

318/1299

पावती

Original/Duplicate

Thursday, February 21, 2019

नोंदणी क्र. :39म

3:02 PM

Regn.:39M

पावती क्र.: 1621 दिनांक: 21/02/2019

गावाचे नाव: लोअर परेल  
दस्तऐवजाचा अनुक्रमांक: बबई-1-1299-2019  
दस्तऐवजाचा प्रकार : करारनामा  
सादर करणाऱ्याचे नाव: कौशल कुमार मोदी

नोंदणी फी रु. 30000.00  
दस्त हाताळणी फी रु. 2480.00  
पृष्ठांची संख्या: 124

एकूण: रु. 32480.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे  
3:21 P.M ह्या वेळेस मिळेल.

दुय्यम निबंधक, मुंबई-1

बाजार मुल्य: रु.61528951 /-  
गोबदला रु.106919680/-  
भरलेले मुद्रांक शुल्क : रु. 6417000/-

सह दुय्यम निबंधक  
मुंबई शहर क्र. १

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-  
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH012117624201819S दिनांक: 21/02/2019  
बँकेचे नाव व पत्ता: IDBI
- 2) देयकाचा प्रकार: By Cash रक्कम: रु 2480/-







22/02/2019

सूची क्र.2

दुय्यम निबंधक : दु.नि.मुंबई शहर 1

दस्त क्रमांक : 1299/2019

नोंदणी :

Regn:63m

गावाचे नाव : लोअर परेल

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	106919680
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	61528951
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: फ्लॅट नं. ए 2507, माळा नं: 25 वी लेवल, इमारतीचे नाव: ए विंग,इंडियाबुल्स ब्लू, ब्लॉक नं: गणपतराव कदम मार्ग,भारत मिल, रोड नं: लोअर परेल,मुंबई - 400013, इतर माहिती: सोबत 3 कव्हर्ड कारपार्किंग स्पेस सहित. (( C.T.S. Number : 131, 132 and 1/132 ; ))
(5) क्षेत्रफळ	1) 1715.78 चौ.फूट
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-इंडियाबुल्स इन्फ्रास्ट्रेट लिमिटेड तर्फे ऑथोराईज सिग्रेटरी सुशील पटनी वय:-48; पत्ता:-प्लॉट नं: एम 62/63, माळा नं: 1 ला मजला , इमारतीचे नाव: कन्नॉट प्लेस, ब्लॉक नं: न्यू दिल्ली , रोड नं: -, दिल्ली, CENTRAL DELHI. पिन कोड:-110001 पॅन नं:-AABCI6196D
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-कौशल कुमार मोदी वय:-39; पत्ता:-फ्लॅट नं. 17 ए, -, मानेक, एल डी रूपारेल मार्ग, नेपीयनसी रोड, मालाबार हिल, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400006 पॅन नं:-AFJPM2298G 2): नाव:-निधी कौशल मोदी वय:-26; पत्ता:-प्लॉट नं: फ्लॅट नं. 17 ए, माळा नं: -, इमारतीचे नाव: मानेक, ब्लॉक नं: एल.डी. रूपारेल मार्ग, रोड नं: नेपीयनसी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400006 पॅन नं:-CTYPM3130J
(9) दस्तऐवज करुन दिल्याचा दिनांक	20/02/2019
(10)दस्त नोंदणी केल्याचा दिनांक	21/02/2019
(11)अनुक्रमांक,खंड व पृष्ठ	1299/2019
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	6417000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



संगणक खरी प्रब,

सह दुय्यम निबंधक  
मुंबई शहर क्र. ९

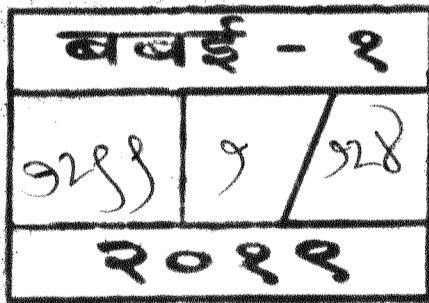




मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	20190220579			20 February 2019, 11:12:53 AM	
मूल्यांकनाचे वर्ष	2018				
जिल्हा	मुंबई(मेन)				
मुख्य विभाग	12-लोअर परेल डिव्हिजन				
उप मुख्य विभाग	12/91 E भूभाग : उत्तरेस गणपतराव कदम मार्ग, दक्षिण पूर्वेस पश्चिम रेल्वे लाईन, पश्चिमेस डॉ इ गोजेस रोड यामधील त्रिकाणाकृती भूभाग				
सर्व्हे नंबर/न. भू क्रमांक :	सि.टी.एस. नंबर#131				
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	गोजमापनाचे एकक
127900	279400	307300	344600	279400	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र(Built Up)-	175.41चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वंश-	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर	Rs. 279400
उद्दवाहन सुविधा-	आहे	मजला	21st floor To 30th floor		
प्रकल्पाचे क्षेत्र-	2 to 10 hector				
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
<b>(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर</b> = ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 % )					
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs.293370/-				
<b>मजला निहाय घट/वाढ</b> = 115% apply to rate = Rs.337376/-					
<b>घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर</b> = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर					
= ( ( 337376-127900 ) * ( 100 / 100 ) ) + 127900 )					
= Rs.337376/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 337376 * 175.41				
	= Rs.59179124.16/-				
E) बंदिस्त वाहन तळाचे क्षेत्र	27.88चौरस मीटर				
बंदिस्त वाहन तळाचे मूल्य	= 27.88 * ( 337376 * 25 / 100 )				
	= Rs.2351510.72/-				
<b>एकत्रित अंतिम मूल्य</b>					
मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + भेड्ढेनाईन मजला क्षेत्र मूल्य + लगतच्या गळीचे मूल्य + वरील गळीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी					
= A + B + C + D + E + F + G + H + I					
= 59179124.16 + 0 + 0 + 0 + 2351510.72 + 0 + 0 + 0 + 0					
=Rs.61530634.88/-					

Home

Print



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**Data of ESBTR for GRN MH012117624201819S**  
**Bank - IDBI BANK**

Bank/Branch : IBKL - 6910635/Prabhadevi  
 Stationary No : 16246021048177  
 Pmt Txn id : 203223285  
 Print DtTime : 20/02/2019 09:21:40  
 Pmt DtTime : 20/02/2019 09:20:57  
 GRAS GRN : MH012117624201819S  
 ChallanIdNo : 69103332019022050034  
 GRN Date : 20/02/2019 09:20:58  
 District : 7101 / MUMBAI  
 Office Name : IGR182 / BOM1\_MUMBAI CITY 1 SUB REGISTRAR

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)  
 StDuty Amt : Rs 64,17,000.00/- (Rs Sixty Four Lakh Seventeen Thousand Rupees Only)

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

**Only for verification not to be printed and used**

Article : B25  
 Prop Mvblty : Immovable  
 Consideration : 10,69,19,680.00/-  
 Prop Descr : FLAT NO A 250725TH LEVELINDIABULLS BLUGANPATRAO KADAM , MARGBHARAT MILLMUMBAI  
 : Maharashtra  
 : 400013  
 Duty Payer : PAN-AFJPM2298G KAUSHAL KUMAR MODI  
 Other Party : PAN-AABC16196D INDIABULLS INFRAESTATE LIMITED

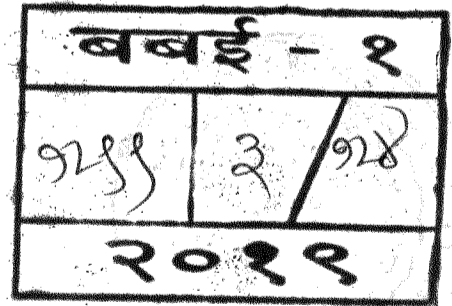
Bank Scroll No : 100  
 Bank Scroll Date : 21/02/2019  
 RBI Credit Date : --  
 Mobile Number : 919820644954



**Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-318-1299	0006787010201819	21/02/2019-14:59:39	IGR182	30000.00
2	(iS)-318-1299	0006787010201819	21/02/2019-14:59:39	IGR182	6417000.00
<b>Total Defacement Amount</b>					<b>64,47,000.00</b>

*Handwritten signatures and initials.*



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महाराष्ट्र शासन  
 GOVERNMENT OF MAHARASHTRA  
 ई-सुरक्षित बैंक व कोषागार पावती  
 e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16246021048177

Bank/Branch: IBKL - 6910635/Prabhadevi  
 Pmt Txn id : 203223285  
 Pmt DtTime : 20-FEB-2019@09:20:57  
 ChallanIdNo: 69103332019022050034  
 District : 7101-MUMBAI

Stationery No: 16246021048177  
 Print DtTime : 20-FEB-2019 09:21:40  
 GRAS GRN : MH012117624201819S  
 Office Name : IGR182-BOM1\_MUMBAI CITY  
 GRN Date : 20-Feb-2019@09:20:58

StDuty Schm: 0030045501-75/STAMP DUTY  
 StDuty Amt : R 64,17,000/- (Rs Six Four, One Seven, Zero Zero Zero only)

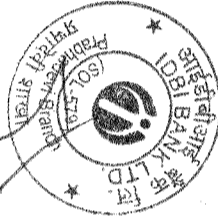
RgnFee Schm: 0030063301-70/Registration Fees  
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25-Agreement to sell/Transfer/Assignment  
 Prop Mvblty: Immovable Consideration: R 10,69,19,680/-  
 Prop Descr : FLAT NO A 2507,25TH LEVEL, INDIABULLS BLU, GANPATRAO KADAM, MARG, BHARA  
 T MILL, MUMBAI, Maharashtra, 400013  
 Duty Payer: PAN-AFJPM2298G, KAUSHAL KUMAR MODI

Other Party: PAN-AABCI6196D, INDIABULLS INFRAESTATE LIMITED

Bank official1 Name & Signature

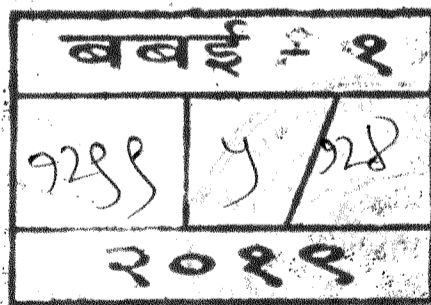
*Shweta Kumari*



Bank official2 Name & Signature

--- Space for customer/office use --- Please write below this line ---

*Shweta Kumari*



e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

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**AGREEMENT FOR SALE**

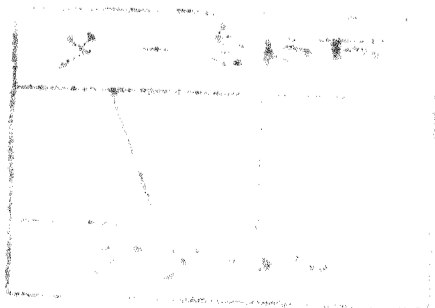
THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai this 20 day of FEB, 2019 AMONGST:

INDIABULLS INFRAESTATE LIMITED, a company incorporated and registered under the Companies Act 1956 having its registered office at M-62&63, 1st Floor, Connaught Place, New Delhi- 110001 hereinafter referred as "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the First Part.

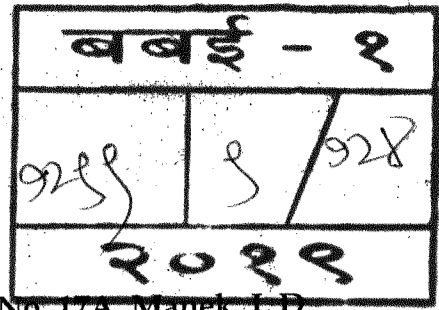
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Mr. Kaushal Kumar Modi having address at Flat No. 17A, Manek, L.D.

Ruparel Marg, Nepeansea Road, Mumbai-400006

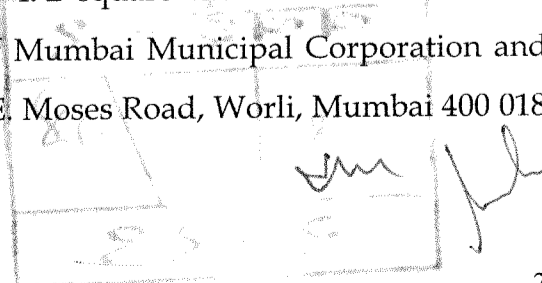
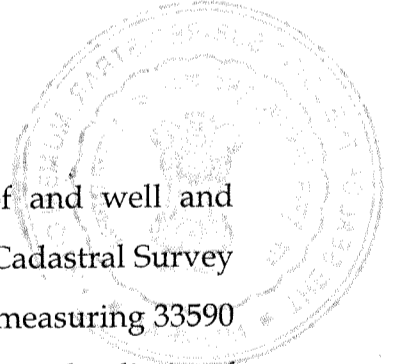
Mrs. Nidhi Kaushal Modi having address at Flat No. 17A, Manek, L.D.

Ruparel Marg, Nepeansea Road, Mumbai-400006

hereinafter referred to as the "Purchaser/Allottee" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual/s his/her/their heirs, executors administrators and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last surviving Partner and permitted assigns / in case of a body corporate / company, its successors and permitted assigns / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the **Second Part**;

**WHEREAS:**

A) The Promoter owns and is, seized and possessed of and well and sufficiently entitled to all that piece and parcel of land bearing Cadastral Survey Number 131 and Cadastral Survey Number 132 collectively admeasuring 33590 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 ("the First Land"), an undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4454.14 square meters or thereabout situated at Ganpatrao Kadam Marg, Mumbai 400 013 ("the Second Land") and City Survey Number 133 (Pt) admeasuring 472 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Dr. E. Moses Road, Worli, Mumbai 400 018



(“the Third Land”) and more particularly described in the First Schedule hereunder written. Further, the Promoter has sole and exclusive right to develop Cadastral Survey Nos.128 admeasuring 4191.50 sq. mtrs. , Cadastral Survey No. 129 admeasuring 1337.79 sq. mtrs. and Cadastral Survey Number 130 admeasuring 2280.95 sq. mtrs. or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in ‘G’ South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 in aggregate admeasuring 7810.24 square meters or thereabouts (“the Fourth Land”) and more particularly described in the Second Schedule hereunder written. The First Schedule Property and Second Schedule Property are hereinafter collectively referred to as “the said Property/Land”). The common layout plan for development of the said Property/ Land is hereto annexed as **Annexure”A”**.

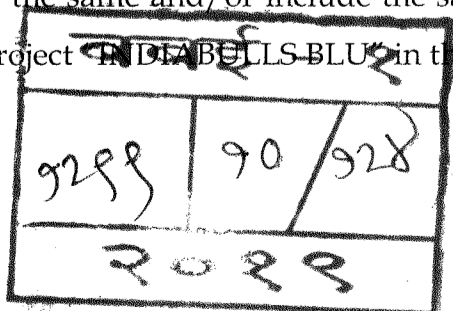
B) A certificate of title issued by Wadia Ghandy & Co., Advocate & Solicitors in respect of the said Property together with the copy of the Property Register Cards in respect of the said Property is hereto annexed and marked as **Annexures “A-1”**;

C) The Promoter is in possession of the said Property and propose to construct buildings on the said Property in a phase wise manner as per the plans approved or to be approved by the concerned authority with such amendments & alterations as may be permitted by the authorities concerned;



The Promoter intend that the whole of the development to be undertaken by them in relation to the said Property as also adjoining Properties, may, be known as “**INDIABULLS BLU**” (“the said Project”);

The Promoter by themselves or through or with their nominees or associate or group sister concern/s are entitled to, have acquired and/or propose to acquire and/or develop nearby lands/properties which are contiguous, adjacent and/or adjoining the said Property and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said Property and/or sub divide the same and/or include the same in the scheme of development of the said Project **INDIABULLS-BLU** in the manner as they may deem fit;



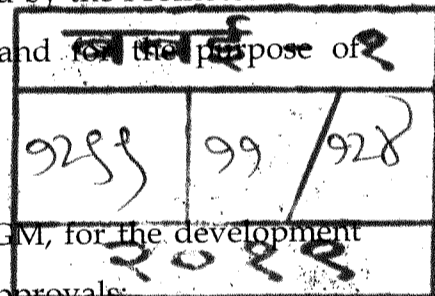
F) In view of the aforesaid, reference to the said Property and the INDIABULLS BLU Project or the said Project in this Agreement, shall be deemed to mean and include the development of the nearby contiguous, adjacent and adjoining lands and properties acquired / may be acquired in future and construction thereon wherever the context so permits or requires as part of the said Project;

G) The Promoter has appointed Spaceage Consultants, the Licensed Surveyor who is duly registered with the Municipal Corporation for Greater Mumbai ("MCGM") in connection with the construction of the building on the said Property (hereinafter referred as the "Architect/Licensed Surveyor");

H) The Promoter has also appointed Thornton Tomasetti Inc., as Structural Engineers for providing the structural designs and drawings of the said Building (as defined hereinafter);

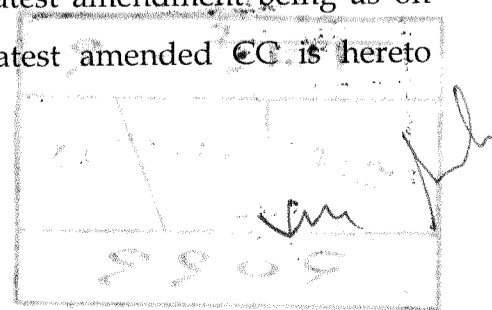
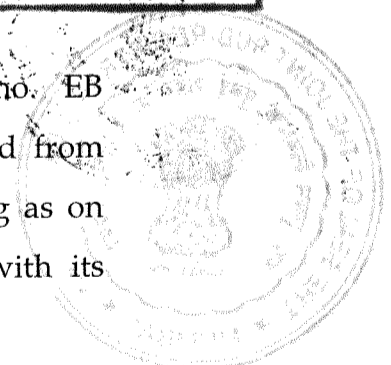
I) The Purchaser has accepted the professional supervision of the Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Property and for the purpose of construction and completion of the said Building;

J) The Promoter had submitted plans to the MCGM, for the development of the said Property and have received the following approvals:



(i) Intimation of Disapproval ("IOD") bearing no. EB /5918/GS/A dated 25th July, 2011 which was amended from time to time by MCGM and the latest amendment being as on 10.07.2013. A copy of the Intimation of Disapproval with its amendments is hereto annexed as **Annexure "B"**;

Commencement Certificate ("CC") bearing no. EB /5918/GS/A dated 20/3/2012 which was amended from time to time by MCGM and the latest amendment being as on 30th July 2018. A copy of the latest amended CC is hereto annexed as **Annexure-"C"**;



(iii) Plan of the Layout as approved by the MCGM, a copy of which is hereto annexed as **Annexure-“C-1”**

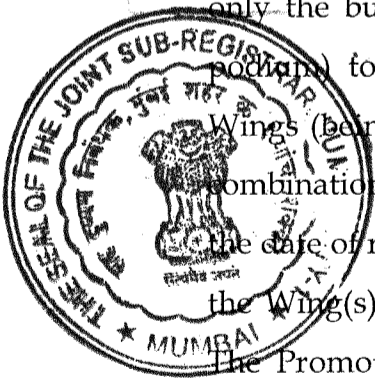
K) Accordingly, the Promoter has, inter-alia, commenced construction of a building being a high rise building having four wings namely “A”, “B”, “C” and one Wing “D” which is now proposed to be used for residential purposes (“the said Building”). The Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

L) This Agreement relates only to **Wing A** of the said Building which as per the current approved plan comprises of **49 levels (2B+G+46)** (hereinafter called “the said Wing”) and received Occupation Certificate. The habitable floors of the said Wing may be registered and developed, independent of the common areas and facilities of the Wing and/or Building and limited common areas and facilities that may be provided in the Project, in separate phase with separate timeline.

M) The said Wing is constructed on a part/portion of the Property as shown on the plan hereto annexed and marked as **Annexure “D”** (“Plan “A”) as surrounded by red coloured boundary lines;

N) The Purchaser(s) hereby acknowledge(s) and agree(s) that the said Wing is part of layout development and as such the Promoter would be conveying only the built-up area of the said Wing or Wings (except the basement and podium) to the organization/association formed of the individual Wing or Wings (being either a co-operative society/condominium/limited company or combination of them), which shall not be later than 18 (Eighteen) months from the date of receipt of Occupation Certificate and handing over of all the Flats in the Wing(s) to respective purchasers of the Flats/Apartments in the Wing(s).

The Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the buildings and in the Project are sold/ allotted and after full development of the said entire Project comprising of various buildings is completed by utilising the full F.S.I. of the said entire land and other



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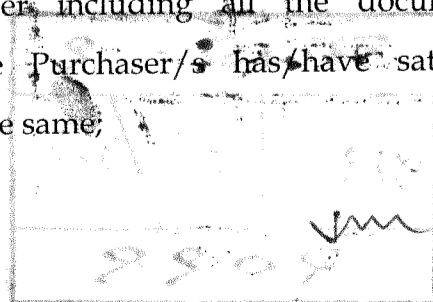
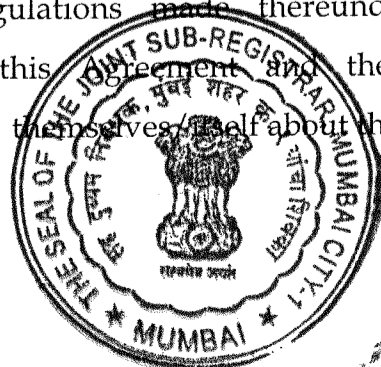
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surrounding plots/lands that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities (excluding the Buildings/Wings Conveyance) by obtaining or executing the necessary conveyance of the said Project land.

O) The Promoter has sole and exclusive right to sell the Apartments in the said Wing and buildings constructed/ to be constructed by the Promoter on the said Property and to enter into Agreement/s with the allottee(s) of the Apartments to receive the sale consideration in respect thereof;

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P) The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Property, the I.O.D., C.C., the sanctioned plans, O.C. and the proposed common layout development plan with adjoining lands/plots, designs and specifications of the said Flat/Apartment prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder, including all the documents mentioned in this Agreement and the Purchaser/s has/have satisfied himself/herself/ themselves/self about the same;

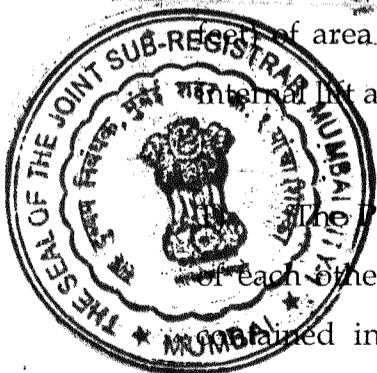


Q) The Purchaser/s hereby agree and confirm with the Promoter that the Promoter and/or their nominees or assignees shall have right to use and enjoy at all times (even after the conveyance of the said Wings, Buildings or Property) all the facilities that may be finally provided by the Promoter including common pathways, recreation facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity - cables, electrical meters and "panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as "the said infrastructure/common facilities");

R) The Promoter is required to deposit the consideration of the said Apartment into the designated account opened by the Promoter with the bank/financial institutions and the Promoter confirms that he will adhere to the terms, rules and regulations and will deposit the collection of the consideration amount into the designated account.

S) The Purchaser is desirous of purchasing a residential flat bearing No. A-2507 admeasuring 159.40 square meters of Carpet Area i.e. 1715.78 square feet of carpet area or thereabouts, on the 25th Level of the A Wing of the said Building which includes the benefit of 3(Three) Covered no. of car parks ("the said Flat/Apartment") on the terms and conditions and the consideration specified hereinafter. Apart from Carpet Area, the Purchaser will have exclusive right to use \_\_\_\_\_ square meters (equivalent to \_\_\_\_\_ square \_\_\_\_\_ of area within the Apartment which includes balcony, internal staircase, internal lift and terrace if any.

The parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s), having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement, and after



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being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said Wing and the said Building, is/are desirous of purchasing from the Promoter the said Flat/Apartment on the terms and conditions and the consideration specified hereinafter;

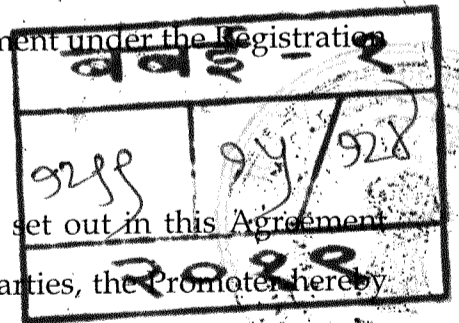
U) Prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. 1,05,85,048 /- (Rupees One Crore Five Lakh(s) Eighty Five Thousand and Forty Eight Only) and at the time of execution the purchaser/s has paid to the promoter a sum of Rs. 5,35,66,760/- (Rupees Five Crore Thirty Five Lakh(s) Sixty Six Thousand Seven Hundred and Sixty Only) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

V) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. P51900000469 hereto annexed as **Annexure "I"**.

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

X) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment with 3(Three) Covered no. of parking space.

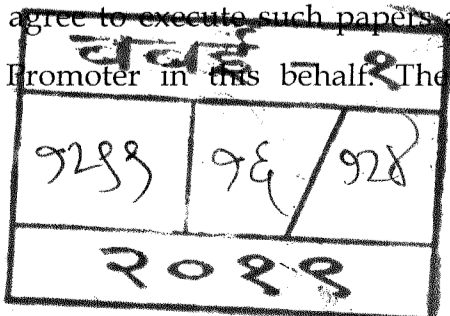
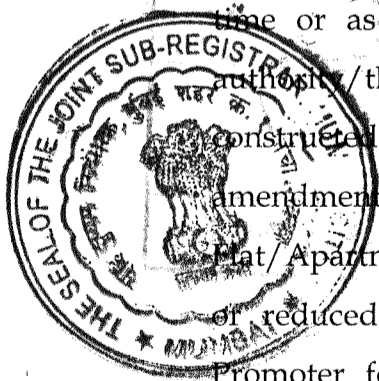
Y) The Promoter is required to deposit all the consideration received and/or receivable in respect of the said Flat in compliance of the provision of RERA and the Promoter confirms that it will adhere to this provision of RERA.



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

1. In this Agreement, unless another intention is stated;
  - (i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement.
  - (ii) the singular includes the plural and vice versa;
  - (iii) Reference to a particular gender does not exclude the other gender;

2. The Promoter has constructed/ shall construct the said Wing and/or Building(s) on the said Property in accordance with the approved plans, specifications, designs and elevations as approved/altered/amended by MCGM/concerned local authority from time to time. Prior to the execution of these presents, the Promoter has given the Purchaser/s an express notice of the rights reserved and retained by the Promoter for themselves as well as for their nominees and assigns. The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations including but not limited to increase in number of Levels in particular wing/Building as the Promoter may consider necessary or expedient for implementation of IDS or for the purpose of usage of TDR or any other Scheme or Project formulated/floated at present or in future by Central / Stage Government or MCGM or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the buildings to be constructed thereon or any of them provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said flat/ Apartment agreed to be purchased by the Purchaser/s will not be affected or reduced. The Purchaser/s hereby accord their specific consent to the Promoter for carrying out the said amendments, alteration, modifications and/or variations and/or to increase the number of Levels in particular wing and agree to execute such papers and documents as may be requested for by the Promoter in this behalf. The Purchaser/s hereby accord their further





specific consent to the Promoter for constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the Collector or the MCGM or other authorities concerned on the said Property. The Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Flat/ Apartment agreed to be purchased by the Purchaser/s is not reduced.

3. The Purchaser/s hereby agree to purchase from the Promoter and the Promoter hereby agrees, subject to the terms and conditions herein, to sell to the Purchaser/s, a Residential Apartment bearing No. A-2507 admeasuring 159.40 square meters of carpet area (in bare-shell condition prior to application of any finishes /finishing material) equivalent to 1715.78 square feet of carpet area or thereabouts (hereinafter referred to as "the said Flat/ the said Premises") on the 25<sup>th</sup> Level of Wing **A** as indicated on the said Floor Plan hereto annexed and marked **Annexure "E"** and thereon shown surrounded by red coloured boundary lines which includes the benefit of **3(Three) Covered** no. of car parks to be situated at ----- Basement and/or stilt and/or ----- podium being constructed in the layout on the terms and conditions and for the consideration specified hereinafter.

Apart from Carpet Area, the Purchaser will have exclusive right to use ----- square meters (equivalent to ----- square feet) of area within the Apartment which includes balcony, internal staircase, internal lift and terrace if any.

