. CHE, WEIL, 0505/RI/337(NEW) 1 5 JAN 2016

To
Architect Sunil Arora
Commerz, 3rd floor,
International Business Park,
Oberoi Garden City, off W.B.

उपप्रमुख आसेराता हमारत प्रस्ताव प्रजः होन पहापालिक स्वास्ता, सी. विंग, संस्कृती कॉम्स्लेक्स १९, फुट डी.पी होड, बेंट लॉरेम्स झान्केजक्स कॉरिवली (पूर्व), मुखर्ड-४००१००

Oberoi Garden City, off W.E. Highway, Goregaon (East), Mumbai 4000 63.

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

Ref.: Your letter dated 29.12.2015

\*\*\*\*\*

#### Gentleman.

1

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

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

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

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

Yours faithfully,

Encl.: 1 set of plan.

-sd-

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

No. CHE/WSII/0505/R1/337(NEW) 115 JAN 2016

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

2. Asstt. Commissioner (R/Central)

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

For information please.

WITH THE THE PARTY OF THE PARTY

Ex. Eng. Bldg. Prop. (

बरल - ७/ २४३ २३३ २९५ २**०२**१

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#### MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the Dy.Ch.Eng.(Bldg.Prop) – W. S/II, 2nd Floor 'C' Wing, Municipal Office Bldg, 90 Road, Near Sanskruti Complex, Thakur Complex, Kandivali (East), Mumbai – 400 101

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

#### To Architect Sunil Arora

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

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

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

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

1) All the conditions of this office Intimation of Disapproval under No. CHE/WSII/0505/R1/337(NEW) dt. 10.02.2015, and amended approval dated 07.11.2015 & 15.01.2016 shall be applicable and complied with.

That the Revised R.C.C. design and calculation shall be submitted.

That the C.C. shall be re endorsed as per amended plans.

4) That all the payments shall be paid before asking for C.C.

5) That the Jamata Insurance Policy shall be submitted before C.C.

6) That the revised NOC from E. E. T. & C. shall be submitted before further C.

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

Harshak Digitally signed by Harshakumar K Mudadl Date: 2017.08.02 Mudadi 12:55:09 +05'30'

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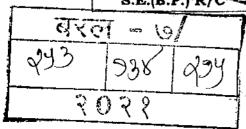
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Olgitally signed by BAPURAD RUNIAN MORE ON: cath, o-municipal Corporation Of Greater Mumbal, our Executive Engineer, postal Code 4x00067, sterlishershirtz, 2.5.4.20–739073-b583-addf25723-5111-ddd6-5de1/10.05476-aet770.77-65990530051-0d7, sterlishtumberv 1927-8eef3a52263793ab8abca 8bb7799587df7915acf96341-0115851-eb00c7 8, cn-8APURAD RUNIAN MORD RUNIAN BOOK OLWYLT MORD CATE: 2017-08.02 19-39-28 +0530\*

S.E.(B.P.)'R/C'-

A.E.(B.P.)'R/C'

Executive Engineer Building Proposal (W.S.)'R' Ward





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

Copy to: 1. Owner, M/s Incline Realty Pvt. Ltd.

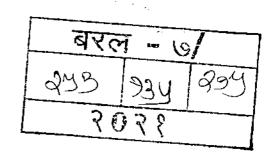
2. Asstt. Commissioner (R/Central)

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

For information please

S.E.(B.P.)'R/C'	B.P.)'R/C' A.E.(B.P)'R/C'		Executive Engineer Building Proposal (W.S.)'R' Ward		
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O.

## MUNICIPAL CORPORATION OF GREATER MUMBAI

#### FORM 'A'

#### MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WSII/0505/R1/337(NEW)/FCC/9/Amend

#### **COMMENCEMENT CERTIFICATE**

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

With reference to your application No. CHE/WSII/0505/R1/337(NEW)/FCC/9/Amend Dated. 05 Oct 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 05 Oct 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. NA C.T.S. No. 107/E, 141, 142 and 155, 155/1 to 12 Division / Village / Town Planning Scheme No. MAGATHANE R/C situated at 36.60m wide Dattapada road Road / Street in R/C Ward Ward.

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

- The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
- 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.

NB REGISTION TO BE REVOKED BY THE MUNICIPAL COMMISSIONER FOR Greater Mumbai if :-

The Development work in respect of which permission is granted under this certificate is not carried out on the use thereof is not in accordance with the sanctioned plans.

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.

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 a such an event shall be deemed to have carried out the development work in contraction 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. Assistant Engineer (B.P.) R2 Paresh Panchal Assistant Engineer to exercise his gowers and functions of the Planning Authority under Section 45 of the said Act.

7

#### This CC is valid upto 28/12/2016

Issue On: 29 Dec 2015

Valid Upto :

28 Dec 2016

Application Number:

Remark:

APPROVED

Approved By

Issue On: 31 Mar 2016

Valid Upto:

28 Dec 2016

Application Number:

Remark:

**APPROVED** 

Approved By

Issue On: 25 May 2016

Valid Upto:

28 Dec 2016

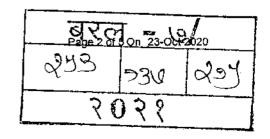
Application Number:

Remark:

**APPROVED** 



CHE/WSII/0505/R1/337(NEW)/FCC/9/Amend





Valid Upto : 28 Dec 2017 Issue On: 13 Jan 2017 Application Number: Remark: **APPROVED** Approved By Valid Upto: 28 Dec 2017 Issue On: 20 Apr 2017 Application Number: Remark: **APPROVED** Approved By Issue On: 04 Aug 2017 28 Dec 2017 Valid Upto : Application Number Approved By 28 Dec 2017 Issue On: 23 Nov 2017 Valid Upto : Application Number: Remark: CHEM/SII/0505/R1/337(NEW)/PE Page 3 of 5 On 23-Oct-2020

8

Approved By

Issue On: 29 Oct 2018

Valid Upto :

28 Oct 2019

Application Number:

Remark:

C.C. is endorsed for entire work of Tower A to Tower D i.e. up to 3 level basement + ground floor + 1st podium level to 5th podium level + 6th to 61st upper floor + LMR + O.H. tank, for work up to 51 st floor of Tower E i.e. up to 3 level basement + ground floor + 1st podium level to 5th podium level + 6th to top of 51st upper floor and for work up to plinth level for Tower F, G & H i.e. up to 3 level basement + ground floor +1st podium level to 5th podium level + 6th to top of 7th upper floor, of Residential Building No. 1 as per approved phase program dated 22.12.2015 and as per approved amended plans dated 03.08.2017.

Approved By

Name: PARESH SURYAKANT PANCHAL Designation: Assistant Engineer Organization: Municipal Corporation Of Greater Mumbai Date: 23-Oct-2020 14: 39:15

Issue On: 23 Oct 2020

Valid Upto:

28 Dec 2020

Application Number:

CHE/WSII/0505/R1/337(NEW)/FCC/9/Amend

Remark:

This CC is granted and further extended for entire work of Tower A to Tower E i.e. up to 3 level basement + ground floor + 1st podium level to 5th podium level + 6th to 61st upper floor and for work up to plinth level for Tower F, G & H i.e. up to 3 level basement + ground floor +1st podium level to 5th podium level + 6th to top of 7th upper floor of Residential Building No. 1 as per approved amended plans dated 03-08.20 k/c/

BURBAN DI

CHE/WSII/0505/R1/337(NEW)/FCC/9/Amend

बरल - ७/ Page 4 of 5 On 23-Oct-2020 २५३ १३-६ २५५ २०२१



For and on behalf of Local Authority

Municipal Corporation of Greater Mumbai

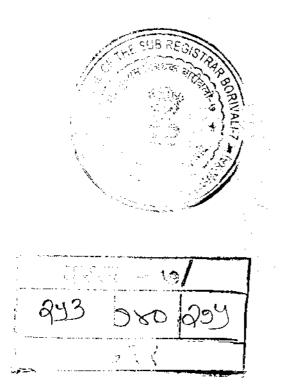
Assistant Engineer . Building Proposal

Western Suburb II R/C Ward Ward

Cc to:

1. Architect.

2. Collector Mumbai Suburban /Mumbai District.



CHE/WSII/0505/R1/337(NEW)/FCC/9/Amend

Page 5 of 5 On 23-Oct-2020



#### **Notesheet**

**Application Number:** 

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

Amend(8)

Ward Name :

R/C Ward

Zone Name:

Western Suburb II

inward Date:

05 Oct 2018

Architect/LE/SE Name: SUNIL ARORA

Issued On:

28 Dec 2020

#### **Authority Remark:**

Sir,

Developer has paid Online CC Revalidation charges of Rs.8560/- through demand note generated online.

The Proposal/CC isvalid upto 28.12.2021

The Revalidation letter, SWM NOC, B G, Architect Letter is attached herewith.

Submitted please.



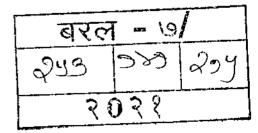
Name: NEERAJ SUBHAST UPADHYAYA

Organization : Municoal Corporation Greater Mumbar Date : 28-Dec-2020 17: 38:49

#### Sub Engineer WS-II (B.P.) R-1

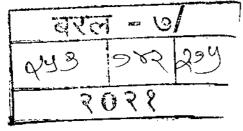


Page 1 of 1



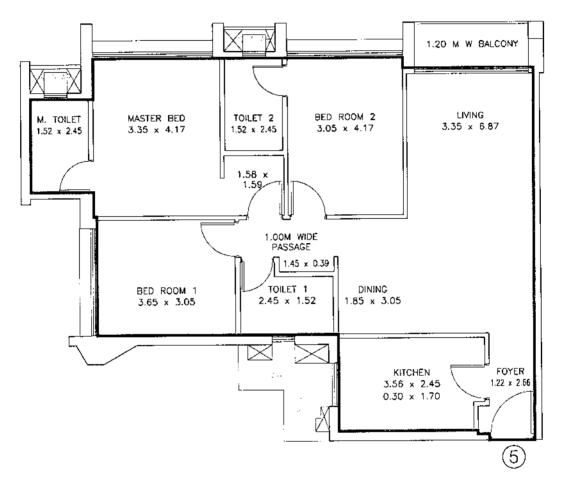
## NON-PRINT ABLE AREA

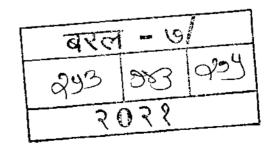




#### **ANNEXURE - 5**







M

SKY CITY TOWER D FLAT NO: 3505

PLAN OF THE SAID PREMISES

Disclaimer - 1) Subject to design and construction exigencies and the provisions of this Agreement

2) Dimensions given in this plan are as per the plans approved by the MCGM







# NON-PRINT ABLE AREA



बरल - ७/ ४५३ १४४ ४७५

#### ANNEXURE - 6

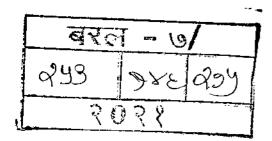
## मालमत्ता पत्रक

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eloo5\20\6\$	मा. उच्च न्यायालय मुंबह य मधील आदेश व कंपानीच	चे कडील पावा क्र. १०१∕०३	I.S.I	[धारक -]   [" टाटा स्टील लि"]	के रकार क. १२२ प्रमाणे सहर-
	उपनिबंधक यांचे प्रमाणपत्रान	न्थे या पूर्वी असलेले टाटा	! · ·	T encritation to 1	33/06/20019
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	बदलून आता दादा स्टील कि केशी.	या नावाची नॉद दाखल			
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	भंतराष्ट्र शासन ऋयन क्र.जि		!   1	ईन्क्लाईन रियॅल्टी प्रा.लि.	कॅ १प:रू जा २४५ प्रयान सही -
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	जिल्हा यांचेकडील औदश क्र. स.क.४९/१४ दि.२०/(०/२०)			E SUB REG	IS TO
	निबंधक क्र.७, बोरीवली यांचे		· · · · · · · · · · · · · · · · · · ·	र्श्व (त्रहंपदर)	5 PM
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	पै क्षेत्र ३६२२.०० चौ.मी. इंनव	वाईन रिवॅल्टी प्रा.सि. यांनी			; " <b>小</b> 登N
	खरेदी केल्याने नःभू कः १०७इ		ļ		.}}₹]]
	ला ईन्क्लाईन रिथेंल्टी प्रा.लि.	याच नीव दाखरा केले.			3311
₹ <b>₹</b> ₹₹₹₽₹¥	आदेशाने / खरेदीने	2	-	धारक ईन्बलाईन रिवल्टी प्राप्त हिन् (२७८०३.३० और भी. पुरेसी SUBURBAN D	\$ 15.58 W. SAELS 4.5.
i	माः महसूरः भंत्री चोचेकडील न क्र.जमिन/२६१४/ प्र.क्र.२६/ उ			इंन्क्लाइन रियल्टी प्राप्ति कि	CE MAYRORY
!	क्र.जामन्य रहरकः प्र.क्र.रहः व अन्वये व जिल्हाधिकारी, मुंबई	ः च⁄ा६ <i>२८/८/२०</i> १४ उपनगर जिल्हा		(40003-30 WENT JUBURRAN D	181 - म. म. था बोरीयली
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नगर धुमापन हमाक / का. फ्ली. तं.	शिट नेबर प्लार नर्बर सेन चौ.मी.	भारणाधिकार		। अस्त्ररणीचा किंवा प्राङ्ख्या (स्या फेर तपासणीची निवत बेळ)
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दनांक	ंव्यवहार	खंड क्रमांक	निधन घारक (धा) पट्टेदार (प) कि.वा भार (भा)	साक्षाकंन
१इ/११/२०१४	खरेदीने सह दुय्यम निश्चंधक बोरीवली क्र.७, यांचेकडील दस्त क्रमांक ७६१५/२०१४ दिनांक १९/९/२०१४ अन्वये न.पू.क्र.१०७६ पैकी क्षेत्र ६८४००.७ चौ.मी. ईन्क्लाईन रिगल्टी प्रा. लि. यांनी खरेदी केल्याने मिळकत पित्रकेवरील न.भू.क्र.१०७६ ला धारक सदरी दाखल असलेले टाटा स्टील लि. यांचे नांव कमी करून खरेदी धेणार ईन्क्लाईन रियॅल्टी प्रा.लि. यांचे नांव दाखल केले.		धारक ईन्क्लाईन रियल्टी प्रा.लि-	फे रफार क्र.२४७ प्रमाणे सहाँ - १ए/११/२०१४ न. चू. अ. बोरीवली
नक्षल तथा नक्षल दिल्ह नक्षल राया नक्षल तथा प्रमुख लिए प्रमुख लिए गर भूमापन उ	प्रकार श्रीक क्षेत्र श्रीक प्रकार	<u>2-</u>	वार प्राधिक प्रविद्याति अभीयक्षेत्रकार्थे अभीयकी	
होरीवर		•	त पश्चिम्या प्रतानित प्रतीवर दाख — ९९८२६-० — इ	<b>€7</b>
	<del></del>	સંજ <i>ગ</i> લરી:	म्बाला हुआ कार्य स्वा	া. পা <i>দুয়ুর্যন্ত ক্রমে (বা</i> দ্যাপজ,
	t i i i	ची.मी.	हे पुर्वाप अक्ष <i>परिश्र</i> क्ष <b>र नमुद</b> ्	· ·
	THE SUB REGIS		म के अन्य के करता के स <b>ल्याकी</b> इसमें काई	
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$\mathcal{M}_{\mathcal{I}}$	A BORIN		०) । विस्ता अधेक्ट पुनि अ	भसेख
£			क्षुंबई उपनगर बिल्हा	
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## भालभत्ता पत्रक

विभाग/मौजे —			/न.भु.मा.का <b>न.भू.अ</b>		
नगर पुन्हपने क्रथंक ेष्ठा स्त्री, ने	शिट नंबर प्लाट नबर	क्षेत्र <b>खे</b> .मी.	<b>धारणाधिकार</b> '	शासनाला देखे तपशील कृषिण	स्या आकार्ष्मा दुवस्य पार्य । ज्ञाच्या फेर <b>हास्य द</b> ुवसे निरत
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<b>∌</b>		५८९.६	क		
सुविधाधिकार	•				गीरविंग
स्वकाचा मुळ भारक वर्ष १९६८	[मनीबाई गोविंदजी	मिस्बी]			
पट्टेदार	<del>-</del>		<u> </u>		
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इतर शेरे			····································	······································	
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२५/०८/१९९२	अर्ज, जबाब ७/१२ व महाराष्ट्र शासन राजपन नोक्टेंबर १६, १९६७ ने नोब बाखल केले.	gagagagagagagagagagagagagagagagagagaga	S.J माजि.नि. भू.अ.तथा न.मू.अ.क्र. ६ मूं.यांचा	(धा) स्पेशल स्टील कंपनी	सही - १९९२-०८-२५ र.पू.अ. बोरीवाली
<b>२१/</b> ₹२/२००२	मा. ऑडिशनल ऑफ कंप पत्रान्वये व न.मू.स.ब्रे.यां आदेशान्वये मिळकत पत्रि स्टिल लि. चे नाव कमी व	चिकडील वि.२१.१२.२० केवर दाखल असलेले र इस्ल टाटा एस.एस.एल.	आदेश क्र.न. भू.६/मागाठणे न.भू.स.	EIR VALUE OF THE SUB REGISTRATION OF THE SUB REGISTRAT	हे एक्स क. ३३ प्रम स्ट्री - २५/१२/०२ न. पू. अ. धोरीक
११/१४/२०१४	असे दुरूस्त नांव दाखल वे आदेशाने / खरेदीने मा. महसूल मंत्री यांचेकडी क्र.जिमन/२६१४/ प्र.फ.१९ अन्वये व जिल्हाधिकारी, यांचेकडील आदेश क्र.सी/ दि.२०/१०/२०१४ तसेथ स क्र.७, यांचेकडील दस्त क्र दि.१९/९/२०१४ अन्यये न ची.मी. क्षेत्रास ई-वलाईन वि याखल केले.	ल न्यायालयीन प्रकरण ६/ ज-३/ दि. २८/८/२०१ पुंबई उपनगर जिल्हा कार्या-७य/ स.फ. ४८/३ १६ दुथ्यम निबंधक बोरीव १५ फ. १८९४ १५ फ. १४१ चे क्षेत्र ५८९ रेपॅल्टी प्रा.लि. यांचे नांव	१४ १०१४ तली	धारक जिलाईन रियल्टी प्रा. लि. विरत - ७ २५३ १४७ २०२१	के एकार झा. २४६/२ सही - १८/१८/२०१४ न. भू. ठा. बोरीवर
न् <u> </u>	73.45	7-14/AR-281	5 मिलका विकास	न.भू.अ.बोरीवलं प्रमाणकाः मांबई उपनगर मां प्रभावितः प्रमोताः शास्त्रः स्टब्स् मांबर्गाः प्रभावितः प्रभावे केव मांबर्गाः प्रभावितः स्टब्स् संभावा भेजाः अस्त्यारं साब्रे केव्हे	मत्य पतिः मत्य पतिः नगर पूर्मापन प
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विभाग/मौजे	मागाठणे	तालुका/न.भु.मा.काः –	<i>न-भू.अ.बोरीवली</i>	जिल्हा 🎻	वर्ष अपनिर्गर जिल्ली
रगर मुद्रापन क्रमांक भा प्ला. न		तंत्र भारणार्थि हे.सी.	कर	शासनाला दिला वी तपशील व्यापियाच्य	प्यरणामात्वर है सहयाचा फेर तमाई क्षिमिक्षत बेळ)
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सुविधाधिकार	_		***************************************		बीराह्मी
हरूभाचा मूळ घारक वर्ष १९६८	[१) मनीबाई गोविंदजी मिस्ती [२) खुशालदास नारायण मि [३) लालजी शामजी मिस्त्री] [४) मगनलाल गंडालाल मि	(स्त्री)			
<del>प्टे</del> ंदार	OF THE SUB REGISTAND	· · ·	·····		
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इतर शेरे			<u> </u>	<del></del>	
देनांक	Widom Trest Co. St. Co.	खंह क		(धा) किंचा भार (धा)	साक्षाकंन
<b>२६/</b> ०९/२०१३	वारसाने श्री. मगनलाल गंडालाल मिस्त्री (चौ १२/०९/१९९७ रोजो मयत झाल्याने, प्रतिकापत्र, सत्यप्रतिज्ञालेख, मृत्युप्रम् जवाबान्वये श्री. मगनलाल गंडालाल हे नांव कमी करून त्यांचे वारसांचे न	अर्ज, बारसांचे  गणपत्र इ व   मिस्बी (चौटालिया)	धारक [श्री. घःनश्याम मग- [श्री. योगेश जयंतीभ [श्री. नयन जयंतीभार		के रफार क. २२४/२०१३ मही - २६/०९/२०१३ न. पू. अ. बोरीचलो
₹०/०३/₹०१५	अॅवॉर्डप्रमाणे / आदेशाप्रमाणे मा. विशेष भूसंपादन अधिकारी क्र. न जिल्हा यांजकडील ॲवार्ड क्रमांक. र एस.आर.३३०/ दिनांक २६/३/१९६९ न.भू.का.१४२ व १५५, १५५/१ ते ११ प्रिकेवरील धारक सदरी असलेली	ल.प.क्यू. अन्बये २ या मिळकत	धारक [मे. टाटा स्टील लि.] मे ईन्वलाईन रियॅल्टी		पे. रकार कः.२४८/२०१५ सरी – २०/०३/२०१५ नः मृ. म. खेरीवली
बरत १५३	इत्यांचे ऐवजी टाटा स्वतंत लि. याच न त्यानंतर मा. महस्मानंत्री, महाराष्ट्र व आदेश क जिन्म रदश्ड/ प्राक्तार्थ रह/८२०१५ व मा.जिस्हाधिकारी य योजकडील आदेश के सी.कार्यी क दि.हु/१व्युश्वर्य, च सह कुट्या हो	वाची नोंद केली व ज्य यांजकडील ज-१/ दि. बई उपनगर जिल्हा ।/ स.क्र.४८/२०१४ धक बोरीबली ७			
	यांन्के डील दस्त का ७६२७/२०१४ हि अन्यये <del>टाटा रहीत कि. यांचे नाय के</del> ऐवजी ईन्क्लाईन रियॅल्टी प्रा.लि. यांचे	री करून त्यांचे नायाची नोंद केली.			
<b>水</b> ・	तारीख 2-/ 2/94 पर्ण वा 22/3/44 नक्तेंचे वीख2	नीही । निकास	7	न.भू.अ.बोरीवली	
ल शवार तारी	व 23/3/14 नकले व	40/-	য়েনাবারীর	प्रसर्व सामग्रह जिल्ला	सारा प्रतिनिग्धी
ल दिल्याची त	रीख2_]		प्तः पश्चिकंच्या प्रमृतीयतः	प्रानीयर शास्त्रम होस	क्रा भूमापन पहिंद
ल तयार करण	17 Transaction			भी, मी, अध्यक्ति होष	नगः भूमापन पहिंद
ल रापासमार	- Control of	क्रिकेट - क्रिकेट विशेष्ट्र ।	करिया क्रिकेट की कर केरा भारत केरोलना संभाजन पेडाल	ता पारः ४ पुरु भारत्वतः अस्तिवादः सात्री केली	<b>ब</b> ंगीयःनी
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र मूगेरोने ऑ। <u>मेरील</u> री	प्रकारी		<b>ब</b> रग	ए भूमापेन अधिक <b>री</b> 'बोरोकस्पे	
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₹0/0¥/२०१५ ₩ 39 C	अंबॉर्डप्रमाणे / आदेशाप्रमाध्याः माः विशेष भूसंपादन अधिकं जिल्हा यांजकडील अंबार्ड झि. २६/३/६५ अन्यये मः भूर पित्रकेवर धारक सदरी असः जयकर हे कमी करून त्याचे वावाची नांव केली व तर महाराष्ट्र राज्य यांजकडील अप्र. क. ९६/ज-३/ पि. २८/८/१ मृंबई उपनगर जिल्हा यांजकडील अर्थिकायां-७३/ स.क. ४८/२० सह पुथ्यम निबंधक बोरीवली क. ७६१७/२०१४ दि.१९/९/२ लि. यांचे नावाची	री क. २. मुंबई उपनगर  र एल.ए.क्यू. एस.आर. ३३  इ.१५५ या मिळक्त नेले नांव मुकुंद विश्वनाथ ऐवजी टाटा स्टील प्रा. लि. नितर मा. महसूलमंत्री, त्वेश क. जांमन/२६१४/ ४ व मा. जिल्हाधिकारी नेल आदेश इ.इ. १४ दि.२०/१०/२०१४, व क.७ यांजकडील इस्त ०१४ अन्वये टाटा स्टील ये ऐवजी इंन्क्लाईन जोंद केली		धारक [टाटा स्टील दिन.] धारक इंन्स्लाईन रियॅल्टी प्रा.	ભિ.	क रफार क्र.२४८/२०१५ सर्वा- २०/०१/२०१५ न. भू. म. चोरीवसी
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तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली विभाग/मौने --मागाठणे आकारगाँदी किंदी माङ्गाचा च्या फेर तर्बहरूपीओं नियत वेळ) धारणाधिकार प्लाट नगर ारह नेवर नगर भूमापन तपशील 5 चौ.मी क्रमंकः यः स्तै न १५५/३ १५५/३ क 30.0 सुविधाधिकार हक्काचा मुळ धारक वर्ष १९६८ पट्टेदार ŧ इतर भार इतर शेरे साक्षाकंन निवन घारक (धा) खंड क्रमांक दिनांक **ट्यव**सर पट्टेदार (प) किंवा भार (भा) हे रफार कर २४८/२०१५ सही -धारक अवार्हप्रमाणे / आदेशाप्रभाणे २०/०३/२०१५ [मे. टाटा स्टील लि.] मा. विशेष भूसंपादन अधिकारी क्र.२, भूंनई उपनगर ₹0/03/2084 न. पू. अ. बोरीवली जिल्हा यांनकडील ॲवार्ड क्र. एल.ए.क्यू. एस.आर.३३० मे. ईन्सलाईन रियॅल्टी प्रा. लि. दि. २६/३/६९ अन्वये न.भू.ज.१५५/३ या मिळकत पत्रिकेचर धारक सदरी असलेले नांध मुक्तुंद विश्वनाय जयकर हे कमी करून त्यांथे ऐवजी टाटा स्टील लि. यांचे नावाची नोंद केली स्थानंतर महसूलमंत्री, महाराष्ट्र शासन यांजकडील आदेश क्र. जीमन/२६१४/ प्र.क.९६/ज-३/ दि. २८/८/२०१४ व न.भूक.्र.१५५ घे मा. जिल्हाधिकारी यांचे आदेश व सह दुय्यम निवंधक बोरीयली क्र.७ यांजकडील दस्त क्र.७६१७/२०१४ दि.१९/९/२०१४ अन्वये टाटा स्टील लि. यांचे नाव कमी करून त्यांचे ऐवजी ईन्बलाईन रियॅल्टी प्रान्तिन यांचे 15 B. 392 न.भू.अ.बोरीवली प्रत्य पतिनियो ा<u>लाम मधार सार्थे य</u> मुंबई उपनगर जिल्हा भार भूगायन नास्क्रिसात नक्षण दिल्याणी वाधिख नहांत तयार करणा संगीवली रहात सपासणार एकुण चुल्क • प्रमुख्रिकीक गार पूर्यापने अधिकारी प्रचारमाञ्च वित्रकृति पश्चिकेच्या प्रमार्थित प्रमीमार शास्त्रम सम स्तितात्वकः पो. मी. अवारी क्षेत्र क्रिस्ट्रिकः प्रकारिकः अपन्यक्त्यक्रक्तिस्य भी वीटा हे पुत्र पित्रमा विश्विपत् समूद्र केलेक्ष्यो क्षेत्राच्या पेटावः असल्यायं पात्री केली याचित्रकी **9** ঐগ্র त्या ध्यापन अधिकारी यारायली