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4. The carpet area of the said Flat shall be as per the approved plans and may change as a result of physical variations due to filing, ledges, plaster skirting, RCC column etc. The Purchaser/s agrees that the carpet area of the said Flat shall be subject to the variation being an increase and/or decrease of 2% (two per cent) on account of structural design and construction variations and in such event the Purchaser/s shall not object to the same.

5. The Purchaser/s agree that the car parking spaces that may be



allocated to it/them by the Promoter may be developed under independent Phase and used by it/them in accordance with the terms and conditions imposed by the said Organisation and/or the Apex/Federal Organisation from time to time. The location of the car parking space will be finalised at the time of handing over possession of the said Flat to the Purchaser. The Purchaser acknowledges that the said Flat and the car parking spaces referred above, subject to confirmation of allotment, shall be held by the Purchaser as one composite unit and the Purchaser shall not be entitled to transfer the use and enjoyment of any one without the other.

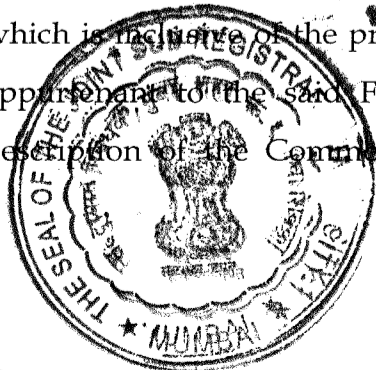
6. The fixtures, fittings and amenities to be provided by the Promoter in the said Wing and the said Flat hereby agreed to be sold are those that are set out in **Annexure "F"** annexed hereto. The Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, Promoter shall be entitled to change the fixtures, fittings and amenities to be provided in the said Flat. In such circumstances, Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/on time the possession of the said Flat/ said Premises to the Purchaser/s as agreed under this Agreement. The fixtures, fittings and amenities are being provided by the Promoter in the said Flat free of cost and the Purchaser/s agrees not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Promoter.

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In consideration of Promoter agreeing to sell the said Flat along with the benefit of Car Park as abovementioned to the Purchaser/s, the Purchaser/s agrees to pay to the Promoter a sum of

**Rs. 10,69,19,680/- (Rupees Ten Crore Sixty Nine Lakh(s) Nineteen Thousand Six Hundred and Eighty Only)** (hereinafter referred to as the 'Purchase Price'),

which is inclusive of the proportionate price of the common area and facilities appurtenant to the said Flat within the said Wing, the nature, extent and description of the Common/Limited common areas and facilities are more



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particularly described in the Third Schedule hereunder written..

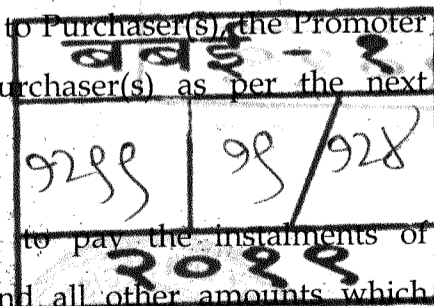
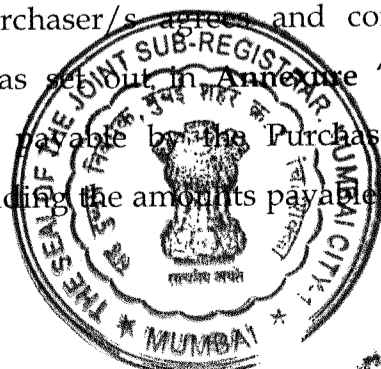
The Purchaser(s) has paid on or before execution of this agreement a sum of Rs. 1,05,85,048 /- (Rupees One Crore Five Lakh(s) Eighty Five Thousand and Forty Eight Only) as advance payment or application fee and hereby agrees to pay the balance consideration amount in the manner provided in Annexure "G" hereof, time being the essence of contract.

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

9. The Total Price is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, cess or taxes which may be levied or imposed by the competent authority, Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser(s) for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s).

10. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Promoter shall refund the excess money paid by Purchaser(s) within forty-five days with annual interest at the State Bank of India highest marginal cost of Lending Rate +2%, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Promoter shall demand additional amount from the Purchaser(s) as per the next milestone of the Payment Plan.

11. The Purchaser/s agree and confirms to pay the instalments of Purchase Price as set out in Annexure "G" and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement including the amounts payable in terms of clause 22 below, by way



of Account Payee cheque / demand draft / pay order payable to the Promoter at Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of "Indiabulls Infraestate Limited" or such other name as may be intimated in writing by Promoter to the Purchaser/s. The Purchaser/s undertakes that all cheques given by the Purchaser/s representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation. Promoter hereby confirms that the entire Purchase Price to be received for the said Flat will be deposited in compliance of the provision of RERA.

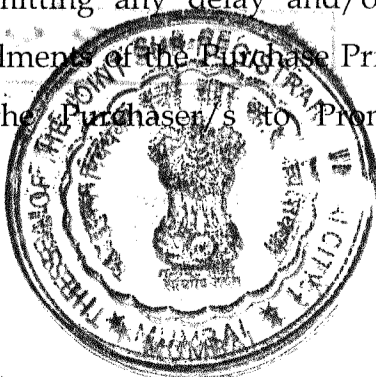
12. The Purchaser/s undertake to pay all instalments of the Purchase Price and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement, without any delay or default, within a period of 15 (fifteen) days of a demand letter in respect of such payments being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

13. The Purchaser/s further agree and undertake to accept and not dispute the certificate of the stage of completion of the said Wing as set out in the demand letter issued by Promoter by any other person for and on behalf of Promoter, for raising a demand of the corresponding instalment of the Purchase Price and further undertake to pay the amounts mentioned in the said demand

letter within 15 (fifteen) days of said demand letter being sent to the Purchaser/s.

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14. Any default in payment of any of the instalments of the Purchase Price or of any of the amounts payable by the Purchaser under this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser/s of the terms of this Agreement. In the event of the Purchaser/s committing any delay and/or default in making payment of any of the instalments of the Purchase Price and/or of any other amount due or payable by the Purchaser/s to Promoter under this Agreement (including the



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Purchaser's proportionate share of additional Infrastructure cost/charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) on their respective due dates or of any of the terms and conditions herein contained, Promoter shall serve upon the Purchaser/s 15 (fifteen) days' notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser/s and calling upon the Purchaser/s to rectify the breach or breaches as specified in such notice. If the Purchaser fail to rectify such default or breaches within the said period of 15 (fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that it may have against the Purchaser/s in that behalf, be entitled to terminate this Agreement forthwith without any further reference to the Purchaser/s. Upon such termination, the Purchaser/s shall cease to have any right or interest in the said Flat/ Apartment or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement, said Act, or applicable law.

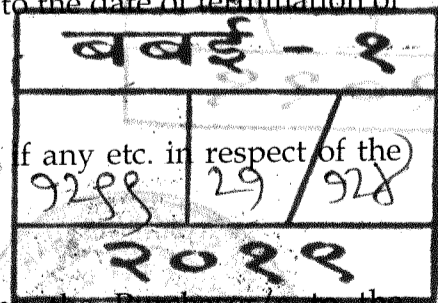
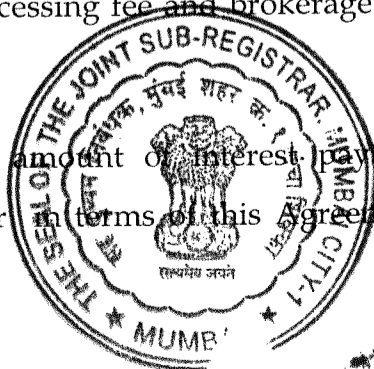
15. Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Flat/ Apartment to such person and at such price as the Promoter may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall refund to the Purchaser/s only the amount paid by the Purchaser/s (and not anything more than that) within a period of sixty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

(a) 15% of the Purchase Price (which is to stand forfeited to the IB Infraestate upon termination of this Agreement);

(b) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;

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

(d) the amount of interest payable by the Purchaser/s to the Promoter in terms of this Agreement from the dates of default in



payment till the date of termination as aforesaid;

(e) in the event of the resale price of the said Flat to a prospective purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and

(f) the costs incurred by the Promoter in finding a new buyer for the said Flat.

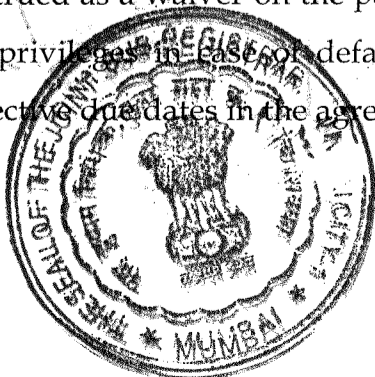
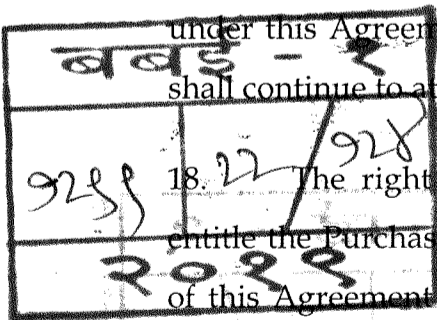
(g) Pre-EMI Interest, if any, paid by the Promoter to Banks/Financial Institution on behalf of Purchaser/s under particular Scheme.

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

16. Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Purchaser/s payment of the delayed installment/s of the Purchase Price or any other amounts payable by the Purchaser/s to the Promoter in terms of this Agreement on the Purchaser/s paying to the Promoter interest at the State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such installment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.

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

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



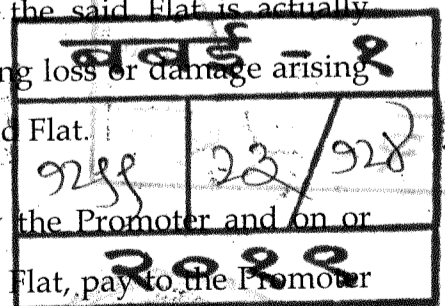
19. Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Flat/ Apartment agreed to be purchased by the Purchaser/s, in respect of any amount due and payable by the Purchaser/s to the Promoter or otherwise under the terms and conditions of this Agreement.

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

21. The Purchaser/s shall assume possession of the said Flat/ Apartment within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documentation. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Flat is ready for occupation, use and possession, the said Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat.

22. The Purchaser/s shall on demand made by the Promoter and on or before the handing over of the possession of the said Flat, pay to the Promoter the following amount in addition to the Purchase Price agreed to be paid by the Purchaser:-

(a) Rs. 0/- (Rupees Nil Only) towards legal cost, charges and



expenses, including professional cost of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the Organisation, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and cost of preparing & engrossing this Agreement

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

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

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

(e) Rs. 0/- (Rupees Nil Only) towards the said infrastructure Charges of the said Apartment.

(f) Rs. 0/- (Rupees Nil Only) for formation and registration of the said Organisation/Organizations;

(g) Rs. 0/- (Rupees Nil Only) for share money, application and entrance fee of the said Organisation / organisations or such other larger sum as may be required at the time.

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

(i) Rs. 4,87,080/- (Rupees Four Lakh(s) Eighty Seven Thousand and Eighty Only) towards 12 months advance monthly maintenance

(j) Rs. 0/- (Rupees Nil Only) towards Servants Midlanding

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23. In respect of the said infrastructure/common facilities, the Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 12 months from the date of offering possession of the said Apartment i.e. at the end of 12 months of advance monthly maintenance as per the prevailing rates of men and material



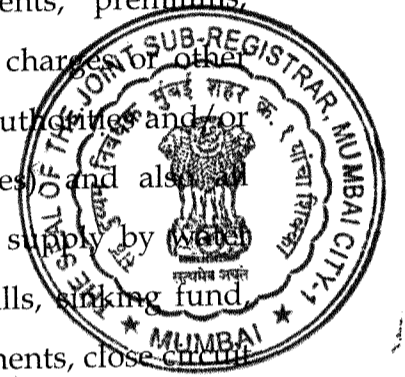
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for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis.

24. From the date of Promoter offering possession of the said Flat to the Purchaser/s, irrespective of the fact as to whether the Purchaser/s took actual/physical possession of the said Flat or not, be liable to bear and pay the outgoing or as the case may be proportionate share of outgoings in respect of the said Flat, the said Wing, the said Building, the said Property, and the said common areas and facilities and amenities and limited common areas and facilities and amenities therein, including but not limited to annual lease rent, ground rent, development charges, local taxes like Value added tax (VAT), LBT, Octroi etc, levies, service taxes, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other levies by the Corporation / concerned local authorities/ tax authorities and/or the Government (prospective and /or retrospective charges) and also outgoings with respect to water charges (including that for supply by water tankers and/or by boring), insurance, common electricity bills, sinking fund repairs, common staircase, lifts, sanitation, firefighting equipments, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Building/said Wing as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser/s. Until the said Organisation is formed and the management of the said Wing is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The decision of the Promoter and/or its nominated agency, as applicable, with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s. The Purchaser/s further agrees that until the outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Promoter such provisional monthly contribution of per month or such other sum of money as may be fixed by the Promoter from time to time taking in to consideration the facts and circumstances of the case at the relevant point of time. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest. Subject to the

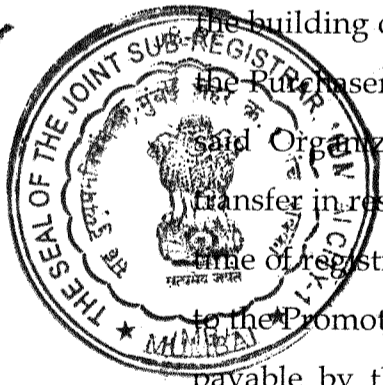


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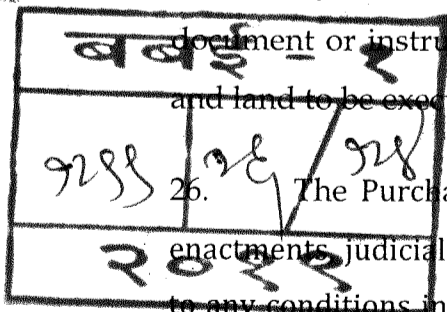
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provisions of said Act on such conveyance of the said Wing/Building/Property respectively being executed, the balance amounts, if any, in respect of the said common areas and facilities and amenities and the said infrastructure/common facilities shall be paid over by the Promoter to the said Organisation (*defined hereinafter*) of the said Wing and the Apex/ Federal Organisation/s (*defined hereinafter*). The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before 7<sup>th</sup> day of each month and shall not withhold the same for any reason whatsoever.

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



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



26. The Purchaser/s also agree that if due to any notifications, ordinances, enactments, judicial pronouncements or amendments in the existing laws, or due to any conditions in permissions /approvals/sanctions by statutory and/or other authorities for development of the said project, any additional infrastructure costs, taxes, levies, service tax, sales tax, vat, LBT, Octroi etc, or any other amounts/cost pertaining or relating to the construction of the said project or sale

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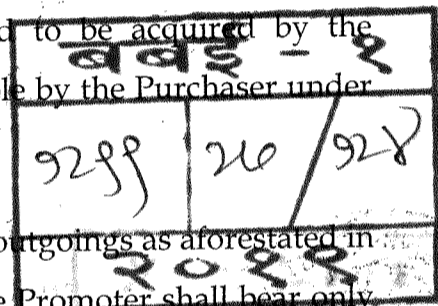
of the said Flat are levied and/or payable, and /or payable and /or incurred/to be incurred by their Promoter, prospectively or retrospectively, the same shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) days of such demand being made, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the payment thereof. The purchasers will also be liable to pay applicable Property Tax of their Apartment as soon as notified by the Promoter.

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

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

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

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



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

(c) The Purchaser (s) hereby irrevocably agrees and gives its express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the said Wing and/or Building and/or Wings in the Building for the aforesaid purpose or such other purpose as may be deemed fit by them or required by MCGM which shall not affect the Apartment agreed to be sold herein in any manner whatsoever. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser/s shall not raise any objection or cause any hindrance in the development/construction by the Promoter on any ground including but not limited to of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Flat or any other part of the said Building are affected, reduced or denied. The Purchaser/s hereby agree to give all the facilities and assistance that the Promoter may require from time to time so as to enable the Promoter to complete the development of the said Property in the manner that may be determined by the Promoter. It is expressly agreed by the parties hereto, that the Promoter is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit, the additional apartments that may be constructed by it as

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(d) Except in respect of the said Flat hereby agreed to be acquired by the Purchaser/s or the facility of car parking provided to him/her/it, the Purchaser/s shall have no claim whatsoever in any other apartments, terraces or car parking spaces in the said Building or in one identified tennis court exclusively reserved by the Promoter for itself, and in respect of which the Promoter will be entitled to create exclusive rights in favour of such apartments as it deems fit or in the said Property or any part thereof. It is further expressly agreed and understood by and between the Parties hereto that save and except the said Flat/Apartment and the right to use and enjoy Common areas and facilities in the Building, the Limited Common areas and facilities pertaining to the Flat

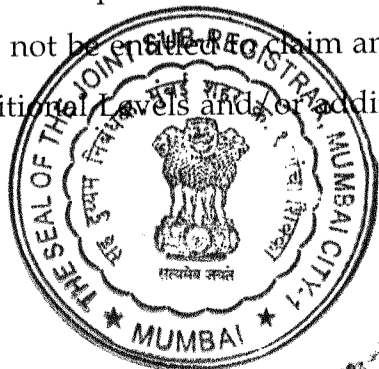


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and the Club Amenities and Facilities pursuant to the membership of the Club, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the Common areas and facilities or the Limited Common areas and facilities or the said infrastructure/ common areas and facilities or any part thereof and all open spaces and unallotted apartments and other spaces in the said Property and in the said Building will remain the property of the Promoter until the whole of the said Property and the said Building is transferred to the said Organisation and the said Organisation/s, as the case may be, that may be formed subject to the rights of the Promoters under this Agreement.

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(e) The Promoter has informed the Purchaser/s and the Purchaser/s is aware that, the Promoter may submit further plans, revised plans with respect to the said Building including the said Wing modifying and/or altering the sanctioned plans, as the case may be. The effect of such modified and/or altered plans may be that the said Building including the said Wing will consist of certain additional Levels over and above existing Levels as mentioned hereinabove proposed to be constructed as per the sanctioned plans or they may be modification in the layout or building plan provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Flat/Apartment agreed to be purchased by the Purchaser/s will not be reduced. The Purchaser/s hereby expressly consents to such additional construction of upper Levels and/or additional buildings and/or additional wings and/or variations/changes in the Wing/Building and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional Levels and/or additional buildings and/or additional wings and shall not be entitled to seek any benefit or concession including for any reduction in the Purchase Price and/or any of the amounts to be paid by the Purchaser/s under this Agreement and/or claim compensation or damages on any account whatsoever and/or shall not be entitled to claim any right of any nature whatsoever on such additional Levels and/or additional building and/or additional wings.



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

(a) that any terrace areas, one identified tennis court or open spaces whether on the top level of the said Building or on any other part of the said Building or the said Property shall always belong exclusively to the Promoter or allottees thereof or identified apartments and are intended for exclusive use of the Promoter or the allottees of the said space or the identified apartments.

(b) The Promoter shall also be entitled to allot the exclusive use of same and/or otherwise dispose of the same at their sole discretion. The Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace, one tennis court or open spaces by the Promoter or allottees of such terrace or the identified apartments and one tennis court nor entitled to use the same. The Purchaser/s or allottees of such tennis court and terrace or the identified apartments in whose favour exclusive rights are created shall be exclusively entitled to the use of the tennis court and/or terrace or open space sold and/or allotted to them and/or reserved for them.

(c) However, in the event of any water storage tank or the lift room or lift machinery is situate in any of the above mentioned terraces, where the exclusive use and enjoyment of such terrace is given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the said Organisation shall have a right of access through such terrace to the overhead water tank, lift-room, etc. and for their check-up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the said Organisation. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser or the said Organisation.

31. Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservation of the Promoter, the Promoter state that they intend to reserve a part or parts of the



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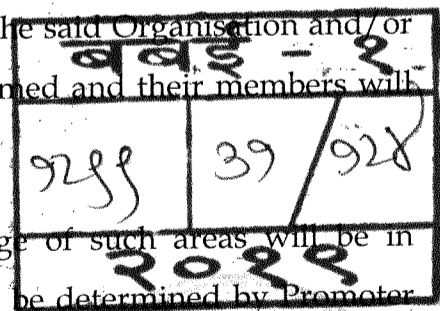
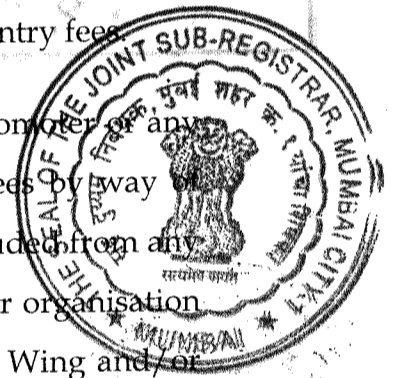
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plots of the said Property in the said Project ("Promoter's retained area"), for a Club House and other amenities, which area shall be developed independent of the said Wing and/or Building in independent phase(s) with separate timeline and remain as owned by the Promoter even after the conveyance of the said Property to the Apex/ Federal Organisation/s. The said Club House and the Promoter's retained area is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of apartments in the said Wing and/or the said Building and/or the said Project and the Promoter shall always remain the owners of such areas facilities, equipments and shall have full right to use, deal, transfer, and assume the complete management of such areas and on the Purchaser/s paying all the amounts due and payable under this Agreement and complying with the terms and conditions hereof and all other charges and deposits as may be specified by Promoter, one of the Purchaser/s shall be admitted to the membership of the Club House and pursuant to the said membership, the family members of the Purchaser/s residing in the Flat/Apartment will be entitled to use the Club amenities and facilities without payment of any extra charges or entry fees.

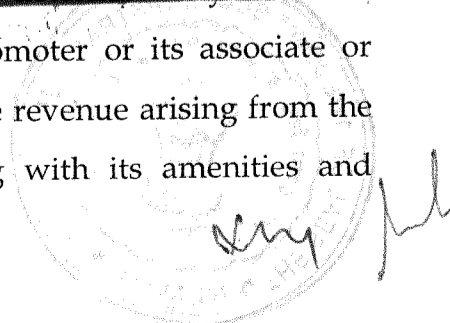
32. The said Club House shall either be managed by the Promoter or any of them or may be given by them to their nominees or assignees by way assignment, lease or otherwise. The said Club House will be excluded from any transfer thereof to any proposed co-operative society or any other organisation that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

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

34. The Purchaser/s further agree that usage of such areas will be in accordance with the terms and conditions as may be determined by Promoter and/or its nominees in its sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club House along with its amenities and



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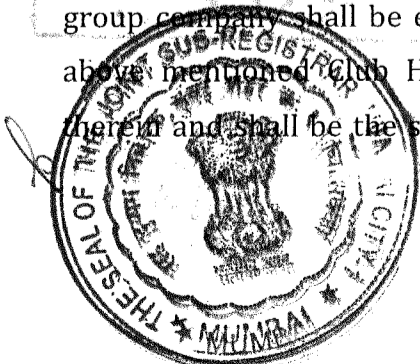
facilities available therein and it shall be the sole discretion of the Promoter to use the said Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser/s or the said Organisation/s and/or the Apex/Federal Body of Organisation shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever.

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

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member of the Club House on the same terms and conditions as applied to his/her predecessors.

36. If for any reason in law, the Promoter is not entitled to or is not considered to be or is not allowed to remain the owner of Promoter's Retained Area, then the Purchaser for himself/herself/itself and/or as a member of the Organisation to be formed, agrees and undertakes to do all acts that would be necessary including granting of perpetual lease or an irrevocable or any other grant of right as may be required by the Promoter for such Promoter's Retained Area in favour of the Promoter or its associate or affiliate or group company on an annual fee of Re 1 (Rupee One) and on such other terms and conditions including renewals, assignment etc. as may be advised by the Promoter to enable the Promoter and/or its assigns and nominee or any third party who shall be in the place of ownership and maintenance to use and enjoy the Promoter's Retained Area without any hindrance and reference or recourse to the Purchaser or the Association of all other occupiers / purchasers of apartments in the Building including the Organisation. The Promoter shall have exclusive right of Ownership of the Club House including the right to alienation, lease or mortgage of the Club House. The Purchaser further agrees that usage of such areas will be in accordance with the terms and conditions as may be determined by the Promoter and/or its nominees in its/their sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club House along with its amenities and facilities available therein and shall be the sole discretion of the Promoter to use the Club House in



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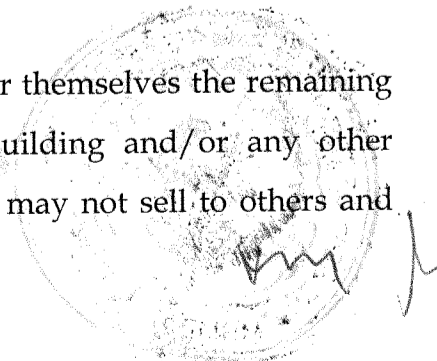


the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser or Organisation shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever. In consideration of the rights granted to the Purchaser under this Agreement, the Purchaser hereby irrevocably appoints the Promoter as its agent or attorney and authorizes the Promoter to do all such acts, deeds, matter things including execution of a perpetual lease and/or any other document as the Promoter may deem fit in its sole discretion to give effect to the understanding set out in this Agreement relating to Promoter's Retained Area and to present the said documents to the concerned registration office and admit execution of the said documents on behalf of the Purchaser.

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

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

39. The Promoter intends to and may retain for themselves the remaining apartments in the said Wing and/or the said Building and/or any other buildings to be constructed in the said Project and may not sell to others and



may let/lease out or give on leave and license basis, some or even substantial number of apartments in the said Wing and/ or the said Building or buildings, as the case may be. The Promoter shall not be liable to pay non occupancy charges thereof to the said Organisation and/or any other organisation/s;

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

said Building and/or the said Organisation and/or other organisation/s in respect of the displays

41. The Purchaser/s and the occupant/s of the other apartments in the

said Wing and/or the said Building and the said Organisation and/or any other organisation/s, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the limited common areas and facilities of the said Wing and/or the said Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser(s) expressly consent/s to the same.

42. The Promoter has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said Property and/or the said Wing and/or the said Building being constructed thereon or any part thereof and to receive and appropriate for their

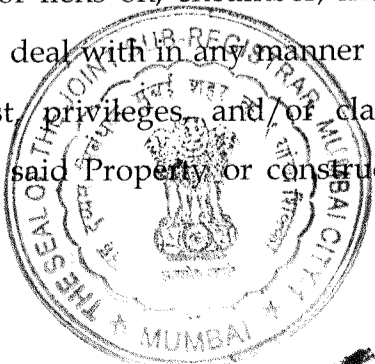


own use and benefit the fees, compensation or charges in respect thereof. The Purchaser/s shall not obstruct or interfere with the said rights of the Promoter in any manner whatsoever.

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

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

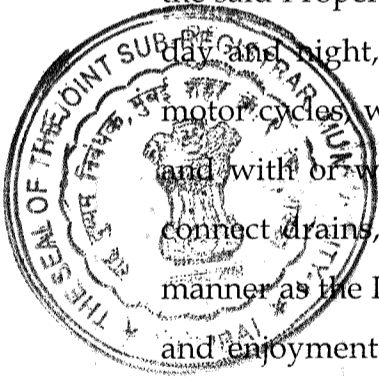
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parts thereof, without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoter all or any of the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

45. The Promoter reserves to themselves and to others authorized by them, the unfettered right to the full, free and complete right of way and means of access over, along and under all the accesses and the common right of way to the said Property and the said Building including the said Wing at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles of all descriptions, laden or unladen, and with or without vehicles, horses and other animals and also to lay and connect drains, pipes, cables and other amenities in the said Property in such manner as the Promoter may deem fit and necessary for the full and proper use and enjoyment of the said Property and the said Building including the said Wing and also the right to use in common with the Purchaser of apartments, and other spaces in the said Building, any recreational amenities and/or recreational areas which may be provided by the Promoter in respect of the said



Wing and/or the said Project, whether before or after the transfer of the said Property and said Wing to the said Organisation and the Apex/ Federal Organization/s respectively;

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46. Without prejudice to the generality of the above, the Promoter will be entitled to give right of way over the open space in the compound/podium in

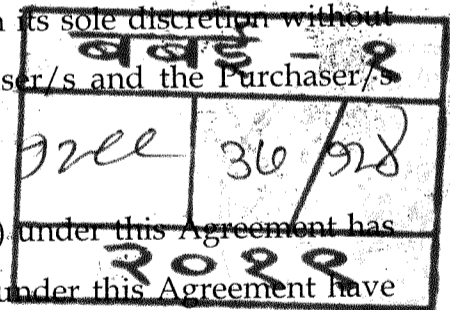
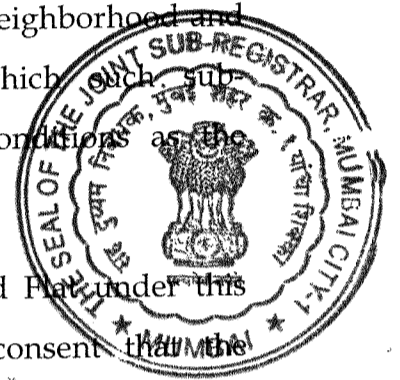
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the said Wing to the occupants of the other wings and buildings over the said Property and the Purchaser(s) and all other Purchaser(s) and the said Organisation when formed hereby agree and consent to the same and will raise no objection thereto and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

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

48. Subject to the rights of the Purchaser/s to the said Flat under this Agreement, the Purchaser/s agree and unconditionally consent that the Promoter or any of them shall with the prior written approval of the Authority have the right to transfer the ownership including the development rights in the said Property or any portion thereof and/or the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in its sole discretion without any intimation written or otherwise to the Purchaser/s and the Purchaser/s agree not to raise any objection in this regard.

49. Until all the obligations of the Purchaser(s) under this Agreement has been complied with and/or all payments payable under this Agreement have been paid by the Purchaser/s, and until the Promoter have executed conveyance of the the said Building/the said Wing in favour of the Organisation/s, the Purchaser/s agree that as and when they decide to sell their said Flat (or shares in the event a co-operative society/ company is formed), then in that event, the Purchaser shall first offer the same to the Promoter to purchase said Flat at the consideration mutually agreed between them. In the event of the Promoter refusing/ being unable to purchase the said Flat from the Purchaser(s), the Purchaser(s) shall be entitled to sell the same to any third party at a price not less than the price at which the said Flat was



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offered to be purchased by the Promoter. The Promoter may at its discretion permit such transfer, sale, grant or conveyance on such terms and conditions and subject to the following;

- (i) Payment of transfer charges of 15 % of the Total Price at which the said Flat is being sold to the prospective purchaser, till the time actual possession of the said Flat is handed over; and
- (ii) Payment of transfer charges at the rate of 3% of the Total Price at which the said Flat is being sold to the prospective purchaser, from the date of possession till completion of one year. And after completion of one year from the date of possession, transfer charges at the rate of 2% of the Total Price at which the said Flat is being sold to the prospective purchaser.

50. The Purchaser has been informed by the Promoters that the said Building consisting of Wing A, Wing B, Wing C and Wing D, is being developed and constructed in a phase-wise manner. There are certain common areas and facilities, which may be constructed by the Promoter for the exclusive use and benefit of the purchasers of the flat/premises in the other Wings. The Purchasers hereby agree that save and except the right to use to the Common areas and facilities in the said Wing as set out in the **Third Schedule** hereunder written, the Limited Common Area, if any, and the Amenities and facilities pursuant to the membership of the Club House, the Purchaser/s shall have no right/ title and/or interest or benefit or any right to use in respect of any other common areas and facilities and/or any amenities to be provided by the Promoters for the exclusive of the purchasers of the flat/premises in the other Wings or Buildings and/or any other persons.

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

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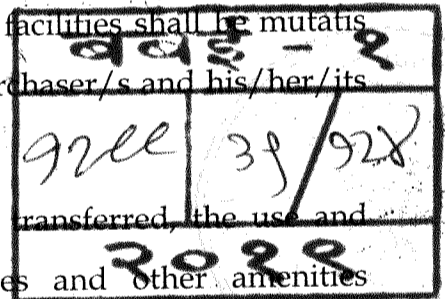
52. The Purchaser/s acknowledge that on account of the brand of "Indiabulls" being associated with the Project/Property, till the transfer of the said Property and the said Wing to the said Organisation and the Apex/Federal Organisation/, as the case may be, the Promoter reserve their right to appoint an agency for the provision of maintenance of the said Project and/or the common areas and facilities and the limited common areas and facilities to be provided to the purchasers of the Flats in the said Wing and/or the said Building and/or the Project including the said infrastructure/common facilities and/or any recreational facilities by having such arrangements/agreements with the said Organisation and/or the Apex/ Federal Organisation/s as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.

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

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

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

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



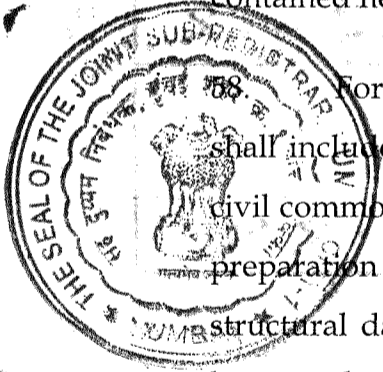
55. If the Purchaser/s desire to have additional/extra fittings and fixtures of his/her/its/their own choice to be provided in the said Apartment/Flat prior to the handover of the possession of the said Flat to the Purchaser/s, the Purchaser/s shall seek permission of the Promoter , which permission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

56. 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

57. Unless prevented by force majeure event/s, the Promoter will hand over possession of the said Flat/Apartment to the Purchaser/s on or before **31<sup>st</sup> December 2020** or such further period as may be agreed between the parties, subject to the Purchaser/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Flat as mentioned hereinabove and the Purchaser/s duly observing all the terms and conditions, contained herein.

For the purpose of this Agreement this expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter. The Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the possession of the said Flat is delayed on account of any of the force majeure event specified herein.

59. Upon possession of the said Flat being delivered to the Purchaser/s he/she/it/they shall have no claim against the Promoter in respect of any item of work in the said Flat, which has been carried out or completed. If within a



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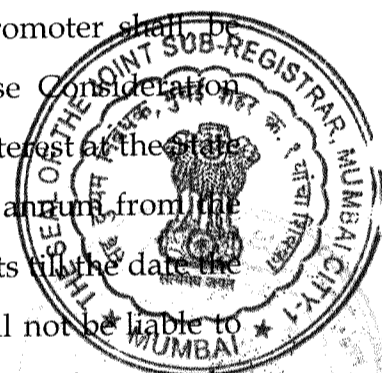


period of five years from the date of Occupation Certificate, the Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments are situated or any defects on account of workmanship, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

60. Nothing contained in these presents is intended to be construed to be grant, demise or assignment in law of the said Property or the said Building or any part thereof.

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

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62. If at any time before taking over possession of the said Apartment, the Purchaser/s is able to substantiate that the construction is not in accordance with the Sanctioned Plans then the Promoter shall have the option to either rectify such deviation or refund the amount of Purchase Price till then paid by the Purchaser(s) along with interest paid at the rate of State Bank of India highest marginal cost of Lending Rate +2% p.a per annum. In case of Promoter exercising its right to refund the amount of Purchase Price, the Purchaser/s shall execute and register the required documents including any Deed of Cancellation in respect of the said Flat. In the given circumstances, the Purchaser/s shall have no claim against the Promoter other than what is provided herein.

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

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

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

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

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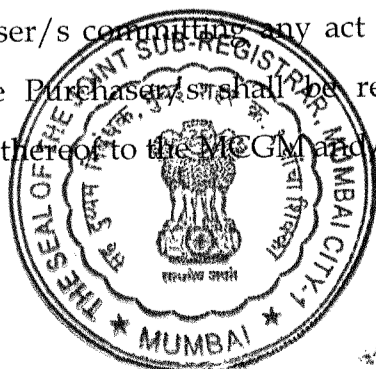
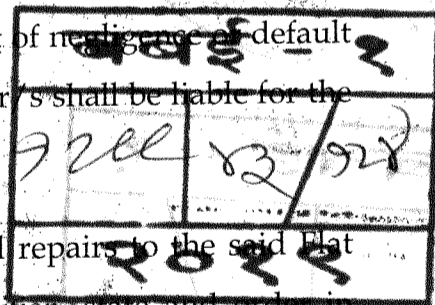
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c. Not to enclose and/ or misuse the said terrace at any time and keep indemnified the Promoter from any action, cost, charges and expenses that may be cause or suffered by the Promoter due to any action initiated by any person or authority for such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

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

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

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



g. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drain pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the said Organisation.

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

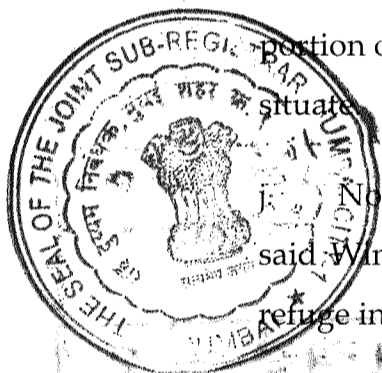
i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Wing in which the said Flat is situated

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

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

l. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, of the amounts due and payable in terms of this Agreement.

m. Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser has not been guilty of breach or non-observance of any of the terms



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and conditions of this Agreement and until the Purchaser has obtained the Promoter's prior consent in writing to the same till the formation of the said Organisation.

n. After the possession of the said Flat is handed over by the Promoter to the Purchaser and until the conveyance of the said Property and Wing is made to the Apex/ Federal Organisation/s and the said Organisation, as applicable, to permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and to make good, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.

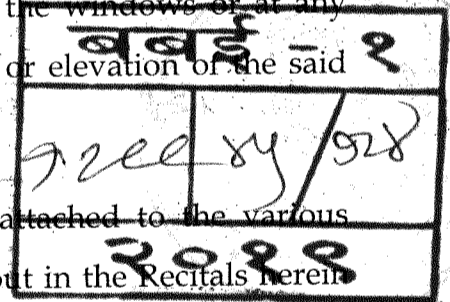
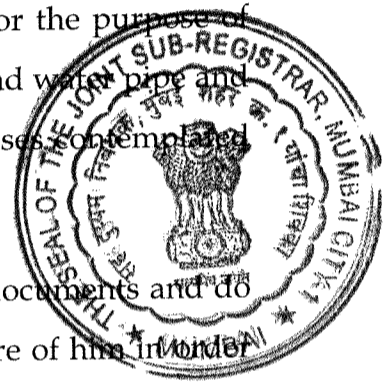
o. To sign all the necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him in order to become a member of the said Organisation of apartment holders to be formed as aforesaid.

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

q. To abide by the terms and conditions attached to the various sanctions/ permissions/ N.O.C./ Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.

r. Not to claim any right or interest in the top terraces of the Building or any portion thereof save and except the right of access, for the purpose of inspection, repairs and maintenance of the common utilities and services located on such top terrace.

s. To abide by the terms, conditions and stipulations/Regulations as may be prescribed or made applicable by the Promoter or Government of Maharashtra, or any statutory/public body or



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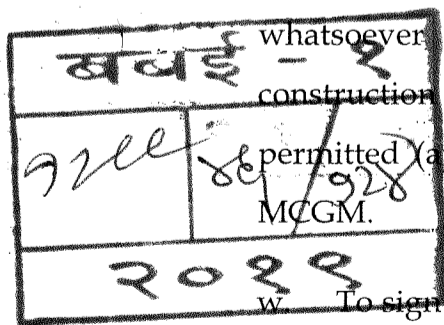
authority in respect of the said Property and/or building/premises standing thereon.

t. To observe and perform all the rules and regulations which the said Organisation and/or the Apex/ Federal Organisation/s may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Wing and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the MCGM and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organisation and/or the Apex/ Federal Organisation/s regarding the occupation and use of the said Flat in the said Wing and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Purchaser/s agree that the aforesaid amount to be collected from the Purchaser/s shall be collected and paid on an adhoc basis till all the Flats in the said Wing are sold and the quantum of taxes for each Flat is determined.



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

v. To maintain the external elevation of the said Wing in the same form as constructed by the Promoter and shall not in any manner



whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI, in the plans already approved by

w. To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time,

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

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

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

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

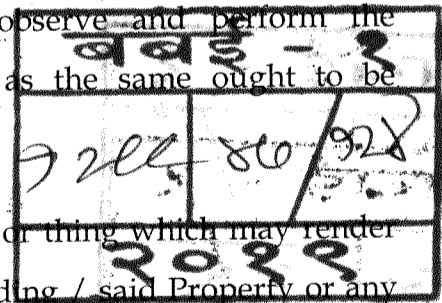
aa. To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the Promoter or the concerned authorities.

bb. To pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.

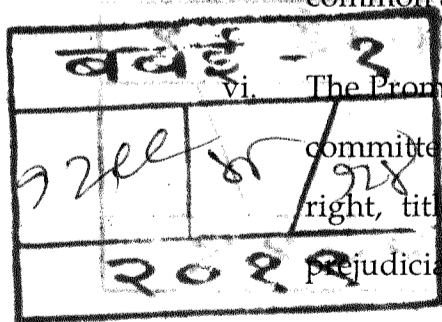
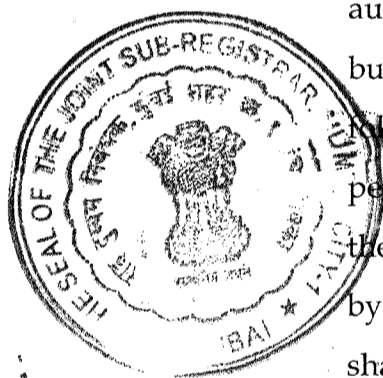
cc. to pay any amount/s required to be paid by the Promoter as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter .

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

65. The Promoter hereby represents and warrants to the Purchaser(s) as follows:



- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. As on date, there are no encumbrances upon the project land or the Project except those disclosed in the title report and the same is subject to Promoter's right reserved in this Agreement;
- iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following 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 Project, project land, Building/wing and common areas;



- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including

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the Project and said Apartment which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;

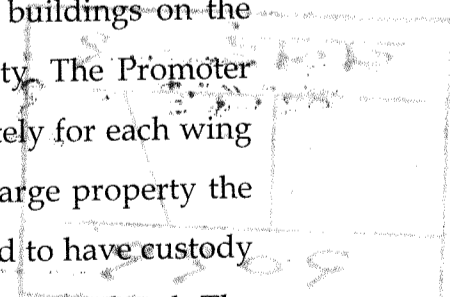
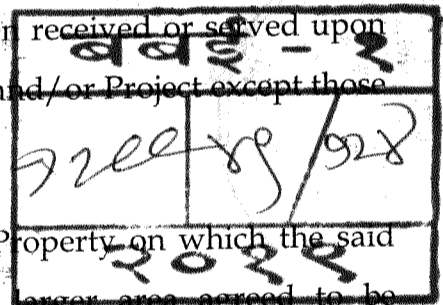
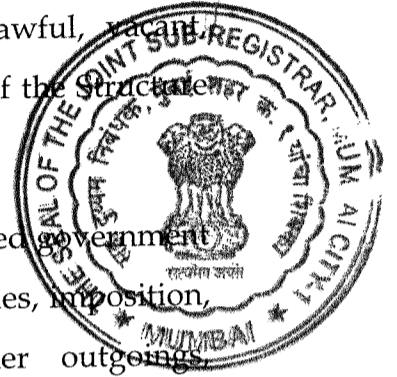
viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;

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

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

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

66. The Purchaser/s are aware that the said Property on which the said Wing is being constructed forms a part of the larger area agreed to be developed by the Promoter and it is comprising of various buildings on the entire Land and adjoining and surrounding the said Property. The Promoter shall be entitled to form and register the Organisation separately for each wing in the said Building. In view of the said entire area being a large property the individual Organisation in the said Project shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoter and/or with such Organisation having property largest in value in the said Project. The individual Body Corporate shall however be entitled to a covenant for production of title deeds from the Promoter or the Organisation whoever is in possession of the original of the title deeds and the true copies of the title deeds



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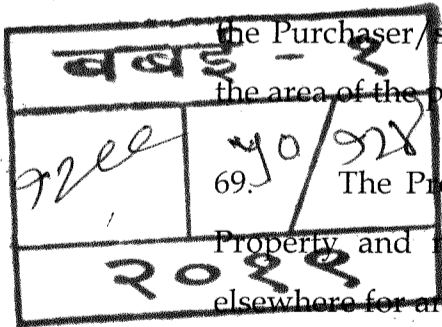
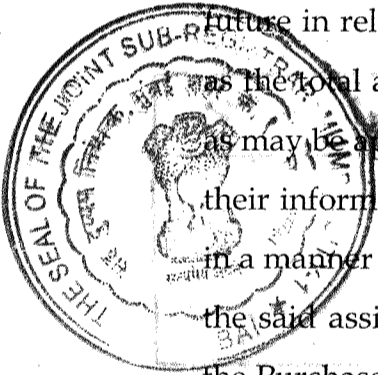
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that are in possession of the said the Promoter and the cost and expense thereof will be borne and paid by the Organisation requiring it.

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

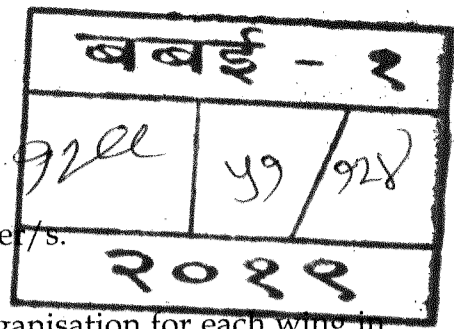
68. The Promoter has brought to the notice of the Purchaser/s and the Purchaser/s are aware that the said Property may be notionally divided by the Promoter into various smaller plots for the effective development of the said Property consisting of various buildings and different schemes of the layout. The Purchaser/s are also aware that the Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the Land on which said Wing is being constructed as well as the total area of the said Property on the basis of single and/or more layout as may be approved. The Promoter will be free and the Purchaser(s) herein give their informed consent to the Promoter to use the present as well as future FSI in a manner desired by it including by assigning FSI to non-FSI area till the time the said assignment of FSI is not affecting the Flat agreed to be purchased by the Purchaser(s) herein in any manner. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the said Wing has no relation with the area of the plot on which the said Wing is constructed.

69. The Promoters has disclosed the FSI available in respect of the said Property and no part of the said FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by them. In case while developing the said Property, the Promoter has utilized any FSI of any other land or property by way of floating FSI, then the particulars of such



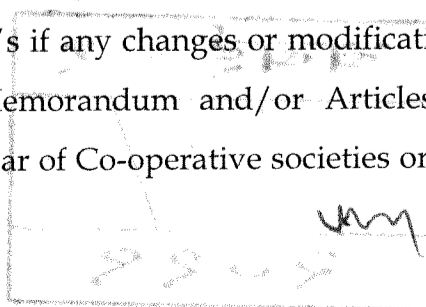
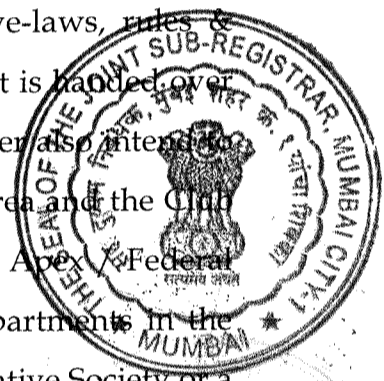
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FSI shall be disclosed by the Promoter to the Purchaser/s.

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



Registrar of Companies as the case may be or any other Competent Authority or as may be deemed fit by the Promoter.

71. In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the apartments and other premises in the said Wing, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wing, the construction of additional Levels thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold apartments and other premises in the said Wing and the disposal thereof. The Promoter shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Promoter shall join in as the member in respect of such unsold apartments and premises and as and when such apartments and premises are sold to the persons of the Promoter's choice, the said Organisation shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.

72. All documents necessary for the formation and registration of the said Organisation shall be prepared by Advocates & Solicitors of the Promoter. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Purchasers of the said Wing.



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

74. The Promoter may opt (but shall not be bound) to become and

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

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75. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment or transfer of possession in law of the said Apartment or of the said Land/Property and Buildings or any part thereof. The Purchaser(s) shall not be entitled to claim partition of their share in the said Wing, Building or portion thereof and the same shall always remain impartibly. Even after entire consideration is paid by the Purchaser(s) to the Promoter, the Purchaser(s) shall have no claim save and except in the Apartment agreed to be sold to them and all open space, stilt parking space, lobbies, staircase, terraces, garden, recreation spaces, meter rooms, entrance lobby, servants toilets, fire refuge area, Podium, Car Parking below Podium, internal road, unutilised F.S.I or the F.S.I that may be granted under any Scheme and/or by the Municipal Authorities or Central/ State Government or Municipal Corporation or any other authority under any Scheme or Project or due to amendment in D.C. Regulation or any other Act, Rules or Regulation or as incentive under any Scheme or Project that may be formulated/floated by Central /State Government or the Municipal Corporation or any other authority or otherwise howsoever and the Building/s contemplated to be built as aforesaid will remain the property of the Promoter ever after conveyance of the said Property is executed in favour of Apex Body/Organisation and the Wing or Buildings thereon are conveyed to the individual organisation that may be formed and Conveyance are executed and registered for that purpose in favour of the said Organisations.

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76. The Promoter shall be at liberty to sell, transfer, assign, mortgage



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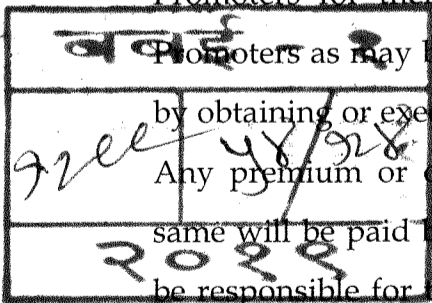
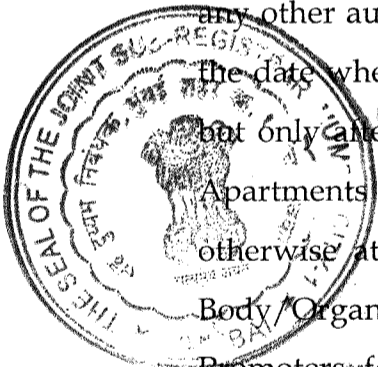
and/or raise money on security of the said Land and/or deal with or dispose off, their right, title and interest in the said Land, building and structures that may be constructed thereon without any reference to the Purchaser(s) provided however that the Promoter do not affect or prejudice the interest of the Purchaser(s) under these presents in respect of the said Apartment agreed to be purchased by them.

77. It is agreed by and between the parties hereto that the Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the building are sold/ allotted and after full development of the said entire project comprising of various buildings is completed by utilising the full F.S.I. of the said entire Land and other surrounding plots that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land/Property, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 (eighteen) months from

the date when the said Apex Body/Organisation is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body/Organisation, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/

Promoters as may be permitted by the authorities together with the building/s by obtaining or executing the necessary Conveyance of the said Property/Land. Any premium or other sums of money demanded by any authority for the same will be paid by all the premises buyers alone and the Promoter shall not be responsible for the same in any way. Such Conveyance shall be in keeping

with the terms and provisions of this Agreement. Even after execution of the Conveyance, the rights to develop and/or construct the said Building as also on the other parts of the said Land/Property as foresaid shall be of the Promoter



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and/or their assignees and the offer of possession and subsequent possession of the said Apartment under this Agreement shall be subject to the above and other conditions of these presents and the Purchasers hereby agree to the same.

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

**Mr. Kaushal Kumar Modi & Mrs. Nidhi Kaushal Modi**

**Flat No. 17A, Manek, L.D. Ruparel Marg,**

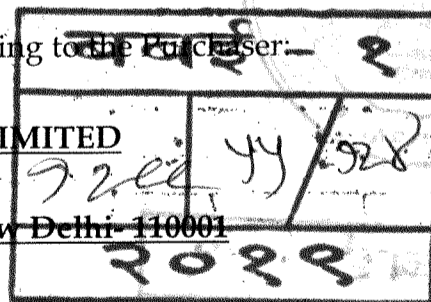
**Nepeansea Road, Mumbai-400006**



79. All letters circulars receipts and/or notices to be served by the Purchaser on the Promoter shall be deemed to be validly and effectively served, if sent to the Promoter by Registered Post A.D./under Certificate of Posting/Speed Post/Courier/hand delivery at its address specified below or such other address as the Promoter may hereafter notify in writing to the Purchaser:

**INDIABULLS INFRAESTATE LIMITED**

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



80. If any Sales Tax/ Works Contract Tax/ Value Added Tax/ Service Tax is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Purchasers alone and the Promoter shall not be liable to contribute anything on that account. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoter in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice

versa on account of such liability.

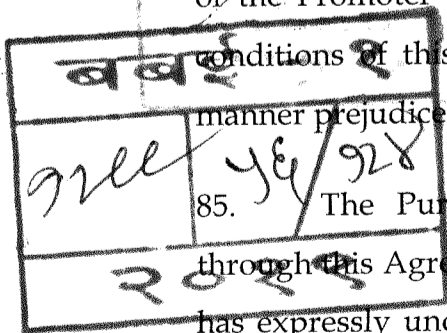
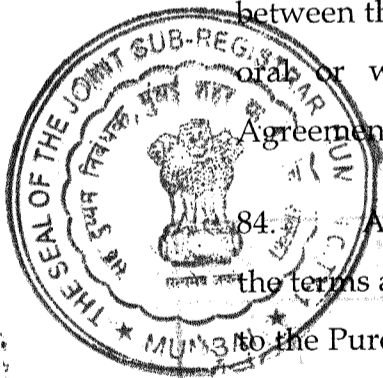
81. This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser/s that they shall be bound by the decision of the majority of the buyers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

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

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

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

85. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser(s) relying

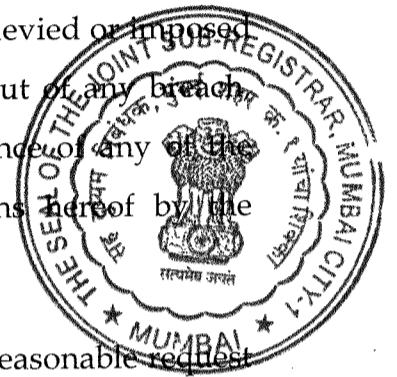


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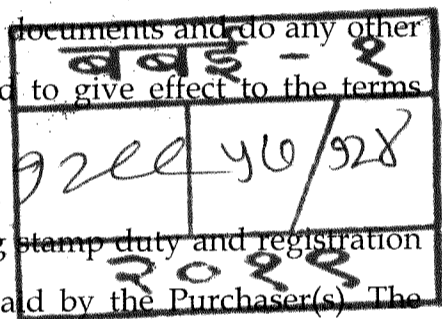
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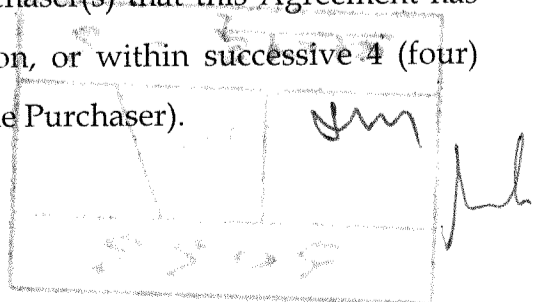
solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser(s) to be observed, performed and fulfilled and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



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



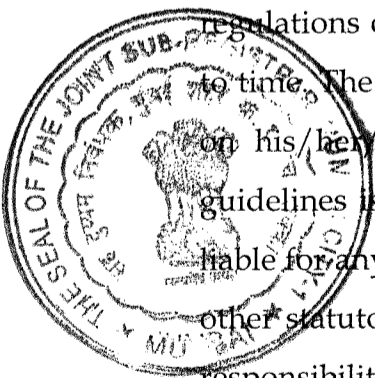
87. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser(s). The Purchaser(s) are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchasers alone. The Purchaser/s shall indemnify the Promoter against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoter. The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoter in consequences of any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice-versa on account of such liability. The Promoter has informed the Purchaser(s) that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Purchaser).



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88. All costs charges and out of pocket expenses levies fees penalty or premium in connection with the formation of the said Organisations and/or the Apex/Federal Organisation and execution of Conveyance as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoter or the Purchaser/s as well as the entire professional costs of the Advocates of the Promoter in preparing and approving such documents shall be borne and paid by the proposed said Organisation and the organisations of each wing or proportionately by all the buyers in the said Wing/wings including the Purchasers herein. The Promoters shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser(s) shall be paid by them to Promoter immediately on demand.

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



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

91. The Purchasers and Promoter shall present this Agreement as well as Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time prescribed by the Registration Act and parties shall attend such office and admit execution thereof.