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₹0/0\$/₹0₹4 <b>8</b> 39 2	अंवार्डप्रमाणं / आदेश्वप्रमाण्याः विशेष पूसंपादन अधिक जिल्हा यांजकडील अंवार्ड क्र दिः २६/३/६९ अन्यये न.पू.ह पित्रकेवर धारक सदरी अस्त जयकर हे कभी करून त्यांचे यांचे नावाची नींद केली त्या महाराष्ट्र शासन यांजकडील प्र.क.१६/ज-३/ दिः २८/८/२ प्रमाणे मा. जिल्लाधिकारी, यां चुुय्यम निवंधक बोरीयली क्र क्र.७६१७/२०१४ दिः१९/२/ लि. यांचे नाव कभी करून रू रियल्टी प्रा.लि. यांचे नावाची	री क. २, मुंबई उपनगर  . एल.ए.क्यू. एस.आर. ३३  त.१५५/४ या मिळकत  तेले नांव मुकुंद विश्वनाथ  ऐवजी टाटा स्टील लि.  तंतर मा. महसूलमंत्री,  आदेश क्र. जिमन/२६१४/  ०१४ च न.भू.क.१५५  वे आदेशाप्रमाणे सह  .७ यांजकडील दस्त  ०१४ अन्वये टाटा स्टील  ांचे ऐवजी ईन्स्लाईन		घारक [टाटा स्टील लि.] धारक मे इन्क्लाईन रियॅल्टी प्र	ા. લિ.	के रफार क्र.२४८/२०१५ सहा - २०/०३/२०१५ न. ६२. अ. खेरीयली
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२०/०३/२०१ <b>५</b>	अंवार्धप्रमाणे शादेशाप्रमा मा. विशेष भूसंपादन अधिव बिल्हा यांजकडील अंवार्ड ह पि. २६/३/६९ अन्वये न.भू. पित्रकेथर धारक सदरी अस् जयकर हे कमी करून त्यां यांचे नावाची मींद केली त्य महाराष्ट्र शासन यांजकडील प्र.क.९६/क-३/दि. १८/८/ मा. जिल्हाधिकारी मुंधई उप चुय्यम निसंधक बोरीचली क्र अ.७६१७/२०१४ दि.१९/९/ लि. यांचे नावा कम्ये करून ह रियंल्टी प्रा.लि. यांचे नावाची	तरी क्र.२, मुंबई उपनगर इ. एल.ए.क्यू. एस.आर.१ इत.१५५/८ या मिळकत इलेले नांव मुक्कुंद किश्वनार वे ऐक्जी टाटा स्टील लि. ।नंतर भा. महसूलमंत्री, आदेश क्र. जिमन्/२६१४ १०१४ व न.भू.क्र.१५५ चे जि. यांचे आदेशाप्रमाणे २ १७ यांजकडील दस्त २०१४ अन्वये टाटा स्टील यांचे ऐवजी ईन्क्लाईन   नोंद केली.	द । संख	धारक [टाटा स्टील लि.] धारक ई-क्लाईन रिवेल्टी प्रा. लि.	के रामा का रश्च / रुव स्थ्री - २०/०३/२०१५ न. पू. डा. बोरीनली कि. 17 - कि. 18 - 18 -
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विभाग/गौजे -- मागाठणे तालुका/न.भु.मा.का. -- न.भू.अ.बोरीवली शिट नंबर नगर कुम्मपन प्लाट नगर 177 धारणी शक्तर क्रमंक ंस्र. प्सै. नं. ची.मी. १५५/९ १५५/९ 21.8 सविधाधिकार हक्काचा भूळ धारक १९६८ फ्डेदार इतर भार इतर शेरे दिनांक , खंड क्रमांक नविन घारक (धा) साक्षाकंन पट्टेदार (प) किंद्र्या भार (मा) २०/०३/२०१५ ॲवार्डप्रमाणे / आदेशान्वये धारक फं रकार का २४८/२०१५ स्की -भा. विशेष भूसंपादन अधिकारी क्र.२, मुंबई उपनगर [टाटा स्टील लि.] २०/०३/२०१५ जिल्हा यांजकडील ॲवार्ड क्रं. एल.ए.स्यू. एस.आर.३३० धारक न. पू. अ. बोरीवली दि. २६/३/६९ अन्वये न.भू.इ..१५५/९ या मिळकत ईन्धलाईन रियॅल्टी प्रा. लि. पत्रिकेवर धारक सदरी असलेले नांब मुक्टू विश्वनाथ जयकर हे कमी करून त्यांचे ऐवजी टाटा स्टील लि. यांचे नावाची नोंद केली त्यानंतर भा. महसूलमंत्री, महाराष्ट्र शासन यांजकडील आदेश क्र. जमिन/२६१४/ प्रक. ९६/ज-३/दि. २८/८/२०१४ व न.मू.क.१५५ चे मा. जिल्हाधिकारी मुंदई योचे आदेशाप्रमाणे व सह दुव्यम निषंधक बोरीबली के ७ यांजकडील दस्त **क्र.७६१७/२०१४ दि.१९/९/२०१४ अन्ववे टाटा स्टील** लि. यांचे नाव कमी करून त्यांचे ऐवजी ईन्क्लाईन रियेल्टी प्राःतिः यांचे नावाची नींद केली. 55 8. 372E नक्षा अवस्था आरोख २/ १/१५ एकण डॉर्म न-भू-अ बोरीवली गाइल तपार तारीख <u>22/2/9</u> नकतेणे जुल्क मुंबई उपनगर जिल्हा मत्य पतिनिर्मर्प नक्षत विल्याची तारीख allin महाल तदार करणार गाः भूगापन"**श्रीवंकःति** नक्षल तपासणान शंगीतनी ा प्.क (४ प्रमुख विषीक प्रमाणपत्र कर पूरायने अधिका**री** मिळकार परिकोच्या प्रमाणिक प्रकोचर दानाम संक क्रांतिक क्षित्र का क्षेत्र का क्षेत्र के क तो रीवस्थ व्यक्तिवरं मध्द वेप्रलेख्य सीतच्या मेरशत अक्कार सम् सामी केन्द्री बरल याहे 243 नमा भूगाँधन मीपक्रारी बोरोधली