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

93. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution

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hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

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

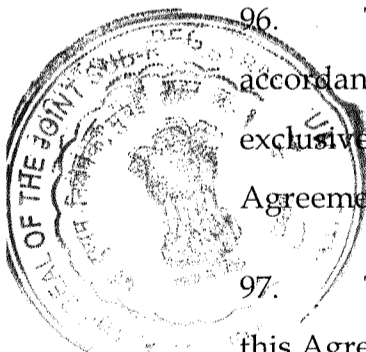
95. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provisions hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in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

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

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

97. That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the law of India for the time being in force and the Courts in Mumbai will have the exclusive jurisdiction for this Agreement.

98. The Promoter states that it is assessed to Income tax and the Permanent Account Number allotted to them is AABCI6196D.



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99. The Purchaser state/s that the he/she/it is assessed to Income tax and the Permanent Account Number allotted to the Purchaser is CTYPM3130J



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

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THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Cadastral Survey Number 131 admeasuring 4898.49 square meters, and Cadastral Survey Number 132, both together aggregating to 33590.58 square meters or thereabouts of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013, an undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4454.14 square meters or thereabout situated at Ganpatrao Kadam Marg, Mumbai- 400013 and Cadastral Survey Number 133 (Pt) admeasuring 472 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Dr. E. Moses Road, Worli, Mumbai- 400 018. The said Properties are bounded as follows:

City Survey No.	Admeasuring	North	South	East	West
131, 132 & undivided portion of 1/132	33,590.58 sq. meters of land	Ganpatrao Kadam Marg	C.S. Nos. 135 & 136 Shah & Nahar Ind. Estate	CS No. 1/132 Podar Mills (Process House)	CS.No. 133 Shah Thackeray Chawl

City Survey No.	Admeasuring	North	South	East	West
1/132	An undivided portion of the	Ganpatrao Kadam Marg	Gandhi Nagar	Drainage Channel	Bharat Textile Mills

	land bearing City Survey Number 1/ 132 admeasuring approx. 4454.14 square meters			Road CS No. 110	CS No. 131 & 132
--	--	--	--	--------------------	---------------------

City Survey No.	Admeasuring	North	South	East	West
133 (Pt)	472 sq. meters of land	_____	_____	_____	_____

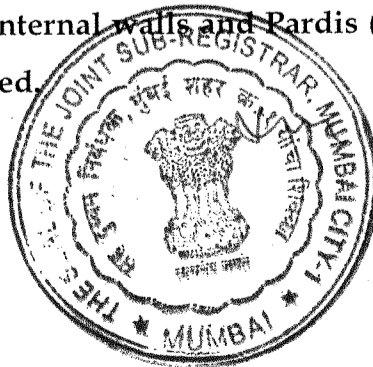
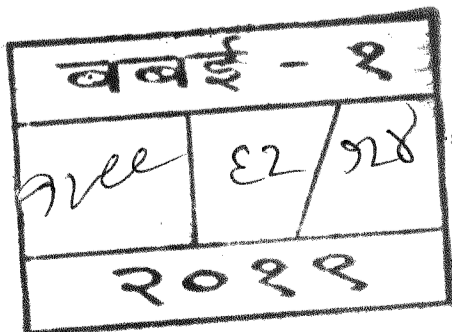
**THE SECOND SCHEDULE ABOVE REFERRED TO**

Cadastral Survey Nos.128 admeasuring 4191.50 sq. mtrs. , Cadastral Survey No. 129 admeasuring 1337.79 sq. mtrs. and Cadastral Survey Number 130 2,280.95 sq. mtrs. or thereabout of Lower Parel Division situated at Dr. E. Moses Road, Parel, Mumbai - 400 018. The said Lands are bounded as follows:

City Survey No.	North	South	East	West
128,129 & 130	Konark Tower	Shah Ann Nar & Apte Chawl	BLU Tower C & D	Dr. E Moses Road

**THE THIRD SCHEDULE ABOVE REFERRED TO**

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



**SIGNED AND DELIVERED**

By the within named Promoter

**INDIABULLS INFRAESTATE LIMITED**

Through its Authorised Signatory

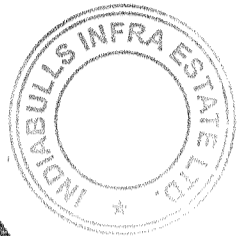
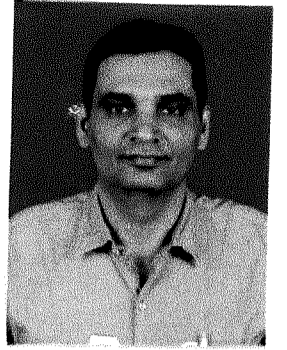
**Mr. Sushil Jethalal Pattni**

duly authorised vide its Board Resolution

dated 24<sup>th</sup> October 2018

In the presence of...

1. *Sandeep*
2. *P.K. Sakpal*

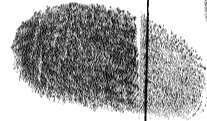


**SIGNED AND DELIVERED** by the

Within named Purchaser

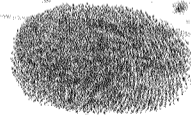
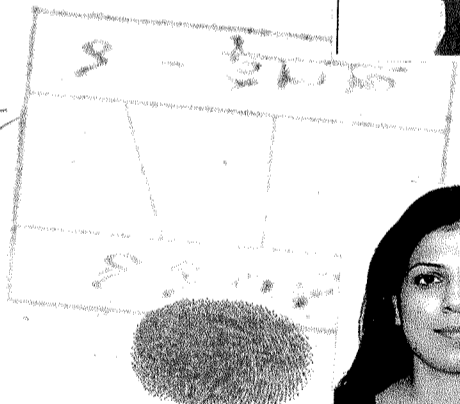
KANUSKAL K. MODI

*Kanuskal K. Modi*



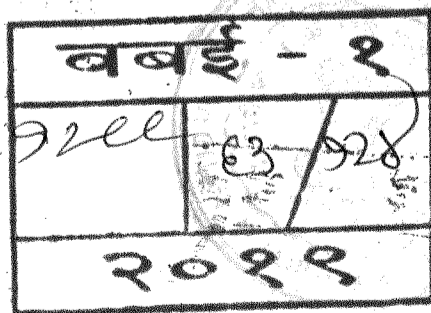
NIDHI MODI

*Nidhi Modi*



In the presence of...

1. *Sandeep*
2. *P.K. Sakpal*



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**RECEIPT**

Received of and from the within named Purchaser/s, the sum of **Rs. 6,41,51,808 /- (Rupees Six Crore Forty One Lakh(s) Fifty One Thousand Eight Hundred and Eight Only)**, towards part of the Sale Consideration /Purchase Price as within mentioned and payable by the Purchaser to the Promoter on or before execution of this Agreement.

**WE SAY RECEIVED**

For **INDIABULLS INFRAESTATE LIMITED**



Authorized Signatory

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2	11.11.11

11.11.11

Annexure 'A'

REGISTERED INSTRUMENT  
REGISTER NO. 235  
Page No. 17

SEVERAL ACRES FOR THE TOWN AND ISLAND OF MUMBAI  
(Incorporated under Section 32 of the Municipalities and Townships Act, 1933)

Filed by: S. C. Badarane  
Validated by: SRI S. S. BANSAL

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Categorical Survey No.	5. Tenure	6. Area in Sq. Meters	7. Location Survey No.	8. Collector Map No. (Collectors Part Map No.)
414/47	-NIL-	-NIL-	433	-NIL-	Sq. METERS ( 3112.00 ) Sq. METERS 4441.38 VINE \$ -302.00 COL. 17 4130.49	-NIL-	-NIL-

9. Grant Ref: 10. Name of Person in Beneficial Ownership

11. Date of Acquisition by Present Owner

12. Date of Title

- NIL -

(A)-THE MUNICIPAL CORPORATION FOR THE CITY OF MUMBAI  
31.11.1997 VINE C.S.NO. 1138 DT. 23.12.1998 A.B.

(B)-VESTED IN THE MUNICIPAL CORPORATION UNDER SPT. A.M. 4851

(C)-VEED NO. 086-1/1300/2010 DEED OF EXCHANGE DT. 0-2-10 (REGD. 1-7-2011) MADE BY 'A' IN COL. 16 EXCHANGED AN AREA OF 302.01 SQ. METERS IN THIS PVT. ALTH. THE SAID AREA FROM C.S. NO. 1138 TO 'C' IN COL. 19 AS PER PROPOSAL APPROVED BY IMPROVEMENT COMMITTEE VINE ITS RESOLUTION NO. 54 DT. 31-3-10 AND CORPORATION RESOLUTION NO. 294 DT. 0-4-10 AND ALSO POSSESSION RECEIPT NO. AC/ESTIMES/2309/A.E. (1) (1) DT. 28-2-2011 VINE 4259 C.S. NO. 1/133 VINE NO. 18 NO. 924/2011

(D)-VEED NO. 086-1/1300/2010 DEED OF EXCHANGE DT. 0-2-10 (REGD. 1-7-2011) HEREBY 'A' IN COL. 16 EXCHANGED THE AREA OF 472.40 SQ. MTR IN THIS PROPERTY WITH THE SAID AREA FROM C.S. NO. 1132 TO 'C' IN COL. 19 AS PER PROPOSAL APPROVED BY IMPROVEMENT COMMITTEE VINE ITS RESOLUTION NO. 105 DT. 25-11-2014 AND CORPORATION RESOLUTION NO. 1533 DT. 25-11-2014 AND ALSO POSSESSION RECEIPT NO. AC/ESTIMES/2309/A.E. (1) DT. 11 DT. 01. 2-1-2018 VINE ALSO C.S. NO. 1/132 OF THIS DIVISION VINE NO. 18 NO. 1154/2018

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२०११



13. Original Grant from Govt., if any

14. Lease from Public Body or Employer

15. Amount Paid due to Public Body or Employer

16. Superintendent's Initial

- NIL -

- NIL -

- NIL -

(18)-SU-17-10 R.S./SU-23-10-13 VICE ASSTT. SPT. SU-23-10-2013 SPT. R.C.S.A L.A.  
(19)-SU-23-4-SU-23-4-18 ASSTT. SPT. SU-23-4-18 SPT. R.C.S.A L.A.

17. Remarks

(NOTE NO. 498) AGREEMENT DT. 22.6.09 BETWEEN S.A. MUMBAI IS AGREED TO RECEIVE THE SHEET AT WATER CHARGE LAID, WHICHEVER CALLED UPON TO DO SO BY 'A' IN COL. 16  
SU-23-4-61, SU-26-4-61 SPT.

10. 11. 2013

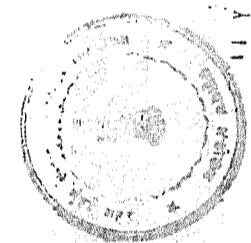
2-NEED NO. SEC-1/302/2011 AN AREA OF 302.81 SQ. METERS DERIVED FROM THIS PLOTING & ADDED TO C.S.NO. 17134 VIDE DEED OF EXCHANGE DT. 1-7-2011 (DEED NO. 1-7-2011) WHEREBY 'A' IN COL. 18 EXCHANGED AN AREA OF 302.81 SQ. METERS IN THIS PLOT WITH THE SAME AREA FROM C.S. NO. 17134 TO 'B' IN COL. 19 AS PER PARAGRAPH APPROVED BY IMPROVEMENT COMMITTEE DT. 11-5-2012 RESOLUTION NO. 54 DT. 31-5-2010 AND CORPORATION RESOLUTION NO. 294 DT. 9-4-2012 & ALSO POSSESSION RECEIPT NO. AEST/STATES/2308/A.E. (11/11) DT. 28-2-2011 VIDE ALSO C.S. NO. 17134 & MEASUREMENT CARRIED OUT VIDE N.A. NO. 374/2013 VIDE MUT. TR. NO. 937/2013 S/M/31-10, S/M/1-11-13 ASSTT. SUPDT., S/M/1-11-13 SUPDT. M. C. S. A. L.P.

NOTE:- C.S. NO. 134 IS CANCELLED AND IT'S AREA IS ADDED TO C.S. NO. 132 AS PER SURVEY REPORT NO. 86 DT. 24.9.20

Name of Applicant: SAMEEP P. KADAMBA  
Date of Application: 08/01/2019  
Fee recovered: Rs. 3122350.00  
Reference of issue: 103101620192  
Date of issue: 08 JAN 2019

(Rectangular 'J' brackets shown entry deleted)  
Note & this is a true copy of the contract of C.S. Registrar which forms part of this office record and the area of the property referred to therein is 4138.65 Sq. meters.  
FROM THE SAID ONE HUNDRED THIRTY EIGHT FOUR FIFTY THREE AND FIVE SEVEN (113865) SQ. METERS.

Superintendent  
Mumbai City Survey and Land  
A 11



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Annexure 'A'

Division: Lower Panel  
Register No. 227-A  
Page No. 72

SECRET RESERVE FOR THE TOWN AND ISLAND OF BOMBAY  
(Prepared under Section 202 of the Maharashtra Land Revenue Act, 1956)

File No. S-2018/2018  
Validated by: Smt S. S. Bhandari

1. Sheet No. 416/107	2. Name of Street or Locality HAIKAR ROAD	3. Street No. HNO 107, ST. NO. 03	4. Cadastre Survey No. 1/132	5. Easement Easement	6. Area in Sq. Meters 8444.44	7. Location Survey No. L.F.A. VINE 8 - 1930.12	8. Collector's Roll No. 7726.12
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10. Name of Person in Beneficial Ownership  
11. Mode of Acquisition by Present Owner  
12. Revolution of Title

(A)-4-(THE ERKAD TEXTILE LTD.)  
(B)-3-(PRADA MILLS LTD.)  
(C)-C-(NATIONAL TEXTILE CORPORATION LTD. (UNIT OF PRADA MILLS) (PROGRESS HOUSE))  
(D)-3-W/S. JAYABALLU JAYATECH LIMITED  
(E)-E-(JAYABALLU IMPRESTABLE LTD. - (IN RESPECT OF AREA 4976.14 SQ. METERS)-  
(F)-F-(NATIONAL CORPORATION OF CREATION ERKAD - (AREA 472.40 SQ. METERS)  
(G)-G-(VINE ORIGINAL ENTRY ON FILE NO. 16 OF VOL. 214 OF THIS P.A.)  
(H)-H-(AREA NO. 403/14) BEEN OF COMPLETION AT 15.12.66 FROM 'C' IN COL. 10 TO 'B' IN COL. 10 FROM NS. 54, 90, 909/- TR. NOS. -101-136-12-77 54/-29.6.80  
(I)-I-(THE TEXTILE CORPORATION (NATIONALISATION) ORDINANCE 1975 U/S 3 OF ACT 1965 WHICH IS PUBLISHED IN THE GAZETTE OF INDIA EXTRA ORDINARY PART-II SECTION 1 AT 27TH JUNE 1975 'C' IN COL. 10 HAS BEEN CHANGED TO 'C' IN COL. 10 VINE N.R. NO. 48/76 DT. 17-9-1996  
(J)-J-(AREA NO. 907/2010) HENCEFORWARD OF SALE BEEN AT 16-12-2010 FROM 'C' IN COL. 10 TO 'B' IN COL. 10 FROM NS. 97, 40, 000, 000/- VINE N.R. NO. 73/2011  
(K)-K-(AREA NO. 302-2/1009/2013) BEEN OF COMPLETION AT 31-1-2015 (AREA NO. 51-1-2013) FROM 'B' IN COL. 10 TO 'C' IN COL. 10 IN RESPECT OF AREA 4976.14 SQ. METERS FOR NS. 2, 29, 71, 173/- VINE NO. 10. NO. 1034/2015  
(L)-L-(AREA NO. 302-1/1309/2018) BEEN OF EXCHANGE AT 08-02-2018 (AREA NO. 19-3-2018) WHERE 'C' IN COL. 10 EXCHANGED THE AREA OF 472.60 SQ. METERS IN THIS PROPERTY WITH THE SAME AREA FROM C.S. NO. 133 TO 'F' IN COL. 10 AS PER PROPOSAL APPROVED BY IMPROVEMENT COMMITTEE VINE ITS RESOLUTION NO. 165 AT 23-11-2014 AND CORPORATION RESOLUTION NO. 133 OF 28-11-2015 AND ALSO POSSESSION RECEIPT NO. AC/51/16/22594/ A.L. (1967)-11 DT. 02-01-2018 VINE ALSO C.S. NO. 133 VINE NO. 10. NO. 1155/2018

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13. Original Grant from Govt., if any  
14. Lease from Public Body or Fairholder  
15. Grant  
16. Special/tenants Initial  
17. Sent to Public Body or Fairholder  
18. Sent to Public Body or Fairholder



13. Original Grant Free Copy. 14 and 15. Copy from Public Registry of Valencia

16. Statement of Expenses  
 17. Statement of Expenses  
 18. Statement of Expenses  
 19. Statement of Expenses  
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 99. Statement of Expenses  
 100. Statement of Expenses

17. Remarks  
 18. Continued

Assessment Levied/Retained as per 1987 Act, 1989 and vide Cal.No.17	for first 10 Years	(i) 1-0-1971 to 31-7-1981 Rs.	(ii) 1-0-1981 to 31-7-1991 Rs.	(iii) 1-0-1991 to 31-7-2001 Rs.	(iv) 1-0-2001 to 31-7-2011 Rs.	(v) 1-0-2011 to 31-7-2021 Rs.
	1345.00 P.A.	1350.00 P.A.	1355.00 P.A.	1360.00 P.A.	1365.00 P.A.	1370.00 P.A.

Name of Applicant: SURESH P. GAMBHAR  
 Date of Application: 09/01/2019  
 Fee received: Rs. 441150.00  
 Reference of Issue: 169101620193  
 Date of Issue: 09 JAN 2019

(Rectangular '1' Prachet's shown entry deleted)  
 Sold :- This is a free copy of the abstract of A.S. Registered with this office and the area of the property referred to therein is 2726.82 Sq. meters.  
 SPECIAL PROVISION OF THE HIGHLIGHTS REPORT SIZE / POINT THIRTY TWO SQ. METERS ONLY

Report Attached  
 Number City Survey and Land




2019

Annexure 'A'

Division: Local Circle  
Register No. 214  
Page No. 16

SECRET RECEIVED FOR THE TOWN AND ISLAND OF BOMBAY  
Prepared under Section 202 of the Maharashtra Land Revenue Act, 1956

Validated by: S. C. Barlow

S. C. Barlow

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Nature	6. Area in Sq. Yds./Sq. Ft.	7. Landholder's Name	8. Collector's Name
415,437	MAHES ROAD	NO. 1072, 51, 63	132	FOURS	2946.34	6/3139, 10/2133, 1/3134, 2/3137, 3/3137, 4/3137, 5/3137, 6/3137, 7/3137, 8/3137, 9/3137, 10/3137, 11/3137, 12/3137, 13/3137, 14/3137, 15/3137, 16/3137, 17/3137, 18/3137, 19/3137, 20/3137, 21/3137, 22/3137, 23/3137, 24/3137, 25/3137, 26/3137, 27/3137, 28/3137, 29/3137, 30/3137, 31/3137, 32/3137, 33/3137, 34/3137, 35/3137, 36/3137, 37/3137, 38/3137, 39/3137, 40/3137, 41/3137, 42/3137, 43/3137, 44/3137, 45/3137, 46/3137, 47/3137, 48/3137, 49/3137, 50/3137, 51/3137, 52/3137, 53/3137, 54/3137, 55/3137, 56/3137, 57/3137, 58/3137, 59/3137, 60/3137, 61/3137, 62/3137, 63/3137, 64/3137, 65/3137, 66/3137, 67/3137, 68/3137, 69/3137, 70/3137, 71/3137, 72/3137, 73/3137, 74/3137, 75/3137, 76/3137, 77/3137, 78/3137, 79/3137, 80/3137, 81/3137, 82/3137, 83/3137, 84/3137, 85/3137, 86/3137, 87/3137, 88/3137, 89/3137, 90/3137, 91/3137, 92/3137, 93/3137, 94/3137, 95/3137, 96/3137, 97/3137, 98/3137, 99/3137, 100/3137	11-101-1 10/12229 10/12230 10/12231 10/12232 10/12233 10/12234 10/12235 10/12236 10/12237 10/12238 10/12239 10/12240 10/12241 10/12242 10/12243 10/12244 10/12245 10/12246 10/12247 10/12248 10/12249 10/12250 10/12251 10/12252 10/12253 10/12254 10/12255 10/12256 10/12257 10/12258 10/12259 10/12260 10/12261 10/12262 10/12263 10/12264 10/12265 10/12266 10/12267 10/12268 10/12269 10/12270 10/12271 10/12272 10/12273 10/12274 10/12275 10/12276 10/12277 10/12278 10/12279 10/12280 10/12281 10/12282 10/12283 10/12284 10/12285 10/12286 10/12287 10/12288 10/12289 10/12290 10/12291 10/12292 10/12293 10/12294 10/12295 10/12296 10/12297 10/12298 10/12299 10/12300

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7. Ground Rent due to Govt.  
10. Name of Person in Possession  
11. Mode of Acquisition by Present Owner  
12. Particulars of Title

(1-13-3) RS.P. (14)-A-(THE EXHIBIT TEXTILE LAB.)  
 (1-13-3) RS.P. (15)-B-CUSTOMER TEXTILE CORPORATION (GOVT. MAHARASHTRA) LTD. BHAT  
 (24-1-7) RS.P. (16)-C-N/S HONDELLS IMPRISTATE LIMITED  
 24.10 (1-12-8) RS.P.  
 1.77 (A)-REFERENCE (1-13-1) RS.P.  
 1.82 (1-1-1) RS.P.  
 1.07 (2-2-7) RS.P.  
 2.16 (B)-REFERENCE (C)-REFERENCE

(14)- (TR. NO. 8/251-2-1938) (CR. NO. C/28-6-1949)  
 (15)- LETTER NO. 818/NO. 17/1992 DT. 15.8.78 FROM M/S. BHARAT TEXTILE MILLS WHERBY IT IS INFORMED THAT A TR. CO. 10 HAS BEEN UNINCORPORATED UNDER THE SICE TEXTILE MILLS TAKING INCORPORATION ACT-1974 UNDER SECTION 3 OF THE SAID ACT, AND A TR. CO. 10 REOPENED IN D IN TR. CO. 10 VIDE ALSO C.S. NO. 131 OF THIS DIVISION.  
 TR. NO. 8-166, 12, 1978.  
 59/-25, 7, 79.

(16)- (SEEK NO. 4612/2010) INCORPORATION OF SALE DEED DT. 14-12-2010 FROM 'B' IN TR. CO. 10 TO 'C' IN TR. CO. 10 FOR RS. 15,05,00,00/- VIDE ALSO C.S. NO. 131 OF THIS DIVISION  
 M.R. NO. 730/2011









12. Details

1. Particulars

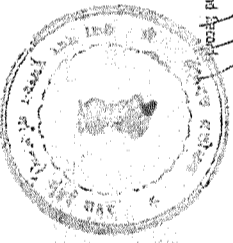
(SEEK MS-1492) REQUIREMENT 01.15.12.1986 FROM A BK COL. 2 TO A BK COL. 10 RESPECT OF MORTGAGE DT. 27.1.1982 FOR RS. 25,39,962.17/-  
SV-22.19.05, SV-28.1.79, SV-28.1.79 SVPM.

Name of Applicant: SUREEP P. GONDWAL  
Date of Application: 08/01/2013  
Fee received: Rs. 111139.00  
Reference of Issue: K09101201075  
Date of Issue :

08 JAN 2013

(Rectangular 'J' Architects stamp entry deleted)  
Note :- This is a true copy of the extract of G/S register dated from the office of the  
and the area of the property referred to therein is 4088.49 Sq. meters  
FOR INSURANCE CERTIFICATE NO. 1011 1011 1011 1011 1011 1011 1011 1011 1011 1011

Subordinate  
Mortgage Office and land records



Signature  
S-1-13



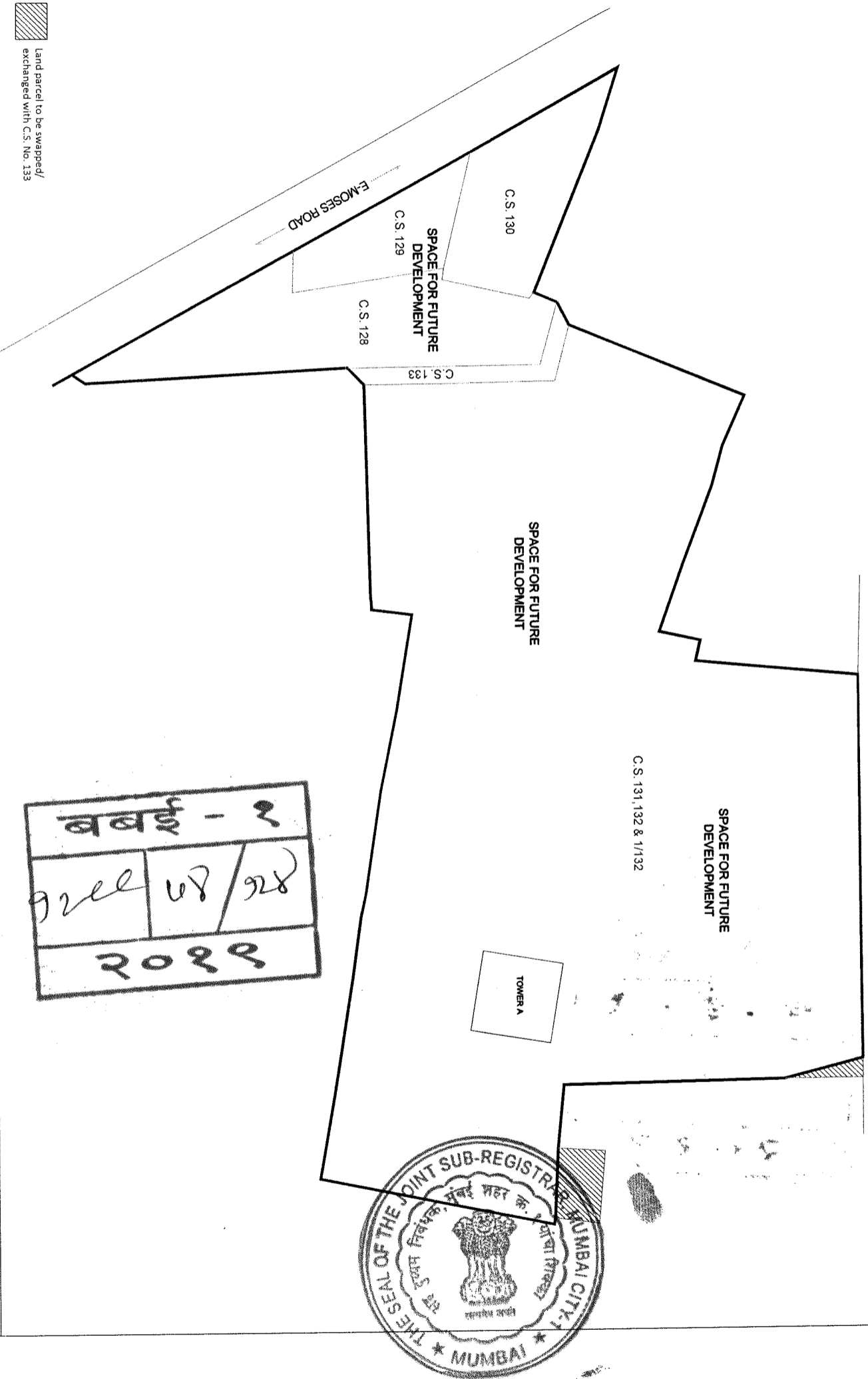
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१२६६/१२४  
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Annexure 'A'

ANNEXURE A

← GANPATIAO KADAM MARG →



Land parcel to be swapped/  
exchanged with C.S. No. 133

PROPOSED TOWER A LOCATION @ INDIABULLS BLU



Annexure 'A'

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ  
(म्हाडाचा घटक)  
**MUMBAI HOUSING AND  
AREA DEVELOPMENT BOARD**  
(A MHADA UNIT)



No. EE/BD/S.Div-III/MB/ 2237 /2011  
Date:- 13/9/11.

### Handing Over & Taking Over Receipt

On behalf of Mumbai Board, I Shri M. V. Jayaram, Deputy Engineer, Sub. Dn. No. III, Bandra Division of Mumbai Housing and Area Development Board have physically taken over possession of open plot at Lower Parel Division land bearing C.S.No-1/132 Situated at Poddar Mill, Process House, Ganpatrao Kadam Marg, Mumbai-400013. As per Chief Officer / M.H.A.D. Board's order's vide no.4513, dtd.12/09/2011.

The piece & parcel of land admeasuring about 1938.12 sq.mtr or there about being part of open plot situated at Lower Parel Division C.S.No-1/132 Situated at Poddar Mill, Process House, Ganpatrao Kadam Marg, Mumbai-400013. owned by M/s. India Bulls Infra Estate Ltd. The handing over & taking over receipt should be read with handing over and taking over plan signed on 13/09/2011.


On or towards East by - Drainage Channel road & shop line.

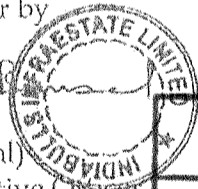
On or towards West by - MCGM R. G. Plot.

On or towards North by - Ganpatrao Kadam Marg.

On or towards South by - MCGM R. G. Plot.

Handed over by

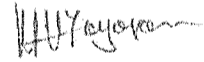
  
(Vipul Bansal)  
Chief Executive Officer  
M/s. India Bulls Infra Estate Ltd.



बबई - १	
३२८	०५/१२४
२०१९	

गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५१.  
दूरध्वनी : ६६४०५०००, २६५९२८७७, २६५९२६२२  
फॅक्स नं : ०२२-२६५९२०५८/२६५९०६६० घत्रपेटी क्र. ८१३५

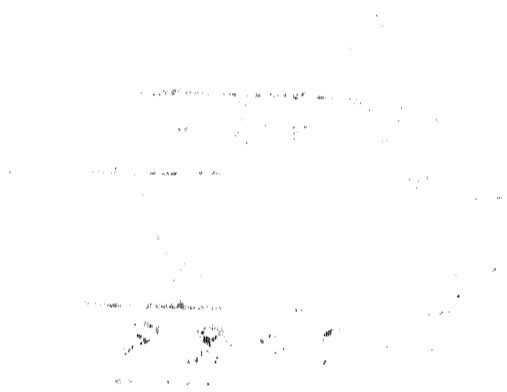
Taken over by



(M. V. Jayaram)  
Deputy Engineer  
Housing Bandra Sub Div.-III  
Mumbai Board, MHADA.



Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.  
Phone : 66405000, 26592877, 26592622  
Fax No.: 022-26592058 / 26590660 Post Box No. 8135





# WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY  
N.M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.  
Tel: (+) 22 2261 0669, (+) 22 2271 1600 | Fax: (+) 22 2261 6394, (+) 22 2261 0226  
General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DDA/10368/173/2019

Indiabulls Infraestate Limited  
M-62 & 63, First Floor  
Connaught Place  
New Delhi - 110001.

Kind Attn: Mr. Niraj Tyagi and Mr. Vatsal Shah

## TITLE CERTIFICATE

- Re: (i) All that piece and parcel of land bearing Cadastral Survey Nos.131 and 132 of Lower Parel division collectively admeasuring 33,590.58 square metres or thereabout situated at Ganpatrao Kadam Marg, Mumbai - 400 013 ("the First Land")
- (ii) All that piece and parcel of land bearing Cadastral Survey No.1/132 (part) of Lower Parel division admeasuring 4,454.14 square metres or thereabout situated at Ganpatrao Kadam Marg, Mumbai - 400 013 ("the Second Land")
- (iii) All that piece and parcel of land bearing Cadastral Survey No. 133(part) of Lower Parel division measuring 472 square metres or thereabout situated at Dr. E. Moses Road, Worli, G/S Ward Mumbai - 400 018 ("the Third Land")
- (iv) All that piece and parcel of land bearing Cadastral Survey Nos.128, 129 and 130 measuring 4,191.50 square metres, 1,337.79 square metres and 2,280.95 square metres respectively aggregating to 7,810 square metres or thereabout of Lower Parel Division situated at Dr. E. Moses Road, Parel, Mumbai - 400 018 ("the Fourth Land").

The First Land, the Second Land, the Third Land and the Fourth Land are hereinafter collectively referred to as "the said Land".

### A. INTRODUCTION

Our client Indiabulls Infraestate Limited, a company existing under the provisions of the Companies Act, 2013 ("Indiabulls Infraestate") having its registered office at M- 62 & 63, First Floor, Connaught Place, New Delhi- 110001 has instructed us to investigate (a) the ownership rights of Indiabulls Infraestate to the First Land, (b) the ownership rights of Indiabulls Infraestate to the Second Land (c) the ownership rights of the Indiabulls Infraestate to the Third Land and (d) the development rights of Indiabulls Infraestate to the Fourth Land.

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response to these requisitions

9. Caused public notices to be issued in English in the Free Press Journal and in Marathi in Navshakti, both on 20<sup>th</sup> December, 2018.
10. We have relied on the declaration dated 31<sup>st</sup> December 2018 given by Indiabulls Infraestate, declaration dated 28<sup>th</sup> May 2016 given by Oricon Properties Private Limited ("OPPL") and declaration dated 31<sup>st</sup> December 2016 given by OEL (hereinafter collectively referred to as the "Declarations").
11. We have taken the Deed of Sale dated 16<sup>th</sup> December, 2010 executed between The National Textile Corporation Limited (Western Region) ("NTCL") and Indiabulls Infraestate Limited and registered with the office of the Sub Registrar of Assurances under serial No. 9872 of 2010 as the root of title for the First Land.
12. We have taken the Deed of Sale dated 16<sup>th</sup> December, 2010 executed between NTCL and Indiabulls Infraestate Limited ("Indiabulls Infraestate") registered with the office of the Sub Registrar of Assurances under serial No. 9871 of 2010 as the root of title for the Second Land.
13. We have taken the Deed of Exchange dated 8<sup>th</sup> December 2018 executed between *inter alia* the Municipal Corporation of Greater Mumbai ("MCGM") and Indiabulls Infraestate Limited and registered with the office of the Sub Registrar of Assurances under Serial No. 1300 of 2018 as the root of title for the Third Land.
14. We have not investigated the title of tenants and occupants on the Fourth Land. We have not investigated title to the structures on the said Land.
15. The accuracy of this Certificate necessarily depends on the documents furnished to us, the information provided to us during the course of our discussions and the answers provided to our requisitions raised from time to time, being true, complete and accurate, which we have assumed to be the case.
16. We have not commented on tax related matters and have not addressed tax related compliances herein. We have also not commented on the approvals required for the development of the said Land and have merely perused copies of the approvals and conditions provided to us. We have also not commented on the fulfillment or satisfaction of the conditions mentioned in the various approvals obtained from time to time.
17. This Certificate on Title has been prepared in accordance with and is subject to the laws of India.

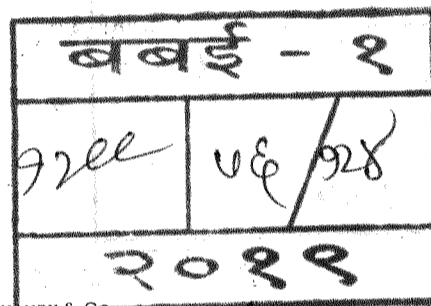
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### B. STEPS

For the purpose of issuing this Title Certificate, we have undertaken the following steps:

- Perused copies of the deeds, documents and writings with respect to the said Land as stated in the main body of the Certificate.
- We have perused copies of two letters, both dated 3<sup>rd</sup> July, 2015 ("Original Title Letters") addressed by IDBI Trusteeship Services Limited, acting as the Security Trustee, whereby the Security Trustee has confirmed custody of the original title documents with respect to the First Land and the Second Land ("Original Title Deeds"). Annexed hereto and marked as Annexure "A" is the list of documents reflected in the Original Title Letters. We have not inspected the Original Title Deeds and have relied upon the Original Title Letter.
- We have been informed that the Deed of Conveyance dated 15<sup>th</sup> November, 2017 executed between *inter alia* Indiabulls Infraestate and Maharashtra Housing and Area Development Authority ("MHADA") and registered with the office of the Sub-Registrar of Assurances at Serial No. 9145 of 2017 has been submitted to MHADA. We have perused the letter dated 21<sup>st</sup> November, 2011 addressed by Indiabulls Infraestate to MHADA whereby Indiabulls Infraestate has submitted the aforesaid Deed of Conveyance and the same has been acknowledged by MHADA.
- Inspected original title deeds and documents, only as set out in Annexure "B" hereto. We have not inspected the original title deeds and documents in respect of the Fourth Land.
- Perused copies of the Search Reports dated 7<sup>th</sup> December, 2018 and 19<sup>th</sup> December, 2018 in respect of the said Land. Searches undertaken at the offices of the Sub-Registrar of Assurances are, however, subject to the availability of records and also to records being torn and mutilated.
- Caused searches to be conducted on the website of the Ministry of Corporate Affairs on 15<sup>th</sup> December, 2018 in respect of Indiabulls Infraestate and on 26<sup>th</sup> December, 2018 in respect of Oricon Enterprises Limited ("OEL") to determine the charges registered with respect to the said Land or any part thereof and/or the development rights of the said Land or any part thereof. Searches are subject to the availability of records on the date of inspection.
- Perused copies of survey register pertaining to the said Land, as set out in this Certificate.
- Raised requisitions from time to time and have relied upon the replies given to us in



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18. Unless specifically stated otherwise in the main section of this Certificate, we have not verified whether the formalities which have a direct bearing on the enforceability of contractual or other arrangements comprised in the documents furnished to us and/or the information provided to us during the course of our discussions have been complied with or not.

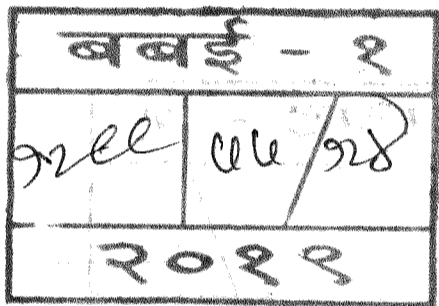
### C. CHAIN OF TITLE

Based on the steps undertaken by us the following is the chain of title of the said Land:

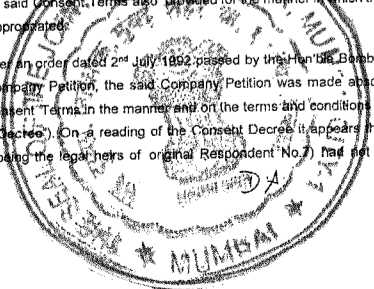
- CS. No. 131 and 132 collectively admeasuring 33,590.58 square metres or thereabout - the First Land:**
  - By and under a Sale Deed dated 16<sup>th</sup> December, 2010 executed between NTCL and Indiabulls Infraestate, registered with the office of the Sub Registrar of Assurances under serial No. 9872 of 2010, NTCL (as the Vendor therein) sold and transferred to Indiabulls Infraestate all that piece and parcel of land bearing C.S. No. 131 and 132 of Lower Parel Division admeasuring 4898.49 square metres and 29,040.34 square metres or thereabout respectively aggregating to 33,938.83 square metres or thereabout situated at Ganpatrao Kadam Marg, Mumbai- 400 013 ("First Larger Land") together with the structures standing thereon for the consideration and in the manner and on the terms and conditions mentioned therein. It is recited in the aforesaid Sale Deed that pursuant to the resolution dated 9<sup>th</sup> August 2010, passed by the Asset Sale Committee it was resolved that the First Larger Land together with the structures standing thereon were to be sold to Indiabulls Infraestate. The decision of the Asset Sale Committee was confirmed by the Board for Industrial Financial Reconstruction ("BIFR") on 21<sup>st</sup> September 2010.
  - We have perused Possession Receipt dated 8<sup>th</sup> March, 2017 issued by MCGM wherein it has been recorded that Indiabulls Infraestate has handed over *inter alia* an area of 348.25 square metres out of the First Larger Land to MCGM towards the road setback. Necessary formalities need to be completed for release of the mortgage over the said 348.25 square metres of the First Larger Land created in favour of IDBI Trusteeship Services Limited (as more particularly described in Section H (B) below) including a Deed of Reconveyance.
  - Accordingly, the area of the First Larger Land stands reduced to 33,590.58 square metres, being the First Land.
  - In these circumstances the First Land came to be vested in Indiabulls Infraestate.
- CS. No. 1/132 admeasuring 4,454.14 square metres or thereabout - the Second Land:**



- By and under a Sale Deed dated 16<sup>th</sup> December, 2010 executed between NTCL and Indiabulls Infratech registered with the office of the Sub Registrar of Assurances under serial No. 9871 of 2010, NTCL (as the Vendor therein) sold and transferred to Indiabulls Infratech all those parcels of land bearing C.S. No. 1/132 admeasuring 9664.44 square metres of Lower Parel Division within the limits of Mumbai Municipal Corporation located in G/South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 ("the **Second Larger Land**") together with the structures standing thereon for the consideration and in the manner and on the terms and conditions mentioned therein. It is recited in the aforesaid Sale Deed that pursuant to the resolution dated 2<sup>nd</sup> August 2010, passed by the Asset Sale Committee it was resolved that the Second Larger Land together with the structures standing thereon were to be sold to Indiabulls Infratech. The decision of the Asset Sale Committee was confirmed by BIFR on 21<sup>st</sup> September 2010.
- In these circumstances the Second Larger Land together with the structures thereon came to be vested in Indiabulls Infratech.
- The First Larger Land and Second Larger Land were being developed as one layout under Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991 ("DCR") and accordingly 2368.82 square metres out of the Second Larger Land was handed over to MCGM being 33% Recreation Ground component and 1938.12 square metres out of the Second Larger Land was handed over to MHADA. We have perused a copy of the advance possession receipt dated 11<sup>th</sup> November, 2011 jointly signed by Indiabulls Infraestate and MCGM. We have also perused a copy of the handing over and taking receipt dated 13<sup>th</sup> September, 2011 jointly signed by Indiabulls Infraestate and the authorized office of MHADA. We have been informed that no transfer deed has been executed in respect of the 2368.82 square metres of the Second Larger Land that was conveyed to MCGM. However, by and under an Undertaking registered with the office of the Sub-Registrar of Assurances on 20<sup>th</sup> September, 2011 at Serial No. 8177 of 2011 executed by Indiabulls Infraestate in favour of Municipal Commissioner, MCGM, Indiabulls Infraestate undertook to complete all formalities in relation to handing over of 2368.82 square metres of the Second Larger Land to MCGM. By and under a Deed of Conveyance dated 15<sup>th</sup> November, 2017 executed between (i) Indiabulls Infratech, being the Transferor therein, (ii) MHADA, being the Transferee therein and (iii) Indiabulls Infraestate, being the Confirming Party therein, and registered with the office of the Sub-Registrar of Assurances at Serial No. 9145 of 2017, the land admeasuring 1938.12 square metres out of the Second Larger Land was conveyed to MHADA in the manner and on the terms and conditions as stated therein.
- An area of 431.36 square metres of the Second Larger Land was handed over to MCGM



- In these circumstances the Third Land came to be vested in Indiabulls Infraestate.
- C.S. Nos 128, 129 and 130 measuring 4,191.50 square metres, 1,337.79 square metres and 2,280.95 square metres respectively aggregating to 7,810 square metres or thereabout – the Fourth Land:
- By and under a Deed of Conveyance dated 12<sup>th</sup> May, 1947 executed between Mohamedali Tajbhoy (Vahanvati) (therein referred to as the Vendor) of the One Part and Amtee Properties Limited (therein referred to as the Purchaser and hereinafter referred to as "Amtee") of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. 3219 of 1947, the Vendor therein, inter alia, granted, sold, released, conveyed, assigned and assured unto Amtee, inter alia, all those pieces and parcels of land bearing C.S. No.128 admeasuring 4,913 square yards or thereabout (equivalent to 4,107.75 square metres), C.S. No.129 admeasuring 1,588 square yards or thereabout (equivalent to 1,327.72 square metres) and C.S. No.130 admeasuring 2,487 square yards or thereabout but as per Collector's records admeasuring 2,728 square yards (equivalent to 2,280.88 square metres) of Lower Parel Division for the consideration and on the terms and conditions mentioned therein.
- It appears that certain disputes arose between family members who were also shareholders of Amtee. These disputes led to the filing of Company Petition bearing No.714 of 1981 in the Hon'ble Bombay High Court by Sugrabai Alibhai and others against Amtee and others ("the said Company Petition"). In the said Company Petition, Consent Terms dated 14<sup>th</sup> February 1991 ("the said Consent Terms") were signed between the parties to the said Company Petition. We have not been provided with a copy of the said Company Petition. OEL has declared that it does not have a copy of the said Company Petition.
- By and under the said Consent Terms it was, inter alia, agreed that the two Solicitors (being Mr. A.S.T. Zaidy and Mr. Y.H. Menon, the said Solicitors) would sell the Fourth Land in the manner provided in the said Consent Terms by inviting offers either by public advertisement or by private treaty within a period of six months from the said Consent Terms. The said Consent Terms also provided for the manner in which the sale proceeds would be appropriated.
- By and under an order dated 2<sup>nd</sup> July 1992 passed by the Hon'ble Bombay High Court in the said Company Petition, the said Company Petition was made absolute in terms of the said Consent Terms in the manner and on the terms and conditions provided therein ("Consent Decree"). On a reading of the Consent Decree it appears that Respondents 7A to 7N (being the legal heirs of original Respondent No. 7) had not signed the said



- towards road setback. We have perused Possession Receipt dated 8<sup>th</sup> March, 2017 issued by MCGM wherein it has been recorded that *inter alia* an area of 431.36 square meters out of the Second Larger Land to MCGM towards the road setback.
- By and under a Deed of Conveyance dated 31<sup>st</sup> January, 2015 executed between Indiabulls Infratech and Indiabulls Infraestate registered with the office of the Sub-Registrar of Assurances under Serial No. 1080 of 2015, Indiabulls Infratech as the Vendor therein sold and transferred in favour of Indiabulls Infraestate as the Purchaser therein the balance of the Second Larger Land being 4926.14 square meter ("Balance Second Larger Land") in the manner and on the terms and conditions mentioned therein. In these circumstances, Indiabulls Infraestate has become the owner of the Balance Second Larger Land of which the Second Land is a part.
  - Pursuant to the Deed of Exchange referred to in Section C(III) below, Indiabulls Infraestate conveyed and transferred in favour of the MCGM a portion of the Balance Second Larger Land measuring 472 square metres in exchange for the Third Land. Accordingly, the area of the Balance Second Larger Land stood reduced to 4,454.14 square metres, being the Second Land.
  - C.S. No. 133(part) admeasuring 472 square metres or thereabout – the Third Land:
  - By and under a Deed of Exchange dated 8<sup>th</sup> February, 2018 executed inter alia between MCGM (therein referred to as the Corporation) of the First Part and Indiabulls Infraestate (therein referred to as the Party of the Third Part) and registered with the office of the Sub Registrar of Assurances under Serial No. 1300 of 2018, MCGM transferred and conveyed by way of exchange in favour of Indiabulls Infraestate the Third Land in the manner and on the terms and conditions mentioned therein. In consideration of this exchange, Indiabulls Infraestate transferred and conveyed to MCGM a portion of the Second Larger Land admeasuring 472 square meters more particularly described in the Second Schedule thereunder written. Necessary formalities need to be completed for release of the mortgage over the said 472 square metres of the Second Larger Land created in favour of IDBI Trusteeship Services Limited (as more particularly described in Section H (8) below) including a Deed of Reconveyance.
  - We have perused the two Possession Receipts, both dated 2<sup>nd</sup> June, 2018 bearing Reference No. AC/Estates/22898/A.E. (Imp) I, II wherein MCGM and Indiabulls Infraestate have each recorded the handing over of possession of municipal passage land bearing C.S. No. 133(part) of Lower Parel Division having an area admeasuring 472 square meters in lieu of equivalent area of adjoining freehold land of Indiabulls Infraestate on C.S. No 131, 132, 1/132 of Lower Parel Division.

- Consent Terms and were also not present before the Hon'ble Bombay High Court at the time of the passing of the Consent Decree. However, the Hon'ble Bombay High Court held that the said Consent Terms would also apply to Respondents 7A to 7N in the said Company Petition, with a modification that the amount payable under the said Consent Terms to original Respondent No.7 would be deposited with the Prothonotary and Senior master, High Court, ("the Prothonotary") to the credit of Suit No. 3262 of 1991, to be dealt with in accordance with the orders to be passed by the appropriate court. OEL has declared that the Consent Decree was not challenged by any of the parties thereto.
- Pursuant to the said Consent Terms and the Consent Decree, Particulars and Conditions of Sale for, inter-alia, the Fourth Land were settled by the two Solicitors on 9<sup>th</sup> March 1994 ("Conditions of Sale"). It was mentioned in the Conditions of Sale that the Deed of Conveyance of 12<sup>th</sup> May 1947 would be taken as the root of title. In the Conditions of Sale, the area of the Fourth Land was mentioned as under-
    - C.S. No. 128– 4,913 square yards corresponding to 4,109.38 square metres;
    - C.S. No. 129– 1,588 square yards corresponding to 1,328.25 square metres; and
    - C.S. No. 130– 2,487 square yards corresponding to 2,079.35 square metres and 2,728 square yards corresponding to 2,280 square metres (therein incorrectly mentioned as 2,080 square metres) as per Collector's records.
  - It then appears that the said Solicitors published advertisements in two newspapers being Bombay Samachar dated 9<sup>th</sup> March, 1994 and the Free Press Journal dated 12<sup>th</sup> March, 1994 inviting offers from the public for the sale of, inter alia, the Fourth Land, on an as is where is basis on the terms and conditions recorded in the Conditions of Sale.
  - OPPL (then known as National Cotton Products Private Limited ("NCPPL") and now merged with OEL as stated hereinbelow) was the highest bidder and offered to purchase the Fourth Land together with certain other properties of Amtee for a total consideration of Rs.1,65,00,000/- (Rupees One Crore Sixty Five Lakh). The said Solicitors accepted the said bid, subject to the sanction of the Hon'ble Bombay High Court and an agreement dated 2<sup>nd</sup> April 1994 was also executed with OPPL (then known as NCPPL). OEL has declared that it does not have a copy of the aforesaid Agreement dated 2<sup>nd</sup> April 1994.
  - The said Solicitors submitted their report dated 12<sup>th</sup> September, 1994 to the Hon'ble High Court. The Hon'ble Bombay High Court, by and under its order dated 17<sup>th</sup> November, 1994 ("the Confirmation Order"), passed by Hon'ble Mr. Justice V.P. Tipnis in the said

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Company Petition, confirmed the sale of the Fourth Land (together with certain other properties) in favour of OPPL (then known as NCPPL) subject to the modification that the sale price would be Rs.1,80,00,000/- (Rupees One Crore Eighty Lakh) instead of Rs.1,65,00,000/- (Rupees One Crore Sixty Five Lakh) on the terms and conditions mentioned therein. The Confirmation Order also mentioned that the conveyance in favour of OPPL (then known as NCPPL) would be executed by the said Solicitors being Mr. A.S.T. Zaidy and Mr. Y.H. Mithi, instead of the Court Receiver. OEL has declared that the Consent Decree read with the Confirmation Order are final, binding and subsisting and no appeal was or has been filed or proceeding initiated for challenging the same or for having the same set aside.

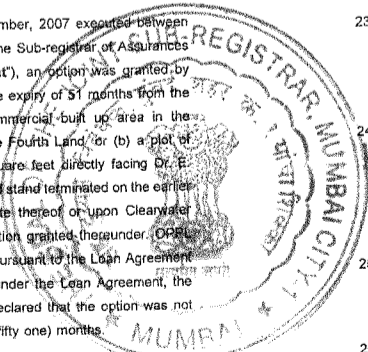
9. By and under an Order dated 1<sup>st</sup> March 1995 as modified by Order dated 21<sup>st</sup> April, 1995 issued by the Appropriate Authority (Income Tax Department), the Appropriate Authority granted its no-objection for the transfer of the Fourth Land by Amtee in favour of OPPL (then known as NCPPL) for the consideration of Rs.1,80,00,000/- (Rupees One Crore Eighty Lakh) in the manner provided therein. It was mentioned in the order dated 1<sup>st</sup> March 1995 that the no-objection certificate dated 1<sup>st</sup> March 1995 was issued without prejudice to the income tax proceedings pending or contemplated under any other provision of the Income Tax Act, 1961.
10. By and under an Indenture of Conveyance dated 28<sup>th</sup> September, 1995 ("the said Conveyance") executed between Amtee (represented by the said Solicitors) (therein referred to as the Vendor) of the One Part and NCPPL (therein referred to as the Purchasers) of the Other Part and registered with the office of the Sub-registrar of Assurances under Serial No.3263 of 1995, Amtee granted, conveyed, transferred, assigned and assured unto NCPPL forever, inter alia, the Fourth Land for the consideration and on the terms and conditions mentioned therein subject to the rights of the tenants (a list whereof was annexed thereto and marked as Annexure IV) and together with the benefit of the covenant for production of title deeds as set out therein.
11. In the said Conveyance, the area of the Fourth Land was mentioned as under:-
  - (i) C.S. No. 128 -- 4,913 square yards corresponding to 4,109.38 square metres;
  - (ii) C.S. No. 129 -- 1,588 square yards; and
  - (iii) C.S. No. 130 -- 2,487 square yards corresponding to 2,079.35 square metres and 2,728 square yards, as per Collector's records.

D.A.

- (ii) C.S. No. 129 - admeasuring 1600 square yards corresponding to 1,337.79 square metres; and
- (iii) C.S. No. 130 - admeasuring 2,487 square yards corresponding to 2,079.35 square metres but, as per collector's records, admeasuring 2,728 square yards corresponding to 2,280.95 square metres.

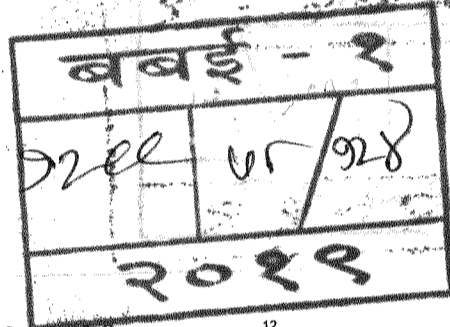
In the Second Rectification Deed, the parties thereto confirmed the said Conveyance and the First Rectification Deed.

17. It appears that by and under a Loan Agreement dated 5<sup>th</sup> November, 2007 ("Loan Agreement") executed between Clearwater Capital Partners India Private Limited ("Clearwater") and OPPL (then known as NCPPL) a loan had been obtained from Clearwater for which a mortgage by deposit of title deeds was created on the Fourth Land. Subsequently, by and under a letter dated 14<sup>th</sup> December, 2010 addressed by Clearwater to OPPL, Clearwater has confirmed that it has received all outstanding payments due under the loan agreement along with the TDS certificates from OPPL (then known as NCPPL) and there are no amounts outstanding to Clearwater. We have also inspected a copy of the Form 17 filed by OPPL with the Registrar of Companies for release of the charge created in favour of OPPL.
18. By and under a Land Option Agreement dated 5<sup>th</sup> November, 2007 executed between OPPL and Clearwater and registered with the office of the Sub-registrar of Assurances under Serial No.3805 of 2007 ("the Option Agreement"), an option was granted by OPPL to Clearwater to purchase at any time prior to the expiry of 51 months from the date of the Agreement, (a) 15,000 square feet of commercial built up area in the commercial premises proposed to be constructed on the Fourth Land, or (b) a plot of commercially developable land admeasuring 15,000 square feet directly facing Dr. E. Moses Road. The Option Agreement provided that it would stand terminated on the earlier of (a) the expiry of 51 (fifty one) months from the date thereof or upon Clearwater providing a written notice to OPPL to terminate the option granted thereunder. OPPL has declared that the Option Agreement was executed pursuant to the Loan Agreement and that upon repayment of the loan and all amounts under the Loan Agreement, the Option Agreement stood terminated. OPPL has also declared that the option was not exercised by Clearwater during the option period of 51 (fifty one) months.
19. By and under a Memorandum of Understanding dated 16<sup>th</sup> October, 2010 ("the First MOU") executed between OPPL (then known as NCPPL) (therein referred to as the Owner) of the First Part, Rohan Developers Private Limited (therein and hereinafter referred to as "Rohan") of the Second Part, Mr. Deven Mehta (therein referred to as



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12. By and under a letter dated 8<sup>th</sup> June 1996 addressed by M/s. Zaidy & Co. to the Income Tax Officer, Company Cir.5 (1), Aayakar Bhavan, Mumbai, M/s. Zaidy & Co. under cover of this letter forwarded copies of the income tax challans referred to therein for the assessment years 1990-91, 1991-92, 1992-93 and 1993-94. It was mentioned that the payments referred to in the challans were made by the Court Receiver, High Court, Mumbai and the receiver of the property in Company Application No. 1580 of 1993 on behalf of Amtee. It was also mentioned that the Court Receiver, High Court, Mumbai had filed returns up to assessment year 1994-95 in the office of the Income Tax. It was mentioned that Amtee had sufficient assets to discharge its liabilities.
13. By and under a letter dated 13<sup>th</sup> June 1996 addressed by M/s. Zaidy & Co. to the Income Tax Officer, Company Cir. 5 (1), Aayakar Bhavan, Mumbai, M/s. Zaidy & Co. forwarded to the Income Tax Officer certain statements referred to therein. It was also mentioned that an amount of Rs. 4,00,000/- (Rupees four lakh) would be set aside from the consideration received from the sale of inter-alia the Fourth Land towards the tax liability of Amtee as set out therein. A copy of the letter dated 4<sup>th</sup> December, 1992 addressed by the Court Receiver to the Tax Recovery Officer-5 was also enclosed therewith. The Income Tax Officer was requested to issue a challan for the capital gains tax computation sent to the Income Tax Officer under letter dated 24<sup>th</sup> May 1996.
14. We have also seen a copy of the application made by the said Solicitors in the said Company Petition wherein the said Solicitors have mentioned that the arrears of the income tax dues of Amtee were paid out of the sale proceeds.
15. By and under a registered Deed of Rectification dated 15<sup>th</sup> January, 2001 ("the First Rectification Deed"), Amtee rectified the description of the land fifthly described in the Schedule annexed to the said Conveyance incorporating therein the said C.S. No.125 of Worli Division in the manner and on the terms and conditions mentioned therein. The said C.S. No. 125 does not form part of the Fourth Land.
16. By and under a Deed of Rectification dated 16<sup>th</sup> June, 2004 executed between Amtee (therein referred to as the Vendors) of the One Part and OPPL (then known as NCPPL) (therein referred to as the Purchasers) of the Other Part and registered with the office of the Sub-registrar of Assurances under Serial No. 4555 of 2004 ("the Second Rectification Deed"), Amtee and OPPL (then known as NCPPL), inter-alia, rectified the area of the Fourth Land. In the Second Rectification Deed, the area of the Fourth Land has been mentioned as under: -
  - (i) C.S. No. 128 - admeasuring 5,013 square yards corresponding to 4,191.50 square metres.