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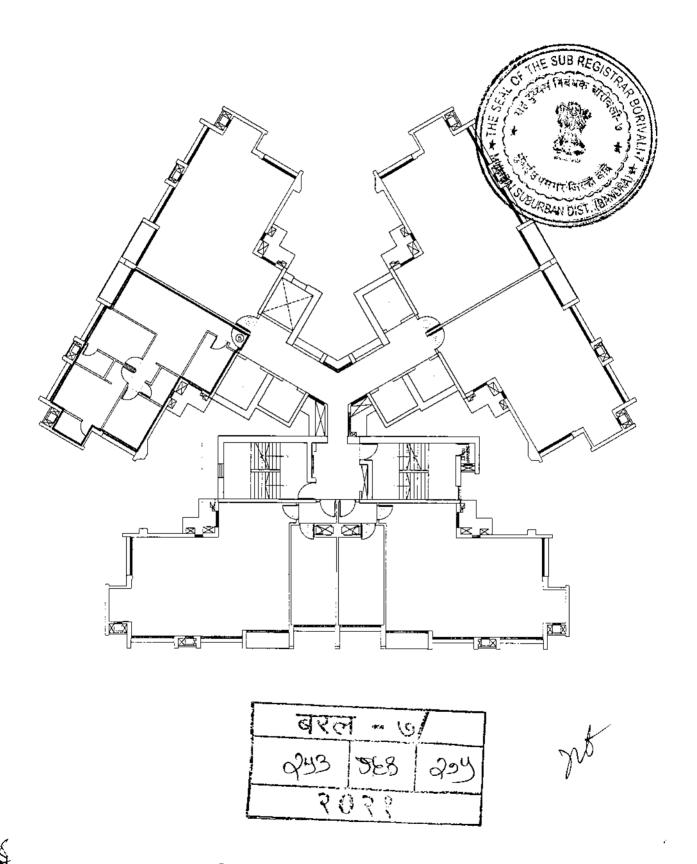
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SKY CITY TOWER D 35th Floor TYPICAL FLOOR PLAN (ZONE 2)

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

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#### Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51800003582

Project: Sky City Towers A to D, Plot Bearing / CTS / Survey / Final Plot No.: CTS No 107/E pt of Village Magathane at Borivali, Borivali, Mumbal Suburban, 400066;

- 1. Incline Realty Private Limited having its registered office / principal place of business at *Tehsil: Borivali, District: Mumbai Suburban, Pin:* 400063.
- 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 allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
    - 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 05/08/2017 and ending with 30/06/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



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

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Ref: SKY CITY-058

Kotak Mahindra Bank

Date: 31-Dec-2020

#### To, Incline Realty Private Limited

Commerz,3<sup>rd</sup> Floor, International Business Park Oberol Garden City, Off Western Express Highw Goregaon East, Mumbal-400063

Sub.: NOC for Transfer of Flat No. 3505, Tower D, in Project Sky City Located at Borlvali East.

We have received your request for seeking our No Objection for transfer of the flat mortgaged with us, details of which are as under:

Flat No.	3505	
Tower	D	
Floor No.	35	
Name of the Purchaser	Deepak Kumar Bapana	
RERA Carpet Area in Sq.mt	101,68	
RERA Carpet Area in Sq.ft	1094	
Total Sale Consideration Rs.	29972109/-	
Amount Received in Rs.	2997211/-	

We hereby give our No Objection for transfer of above flat by way of sale and/or mortgage subject to compliance of following conditions:

- 1. This NOC is for sale of above flat to the above Purchaser Deepak Kumar Bapana only.
- 2. The sale will have to be made only through Agreement which shall be registered with concerned subregistrar of assurance within 90 days from hereof post which this NOC stands lapsed
- 3. The entire consideration from the purchaser or mortgagee shall be deposited with bank account of INCLINE REALTY PRIVATE LIMITED SKY CITY A TO D COLLECTION A/C No. 9345034893 maintained with Kotak Mahindra Bank Ltd, which may be utilized towards Construction cost of project and repayment of outstanding dues of the loan granted to Incline Realty Private Limited.
- In case of non-payment of the entire consideration or cancellation of the sale, our charge will become
  operative automatically.
- 5. In the event, the sale is cancelled for any reason, whatsoever at any time, this NOC shall stand revoked automatically.
- Possession of the Property shall be handed over to the transferee, only after receipt of entire consideration.
- 7. Our charge on any other securities created by you in our favor shall remain continue on priority basis.

Thanking you,

For Kotak Mahindra Bank Limited

**Authorised Signatory** 

Name: 🗸,

Goi Jamas

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#### INCLINE REALTY PRIVATE LIMITED

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

CIN: U45400MH2014PTC255010

## CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF INCLINE REALTY PRIVATE LIMITED HELD ON JANUARY 22, 2019 AT MUMBAI

"RESOLVED THAT in supersession of all earlier authorisations in this behalf, effective March 1, 2019, any one person from Group A jointly with any one person from Group B below ("Authorised Signatories") are authorized (i) to sign and execute Premises Ownership Agreements, Agreement for Sale, Tripartite Agreements, Transfer Agreements, Undertakings, Deeds of Confirmation, Deeds of Rectification, Deeds of Cancellation, Supplemental Agreements and all incidental deeds, agreements and writings in pursuance thereto relating to premises in project "Sky City" being constructed on the land bearing New C.T.S. No.107/E and C.T.S. Nos. 141, 142, 155 and 155/1 to 12 of Village Magathane, Taluka Borivali in the District of Mumbai Suburban (hereinafter referred to as the "Said Agreements"); (ii) to lodge the Said Agreements for registration and to appear before the concerned Sub-Registrar of Assurances to admit execution of the Said Agreements for the purpose of registration thereof either by the Authorized Signatories or any duly appointed authorised representative through them; and (iii) to do all such other deeds, acts and things as may be deemed necessary for giving effect to this resolution:

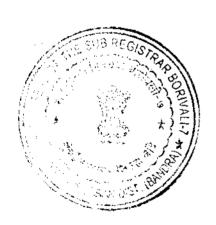
Group A	Grou	ıр B
1, Ms. Rochelle Chatterjee	1, Mr. Hitesh Naik	
2. Ms. Kirti Chadha	2. Ms. Rakhee Desai	SUB REGIST
3. Ms. Priti Thakur	3. Mr. Nilesh Tank	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
4. Ms. Sharmin Murtuza	4. Mr. Pradeep Parmar	The Charles of the Control of the Co
5. Ms. Bhavna Mordani	5. Mr. Rohan Naik	- 1/2/3° ABM 1872
6. Ms. Sheetal Nichlani	6. Ms. Trupti Jani	
7. Ms. Đipali Dhole	7. Mr. Abhishek Bajoria	
•	8. Mr. Deepak Agrawal	112 2 2 2 2
	9. Mr. Jagdish Meriya	
	10. Mr. Keyur Jangbari	
	11. Ms. Swapna Khare	SUBURBUI OF

RESOLVED FURTHER THAT any Director or Company Secretary be and are hereby severally authorized to execute and if required to register, power of attorney/ies in favour of the Authorized Signatories for the authorisations contained herein."

Certified True Copy

For Incline Realty Private Limited

Bhaskar Kshirsagar Company Secretary बरल ~ ७/ २५३ २७५ *२*2५ २०२१



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## घोषणापत्र

मी विभवि क्रस्ट यादवारे घोषित करतो कि, दुय्यम निबंधक, बोरीवली 7 यांच्या कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सदर करण्यात आला आहे. विवाक 15/12/2020. रोजी आला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी, सदर दस्त नोंदणीस सदर केला आहे/निष्पादित करून कबुलीजवाब दिला आहे. सदर कुलमुखत्यार लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैदय असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

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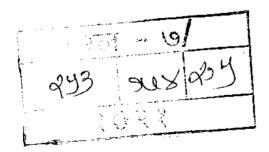
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Original/Duplicate 451/4153 पावती नोंदणी के. :39म Tuesday, December 15, 2020 5:04 PM Regn.:39M विनांक: 15/12/2020 पावती कं.: 4562 गावाचे ताव: पी.एस.पहाडीगोरेगांव दस्तऐवजाचा अनुक्रमांक: बरल7-4153-2020 दस्तऐवजाचा प्रकार : पॉवर ऑफ ॲंटर्नी सादर करणाऱ्याचे नाव: ओबेरॉय रियाल्टी लि. व इतर तर्फे ऑयॉराईज सिग्नेटरी किर्ती चढा नोंदणी फी ব. 100.00 दस्त हाताळणी फी ₹. 520.00 पृष्ठांची संख्या: 26 ব. 620.00 एकूण: आपणास मूळ दस्त ,यंबनेस प्रिंट,सूची-२ अंदरजे सह दु.नि.का.बोरीवली7 5:17 PM ह्या बेळेस मिळेल. बाजार मुल्य: रु.0.0 /-

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भरलेले मुद्रांक शुल्क : रु. 500/-

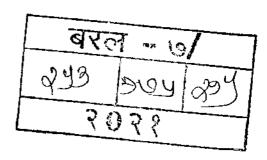
1) देयकाचा प्रकार: By Cash रक्कम: रु 520/-

2) देवकाचा प्रकार: eChallan रङ्गम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008389234202021E दिनांक: 15/12/2020

बैंकेचे नाव व पत्ता:

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#### CHALLAN MTR Form Number-8



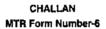
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		Full Name		OBEROI REALTY LTD		
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Department ID : Mobile No. : 00000000000 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर शास केवळ दुव्यम निवंधक कार्याहराया कोर्दणी करावयाच्या दस्तासाठी लागु आहे. ओर्दणी व करावयाच्या दस्तासाठी सदर धास लागु आहे.

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Location MUMBAI										
Year 2020-2021 One Time		Flat/Block No.		-						
Account Head Details	Amount in Rs.	Premises/Building		,						
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	Page		24	3 30,40	pate 15-12-2090 (\$:06:25					



POWER OF ATTORNEY

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TO ALL WHOM THESE PRESENTS SHALL COME, We, 1) MS. KIRTI CHADHA, 2) MS. SHEETAL NICHLANI, 3) MS. SHARMIN MURTUZA, 4) MS. BHAVNA MORDANI, 5) MS. DIPALI DHOLE, 6) MR. HITESH NAIK, 7) MR. PRADEEP PARMAR, 8) MR. ROHAN NAIK, 9) MS. RAKHEE DESAI, 10) MS. TRUPTI JANI, 11) MR. DEEPAK AGRAWAL, 12) MR. ABHISHEK BAJORIA, 13) MR. KEYUR JANGBARI, 14) MR. NILESH TANK, and 15) MR. JAGDISH MERIYA, all adults, Indian Inhabitant, having their office address at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai - 400 063, DO HEREBY SEND GREETINGS:

WHEREAS, We, jointly and/ or severally are/ may be authorized on behalf of Oberoi Realty Limited and/ or Oberoi Constructions Limited and/ or Incline Realty Private Limited ("said Companies"), all having their registered office at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai - 400 063 to sign and execute Premises Ownership Agreements, Agreement for Sale, Tripartite Agreements, Transfer Agreements, Undertakings, Deeds of Confirmation, Deeds of Rectification, Deeds of Cancellation, Supplemental Agreements, and all incidental deeds, agreements and writings in pursuance thereto relating to premises in the existing / future residential projects of the said Companies (hereinafter referred to as "the Said Agreements"), subject to conditions, if any, as may prescribed from time to time.

AND WHEREAS, the Said Agreements may be required to be registered with the registering authorities, appointed under the provisions of The Registration Act, 1908, or any other applicable Acts in force ("such matters").

AND WHEREAS. We are unable to attend to such matters personally and therefore, we while acting as the authorized signatories of the said Companies, are desirous of nominating, constituting and appointing, 1) MS. NEHA SHAH, 2) MS. ZEENAT JASNAIK, 3) MS. SNEHA KUMAR, ALANDNI MEHTA, 5) MS. MENAZ BHAVSAR, 6) MS. VAIBHAVI BHATT, 7) MS. RESHMA DEEPH 9 MS. RALAK MAKWANA, 9) MS. TARANA SHAHDADPURI, 10) MS. JASMINE CHEMBURKAR, 11) MS. YENNIFER DSOUZA, 12) MS. LEEANN MASCARENHAS, 13) MR. NITESH VELONDE PASTR. NEW KAVINGA , 15) MR. GANESH MASANE, and 16) MR. PRAVIN MOHANE to act as the true and lawful Attorney. representus for the purpose set out hereunder.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that We, 1)

**M**SCKETTOCHADHA SHEETAL MICHIANI, B) MS. SHARMIN MURTUZA, 4) MS. BHAVNA MORDAN (SIA)S. DIEAD 8) MR, HITESH NAIK, 7) MR. PRADEEP PARMAR, 8) MR. ROHAN NAIK, 9) MS. MS. TRUPIT JANI, 1) MR. DEEPAK AGRAWAL, 12) MR. ABHISHEK BAJORIA, 13) MR. KEYUR JÄNGBARI, 14) MR. NILESH TANK, and 15) MR. JAGDISH MERIYA, all of Mumbal, Indian Inhabitant, having their office or dress at Commerz, 3rd Floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbal - 400 063, to be our true and lawful attorney ("the said Attorneys") to jointly and/or severally act for us and on our behalf to appear before the Registration Authorities appointed under the provisions of The Registration Act, 1908, or any other applicable Acts in force and to present and lodge for registration and admit execution with such authorities, the Said Agreements executed by us as authorized signatories of Oberoi Realty Limited and/ or Oberol Constructions Limited and/ or Incline Realty Private Limited, as the case may be, and to do all acts and things necessary for effectively registering the Said Agreements.

AND WE DO HEREBY FURTHER AGREE to ratify and confirm all such acts, deeds, matters and things, done and executed by the said Attorneys, by virtue of these presents, as if the same were done by us personally present.

S POWER OF ATTORNEY SHAW REMAIN IN FORCE either till the time the seid At

THIS POWER OF ATTORNEY SHALL REMAIN IN FORCE either till the time the said Attorneys are in employment of the group; or ill that in 31, 2024, whichever is earlier, and there are shall automatically stand carcelled, revoked vesticated, terminated and withdrawn, without any further act, deed or notice.

#### SIGNED AND DELIVERED by the withinnamed

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Kirti Chadha		Partie Desai		
Sheetal Nichlani		Fuply Trupti Jani	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Spermi Murtuza		Deepak Agrawal		
Bhavna Mordani		Masons Abhishek Bajoria		
Dipali Dhole		Keyur Jangbari		
Hitesh Neik		N.H. Towc Nilesh Tank	The Control of the Co	
Pradeep Parmar		Jagdish Meriya		
Rohan Naik				
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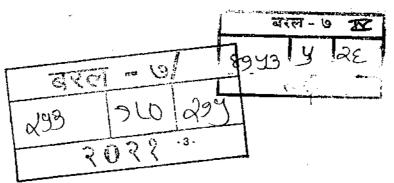
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Neha Shah		Tarana Shahdadpuri		
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Sneha Kumar	16-3	Jennifer Dsouza		
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Menaz Bhavsar		Nitesh Velande	1	7. A. M. M.
Vaibhavi Bhatt		Nikhil Kavinkar		
Reshma Deepu		Ganesh Masane		
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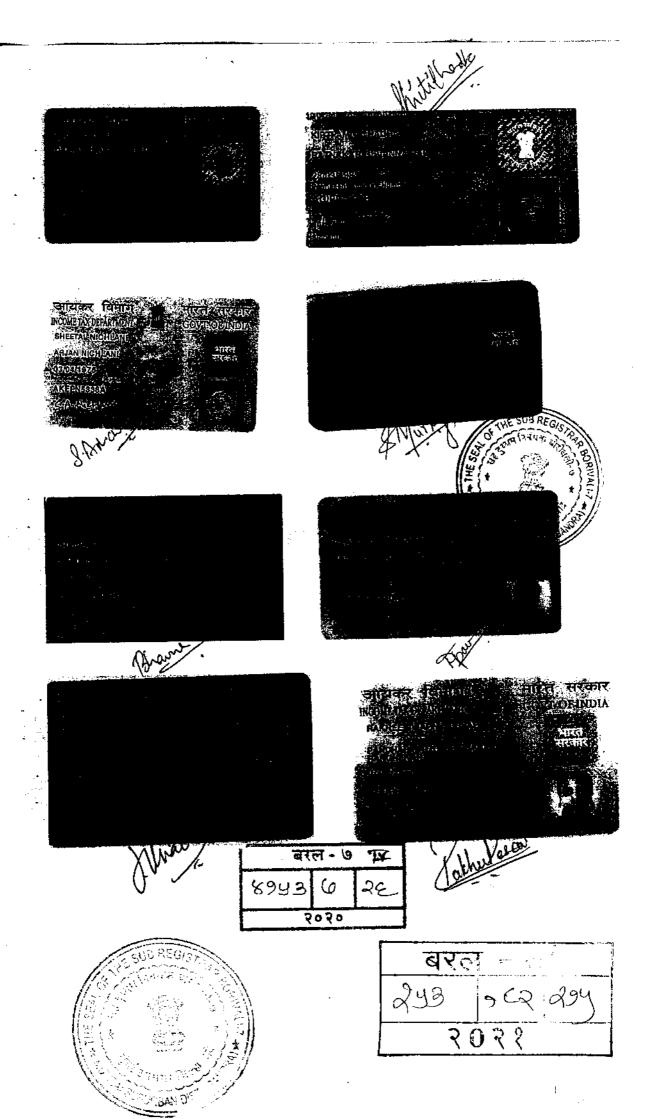


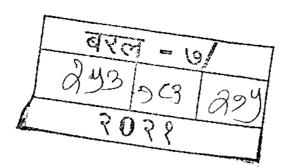




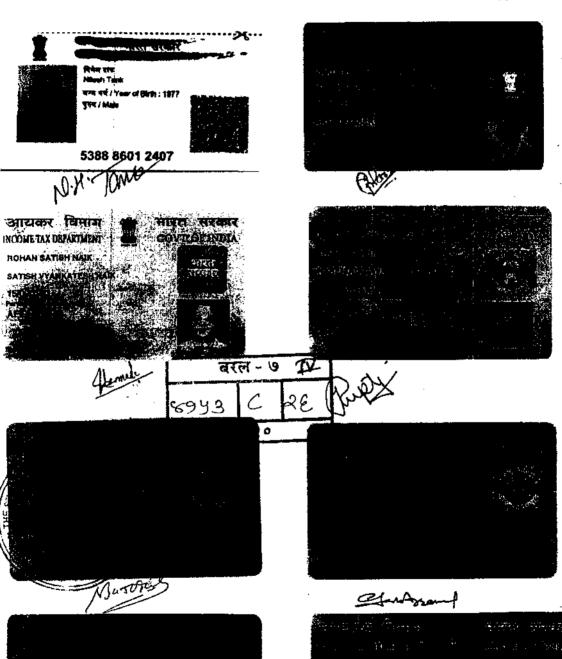
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INCOME TAX DEPARTMENT

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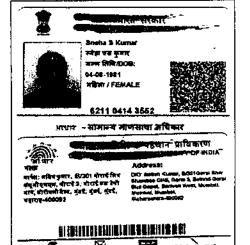
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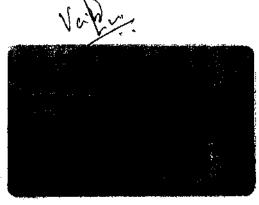


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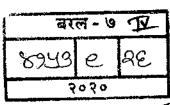




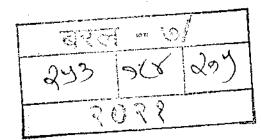


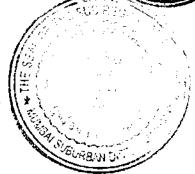


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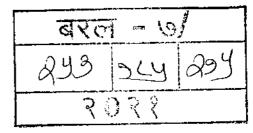


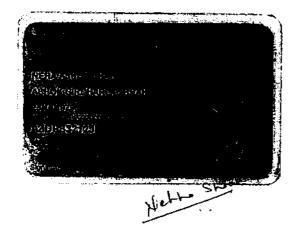


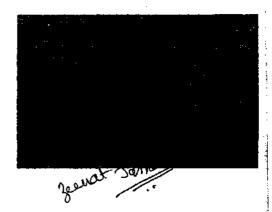


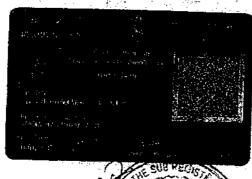


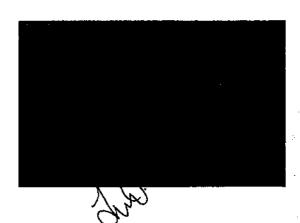


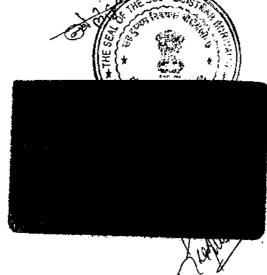


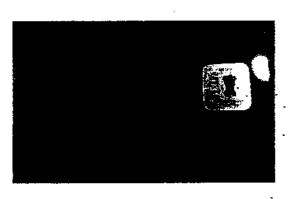








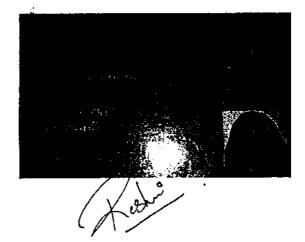




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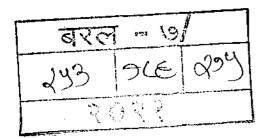


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-सामान्य माणसाचा अधिकार







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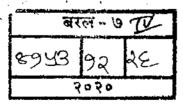
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BILL OF SUPPLY COMMERCIAL

#### OBEROI REALTY LIMITED

COMMERZ INTERNATIONAL BUSINESS PARK OFF WE HIGHWAY OPP.VIRVANI IND.ESTATE GOREGAON EAST MUMBAI 400063

Mobile No 70\*\*\*\*19 Email id pm \*\*\* is@oberorealty.com PAN AA

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used as a proof of any property or premises.