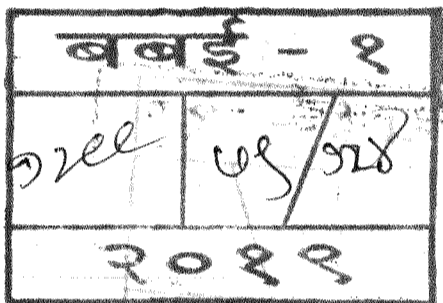


- Deven) of the Third Part, Mr. Chetan Shah (therein referred to as Chetan) of the Fourth Part and Mr. Rajendra Somani (therein referred to as the Parijat Group) of the Fifth Part, the parties therein agreed to develop the Fourth Land in the manner provided therein. A sum of Rs.45,00,00,000/- (Rupees forty five crore) was paid by Rohan to OPPL upon the execution of the First MOU.
20. By and under a certificate of change of name dated 1<sup>st</sup> November, 2010 the name of National Cotton Products Private Limited was changed to OPPL.
21. By and under a Power of Attorney dated 28<sup>th</sup> June, 2011 and registered with the office of the Sub-registrar of Assurances under Serial No. 6046 of 2011 executed by OPPL in favour of Mr. Rohan J. Mehta and Mr. Anuj J. Mehta, OPPL had granted powers to Mr. Rohan J. Mehta and Mr. Anuj J. Mehta to, jointly as well as severally, do various acts, deeds, matters and things mentioned therein.
22. OPPL has declared that upon repayment of the loan taken from Clearwater (as mentioned above) Clearwater released the original title deeds pertaining to the Fourth Land to OPPL and OPPL deposited the same in escrow with M/s. D.M. Harish & Co. ("the Escrow Agent") as required by the First MOU. The original signed version of the First MOU was also deposited in escrow with the Escrow Agent.
23. By and under a declaration notarized on 18<sup>th</sup> July 2014 executed by OPPL, Rohan, Mr. Deven Mehta, Mr. Chetan Shah and Mr. Rajendra Somani, it was recorded, inter alia, that the First MOU had been mutually terminated and therefore the First MOU stood annulled without any liability to or obligation upon any party thereto.
24. By and under a Memorandum of Understanding dated 18<sup>th</sup> July, 2014 ("the Second MOU") executed between OPPL (therein referred to as the Owner) of the First Part, Rohan (therein referred to as Rohan) of the Second Part and Mr. Rajendra Somani (therein referred to as the Parijat Group) of the Third Part, the parties therein agreed to develop the Fourth Land in the manner provided therein.
25. Subsequently, disputes arose between the parties to the Second MOU and Arbitration Petition bearing No.1577 of 2015 was filed by Rohan against OPPL and others in the High Court of Judicature at Bombay ("the said Arbitration Petition").
26. Rohan, OPPL and Rajendra arrived at a settlement of all their disputes and filed Consent Terms dated 28<sup>th</sup> September, 2015 ("the Arbitration Consent Terms") in the said Arbitration Petition. The Hon'ble Bombay High Court disposed of the said Arbitration Petition in terms of the Arbitration Consent Terms by and under its order dated 28<sup>th</sup>

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September 2015. In the Arbitration Consent Terms, Rohan has, inter alia, released and relinquished all its right, title and interest in the Fourth Land and confirmed that on and from the date of the Arbitration Consent Terms it had no right, title or interest in the Fourth Land or in its redevelopment. Certain payments were required to be made by OPPL to Rohan in terms of the Arbitration Consent Terms and to secure these payments it was recorded in the Arbitration Consent Terms that Rohan would have a charge on the Fourth Land. By and under a letter agreement dated 8<sup>th</sup> April, 2017 executed between OPPL, Rohan and Rohan International, it was recorded that Rohan has received payment of the full amount under the Arbitration Consent Terms and no amount was due and payable of any nature whatsoever.

27. By and under a development agreement dated 2<sup>nd</sup> June 2016 ("Tapir JDA") executed by and between OPPL and Tapir Realty Developer Limited ("Tapir"), OPPL granted development rights to Tapir with respect to the Fourth Land to redevelop the Fourth Land under Regulation 33(7) of the DCR and other provisions of Applicable Law on the terms and conditions more particularly set out therein.
28. Simultaneously, with the execution of the Tapir JDA, OPPL and Tapir executed a letter whereby it was recorded that OPPL had handed over the Fourth Land and had granted an irrevocable licence to enter upon and remain on the Fourth Land in terms of and pursuant to the Tapir JDA ("said Tapir Letter"). This letter further recorded that there are two structures standing on the Fourth Land;
29. Simultaneously with the execution of the Tapir JDA, OPPL also executed a power of attorney dated 2<sup>nd</sup> June, 2016 ("Tapir POA") in favour of Tapir to do various acts, deeds matters and things with respect to the redevelopment of the Fourth Land.
30. By and under a Right of Way Agreement dated 2<sup>nd</sup> June, 2016 executed between OPPL (therein referred to as "the Grantor"), Indiabulls Real Estate Limited ("IREL") (therein referred to as "the Grantee") and Tapir (therein referred to as "the Confirming Party"), OPPL agreed to grant a right of way to IREL on a portion of the Fourth Land on the terms and conditions more particularly set out therein ("Tapir Right of Way Agreement").
31. By and under a Deed of Cancellation dated 1<sup>st</sup> September 2016 executed by and between OPPL of the one part, Tapir of the second part and IREL of the third part, OPPL and Tapir terminated, rescinded, revoked and cancelled the Tapir JDA and the transaction set out therein and terminated the license granted to Tapir under the said Tapir Letter, the Tapir POA and Tapir Right of Way Agreement and Tapir surrendered and relinquished all its right, title and interest of any nature whatsoever in respect thereof including the Fourth Land.



37. By and under an amendment agreement dated 16<sup>th</sup> April 2018 ("Amended Indiabulls Infraestate JDA") executed between OEL (therein referred to as Orion) of the one part and Indiabulls Infraestate (therein referred to as the Developer) of the other part and registered with the Sub-Registrar of Assurances bearing Serial No. 4183 of 2018, the parties thereto amended certain terms of the Indiabulls Infraestate JDA.

38. In these circumstances the development rights in respect of the Fourth Land came to be vested in Indiabulls Infraestate.

#### D. Survey Register

##### 1. Cadastral Survey No. 131:

We have perused the Survey Register for the Town and Island of Bombay in respect of C.S. No. 131 dated 18<sup>th</sup> December 2018 and we record as under: -

- The area is mentioned as 4,898.49 square metres; and
- The name of Indiabulls Infraestate is showing in column 10 as the person in beneficial ownership.

##### 2. Cadastral Survey No. 132

We have perused the Survey Register for the Town and Island of Bombay in respect of C.S. No. 132 dated 18<sup>th</sup> December 2018 and we record as under: -

- The area is mentioned as 29,040.34 square metres; and
- The name of Indiabulls Infraestate is showing in column 10 as the person in beneficial ownership.

##### 3. Cadastral Survey No. 1/132:

We have perused the Survey Register for the Town and Island of Bombay in respect of C.S. No. 1/132 dated 18<sup>th</sup> December 2018 and we record and observe as under: -

- The area is mentioned as 7,726.32 square metres;
- The name of Indiabulls Infraestate is showing in column 10 as the person in beneficial ownership in respect of 4,823.14 square metres. This area should be updated to reflect the portion handed over to the MCGM pursuant to the deed of exchange referred to in sub-clause (ii) below.



32. By and under a letter agreement dated 1<sup>st</sup> September 2016 executed by and between OPPL and Indiabulls Infraestate, it was recorded that OPPL had handed over the Fourth Land and had granted an irrevocable licence to enter upon and remain on the Fourth Land in terms of and pursuant to the Indiabulls Infraestate JDA (defined hereinbelow) ("said Indiabulls Infraestate Letter").
33. By and under a Joint Development Agreement dated 1<sup>st</sup> October 2016 ("Indiabulls Infraestate JDA") executed between OPPL (therein referred to as Orion) of the one part and Indiabulls Infraestate (therein referred to as the Developer) of the second part and registered with the Sub-Registrar of Assurances bearing Serial No. 5092 of 2016, the Parties thereto agreed to jointly develop the Fourth Land for the consideration and on the terms and conditions more particularly mentioned therein.
34. OPPL executed an Irrevocable Power of Attorney dated 1<sup>st</sup> October 2016 and registered with the office of the Sub-Registrar of Assurances at Serial No. 5448 of 2016 in favour of Indiabulls Infraestate to do various acts, deeds, matters and things with respect to the redevelopment of the Fourth Land.
35. By and under an order dated 18<sup>th</sup> October 2017 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench in Company Petition Nos. 845 and 846 OPPL amalgamated with OEL in the manner and on the terms set out therein. In these circumstances, the Fourth Land came to be vested in OEL.
36. By and under Advance Possession Receipt dated 28<sup>th</sup> November 2017 OPPL handed over a portion of the Fourth Land (as described hereinbelow) to Mumbai Metro Rail Corporation Limited in the manner and on the terms and conditions as stated therein:

Type of Land Requirement	Area	Area as demarcated on site at the time of possession	Date of Handing Over
Temporary Area (required for Common Pile Execution and Capping Beam works)	164 sq. mt.	164 sq. mt.	28 <sup>th</sup> November 2017
Temporary Area (required for 3-5 years)	597 sq. mt.	597 sq. mt.	28 <sup>th</sup> November 2017
Permanent Below Ground Area	82 sq. mt.	82 sq. mt.	28 <sup>th</sup> November 2017
Permanent Above Ground Area	112 sq. mt.	112 sq. mt.	28 <sup>th</sup> November 2017

- The name of MCGM is showing in column 10 as the person in beneficial ownership in respect of 472 square metres being the subject matter of the Deed of Exchange referred to in Section C (III) above. This portion should be sub-divided from C.S. No. 1/132 and a separate Cadastral Survey No. should be assigned to this portion;
- This Survey Register should also be updated to reflect the name of MCGM for the portion of 2,368.82 square metres that was handed over to MCGM pursuant to Regulation 59 of the DCR and this portion should be sub-divided from C.S. No. 1/132 and a separate Cadastral Survey No. should be assigned to this portion.

##### 4. Cadastral Survey No. 133(part)

We have perused the Survey Register for the Town and Island of Bombay in respect of C.S. No. 133 dated 18<sup>th</sup> December 2018 and we record and observe as under: -

- The area is mentioned as 4,138.69 square metres; and
- The name of Indiabulls Infraestate is showing in column 10 as the person in beneficial ownership in respect of 472 square metres being the subject matter of the Deed of Exchange referred to in Section C (III) above. This portion should be sub-divided from C.S. No. 133 and a separate Cadastral Survey No. should be assigned to this portion.

##### 5. Cadastral Survey No. 128:

We have perused the Survey Register for the Town and Island of Bombay in respect of C.S. No. 128 dated 31<sup>st</sup> December 2018 and we record and observe as under: -

- The area is mentioned as 4,191.50 square metres;
- The name of OPPL is showing in column 10 as the person in beneficial ownership. This should be updated to reflect the name of OEL; and
- The remarks column reflects that the right, title and interest of Artee had been attached by the Additional Collector (Income Tax) vide the following:
  - Letter No. ITX/COM-CIR-1801, 1860 dated 24<sup>th</sup> June 1964;
  - Letter No. ITX/COM-CIR-III(9) 2945 dated 26<sup>th</sup> July, 1966 for Rs. 37,319.29/- (Rupees thirty seven thousand three hundred and nineteen and paise twenty nine); and
  - Order No. ITX/COM-CIR-2945 Etc. dated 26<sup>th</sup> October, 1966 for

Rs.60,901.93/- (Rupees sixty thousand nine hundred and one and paise ninety three).

#### 6. Cadastral Survey No. 129

We have perused the Survey Register for the Town and Island of Bombay in respect of C.S. No.129 dated 31<sup>st</sup> December 2018 and we record and observe as under: -

- (i) The area is mentioned as 1337.79 square metres;
- (ii) The name of OPPL is showing in column 10 as the person in beneficial ownership. This should be updated to reflect the name of OEL; and
- (iii) The remarks column reflects that the right, title and interest of Amtee had been attached by the Additional Collector (Income Tax) vide the following:
  - (a) Letter No. ITX/COM-CIR-1801, 1660 dated 24<sup>th</sup> June, 1964;
  - (b) Letter No. ITX/COM-CIR-III(9) 2945 dated 26<sup>th</sup> March, 1966 for Rs. 37,319.29/- (Rupees thirty seven thousand three hundred and nineteen and paise twenty nine); and
  - (c) Order No. ITX/COM-CIR-2945 Etc. dated 26<sup>th</sup> October, 1968 for Rs.60,901.93/- (Rupees sixty thousand nine hundred and one and paise ninety three).

#### 7. Cadastral Survey No. 130

We have perused the Survey Register for the Town and Island of Bombay in respect of C.S. No.130 dated 31<sup>st</sup> December 2018 and we record and observe as under:-

- (i) The area is mentioned as 2,280.95 square metres;
- (ii) The name of OPPL is showing in column 10 as the person in beneficial ownership. This should be updated to reflect the name of OEL; and
- (iii) The remarks column reflects that the right, title and interest of Amtee had been attached by the Additional Collector (Income Tax) vide the following:
  - (a) Letter No. ITX/COM-CIR-1801, 1660 dated 24<sup>th</sup> June, 1964;
  - (b) Letter No. ITX/COM-CIR-III(9) 2945 dated 26<sup>th</sup> July, 1966 for Rs. 37,319.29/- (Rupees thirty seven thousand three hundred and nineteen

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Division ("Fourth DP Remark")

As per the Fourth DP Remark:

- (i) the reservation affecting the land described hereinabove is a secondary school; and
- (ii) the land described hereinabove is a residential zone.

5. MCGM has issued DP remark dated 10<sup>th</sup> February, 2017 bearing No. Ch. E/ 2938/ D.P. Rev under the draft Development Plan 2034 for the plot bearing C.S. Nos 128, 129, 130, 131- 132- 134, 1/132, 133 of Lower Parel Division ("the Fifth DP Remark")

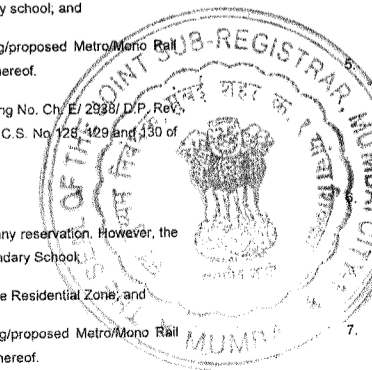
As per the Fifth DP Remark:

- (i) The land described hereinabove is not affected by any reservation. However, the reservation for rehabilitation and resettlement abuts the same;
- (ii) The land described hereinabove is situated within the Residential Zone;
- (iii) The designations affecting the land described hereinabove are (i) recreation ground and (ii) primary and secondary school;
- (iv) The designations abutting the land described hereinabove are (i) cinema theatre, (ii) post and telegraph and (iii) primary and secondary school; and
- (v) The land described hereinabove abuts the existing/proposed Metro/Mono Rail alignment or within influence zone of station areas thereof.

6. MCGM has issued DP remark dated 24<sup>th</sup> March, 2017 bearing No. Ch. E/ 2938/ D.P. Rev, under the draft Development Plan 2034 for the plot bearing C.S. No. 128, 129 and 130 of Lower Parel Division ("the Sixth DP Remark")

As per the Sixth DP Remark:

- (i) The land described hereinabove is not affected by any reservation. However, the designations affecting the land is Primary and Secondary School;
- (ii) The land described hereinabove is situated within the Residential Zone; and
- (iii) The land described hereinabove abuts the existing/proposed Metro/Mono Rail alignment or within influence zone of station areas thereof.



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and paise twenty nine); and

- (c) Order No. ITX/COM-CIR-2945 Etc. dated 26<sup>th</sup> October, 1968 for Rs.60,901.93/- (Rupees sixty thousand nine hundred and one and paise ninety three).

#### E. Reservations

1. MCGM has issued a D.P. Remark dated 18<sup>th</sup> December, 2009 bearing No. CHE/983/DPCity/G/S for the plot bearing CS No. 1/132 of Lower Parel Division ("the First DP Remark").

As per the First DP Remark:

- (i) The land described hereinabove is not affected by any reservation. However, the reservation of Housing for Dishoused abuts the same; and
- (ii) The land described hereinabove is situated within the Special Industrial Zone.

2. MCGM has issued a D.P. Remark dated 15<sup>th</sup> January, 2010 bearing No. CHE/1092/DPCity/G/S for the plot bearing CS No. 131-132-134 of Lower Parel Division ("the Second DP Remark").

As per the Second DP Remark:

- (i) The land described hereinabove is not affected by any reservation. However, the reservation of Housing for Dishoused abuts the same; and
- (ii) The land described hereinabove is situated within the Special Industrial Zone.

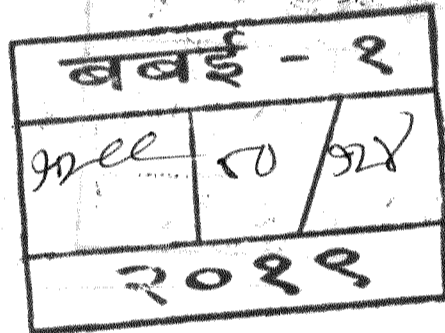
3. MCGM has issued a D.P. Remark dated 18<sup>th</sup> June, 2012 bearing No. CHE/272/DPCity/G/S for the plot bearing CS No. 131-132-134 & 1/132 of Lower Parel Division ("the Third DP Remark").

As per the Third DP Remark:

- (i) The land described hereinabove is not affected by any reservation. However, the reservation of Housing for Dishoused abuts the same; and
- (ii) The land described hereinabove is situated within the Special Industrial Zone.

4. MCGM has issued DP Remark dated 8<sup>th</sup> July 2013 bearing reference No. CHE/338/DPCity/G/S for the plot bearing C.S. Nos. 128, 129 and 130 of Lower Parel

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#### F. Approvals

1. By and under an Undertaking dated 24<sup>th</sup> January, 2011 and registered with the office of the Sub-registrar of Assurances at Serial No. 650 of 2011 made by Indiabulls Infraestate in favour of the Municipal Commissioner of Greater Mumbai, Indiabulls Infraestate gave an undertaking for the proposed integrated development of property bearing C.S. No. 131, 132 (Bharat Mill) and 1/132 (Podar Mill) of Lower Parel Division, on the terms and conditions as stated therein.

2. By and under a letter dated 22<sup>nd</sup> June, 2011 bearing Ref No. EEB/6282/Sur/City addressed by MCGM to Spaceage Consultants, it was recorded that the area under set back was 779.61 square metres, which was subject to joint measurements with City Survey Officer along with concerned Ward Staff.

3. By and under letter dated 22<sup>nd</sup> December, 2012 addressed by MCGM to Indiabulls Infraestate, MCGM granted approval for conveying the Third Land in exchange of 472 square meters of the Balance Second Larger Land, subject to the terms and conditions as stated therein.

4. By and under a Letter dated 12<sup>th</sup> April, 2013 addressed by the Mumbai Building Repairs and Reconstruction Board ("MBR&R Board") to OPPL, the MBR&R Board has issued a letter of intent permitting OPPL to apply to the MCGM for obtaining an approval/IOD for the proposed building plans with respect to the Fourth Land.

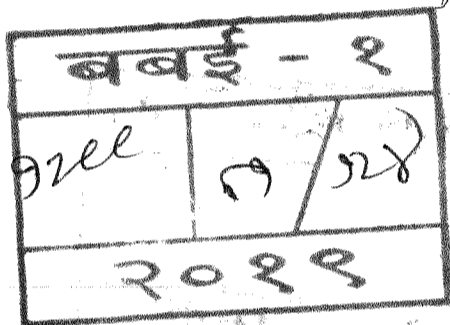
Pursuant to an application made by OPPL for the redevelopment of the Fourth Land under Regulation 33(7) of the DCR, MHADA has issued its no-objection certificate dated 6<sup>th</sup> June, 2013 in favour of OPPL in the manner and on the terms and conditions mentioned herein. This no-objection certificate was revalidated by the MBR&R Board by its letter dated 2<sup>nd</sup> May 2016 till 5<sup>th</sup> June 2017.

By and under a letter dated 26<sup>th</sup> June, 2013 addressed by the Airports Authority of India ("AAI") to M/s Spaceage Consultants, the AAI granted its no objection for construction of proposed building by Indiabulls Infraestate on the land bearing C.S. No. 131, 132 and 1/132 of Bharat and Podar Mill upto the height as mentioned therein on the terms and conditions as stated therein.

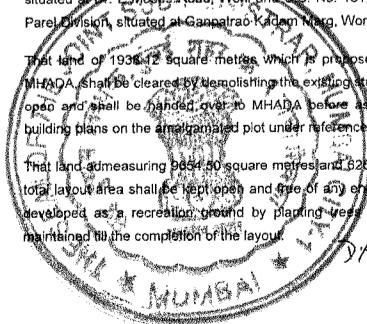
7. By and under an Undertaking dated 2<sup>nd</sup> August, 2014 addressed by authorised representative of OPPL to the Municipal Commissioner, MCGM and registered with the office of the Sub-Registrar of Assurances at Serial No. 6890 of 2014, OOPL undertook to do all acts, deeds and things as set out therein

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8. By and under a letter dated 11<sup>th</sup> September, 2014 addressed by AAI to Indiabulls Infraestate, the AAI granted its no objection for construction of proposed Tower B and Tower C on the land bearing C.S. No. 131, 132 and 1/132 of Bharat and Podar Mill upto the height as mentioned therein on the terms and conditions as stated therein.
9. By and under a Letter dated 17<sup>th</sup> October, 2014 addressed by the Mumbai Metropolitan Region Development Authority to the Chief Engineer, Development Plan, MCGM, the NOC from MRTS Line-III point of view for the Fourth Land has been issued subject to the terms and conditions mentioned therein. This NOC was valid for one year.
10. By and under a Letter dated 1<sup>st</sup> December, 2014 addressed by the Government of Maharashtra, Environment Department to OPPL, the State Environment Impact Assessment Authority has accorded environmental clearance to the said project on land bearing C.S. No. 128, 129 and 130 of Lower Parel Division under the provisions of the Environment Impact Assessment Notification 2006 subject to the terms and conditions mentioned therein.
11. By and under a Letter dated 26<sup>th</sup> December, 2014 addressed by the MCGM to OPPL, permission for transplantation/ trimming/ retention of trees on the Fourth Land has been granted subject to the terms and conditions mentioned therein.
12. By and under a Letter dated 6<sup>th</sup> January, 2015 addressed by the MCGM, the Chief Fire Officer, Mumbai Fire Brigade has granted its NOC subject to the terms and conditions mentioned therein.
13. By and under a Letter dated 22<sup>nd</sup> May, 2015 addressed by the MCGM to Nilesh Kadakia of M/s. Kadakia N.K. the amended plans for the Fourth Land have been approved subject to the terms and conditions mentioned therein.
14. By and under a Letter dated 30<sup>th</sup> May, 2015 addressed by the MCGM to Nilesh Kadakia, Architect, plans for the phase programme have been approved subject to the terms and conditions mentioned therein.
15. By and under an Undertaking cum Indemnity Bond dated 23<sup>rd</sup> January, 2017 and registered with the office of the Sub-Registrar of Assurances at Serial No. 423 of 2017 executed by Indiabulls Infraestate in favour of the Municipal Commissioner, MCGM, Indiabulls Infraestate gave the undertakings mentioned therein for grant of C.C. for permitted height of staircase / lift core, lift lobby, with overhead water tank.
16. By and under an Undertaking dated 21<sup>st</sup> March, 2017 and registered with the office of the Sub-Registrar of Assurances at Serial No. 1597 of 2017 executed by Indiabulls Infraestate



25. By and under an Undertaking dated 24<sup>th</sup> October, 2017 addressed by one Mr. Purav Acharya on behalf of Indiabulls Infraestate to the Municipal Commissioner, MCGM and registered with the Sub-Registrar of Assurances at Serial No. 7099 of 2017, the said Mr. Purav Acharya undertook to do all acts, deeds and things as set out therein.
26. By and under an Undertaking dated 9<sup>th</sup> November, 2017 addressed by one Mr. Purav Acharya on behalf of Indiabulls Infraestate to the Executive Engineer, Building Proposal, MCGM and registered with the Sub-Registrar of Assurances at Serial No. 7491 of 2017, the said Mr. Purav Acharya undertook to do all acts, deeds and things as set out therein.
27. By and under an Undertaking cum Indemnity Bond dated 23<sup>rd</sup> January, 2018 and registered with the office of the Sub-Registrar of Assurances at Serial No. 679 of 2018 executed by Indiabulls Infraestate in favour of the Municipal Commissioner, MCGM, Indiabulls Infraestate gave the undertakings mentioned therein for grant of C.C. for permitted height of staircase / lift core, lift lobby, with overhead water tank.
28. By and under an Undertaking dated 17<sup>th</sup> April, 2018 addressed by one Mr. Purav Acharya on behalf of Indiabulls Infraestate to the Municipal Commissioner, MCGM and registered with the Sub-Registrar of Assurances at Serial No. 3601 of 2018, the said Mr. Purav Acharya undertook to do all acts, deeds and things as set out therein, including but not limited to the following:
  - (i) That the plot admeasuring 2368.82 square metres + 472 square metres which were proposed to be handed over to MCGM shall be cleared by demolishing the existing structures and shall be kept open and shall be handed over to MCGM before asking for approval to any building plans on the amalgamated plot under reference i.e., property bearing C.S. No. 128, 129, 130 of Lower Parel Division, situated at E. M. Dadas Road, Worli and C.S. No. 131, 132 and 1/132 of Lower Parel Division, situated at Ganpatrao Kadam Marg, Worli.
  - (ii) That land of 1936.12 square metres which is proposed to be handed over to MHADA shall be cleared by demolishing the existing structures and shall be kept open and shall be handed over to MHADA before asking for approval to any building plans on the amalgamated plot under reference.
  - (iii) That land admeasuring 9894.90 square metres and 32371 square metres of the total layout area shall be kept open and free of any encumbrances and shall be developed as a recreation ground by planting trees and it shall be properly maintained till the completion of the layout.