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2-157 Pewerline We're listening.

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BIH No. 101204613876 Bill Date 04-11-2020 Bill Distribution No. CENTRAL/CZ4-DINDOSHI/33/C72///

CUSTOMER CARE.CENTRE/CORRESPONDENCE ADDRESSANTERMAL ORIEVANCE REDRESSAL CELL (IGRC)

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one pay tirk hill by Galler / 879 S / 1027 / Chapper of Daniel IMPORTANT MESSAGE

CONSOLIDATED STAMP DUTY PAID BY ORDER NO CSD/62/2020/1461 dated 27.07.2020

# **DUE AMOUNT** ₹ 394800.00\*

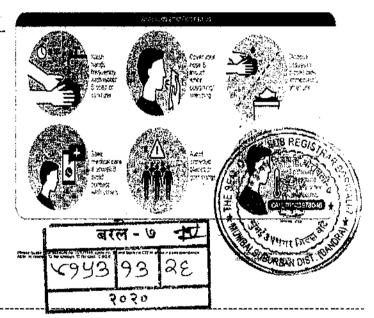
DISCOUNTED BILL AMOUNT

Round sum bill payable (after discount of ₹3154.78) on or before discount date 11-11-2020 ₹391640.00

LATE PAYMENT BILL AMOUNT Round sum bill payable (including OPC of ₹ 4937.64) after due date 25-11-2020 ₹ 399730.00#

"References to summer the arrows. A process salared is payable arrestantly." Properties with more execute when the education of the control of

SANDEEP NARALE Companies Management record (Consult District)



unt payee of local clearing and not post-dated slip. Do not scaple ... Make cheque payable to Adam Electricity Mumbal Ltd. A/C No.:151171319

0151171319200394800251120200039973030039164011112020

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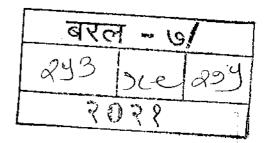
Reund Gum payable: 🖰 394600.00\*

nt after due date (Round sun): ₹ 399730.06#



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How your bill was ca	culated	Rate/Tariff	INR (₹)
Electrical Energy (HSN Code	27160000)	<del>-</del>	<del>                                     </del>
Demand/fixed charge			20480.00
Witeeling Charges		ł	55607.92
Regulatory Asset Charge		Į	0.00
Energy charge		į	236166.80
TOD 9 His to 12 Hrs energy of	narge	1	3360.00
TOO 18 His to 22 His energy (	charge	1	7015.00
TOO 22 Hrs to 05 Hrs energy	charge	1	3348.00Cr
Fuel Adj. Chg. ( FAC)#		( 0.00 p/unit	0.00
Penalty for exceeding contra	ct demand	1	0.00
Power Factor (PF) penalty/inc	entive	1	4804.24Cr
Government Electricity Duty		21.00%	67259.37
Man Govt.Tax on sale of elect	incity	34 04p/unit	12273.46
Current month's bill amount(/	A)	1	395011.31
Others / Load Factor Incentiv	e	•	0.00
Delayed Payment Charge (DP	C)  evied	1	0.00
Digital Payment Discount			500.000
Interest on arrears		Į.	0.00
Adjustments		l,	284.00
Net other charges in current	<b>ኔ</b> ጠ (8)	1	215.0004
Total current month charges	(A+B)		394795.31
Previous month's bill amount			380832.17
Payment received upto 13-10	-2020	<b>)</b>	377780.00
Prompt payment discount		1	3045.57
Net previous balance(C)			6.60
Total bill amount(A+8+C)		i	394801.91
Amount deferred		ļ	0.00
DPC payable after due date			4937 64
Total bill amount with DPC		1	399739.59
FAC is being uncluded in your monthly of Regulations, 2014 dated. Bith May 2014.	anger in accordance	WILL MERC (MYT 3rd Amendment)	
Meter reading date	31-10-2020	Demand for panalty	0.00kVA
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You can use RTGS/NEFT via netbanking for bill payments every month.
ADD US AS A PAYEE FOR NEW ACCOUNT (Moneto to change the existing occounts).
Payee Ascount No. EPAEMILISTIFTIST Payee Asset ADANI ELECTRICITY MOMBAI LIMITED Bank Name HOPG Bank Ltd.
Branch Name Kanjurmany Branch, Mumbai IFSC HOPCO004989 Account Type Current:

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Your security deposit (SD) with us	551750.00
Your unpaid Security Deposit (SD)	

30-09-2020

160.00kVA

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December 15, 2020

The Joint Sub-Registrar of Assurances, Borivall-7, 2nd Floor, MTNL Office Building, Near to Charkop Police Station, Charkop, Kandivali (West), Mumbai 400067

Dear Sir.

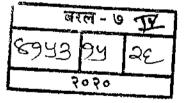
This is to confirm that any one person from Group 'A' jointly with any one person from Group 'B' below are/ may be authorized to sign and execute Premises Ownership Agreements, Agreement for Sale, Tripartite Agreements, Transfer Agreements, Undertakings, Deeds of Confirmation, Deeds of Rectification, Deeds of Cancellation, Supplemental Agreements, and all incidental deeds, agreements and writings in pursuance thereto relating to premises in the existing/ future residential projects of the Company.

Group A	Group B
1. Ms. Kirti Chadha	1. Mr. Hitesh Naik
2. Ms. Sharmin Murtuza	2. Ms. Rakhee Desai
3. Ms. Bhavna Mordani	3. Mr. Nilesh Tank
4. Ms. Sheetal Nichlani	4. Mr. Pradeep Parmar
5. Ms. Dipati Dhole	5, Mr. Rohan Naik
· · · · · · · · · · · · · · · · · · ·	6. Ms. Trupti Jani
	7, Mr. Abhishek Bajoria
	8. Mr. Deepak Agrawal
	9. Mr. Jagdish Meriya
	10. Mr. Keyur Jangbari
	(a) (b)

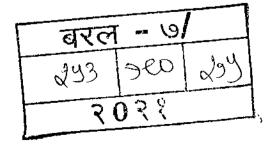
For Oberoi Realty Limited

Chaskar Kshirsagar

Company Secretary

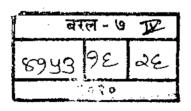


Oberol Really Limited, Commerz, 3rd Roor, International Businoss Bark, Charol Sarden City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063. Tel: +91 22 6677 3333 Fax: +91 22 6677 3334 www.oberolegally.com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/com/cityairs/securing/decorrections/cityairs/securing/cityairs/securing/cityairs/securing/cityair

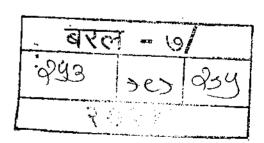














#### **OBERO! CONSTRUCTIONS LIMITED**

Commerz, 3rd Floor, International Business Park, Oberol Garden City, Off Western Express Highway, Goregaon (East), Mumbai - 400 063 Tel: +91 22 66773333 Fax: +91 22 66773334 CIN: U45202MH1993PLC074836

December 15, 2020

The Joint Sub-Registrar of Assurances, Borivali-7, 2nd Floor, MTNL Office Building, Near to Charkop Police Station, Charkop, Kandivali (West), Mumbai 400067

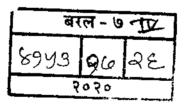
Dear Sir,

This is to confirm that any one person from Group 'A' jointly with any one person from Group 'B' below are/ may be authorized to sign and execute <u>Premises Ownership Agreements</u>. <u>Agreement for Sale, Tripartite Agreements</u>, <u>Transfer Agreements</u>, <u>Undertakings</u>, <u>Deeds of Confirmation</u>, <u>Deeds of Rectification</u>, <u>Deeds of Cancellation</u>, <u>Supplemental Agreements</u>, and all <u>Incidental deeds</u>, <u>agreements and writings in pursuance thereto</u> relating to premises in the existing/ future residential projects of the Company.

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5. Ms. Dipali Dhole	5. Mr. Rohan Naik	
	6. Ms. Trupti Jani	
	7. Mr. Abhishek Bajoria	
	8. Mr. Deepak Agrawal	
	9. Mr. Jagdish Meriya	
	10. Mr. Keyur Jangbari	
For Oberoi Constructions Limited	TO APPLY EXCENSES	

Maskar Kshirsagar

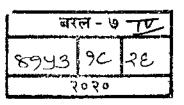
Company Secretary





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#### INCLINE REALTY PRIVATE LIMITED

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

December 15, 2020

The Joint Sub-Registrar of Assurances, Borivali-7, 2nd Floor, MTNL Office Building, Near to Charkop Police Station, Charkop, Kandivali (West), Mumbai 400067

Dear Sir,

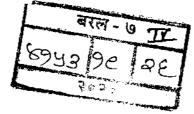
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5. Ms. Dipali Dhole	5. Mr. Rohan Naik
	6. Ms. Trupti Jani
	7. Mr. Abhishek Bajoria
	8. Mr. Deepak Agrawal
	9. Mr. Jagdish Meriya 10. Mr. Keyur Jangbari
	10. Mr. Keyur Jangbari

For Incline Realty Private Limited

Enasker Kshirsagar Company Secretary

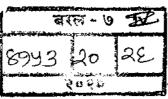




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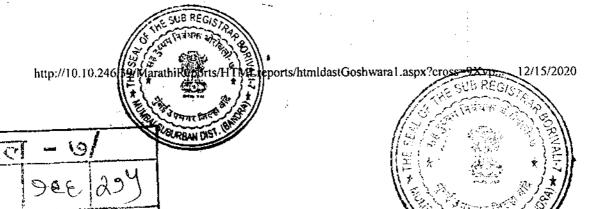