- in favour of the Municipal Commissioner, MCGM, Indiabulls Infraestate undertook *inter alia* to hand over the proposed club house to the federation of society.
17. By and under a letter dated 29<sup>th</sup> March, 2017 addressed by AAI to Indiabulls Infraestate the AAI granted its no objection for construction of proposed Tower C on the land bearing C.S. No. 131, 132 and 1/132 of Bharat and Podar Mill upto the height as mentioned therein on the terms and conditions as stated therein.
18. By and under a letter dated 16<sup>th</sup> May, 2017 addressed by AAI to Indiabulls Infraestate the AAI granted its no objection for proposed construction on the land bearing C.S. No. 128, 129 and 130 of Lower Parel Division upto the height as mentioned therein on the terms and conditions as stated therein. This approval is valid upto 15<sup>th</sup> May, 2022.
19. By and under an Undertaking for Mechanized Parking dated 23<sup>rd</sup> June, 2017 addressed by Indiabulls Infraestate to the Executive Engineer, Building Proposal, MCGM and registered with the Sub-Registrar of Assurances at Serial No. 5211 of 2017, Indiabulls Infraestate indemnified MCGM against any litigation arising out of hardship to user in case of failure of mechanized system / car lifts / nuisance due to mechanical system / car lifts / to the building under reference and to the adjoining wing / adjoining building.
20. By and under letter dated 14<sup>th</sup> July, 2017 issued by the office of the District Collector, the boundaries for C.S. No. 128, 129 and 130 were demarcated.
21. By and under letter dated 14<sup>th</sup> July, 2017 issued by the office of the District Collector, the boundaries for C.S. No. 131, 132 and 1/132 were demarcated.
22. By and under a Declaration cum Indemnity Bond dated 27<sup>th</sup> July, 2017 and registered with the office of the Sub-Registrar of Assurances at Serial No. 3794 of 2017 executed by the authorised representative of Indiabulls Infraestate and Indiabulls Infratech, MHADA was indemnified against any actions that may be instituted against MHADA in respect of 1,936.12 square metres of the Second Larger Land which was transferred to MHADA.
23. By and under letter dated 6<sup>th</sup> August, 2017 addressed by MCGM to Indiabulls Infraestate, the MCGM granted approval for conveying the Third Land, in exchange of 472 square meters of the Balance Second Larger Land, to Indiabulls Infraestate although various applications were made by IREL.
24. By and under letter dated 9<sup>th</sup> August, 2017 addressed by State Level Environment Impact Assessment Authority, environment clearance was granted for residential development on the land bearing C.S. No. 131, 132 and 1/132 on the terms and conditions as stated therein.

- (iv) That the plot shown as R.G. shall not be sold/leased or otherwise disposed of after developing the land and the same shall be handed over to the Society/Federation of Societies.
29. By and under an Undertaking for Occupation dated 16<sup>th</sup> May, 2018 and registered with the office of the Sub-Registrar of Assurances at Serial No. 4672 of 2018 executed by Indiabulls Infraestate in favour of Chief Fire Officer, Mumbai Fire Brigade, Indiabulls Infraestate gave the undertakings described therein for the purpose of occupancy certificate for Building No. A & B of the residential project under development at C.S. No. 131, 132 & 1/132 of Lower Parel Division.
30. By and under an Undertaking cum Indemnity Bond dated 30<sup>th</sup> August, 2018 and registered with the office of the Sub-Registrar of Assurances at Serial No. 8086 of 2018 executed by Indiabulls Infraestate in favour of the Municipal Commissioner, MCGM, Indiabulls Infraestate made certain undertakings and indemnified MCGM as described therein in respect of the part occupation certificate granted for Wing 'A' and Wing 'B' of the residential building being developed on the land bearing C.S. No. 131, 132, 1/132 and 133 (part) of Lower Parel Division.
31. By and under a Part Occupation Certificate dated 15<sup>th</sup> September, 2018 bearing No. EB/5918/GS/A permission was granted by MCGM in favour of Indiabulls Infraestate for the purpose of occupying *inter alia* 5<sup>th</sup> to 46<sup>th</sup> (part) upper floors for residential users in Indiabulls Blu Tower 'A' and 5<sup>th</sup> to 50<sup>th</sup> (part) upper floors in Indiabulls Blu Tower 'B' on the terms and conditions as stated therein.
32. **Consent to Establish**
  - (i) By and under a letter dated 5<sup>th</sup> December, 2014 addressed by the Maharashtra Pollution Control Board (MPCB) to OPPL, the MPCB granted its 'Consent to Establish' for the residential redevelopment project of OPPL on land bearing C.S. No. 128, 129 and 130 of Lower Parel Division on the terms and conditions as stated therein.
  - (ii) By and under a letter dated 14<sup>th</sup> March, 2018 addressed by MPCB to Indiabulls Infraestate, MPCB granted the 'Revalidated Consent to Establish' for the construction of residential development project at C.S. No. 131, 132 and 1/132 of Lower Parel Division on the terms and conditions as stated therein.
33. **Consent to Operate**  
By and under a letter dated 23<sup>rd</sup> August, 2018 addressed by MPCB to Indiabulls

Infraestate, MPCB granted the 1<sup>st</sup> Consent to Operate (Part-I) for the proposed residential building on plot bearing C.S. No. 131, 132 and 1/132 of Lower Parel Division on the terms and conditions as stated therein.

34. Approval from High Rise Committee

- (i) By and under a letter dated 12<sup>th</sup> June, 2013 addressed by MCGM to M/s Spaceage Consultants, it was informed that the High Rise Committee accepted the proposal for construction of proposed high rise building on plot bearing C.S. No. 131, 132 and 1/132 of Lower Parel Division on the terms and conditions as stated therein.
- (ii) By and under a letter dated 22<sup>nd</sup> July, 2014 addressed by MCGM to M/s Kadakia N.K., it was informed that the High Rise Committee accepted the proposal for construction of proposed high rise building on plot bearing C.S. No. 128, 129 and 130 of Lower Parel Division on the terms and conditions as stated therein.
- (iii) By and under a letter dated 7<sup>th</sup> November, 2016 addressed by MCGM to M/s Spaceage Consultants, it was informed that the High Rise Committee accepted the proposal for construction of proposed high rise building on plot bearing C.S. No. 131, 132 and 1/132 of Lower Parel Division on the terms and conditions as stated therein.

35. Layout Plans

- (i) The layout plan for the land bearing CS No. 131, 132 and 1/132 was sanctioned by MCGM on or around 10<sup>th</sup> May, 2016.
- (ii) By and under a letter dated 16<sup>th</sup> October, 2017 addressed by the MCGM to M/s Spaceage Consultants, the amended plans for C.S. No. 128, 129 and 130 of Lower Parel Division were approved subject to the terms and conditions stated therein.
- (iii) By and under a letter dated 12<sup>th</sup> July, 2018 bearing Ref No. CHE/CITY/1813/GS/302, MCGM approved the amendment layout for joint development of the said Land on the terms and conditions stated therein.
- (iv) By and under a letter dated 24<sup>th</sup> July, 2018 bearing Ref No. EB/5918/GS/A, MCGM approved the amended plans for construction of proposed residential building on C.S. No. 131, 132 and 1/132 of Lower Parel Division on the terms and conditions stated therein.

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with the Maharashtra Real Estate Regulatory Authority:

- a) By and under a certificate dated 18<sup>th</sup> July, 2017 issued by the Maharashtra Real Estate Regulatory Authority, the 'Indiabulls Blu Tower A' has been registered under project registration number P51900000469 on the terms and conditions as stated therein.
- b) By and under a certificate dated 18<sup>th</sup> July, 2017 issued by the Maharashtra Real Estate Regulatory Authority, the 'Indiabulls Blu Tower B' has been registered under project registration number P51900000473 on the terms and conditions as stated therein.
- c) By and under a certificate dated 23<sup>rd</sup> July, 2017 issued by the Maharashtra Real Estate Regulatory Authority, the 'Indiabulls Blu Tower C' has been registered under project registration number P51900000843 on the terms and conditions as stated therein.
- d) By and under a certificate dated 23<sup>rd</sup> July, 2017 issued by the Maharashtra Real Estate Regulatory Authority, the 'Indiabulls Blu Tower D' has been registered under project registration number P51900000871 on the terms and conditions as stated therein.
- (ii) We have been informed that Indiabulls Infraestate has sold 249 (Two Hundred and Forty Nine) units/apartments to various purchasers in the Indiabulls Blu project and has executed and registered 101 (One Hundred and One) agreements with these purchasers till date.

G. Public Notice

- 1. We have issued public notices ("the said Public Notices") in the following newspapers:
  - i. The Free Press Journal dated 20<sup>th</sup> December 2018; and
  - ii. Navshakti dated 20<sup>th</sup> December 2018.
- 2. We have, till date, not received any objections to the same.

H. Mortgages & ROC Search

- 1. By and under an Indenture of Mortgage dated 18<sup>th</sup> September, 2012 executed between Indiabulls Infraestate, referred to as the Mortgagor therein and IDBI Trusteeship Services Limited ("IDBI"), referred to as the Mortgagee therein and registered with the office of the

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36. Commencement Certificates

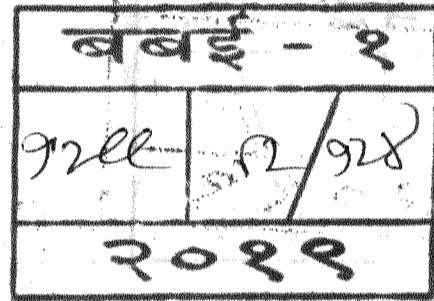
- (i) By and under a Commencement Certificate dated 20<sup>th</sup> March, 2012 bearing Ref No. EB/5918/GS/A, revalidated from time to time and last revalidated on 1<sup>st</sup> February, 2018, MCGM has granted permission to Indiabulls Infraestate for construction of a building on property bearing CTS No. 131, 132 and 1/132 of Lower Parel Division upto 55<sup>th</sup> floor along with LMR and OHT of Wing 'C' and upto 30<sup>th</sup> (pt.) floor and core of staircase, lift/lift lobby, upto 32<sup>nd</sup> floor and LMR and OHD above 32<sup>nd</sup> floor of Wing 'D' as per approved plan dated 22<sup>nd</sup> January, 2018 on the terms and conditions as stated therein. This Commencement Certificate is valid upto 19<sup>th</sup> March, 2018.
- (ii) By and under a Commencement Certificate dated 30<sup>th</sup> May, 2015 bearing Ref No. EEBPC/7060/45/A, MCGM has granted permission to the said OPPL for proposed redevelopment of property of bearing C.S. No. 128, 129 and 130 of Lower Parel Division known as M.T. Chawl on the terms and conditions as stated therein. We have perused the letter dated 22<sup>nd</sup> May, 2018 addressed by M/s Spaceage Consultants, on behalf of Indiabulls Infraestate, to MCGM, whereby M/s Spaceage Consultants has applied for revalidation of the Commencement Certificate and Intimation of Disapproval for proposed redevelopment on the land bearing C.S. No. 128, 129 and 130 of Lower Parel Division.

37. Intimation of Disapproval

- (i) By and under a letter dated 25<sup>th</sup> July, 2011, the MCGM issued an Intimation of Disapproval bearing No. EB/5918/GS/A with respect to construction of the property bearing C.S. No. 131, 132 and 1/132 of Lower Parel Division
- (ii) By and under letter dated 27<sup>th</sup> June, 2014, the MCGM issued an Intimation of Disapproval bearing No. EB/7060/GS/A with respect to construction on the property bearing C.S. No. 128, 129 and 130 of Lower Parel Division. We have perused the letter dated 22<sup>nd</sup> May, 2018 addressed by M/s Spaceage Consultants, on behalf of Indiabulls Infraestate, to MCGM, whereby M/s Spaceage Consultants has applied for revalidation of the Commencement Certificate and Intimation of Disapproval for proposed redevelopment on the land bearing C.S. No. 128, 129 and 130 of Lower Parel Division.

38. Registration before Maharashtra Real Estate Regulatory Authority

- (i) The following projects being constructed on the said Land have been registered



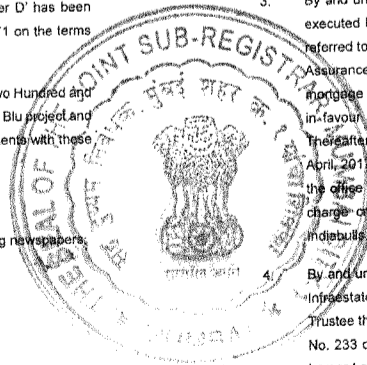
Sub-Registrar of Assurances at Serial No. 7664 of 2012, Indiabulls Infraestate has created a mortgage on the First Larger Land along with the structures standing thereon in the manner and on the terms and conditions mentioned therein. Thereafter, by and under the Deed of Reconveyance in respect of Mortgage dated 26<sup>th</sup> April, 2017 executed by IDBI in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2341 of 2017, IDBI released the charge created on the First Larger Land and structures standing thereon and re-conveyed the same to Indiabulls Infraestate.

- 2. By and under Declaration and Undertaking dated 25<sup>th</sup> February, 2013 made by Mr. Manish Kumar Sinha, the authorised signatory therein, he deposited the title documents (as more particularly described in the Second Schedule thereto) with respect to the Second Larger Land and accordingly created an equitable mortgage on the Second Larger Land, less the area handed over to MCGM and MHADA aggregating to 4306.94 square metres, in favour of IDBI. Thereafter IDBI released the security created vide its letter dated 30<sup>th</sup> January, 2015.

- 3. By and under an Indenture of Mortgage for Additional Security dated 8<sup>th</sup> January, 2016 executed between Indiabulls Infraestate, referred to as the Mortgagor therein and IDBI, referred to as the Mortgagee therein and registered with the office of the Sub-Registrar of Assurances at Serial No. 232 of 2016, Indiabulls Infraestate has created a further mortgage on the Balance Second Larger Land along with the structures standing thereon in favour of IDBI in the manner and on the terms and conditions mentioned therein. Thereafter, by and under the Deed of Reconveyance in respect of Mortgage dated 26<sup>th</sup> April, 2017 executed by IDBI in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2339 of 2017, IDBI released the charge created on the Balance Second Larger Land and re-conveyed the same to Indiabulls Infraestate.

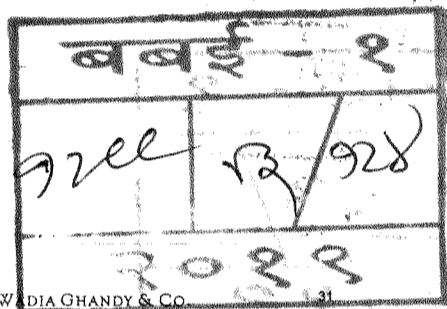
By and under a Deed of Mortgage dated 8<sup>th</sup> January, 2016 executed between Indiabulls Infraestate, referred to as the Mortgagor therein and IDBI referred to as the Security Trustee therein and registered with the office of the Sub-Registrar of Assurances at Serial No. 233 of 2016, Indiabulls Infraestate has created a mortgage on *inter alia* (i) the First Larger Land, (ii) the Balance Second Larger Land and (iii) the residential complex called 'Indiabulls Blu' comprising of four towers along with any present and future FSU/TDR excluding the units already sold, in the manner and on the terms and conditions as stated therein. Thereafter, by and under the Deed of Reconveyance in respect of Mortgage dated 26<sup>th</sup> April, 2017 executed by IDBI in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2340 of 2017, IDBI released

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the charge created on (i) the First Larger Land, (ii) the Balance Second Larger Land and (iii) the residential complex called 'Indiabulls Blu' comprising of four towers along with any present and future FSI/TDR excluding the units already sold and re-conveyed the same to Indiabulls Infraestate.

5. By and under four Loan Agreements, all dated 25<sup>th</sup> May 2016 ("IHFL Loan Agreements"), executed by and between Indiabulls Housing Finance Limited ("IHFL") therein referred to as the Lender and OPPL therein referred to as the Borrower, IHFL granted a loan aggregating to Rs. 300,00,00,000/- (Rupees Three Hundred Crore) in favour of OPPL for the purposes of development of the residential project and general corporate purposes and OPPL created a charge on the receivables from the redevelopment of the Fourth Land in the escrow account and requisite first-ranking and exclusive hypothecation/charge/pledge on the hypothecated asset(s) being a first-ranking and exclusive charge by way of hypothecation in favour of IHFL, on 100% of the receivables of OPPL from the redevelopment of the Fourth Land in favour of the Lender and such other security and additional security as the Lender may require from time to time in terms of the provisions of the loan documents, subject to the terms agreed to between the Lender and the Borrower in this regard. We have been informed that OPPL has deposited the original title documents with respect to the Fourth Land as and by way of custody with the Lender till the appointment of an escrow agent under an escrow agreement to be executed in that regard.
6. By and under four Powers of Attorney, all dated 17<sup>th</sup> June, 2016 executed by OPPL ("IHFL POA") pursuant to the IHFL Loan Agreements, OPPL appointed IHFL as its attorney to, *inter alia*, collect and/or receive the receivables being 100% of the receivables of OPPL from the redevelopment of the Fourth Land and to exercise the powers and authority more particularly mentioned therein.
7. By and under four Deeds of Hypothecation all dated 31<sup>st</sup> August, 2017 ("IHFL Deed of Hypothecation") executed pursuant to the IHFL Loan Agreements, by and between IHFL therein referred to as the Hypothecatee and OPPL therein referred to as the Hypothecator, OPPL created a first-ranking and exclusive charge by way of hypothecation in favour of IHFL, on 100% of the Receivables of OPPL from the redevelopment of the Fourth Land in favour of the Lender. Some further documents have been executed in relation to the Loan Agreement, but they are not presently relevant for the purpose of this Certificate.
8. By and under a Debenture Trust Deed dated 25<sup>th</sup> September, 2017 executed between *inter alia* Indiabulls Infraestate (being the Company or Security Provider therein) and IDBI Trusteeship Services Limited (being the Debenture Trustee therein) and registered with



Correspondence has also been executed in this regard:

I. Search at the Registrar of Assurances

1. We have perused copies of the following search reports in relation to the searches undertaken at the offices of the Sub-Registrar of Assurances at Mumbai and Bandra:
  - i. for a period of 47 years (i.e. from 1971 to 2018) with respect to the First Land, the Second Land and the Third Land; and
  - ii. for a period of 47 years (i.e. from 1971 to 2018) with respect to the Fourth Land.
2. As per the Search Reports dated 7<sup>th</sup> December, 2018 and 19<sup>th</sup> December, 2018 issued by the search clerks engaged by us, the list of documents registered with the office of the sub-registrar of assurances is annexed hereto and marked as Annexure "C", along with remarks as stated therein.

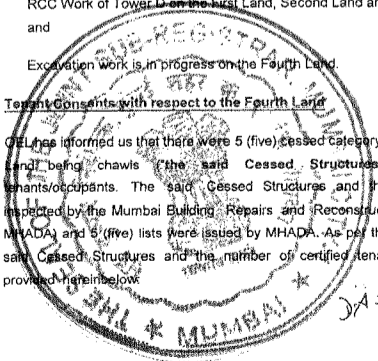
J. Site Status

We have been informed that

1. Part Occupation Certificate for Tower A and Tower B on the First Land, Second Land and Third Land has been obtained;
2. RCC Work of Tower C on the First Land, Second Land and Third Land has been completed;
3. RCC Work of Tower D on the First Land, Second Land and Third Land is in progress; and
4. Excavation Work is in progress on the Fourth Land.

K. Tenant Consents with respect to the Fourth Land

1. OEL has informed us that there were 5 (five) Cessed category 'A' structures on the Fourth Land being Chawls (the said Cessed Structures) occupied by various tenants/occupants. The said Cessed Structures and the tenants/occupants were inspected by the Mumbai Building Repairs and Reconstruction Board (a unit of the MHADA) and 5 (five) lists were issued by MHADA. As per these lists the details of the said Cessed Structures and the number of certified tenants/occupants therein are provided hereinbelow.



the office of the Sub-Registrar of Assurances at Serial No. 8252 of 2017, mortgage was created in favour of the Debenture Trustee on (a) the First Larger Land, (b) the Balance Second Larger Land is a part, (c) all the present and future structures to be constructed thereon, including the unsold flats in the project and (d) the development potential of at least 13,68,411 square feet saleable area equivalent to FSI area of at least 85,603 square meters (carpet area) to be utilised for construction, in the manner and on the terms and conditions as stated therein. We have been informed by Indiabulls Infraestate that the debentures for which the aforesaid mortgage was created have been redeemed in full. In this regard, we have perused a copy of the letter dated 2<sup>nd</sup> January, 2019 addressed by IDBI to Indiabulls Infraestate ("IDBI No Objection"), whereby IDBI has given its no objection to Indiabulls Infraestate for filing form CHG-4 for satisfaction of charge with the Registrar of Companies and for execution of a deed of reconveyance for the mortgage created under the aforesaid Debenture Trust Deed. We have been informed by Indiabulls Infraestate that it is in the process of filing form CHG-4 for satisfaction of charge with the Registrar of Companies and execution of a deed of reconveyance.

9. ROC Search

- (i) We have caused searches to be conducted at the office of the Registrar of Companies with respect to (i) Indiabulls Infraestate and (ii) Orion Enterprises Limited.
- (ii) In respect of Indiabulls Infraestate, the mortgage in favour of IDBI Trusteeship Services Limited mentioned in Section H(B) above has been registered with the Registrar of Companies.
- (iii) In respect of OEL, charges in favour of Infrastructure Leasing and Financial Services Limited for a sum of Rs. 3,00,00,000/- (Rupees Three Crore only); and Rs. 3,00,00,000/- (Rupees Three Crore only) and Rs. 6,00,00,000/- (Rupees Six Crore only) are reflected. In this regard, the ROC Report reflects that no instrument was executed but on 24<sup>th</sup> December 2005 and 29<sup>th</sup> March 2007 a mortgage was created by OPPL in favour of Infrastructure Leasing and Financial Services Limited by deposit of title deeds with respect to, *inter alia*, the Fourth Land. We have been informed by OPPL that the loan amounts have been repaid and the title documents were released and returned to OPPL. However, there appears to be a dispute as regards the TDS amounts to be paid/ TDS Certificates to be handed over to Infrastructure Leasing and Financial Services Limited and hence Infrastructure Leasing and Financial Services Limited has not issued any no dues certificate with regard to the same as a result of which the said charges are still reflected in the search report. OPPL has declared that all TDS amounts have been correctly deposited and TDS certificates have also been provided to Infrastructure Leasing and Financial Services Limited.

Sr. No.	Details of the structure	No. of Occupants / Tenants
(i)	Building No. 27-29, M.T. Chawl No.1	22 residential and 6 non-residential
(ii)	Building No. 31-33, M.T. Chawl No. 2	33 residential and 3 non-residential
(iii)	Building No. 39-41, M.T. Chawl No.3	32 residential and 1 non-residential
(iv)	Building No. 43-47, 49-51, 53-55-57, M.T. Chawl No. 4	48 residential and 8 non-residential
(v)	Building No. 21-23-25, M.T. Chawl No. 5	52 residential and 3 non-residential

2. OEL has also informed us that in addition to the said Cessed Structures, there were non-cessed structures ("Non-cessed Structures") on the Fourth Land in the occupation of tenants/occupants details whereof are provided hereinbelow: -

Sr. No.	Name of the Non-cessed Occupant	Chawl No.
(i)	Chandrakant Gandhi	2
(ii)	Leelavati Tiwari	4
(iii)	Kamalchand B. Gupta	4
(iv)	Nirmaladevi Soni	4
(v)	Urmila V. Giri	5
(vi)	D B Warik	5
(vii)	Gurav	2
(viii)	Nar	3
(ix)	Vijay Solanki	Between Chawl Nos. 1 & 2

The Cessed Structures and the Non-cessed Structures are hereinafter collectively referred to as "the said Structures".

3. By and under separate Individual Consents executed by the occupants/ tenants of the said Structures, 199 occupants/ tenants have given their irrevocable consent for the redevelopment of the Fourth Land in accordance with the modified Development Control Regulation 33(7) of the DCR subject to the terms and conditions mentioned therein. Permanent alternate accommodation agreements have also been executed with 99 tenants/occupants of the Fourth Land.

L. Litigations

We have been informed by our client that there are no litigations affecting the First Land, Second Land and Third Land. The litigations affecting the Fourth Land are annexed hereto and marked as Annexure "D".

M. Property Taxes

1. By and under a letter dated 16<sup>th</sup> August, 2018 addressed by MCGM to Indiabulls Infraestate, MCGM informed that the property tax bills in respect of the First Land and the Second Land have been paid upto 30<sup>th</sup> September, 2018.
2. By and under a letter dated 22<sup>nd</sup> November, 2018 addressed by MCGM to Indiabulls Infraestate, MCGM informed that the property tax bills in respect of the Fourth Land have been paid upto 30<sup>th</sup> September, 2018.
3. We have been informed that payment for the period 1<sup>st</sup> October, 2018 to 31<sup>st</sup> March, 2019 has not been made. The last date for making the payment is 31<sup>st</sup> December, 2018.

N. Conclusion

Subject to what is mentioned hereinabove, we are of the opinion that Indiabulls Infraestate is the owner of the First Land, the Second Land and the Third Land and has the development rights with respect to the Fourth Land and its title thereto is clear, subject also to the following:

- (a) Obtainment of all the statutory permissions and approvals from time to time for development of the said Land and due compliance with the same and compliance with applicable law in relation thereto including the Real Estate (Regulation and Development) Act, 2016 and the rules thereunder;
- (b) due compliance with all approvals obtained and to be obtained, undertakings, declarations and affidavits submitted and to be submitted to the concerned authorities from time to time;

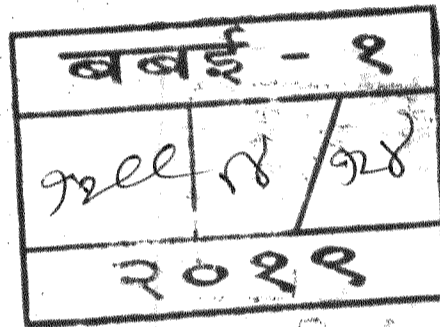
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- (c) completion of formalities for release of mortgage created under Debenture Trust Deed dated 25<sup>th</sup> September 2017 as referred to in Section H above;
- (d) the terms and conditions of the Indiabulls Infraestate JDA read with the Amended Indiabulls Infraestate JDA with respect to the Fourth Land;
- (e) the terms of the advance Possession Receipt dated 28<sup>th</sup> November 2017 signed with Mumbai Metro Rail Corporation Limited;
- (f) the outcome of the litigations as mentioned in Section L above and due compliance with the orders passed and to be passed therein from time to time; and
- (g) rehabilitation of the said tenants/ occupants on the Fourth Land.

Dated this 5<sup>th</sup> day of January 2019

For Wadia Ghandy & Co.

*[Signature]*  
Partner



Annexure "A"

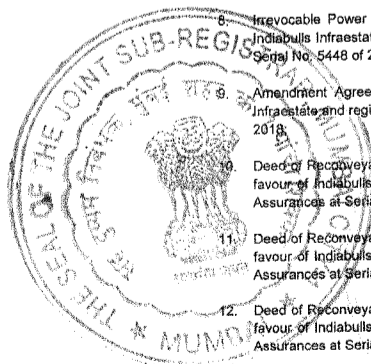
(List of documents reflected in the Original Title Letters both dated 3<sup>rd</sup> July, 2015)

1. Deed of Sale dated 16<sup>th</sup> December, 2010 executed between The National Textile Corporation Limited (Western Region) and Indiabulls Infratech Limited and registered with the office of the Sub Registrar of Assurances under serial No. 9871 of 2010. Details in respect of this document have been mentioned in the Title Certificate;
2. Deed of Sale dated 16<sup>th</sup> December, 2010 executed between The National Textile Corporation Limited (Western Region) and Indiabulls Infraestate Limited and registered with the office of the Sub Registrar of Assurances under serial No. 9872 of 2010. Details in respect of this document have been mentioned in the Title Certificate;
3. Deed of Conveyance dated 31<sup>st</sup> January, 2015 executed between Indiabulls Infratech Ltd. and Indiabulls Infraestate Ltd. and registered with the office of the Sub-Registrar of Assurances under Serial No. 1080 of 201. Details in respect of this document have been mentioned in the Title Certificate.