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Summary 1 (Dastgoshwara bhag 1) Page 1 of 1 451/4153 दस्त गोपवारा भाग-1 मंगळवार,15 डिमेंबर 2020 5:04 म.नं. इस्त क्रमांक: 4153/2020 दस्त क्रमांक; बरल7 /4153/2020 बाजार मुल्य: रु. 00/-मोबदला: क. 00/-भरलेले मुद्रांक शुल्क: रु.500/-दु, नि, सह, दु, नि, बरल7 यांचे कार्यालयात पात्रती:4562 पावती दिनांक: 15/12/2020 अ. क्रं. 4153 वर दि.15-12-2020 मादरकरणाराचे नाव: ओवेरॉय रियाल्टी लि. व इतर तर्फे ऑथॉराईज मिग्नेटरी किर्ती चढा रोजी 4:56 म.नं. वा. हजर केला. नोंदणी फी ক. 100.00 दम्त हाताळणी फी ক. 520.00 पृष्टांची संख्या: 26 एकुण: 620.00 दस्त हजर करणाच्याची मही: बोरीवली-७. मुंबई उपन्धर जिल्हात मुद्रांक शुल्कः (48-अ) जेव्हा एकाच मंत्र्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याऱ्या एकमेव प्रयोजनासाठी किंवा असे एक किंवा अधिक दस्तऐवज निष्पादित केल्याचे कबूल करण्यासाठी केला असेल तेव्हा शिक्षा के. 1 15 / 12 / 2020 04 : 56 : 44 PM ची वेळ: (सहदरीकरण) शिक्रा के, 2 15 / 12 / 2020 04 : 57 : 44 PM ची वेळ. (फी) प्रतिज्ञापत्र 🖈 सदर दस्तऐकन हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या सरतुदीनुसारच नोंदर्शीन हाउल केलेला आहे. 🖈 दस्तातील संपूर्ण मज्जून, निष्पादक व्यवसं, पाश्चीदार व संदात जोटलेला कागदपत्रांची सत्पता तपासली औं क दरनाची सत्यक्ष, वैधला कायवेदार दा**वींसाठी** वरल - 6/JA ,य पशुलीपारक ह संपूर्णपणे जन्नायदार सहतीलू.. िक्तन घेणारे: 2020





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दस्त गोषवारा भाग-2

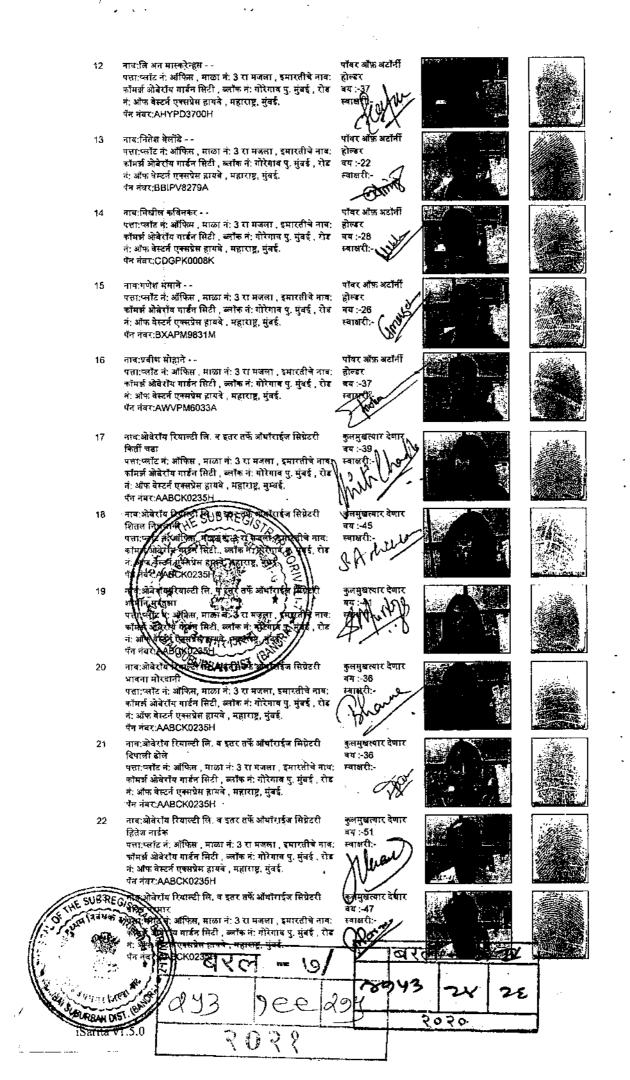
बरल7 क्ष्मत क्रमांक:4153/2020

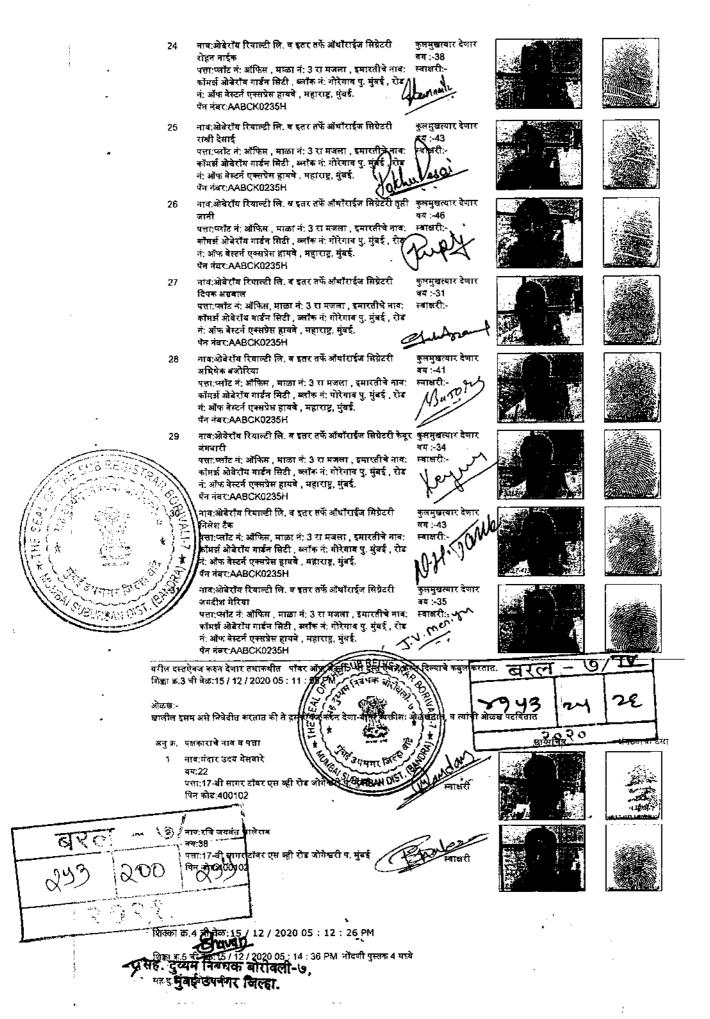
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	बरल7/4153/2020 र∵पॉबर ऑफ ॲंटर्नी			
अनुक्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठवाचा ठसा
1 .	नाव:नेहा शाह पत्ता:प्लॉट नं: ऑफिस , माळा नं: 3 रा मजला, इमारतीचे नाव: कॉमर्झ ओवेरॉय गार्डन सिटी , ब्लॉक नं: गोरेगाव पु. मुंबई , रोड नं: ऑफ वेस्टर्ग एक्सप्रेस हायवे , महाराष्ट्र, मुंबई. पंत नंबर:AZOPS3212J	पॉवर ऑफ़ अटॉर्नी होल्डर वय:-41 स्वाअरी:-		
2	नावः क्षिनत जसनाईक पत्ताः प्लॉट नं: अस्मारतीचे नावः पताः प्लॉट नं: ऑफिस , माळा नं: 3 रा मजला , इमारतीचे नावः कॉमर्स ओवेरॉय गार्डन सिटी , ब्लॉक नं: गोरेगल पु. भुंबई , रोड नं: ऑफ वेस्टर्न एक्सप्रेस हायवे , महाराष्ट्र, भुंबई. पैन नंबर: AHQPJ0120R	पांवर ऑफ़ अटॉर्नी होल्डर वय:-43 स्वाक्षरी:-		
3	नावः ल्रेहा कुमार पत्ताः फ्रॉट नेः ऑफिस , माळा नंः 3 रा मजसा , इमारसीचे नावः कॉमर्झ ओबेरॉय गार्डन सिटी , ब्लॉक नंः गोरेगाव पु. मुंबई , रोड नंः ऑफ पेस्टर्न एक्सप्रेस हायवे , महाराष्ट्र, मुंबई. पेन नंबरः	पॉवर ऑफ अटॉर्नी होल्डर वय :-39 स्वाक्षरी:-		
4	नाव:चांदणी मेहता पत्ता:स्तॉट नं: ऑफिस , माळा नं: 3 रा मजता , इमारतीचे नाव: कॉमर्झ ओवेरॉय गाईन सिटी , ब्लॉक नं: गोरेगाव पु. मुंबई , रोड नं: ऑफ वेस्टर्न एक्सप्रेस हायचे , महाराष्ट्र, मुंबई. पंत नंबर:ARFPM3883K	पॉवर ऑफ़ अटॉर्नी होल्डर वर:-33 स्वाक्षरी:-		
5 TRA	नाव:मेनाझ भावसार - पता:म्लॉट नं: ऑफिस , माळा नं: 3 रा मजला , बुमारसीचे नाव कॉमर्ज ओवेरॉय गार्डन सिंटी , ब्लॉक नं: गोरेगाव यु. मुंबई , रोड नं: ऑफ वेस्टर्न एक्सप्रेस हायवे , महाराष्ट्र, मुंबई पैन नंबर:CTGPP6164D	वयः-३३ 🎶		
TRAR BORN	THINHAT CAJP86737Q	पॉवर बाँफ बटॉर्नी होल्डर वय:-27 स्वासरी:-	4	
	ैनि रेश्मा दिष् प्राप्तः प्लोट नं: ऑफिस , माळा नं: 3 रा मजला , इमारतीचे नावः निमर्भ ओवेरॉय गार्डन सिटी , ब्लॉक नं: गोरेगाव पु. मुंबई , रोड नं: ऑफ वेस्टर्न एक्सप्रेस हायवे , महाराष्ट्र, मुंबई. पॅन नंबर:AKOPV6031C	पॉबर ऑफ अटॉवीं होण्डर वय:-35 स्वासरी:-		
8	नाव:पलक मकताना - प्रताप्ताक नाव: व रा मजला , इमारतीचे नाव: क्रांप्त नाव: AUNPP94 BL	पॉवर ऑफ़ अटॉर्नी होल्डर वय:-35 स्वाक्षरी:-		
13 9 	नाव:तराषा मास्त्रस्ति - पत्ताःजाट नं: ऑफिस, माळा नं: 3 रा मजला , इसारतीचे नाव: कार्य अनेदार गाउँन सिटी , ब्लॉक नं: गोरेगाव पु. मुंबई , रोड नं: ऑफ वेस्टर्न एक्सप्रेस हायवे , महाराष्ट्र, मुंबई. पेन नंबर:BAMPS6878M	पॉयर ऑफ अटॉर्नी होल्डर वय:-40 स्वाक्षरी		
10 V9/	नाव कार्यान ने बूरकर पत्ता:प्लॉट त: ऑफिस, माळा नं: 3 न्यूल हम्मा के बाव: कॉमर्स ओबेटीय गार्डन सिटी . जिस्से नी स्थाय मुंबरी होंग	पॉवर ऑफ़ अटॉर्नी होल्डर वय:-40		
- C/2	नावःजैनिफर्यंडिसोझा - 1 😈 ( ) । 	्माबर ऑफ़ अटॉनी इंग्डिंट		
?	कॉमझं ओबर्या गार्डन सिर्ध क्लॉडन के गोरेगांव पु. मुंबई रेड नं: ऑफ बेस्टर एक्सप्रेस हार्ब इंड्रोडर के मुंबई पन नबर APVPD0185K	मा :-31 नाअरी:-		





Payment Details.

Sr.	Purchaser	· .	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	OBEROI REALTY LTD	eChallan	03006172020121501109	MH008389234202021E	500.00	so	0003836544202021	15/12/202 <b>0</b> .
2		By Cash			520	RF		
3	OBEROI REALTY LTD	eChallan		MH008389234202021E	100	RF	0003836544202021	15/12/2020

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

Know Your Rights as Registrant

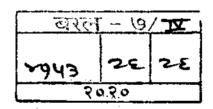
1. Verify Scanned Document for correctness through thumbnell (4 pages on a side) printout after scanning

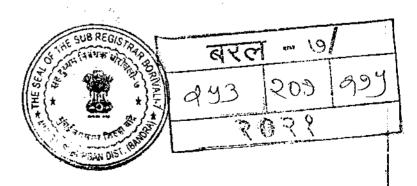
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For feedback, please write to us at feedback learlis@gma



- प्र क्ष दुख्य निवंशक बोरीवली क.-७ मुंबई वपनगर, जिल्हा

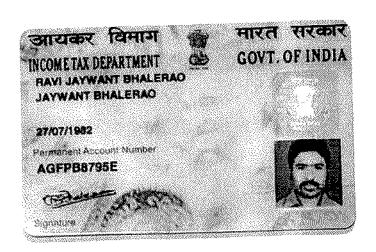




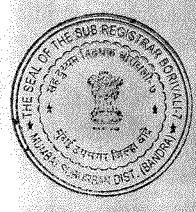
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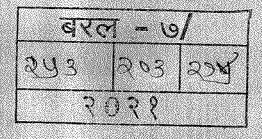


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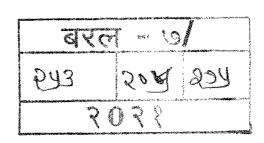
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ार समोरील 36.60 मी. वि		·
	वे.यो. रस्ता व परि	अमेस रेल्वे लाईन.
औद्योगीक 177970		गाचे एकक टर
		बांधीव Rs.177970/-
* 110 % ).		***************************************
67/-	****	
नुसार टक्केवारी )+ खुल्या	जमिनीचा दर )	
))		
	र + बंदिस्त वाहन	
-	177970	मिळकतीचा प्रकार- मूल्यदर/बांधकामाचा दर - * 110 % ). 67/-

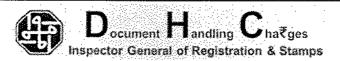
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## **Receipt of Document Handling Charges**

PRN 1201202114752 Receipt Date 15/01/2021

Received from IRPL, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 253 dated 15/01/2021 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

**Payment Details** 

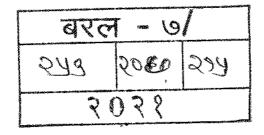
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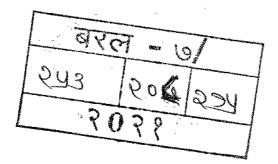
Bank Name	MAHB		13. r 13.	Payment Date	12/01/2021	
Bank CIN	100041520210	11213491		REF No.	01,0465333	<del></del>
Deface No	120120211475	2D		Deface Date	15/01/2021	

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









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## **Receipt of Document Handling Charges**

PRN 1201202114758 Receipt Date 15/01/2021

Received from IRPL, Mobile number 0000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 253 dated 15/01/2021 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

Payment Details

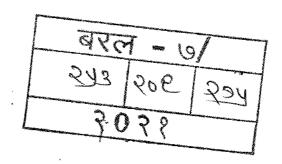
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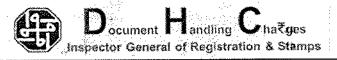
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1 dynom botans			
Bank Name	MAHB	Payment Date	12/01/2021
Bank CIN	10004152021011213497	REF No.	010473280
Deface No	1201202114758D	Deface Date	15/01/2021

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







### **Receipt of Document Handling Charges**

PRN 1201202114738

Receipt Date 1

15/01/2021

Received from IRPL, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 253 dated 15/01/2021 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

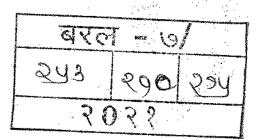
**Payment Details** 

₹ 2000 \DEFACED

DEFACED

Bank Name	манв	Payment Date	12/01/2021
Bank CIN	10004152021011213479	REF No.	010450001
Deface No	1201202114738D	Deface Date	15/01/20 SUB REGISTA

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(iS)-451-253

#### CHALLAN MTR Form Number-6



GRN BARCODE MH009291893202021P Date 29/12/2020-18:25:02 Form ID 25.2 Department Inspector General Of Registration **Payer Details** Stamp Duty TAX ID / TAN (If Any) Type of Payment Registration Fee AIDPB8824A PAN No.(If Applicable) KRL1\_JT SUB REGISTRAR KURLA NO 1 Office Name Full Name Deepak Kumar Bapana Location MUMBAI Year 2020-2021 One Time Flat/Block No. Sky City Tower D 3505 **Account Head Details** Amount In Rs. Premises/Building Dattapada Road Borivali East 0030045501 Stamp Duty 640000.00 Road/Street 0030063301 Registration Fee Mumbai 30000.00 Area/Locality Town/City/District 4 0 0 0 6 6 Remarks (If Any) =AADCI5238A~SecondPartyName=Incline Realty Private Limited~ Six Lakh Seventy Thousand Rupees Only mount in otal CFACV 6,70,000.00 Words Payment Details STATE BANK OF INDIA FOR USE IN RECEIVING BANK Cheque-DD Details Bank CIN Ref. No. 10000502021122904404 9614948436718 Cheque/DD No. Bank Date **RBI** Date 29/12/2020-18:25:59 01/01/2021 Name of Bank Bank-Branch STATE BANK OF INDIA Name of Branch 1006511,01/01/2021 Department ID : NOTE:- This challan is valid for document to be registered in Sub Reg सदर चलन केवल दुरयम निवधक कार्यालयात नोदण कराव्याच्या दस्ता नाही. Mobile No. : or unregistered document. 9772968900 करावयाच्या दस्तामाठी लाम आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु Validity known Challan Deface Sr. No. Doctorna Defacement No. **Defacement Date** Userld Defacement Amount (iS)-451-253 India 0004700155202021 15/01/2021-10:51:48 **IGR196** 30000.00

15/01/2021-10:51:48

**Total Defacement Amount** 

**IGR196** 

0004700155202021

640000.00

6,70,000.00



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शुक्रवार,15 जानेवारी 2021 10:52 म.पू.

दस्त गोषवारा भाग-1

दस्त क्रमांक: 253/2021

दस्त क्रमांक: बरल7 /253/2021

वाजार मुल्य: रु. 2,79,10,845/-

मोबदला: रु. 3,19,70,250/-

भरलेले मुद्रांक शुल्क: रु.6,40,000/-

दु. नि. सह. दु. नि. वरल7 यांचे कार्यालयात

अ. कं. 253 वर दि.15-01-2021

रोजी 10:48 म.पू. वा. हजर केला.

पावती:330

पावती दिनांक: 15/01/2021

सादरकरणाराचे नाव: दीपक कुमार बापना

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

र. 4300.00

पृष्टांची संख्या: 215

एकुण: 34300.00

दस्त हजर करणाऱ्याची सही:

उपनगर, जिल्हा.

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

शिक्का क्रं. 1 15 / 01 / 2021 10 : 48 : 35 AM ची वेळ: (सादरीकरण)

शिक्का कं. 2 15 / 01 / 2021 10 : 50 : 28 AM ची वेळ: (फी)

whate**a** 

😕 सदर दस्तऐकन 🕾 नेंदणी फायदा १**९०८ अंतर्गत असलेंल्**या तरकुदीनुसारच मोदणीय यायस केलेला आहे. 🖈 दस्तातील संपूर्ण मनक्र, नियादक पाउँ, उत्होदार व सोकत जोडलेल्या कागदपत्रांची सत्पता तपासकी कार व परकाची कार्यता, वेपता कायदेशी**र वार्वीसाठी दला वि**मादक व कर्याच्याक हे छंपूर्वपर्य ज**वाबदार राहतील.** 

लिहून देपिहे

लिह्न घेणारे:

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दस्त गोषवारा भाग-2

बरल7

दस्त क्रमांक:253/2021

छायाचित्र

दस्त क्रमांक :वरल7/253/2021 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पत्ता अन् ऋ.

> नाव:इंक्लाइन रियाल्टी प्रा. लि. चे अँथो. सिग्नेटरी दिपाली ढोले व निलेश टॅक दोघांतर्फे मुखत्यार वैभवी भट्ट पत्ता:प्लॉट नं: ऑफिस , माळा नं: 3 रा मजला , इमारतीचे नाव: कॉमर्झ ओवेरॉय गार्डन सिटी, ब्लॉक नं: गोरेगाव पु. मुंबई , रोड नं: ऑफ वेस्टर्न एक्सप्रेस हायवे , महाराष्ट्र, MUMBAI.

पॅन नंबर:AADCI5238A नाव:दीपक कुमार बापना पत्ता:प्लॉट नं: सदिनका क्र. ई-0304, माळा नं: -, इमारतीचे नाव: मारीगोल्ड, बॅल्ली ऑफ फ्लॉबर्स , ब्लॉक नं: ठाकूर विलेज, कांदिवली पु. मुंबई , रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AIDPB8824A

पक्षकाराचा प्रकार

लिहून देणार वय :-27 स्वाक्षरी:-

लिहर्न घेणार वय:-39 स्वाक्षरी:-





अंगठ्याचा दसा



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वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क.3 ची वेळ:15 / 01 / 2021 10 : 51 : 30 AM

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची औ<mark>ळख पटविं</mark>तात

अनुक्र, पक्षकाराचे नाव व पत्ता

नाव:रवि जयवंत भालेराव वय:38 पत्ता:17-बी मागर टॉवर एस व्ही रोड जोगेश्वरी प. मुंबई पिन कोड:400102

म्दाक्षरी









पत्ता:17-वी सागर टॉवर एस व्ही रोड जोगेश्वरी प्रमुंबई पिन कोड:400102

शिक्का क्र.4 ची वेळ:15 / 01 / 2021 10:52;02 AM

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नाव:मंदार उदय येसवारे

वय:22

प्रमाणित करण्यात येते की, या .पू.....पाने आहेत दस्तामाध्ये एकूण..अ

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पुस्तक क्रमांक १ क्रमांक.

बरल - ७/

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2		DHC		1201202114752	2009 পাত	द्याम <del>१</del> २५ <b>पुबद</b> ्	1201202414752D	15/01/2021
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