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Annexure "B"  
List of original title deeds and documents inspected

1. Deed of Exchange dated 8<sup>th</sup> February, 2018 executed between the Municipal Corporation of Greater Mumbai and Indiabulls Infraestate Limited and registered with the office of the Sub Registrar of Assurances under Serial No. 1300 of 2018;
2. Development Agreement dated 2<sup>nd</sup> June 2016 executed by and between OPPL and Tapir Realty Developer Limited;
3. Power Of Attorney dated 2<sup>nd</sup> June, 2016 executed by OPPL in favour of Tapir;
4. Right of Way Agreement dated 2<sup>nd</sup> June, 2016 executed between OPPL Indiabulls Real Estate Limited and Tapir;
5. Deed of Cancellation dated 1<sup>st</sup> September 2016 executed by and between OPPL, Tapir and IREL;
6. Letter Agreement dated 1<sup>st</sup> September 2016 executed by and between OPPL and Indiabulls Infraestate;
7. Joint Development Agreement dated 1<sup>st</sup> October 2016 executed between OPPL and Indiabulls Infraestate and registered with the Sub-Registrar of Assurances bearing Serial No. 5092 of 2016;
8. Irrevocable Power of Attorney dated 1<sup>st</sup> October 2016 executed by OPPL in favour of Indiabulls Infraestate and registered with the office of the Sub-Registrar of Assurances at Serial No. 5448 of 2016;
9. Amendment Agreement dated 16<sup>th</sup> April 2018 executed between OEL and Indiabulls Infraestate and registered with the Sub-Registrar of Assurances bearing Serial No. 4183 of 2018;
10. Deed of Reconveyance in respect of Mortgage dated 26<sup>th</sup> April, 2017 executed by IDBI in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2341 of 2017;
11. Deed of Reconveyance in respect of Mortgage dated 26<sup>th</sup> April, 2017 executed by IDBI in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2339 of 2017;
12. Deed of Reconveyance in respect of Mortgage dated 26<sup>th</sup> April, 2017 executed by IDBI in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2340 of 2017.



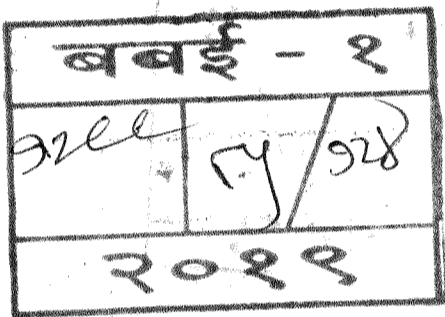
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## Annexure "C"

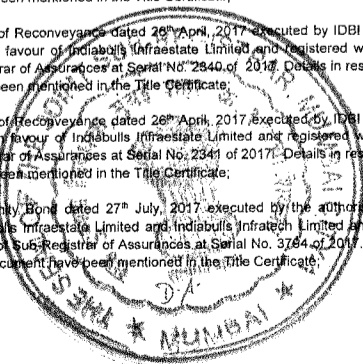
(List of documents reflected in the Search Reports dated 7th December, 2018 and 19th December, 2018 issued by Search Clerk Ashish Javeri)

- I. Report dated 7<sup>th</sup> December, 2018 (Fourth Land):
1. Indenture of Conveyance dated 28<sup>th</sup> September, 1995 executed between Amtee (represented by the said Solicitors) (therein referred to as the Vendor) of the One Part and NCPPL (therein referred to as the Purchasers) of the Other Part and registered with the office of the Sub-registrar of Assurances under Serial No.3253 of 1995. Details in respect of this document have been mentioned in the Title Certificate;
  2. Deed of Rectification dated 15<sup>th</sup> January, 2001 executed between Amtee (represented by the two Solicitors) (therein referred to as the Vendors) of the One Part and OPPL (then known as NCPPL) (therein referred to as the Purchasers) of the Other Part. Details in respect of this document have been mentioned in the Title Certificate;
  3. Deed of Rectification dated 16<sup>th</sup> June, 2004 executed between Amtee (therein referred to as the Vendors) of the One Part and OPPL (then known as NCPPL) (therein referred to as the Purchasers) of the Other Part and registered with the office of the Sub-registrar of Assurances under Serial No. 4555 of 2004. Details in respect of this document have been mentioned in the Title Certificate;
  4. Land Option Agreement dated 5<sup>th</sup> November, 2007 executed between OPPL and Clearwater and registered with the office of the Sub-registrar of Assurances under Serial No.3805 of 2007. Details in respect of this document have been mentioned in the Title Certificate;
  5. Indemnity bond 6890 of 2014 executed on behalf of OPPL. Details in respect of this document have been mentioned in the Title Certificate;
  6. Joint Development Agreement dated 1<sup>st</sup> October 2016 executed between OPPL (therein referred to as Orion) of the one part and Indiabulls Infraestate (therein referred to as the Developer) of the second part and registered with the Sub-Registrar of Assurances bearing Serial No. 5092 of 2016. Details in respect of this document have been mentioned in the Title Certificate;
  7. Affidavit dated 23<sup>rd</sup> June, 2017 addressed by Indiabulls Infraestate to the Executive Engineer, Building Proposal, MCGM and registered with the Sub-Registrar of Assurances at Serial No. 5211 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
  8. Affidavit dated 24<sup>th</sup> October, 2017 addressed by one Mr. Purav Acharya on behalf of Indiabulls Infraestate to the Municipal Commissioner, MCGM and registered with the



referred to as the Mortgagee therein and registered with the office of the Sub-Registrar of Assurances at Serial No. 7864 of 2012. Details in respect of this document have been mentioned in the Title Certificate;

7. Deed of Conveyance dated 31<sup>st</sup> January, 2015 executed between Indiabulls Infratech Ltd. and Indiabulls Infraestate Ltd. and registered with the office of the Sub-Registrar of Assurances under Serial No. 1080 of 201. Details in respect of this document have been mentioned in the Title Certificate;
8. Indenture of Mortgage for Additional Security dated 8<sup>th</sup> January, 2016 executed between Indiabulls Infraestate Ltd., therein referred to as the Mortgagor and IDBI Trusteeship Services Ltd., therein referred to as the Mortgagee and registered with the office of the Sub-Registrar of Assurances at Serial No. 232 of 2016. Details in respect of this document have been mentioned in the Title Certificate;
9. Deed of Mortgage dated 8<sup>th</sup> January, 2016 executed between Indiabulls Infraestate Ltd., therein referred to as the Mortgagor and IDBI Trusteeship Services Ltd., therein referred to as the Security Trustee and registered with the office of the Sub-Registrar of Assurances at Serial No. 233 of 2016. Details in respect of this document have been mentioned in the Title Certificate;
10. Affidavit dated 23<sup>rd</sup> January, 2017 executed by Indiabulls Infraestate Ltd. and registered with the office of the Sub-Registrar of Assurances at Serial No. 423 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
11. Affidavit dated 21<sup>st</sup> March, 2017 executed by Indiabulls Infraestate Ltd. and registered with the office of the Sub-Registrar of Assurances at Serial No. 1597 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
12. Deed of Reconveyance dated 26<sup>th</sup> April, 2017 executed by IDBI Trusteeship Services Ltd. in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2339 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
13. Deed of Reconveyance dated 26<sup>th</sup> April, 2017 executed by IDBI Trusteeship Services Ltd. in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2340 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
14. Deed of Reconveyance dated 26<sup>th</sup> April, 2017, executed by IDBI Trusteeship Services Ltd. in favour of Indiabulls Infraestate Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 2341 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
15. Indemnity Bond dated 27<sup>th</sup> July, 2017 executed by the authorized representative of Indiabulls Infraestate Limited and Indiabulls Infratech Limited and registered with the office of Sub-Registrar of Assurances at Serial No. 3764 of 2017. Details in respect of this document have been mentioned in the Title Certificate.



Sub-Registrar of Assurances at Serial No. 7099 of 2017. Details in respect of this document have been mentioned in the Title Certificate;

9. Affidavit dated 9<sup>th</sup> November, 2017 addressed by one Mr. Purav Acharya on behalf of Indiabulls Infraestate to the Executive Engineer, Building Proposal, MCGM and registered with the Sub-Registrar of Assurances at Serial No. 7491 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
  10. Supplemental agreement dated 16<sup>th</sup> April 2018 executed between OEL (therein referred to as Orion) of the one part and Indiabulls Infraestate (therein referred to as the Developer) of the other part and registered with the Sub-Registrar of Assurances bearing Serial No. 4183 of 2018. Details in respect of this document have been mentioned in the Title Certificate;
  11. Affidavit dated 14<sup>th</sup> April, 2018 addressed by one Mr. Purav Acharya on behalf of Indiabulls Infraestate to the Municipal Commissioner, MCGM and registered with the Sub-Registrar of Assurances at Serial No. 3601 of 2018. Details in respect of this document have been mentioned in the Title Certificate;
- II. Report dated 19<sup>th</sup> December, 2018 (First Land, Second Land and Third Land)
1. Deed of Sale dated 16<sup>th</sup> December, 2010 executed between The National Textile Corporation Limited (Western Region) and Indiabulls Infratech Limited and registered with the office of the Sub Registrar of Assurances under serial No. 9871 of 2010. Details in respect of this document have been mentioned in the Title Certificate;
  2. Deed of Sale dated 16<sup>th</sup> December, 2010 executed between The National Textile Corporation Limited (Western Region) and Indiabulls Infraestate Limited and registered with the office of the Sub Registrar of Assurances under serial No. 9872 of 2010. Details in respect of this document have been mentioned in the Title Certificate;
  3. Affidavit dated 24<sup>th</sup> January, 2011 and registered with the office of the Sub-registrar of Assurances at Serial No. 650 of 2011 made by Indiabulls Infraestate in favour of the Municipal Commissioner of Greater Mumbai. Details in respect of this document have been mentioned in the Title Certificate.
  4. Deed of Exchange dated 1<sup>st</sup> July, 2011 executed between the Dy. Municipal Commissioner, MCGM and M/s. Megas Estate & Hotels Ltd. and registered with the office of the Sub Registrar of Assurances under serial No. 5834 of 2011. The land described in this document does not form a part of the said Land;
  5. Affidavit dated 20<sup>th</sup> September, 2011 executed by Indiabulls Infraestate giving undertaking in favour of Municipal Commissioner, MCGM and registered with the office of the Sub-Registrar of Assurances at Serial No. 8177 of 2011. Details in respect of this document have been mentioned in the Title Certificate;
  6. Deed of Mortgage dated 18<sup>th</sup> September, 2012 executed between Indiabulls Infraestate, therein referred to as the Mortgagor and IDBI Trusteeship Services Limited, therein

18. Debenture Trust Deed dated 25<sup>th</sup> September, 2017 executed between (i) Indiabulls Infraestate Ltd., (ii) Indiabulls Real Estate Ltd. and IDBI Trusteeship Services Limited and registered with the office of the Sub-Registrar of Assurances at Serial No. 8252 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
17. Deed of Conveyance dated 15<sup>th</sup> November, 2017 executed between (i) Indiabulls Infraestate Limited and Maharashtra Housing and Area Development Authority and registered with the office of the Sub-Registrar of Assurances at Serial No. 9145 of 2017. Details in respect of this document have been mentioned in the Title Certificate;
18. Indemnity Bond dated 23<sup>rd</sup> January, 2018 executed by Indiabulls Infraestate and registered with the office of the Sub-Registrar of Assurances at Serial No. 679 of 2018. Details in respect of this document have been mentioned in the Title Certificate;
19. Deed of Exchange dated 8<sup>th</sup> February, 2018 executed between the Municipal Corporation of Greater Mumbai and Indiabulls Infraestate Limited and registered with the office of the Sub Registrar of Assurances under Serial No. 1300 of 2018. Details in respect of this document have been mentioned in the Title Certificate;
20. Affidavit dated 17<sup>th</sup> April, 2018 executed by Mr. Purav Acharya on behalf of Indiabulls Infraestate Ltd. and registered with the Sub-Registrar of Assurances at Serial No. 3601 of 2018. Details in respect of this document have been mentioned in the Title Certificate;
21. Affidavit dated 16<sup>th</sup> May, 2018 executed by Indiabulls Infraestate Limited and registered with the office of the Sub-Registrar of Assurances at Serial No. 4672 of 2018. Details in respect of this document have been mentioned in the Title Certificate;
22. Affidavit dated 30<sup>th</sup> August, 2018 executed by Indiabulls Infraestate Limited and registered with the office of the Sub-Registrar of Assurances at Serial No. 8086 of 2018. Details in respect of this document have been mentioned in the Title Certificate.

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Annexure "D"  
List of Litigations

1. Writ Petition No.1536 of 2015

- (a) Writ Petition No.1536 of 2015 filed by Dattaram Dhondu Tanawade & Sunil Dhondu Tanawade and others (Petitioners) against (i) The State of Maharashtra (Respondent No.1) (ii) Municipal Corporation of Greater Mumbai (Respondent No.2) (iii) The Chief Officer, MBR&R Board (Respondent No.3) (iv) OPPL (Respondent No.4) (v) Rajendra Somnai (Respondent No.5) (vi) Balmukund Gaggar (Respondent No.6) (vii) Rohan Mehta (Respondent No.7) (viii) Anuj Mehta (Respondent No.8) in the Hon'ble Bombay High Court for the relief set out therein.
- (b) By and under an Order dated 16<sup>th</sup> June, 2015 ("the said Order") passed by the Hon'ble Division Bench comprising the Hon'ble the Chief Justice Shri Mohit S. Shah and Hon'ble Mr. Justice A.K. Menon, the Writ Petition No.1536 of 2015 was disposed of in terms of the said Order.
- (c) However, since some of the Petitioners in Writ Petition No. 1536 of 2015 did not comply with the directions issued against them under the said Order, OPPL has filed a Contempt Petition bearing (Lodging) No.83 of 2015 against (i) Dattaram Dhondu Tanawade & Sunil Dhondu Tanawade and others. The said contempt petition is pending.

2. L.C. Suit (St.) No. 1264 of 2016 and L.C. Suit (St.) No. 1265 of 2016

- (a) Being aggrieved by the Letters dated 4<sup>th</sup> January, 2016, 12<sup>th</sup> January, 2016 and 20<sup>th</sup> January, 2016 issued by the MBR&R Board, 2 (two) suits were filed before the Bombay City Civil Court as follows:
- (i) L.C. Suit (St.) No. 1264 of 2016 before the Bombay City Civil Court at Greater Bombay filed by (i) Jaywant Maruti Mirokhe and others (the Plaintiffs) against (i) Maharashtra Housing and Area Development Authority, (ii) Chief Officer, Mumbai Building Repairs and Reconstruction Board, (iii) Executive Engineer - G / South Division, MBR&R Board, (iv) OPPL, (v) Municipal Corporation of Greater Mumbai and (vi) Assistant Engineer (B.P.) City - VI, G / South Ward (the Defendants) for the relief set out therein.
- (ii) L.C. Suit (St.) No. 1265 of 2016 before the Bombay City Civil Court at Greater Bombay filed by (i) Dattaram Dhondu Tanawade and Sunil Dhondu Tanawade and others (the Plaintiffs) against (i) Maharashtra Housing and Area Development Authority, (ii) Chief Officer, Mumbai Building Repairs and Reconstruction Board, (iii) Executive Engineer - G / South Division, MBR&R Board, (iv) OPPL, (v) Municipal Corporation of Greater Mumbai and (vi) Assistant Engineer (B.P.) City - VI, G / South Ward (the Defendants) for the relief set out therein.

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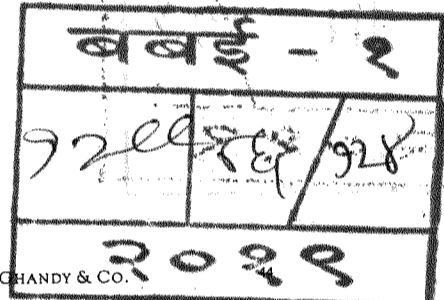
- (ii) that the Hon'ble Court be pleased to issue a writ of Certiorari and or any other appropriate Writ, order exercising powers under Article 226 of the Constitution of India, 1950 holding decision by the Commissioner under Regulation No. 64(b) of the Development Control Regulations for reducing the open amenity space area 8% without considering prejudice, objection, suggestion of the Petitioner viz. tenants of old cessed building as arbitrary, unreasonable, illegal, null, void, in violation of principles of natural justice and the Hon'ble Court be pleased to quash and set aside the same with further direction to the Corporation for de novo consideration of RG amenity open space area to be provided in the redevelopment by considering the suggestions and objections of the tenants of old building regarding a proportionate increase in RG space amenity open space area due to increased FSI; (iii) that the Hon'ble Court be pleased to issue a writ of Mandamus and/or any other appropriate Writ, order exercising power under Article 226 of the Constitution of India, 1950 thereby directing the Corporation and Respondent No.4 (landlord/ developer) to provide car parking area strictly in compliance of the provisions of Regulation No.38 r/w Table No.15 as per the fungible carpet area addition in 300 square feet carpet area tenements in the rehab building and the Hon'ble Court be pleased to restrain Respondent No.4 (landlord/ developer) from incorporating lesser car parking area in the individual agreements in respect of present redevelopment scheme aided by the Government by way of incentive FSI; (iv) that the Hon'ble Court be pleased to issue a Writ of Mandamus and/or any other appropriate Writ, order, exercising powers under Article 226 of the Constitution of India, 1950 thereby directing that incorporation of condition for utilization of any additional FSI generated or residue FSI for the purposes of Regulation 33(7) of DCR scheme cannot be permitted to be incorporated in the agreement to be executed between the individual petitioner/ individual tenants and the Respondent developer concerning redevelopment based on incentive FSI redevelopment scheme of Regulation No.33(7) of DCR incentive benefit of additional FSI are provided by the State Government with sole objective and prime objective of rehabilitation of tenants of old cessed buildings; (v) pending the hearing and final disposal of the Petition, the Hon'ble Court be pleased to stay the effect, implementation, operation of approved/sanctioned plan nos. EEBP/7060/GS/A dated 22nd December, 2015 of Rehab Building of A Wing issued by Respondent No.1 and 2 be stayed in all manners. The Petitioners have also filed a Notice of Motion bearing Lodging No.96 of 2016 in the aforesaid writ Petition.
- (b) By and under an Order dated 6<sup>th</sup> February, 2016 passed by the Hon'ble Bombay High Court in Notice of Motion (L) No.96 of 2016, ad-interim relief was refused as stated therein.
- (c) Being aggrieved by the Order dated 8<sup>th</sup> February 2016, a Special Leave Petition being Special Leave Petition (Civil) No.6183 of 2016 ("Second SLP") was been filed before the Hon'ble Supreme Court of India by (i) Dattaram Dhondu Tanawade and Sunil Dhondu Tanawade, and others (the Petitioners) against (i) Maharashtra Housing and Area Development Authority, (ii) Chief Officer, Mumbai Building Repairs and Reconstruction Board, (iii) Executive Engineer - G / South Division, MBR&R Board, (iv) OPPL, (v) Municipal Corporation of Greater Mumbai and (vi) Assistant Engineer (B.P.) City - VI, G / South Ward (the Respondents).

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- (b) By and under a common Order dated 5<sup>th</sup> February, 2016 ("the City Civil Court Order") passed in Notice of Motion (St.) No.439 of 2016 and Notice of Motion (St.) No.440 of 2016, the Hon'ble City Civil Court refused to grant ad-interim relief. The said notices of motion are pending.
- (c) Being aggrieved by the City Civil Court Order, the Plaintiffs in L.C. Suit (St.) No.1264 of 2016 and L.C. Suit (St.) No.1265 of 2016 filed Appeals against the City Civil Court Order before the Hon'ble Bombay High Court being AO (St.) 4187 of 2016 and AO (St.) \_\_\_\_ Notice of Motion bearing (St.) No. \_\_\_\_ of 2016 and Notice of Motion bearing (St.) No. \_\_\_\_ of 2016 were also taken out in the respective Appeals. By and under a common Order dated 5<sup>th</sup> February, 2016 ("the High Court Order") passed by the Hon'ble Mr. Justice R.D. Dhanuka in the said two Notices of Motion, while upholding the City Civil Court Order observed that the Hon'ble High Court was not inclined to grant any stay of the notice issued under section 95A of the MHADA Act in favour of the appellants therein and directed MHADA to implement the notice issued by MHADA against the appellants therein forthwith. The said appeals are pending.
- (d) Being aggrieved by the High Court Order, a Special Leave Petition being Special Leave Petition (Civil) No.4979 of 2016 ("First SLP") was filed before the Hon'ble Supreme Court of India by (i) Dattaram Dhondu Tanawade and Sunil Dhondu Tanawade, and others against (i) Maharashtra Housing and Area Development Authority, (ii) Chief Officer, Mumbai Building Repairs and Reconstruction Board, (iii) Executive Engineer - G / South Division, MBR&R Board, (iv) OPPL, (v) Municipal Corporation of Greater Mumbai and (vi) Assistant Engineer (B.P.) City - VI, G / South Ward (the Respondents) for the relief set out therein.
- (e) By and under an Order dated 29<sup>th</sup> March 2016 ("the Supreme Court Order") passed by the Hon'ble Supreme Court of India, the First SLP has been disposed of. Under this order of the Hon'ble Supreme Court of India, the Petitioners who had not vacated their premises were directed to vacate their respective premises within 2 (two) weeks from the date of the order. The Hon'ble Bombay High Court was requested to dispose of Writ Petition No. 1254 of 2016 within 8 (eight) weeks from the date of the order.

3. Writ Petition No.1254 of 2016

- (a) Writ Petition No. 1254 of 2016 ("said Writ Petition") has been filed before the Hon'ble Bombay High Court by (i) Dattaram Dhondu Tanawade and Sunil Dhondu Tanawade and others (the Petitioners) against (i) The Municipal Corporation of Greater Mumbai, (ii) Assistant Engineer (B.P.) City-VI, G/South Ward, (iii) Maharashtra Housing and Area Development Authority, (iv) OPPL, (v) Chief Officer, MBR&R Board, (vi) Executive Engineer, G/South Division, MBR&R Board and (vii) State of Maharashtra (the Respondents), *inter-alia*, praying (i) that the Hon'ble Court be pleased to issue a Writ of Certiorari and/or any other appropriate writ, order exercising powers under Article 226 of the Constitution of India, 1950 directing the Corporation to modify plan no. EEBP/7060/GS/A dated 22<sup>nd</sup> December, 2015 of Rehab Building of A Wing in respect of the said Land by providing full benefit of approved fungible FSI in Rehab flats by increasing its area [300 square feet carpet area + 35% (105) fungible = 405 square feet carpet area].



- (d) The Second SLP has been disposed of by the Supreme Court Order dated 29<sup>th</sup> March 2016 referred to above.
- (e) This Writ Petition has been amended by an amendment dated 28<sup>th</sup> March 2016, *inter-alia*, praying (i) that the Hon'ble Court be pleased to issue a Writ of Certiorari and/or any other appropriate writ, order exercising powers under Article 226 of the Constitution of India, 1950 for holding Clause Nos. 6.9, 6.19, 6.20, 6.23, and 6.24 of Appendix - IV and consequential Clause No. 8 of Appendix - III of D.C. Regulation being contrary, ultra vires the main Regulations of D.C. Regulation sanctioned under Section 31 (6) of Maharashtra Regional and Town Planning Act, 1956 as "Final Development Plan" and the Hon'ble Court be pleased to strike down Clause Nos. 6.9, 6.19, 6.20, 6.23, and 6.24 of Appendix - IV and Clause No. 8 of Appendix - III of D.C. Regulation; (ii) Pending the hearing and final disposal of this Petition, this Hon'ble Court be pleased to stay the provisions of Clause Nos. 6.9, 6.19, 6.20, 6.23, and 6.24 of Appendix - IV read with Clause No. 8 of Appendix - III of D.C. Regulation in all manners; (iii) ad interim, interim reliefs in terms of the prayers above may be granted in favour of the Petitioners.
- (f) By and under an order dated 28<sup>th</sup> March 2016 the Hon'ble Court granted leave to amend the Petition.
- (g) By an order 28<sup>th</sup> February 2017 the Ld. Prothonotary and Senior Master directed the Applicants and / or their Advocates to remove office objections with respect to, *inter-alia*, the Notice of Motion (L) No. 96 of 2016 and get the same numbered and registered on or before 14<sup>th</sup> March 2017, failing which the Notices of Motion would stand rejected. It appears that the Petitioners did not remove office objections raised with respect to the Notice of Motion (L) No.96 of 2016 since the online status on the Hon'ble Bombay High Court website reflects that the Notice of Motion (L) No.96 of 2016 is disposed.
- (h) The Petitioners filed Chamber Summons 335 of 2018 on 4<sup>th</sup> August 2018 to amend the Writ Petition in the terms more particularly set out therein. By and under an order dated 26<sup>th</sup> November 2018, the Hon'ble Bombay High Court allowed the chamber summons and directed that the Petitioner should carry out the amendment within a week and copies of such amendment should be served on the Respondents immediately. The Petitioners have accordingly amended the writ petition.

4. L.C. Suit (St.) No.841 of 2016, L.C. Suit (St.) No.842 of 2016, L.C. Suit (St.) No.843 of 2016, L.C. and Suit (St.) No.844 of 2016

- (a) One Chaitanya Chandrakant Gandhi, filed L.C. Suit (St.) No. 841 of 2016 (the Plaintiff), one Kamalchand Budhanarayan Gupta filed L.C. Suit (St.) No.842 of 2016, one Shridhar Babiram Warik filed L.C. Suit (St.) No.843 of 2016 and one Leelavati Ramchandra Tiwari filed L.C. Suit (St.) No.844 of 2016 against (i) Maharashtra Housing and Area Development Authority, (ii) Chief Officer, Mumbai Building Repairs and Reconstruction Board, (iii) Executive Engineer - G / South Division, MBR&R Board, (iv) OPPL, (v) Municipal Corporation of Greater Mumbai and (vi) Assistant Engineer (B.P.) City - VI, G / South Ward (the Defendants) before the Hon'ble City Civil Court for the relief set out therein in respect of the premises

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occupied by them in said Structures, which premises were held to have been non-cessed structures by the MBR&R Board.

- (b) The above suits were disposed of by 3 (three) orders dated 28<sup>th</sup> April 2016 and 1 (one) order dated 3<sup>rd</sup> May 2016 passed by the Hon'ble Bombay High Court pursuant to consent terms signed between OPPL and the respective Plaintiffs therein. By these orders and the respective consent terms: -

- (i) Chaitanya Chandrakant Gandhi - Chawl No.2, Bidi Shop No.1A, order and consent terms dated 3<sup>rd</sup> May 2016:-

The area of the shop was agreed to as 80 square feet of carpet area. The said Chaitanya Chandrakant Gandhi undertook to vacate the premises within a period of 7 (seven) days from the date of the order. OPPL has undertaken to pay transit rent as stated in the consent terms and has also agreed to execute the permanent alter accommodation agreement for new premises admeasuring 80 square feet of carpet area as per the tentative plan annexed to the consent terms. It has also been agreed and ordered that in the event the original premises occupied by the said Chaitanya Chandrakant Gandhi were held to be certified by MBR&R Board then 20% additional carpet area would be provided as stated therein.

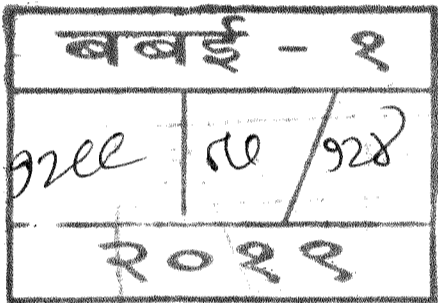
- (ii) Kamalchand Budhnarayan Gupta - Chawl No.4, C.I. Shed, order and consent terms dated 28<sup>th</sup> April 2016:-

The area of the shop was agreed to as 218 square feet of carpet area. The said Kamalchand Budhnarayan Gupta undertook to vacate the premises within a period of 7 (seven) days from the date of the order. OPPL has undertaken to pay transit rent as stated in the consent terms and has also agreed to execute the permanent alter accommodation agreement for new premises admeasuring 218 square feet of carpet area as per the tentative plan annexed to the consent terms. It has also been agreed and ordered that in the event the original premises occupied by the said Kamalchand Budhnarayan Gupta were held to be certified by MBR&R Board then 20% additional carpet area would be provided as stated therein.

- (iii) Shridhar Babiram Warik - Chawl No. 5, Shed, order and consent terms dated 28<sup>th</sup> April 2016:-

The area of the shop was agreed to as 165 square feet of carpet area. The said Shridhar Babiram Warik undertook to vacate the premises within a period of 7 (seven) days from the date of the order. OPPL has undertaken to pay transit rent as stated in the consent terms and has also agreed to execute the permanent alter accommodation agreement for new premises admeasuring 165 square feet of carpet area as per the tentative plan annexed to the consent terms. It has also been agreed and ordered that in the event the original premises occupied by the said Shridhar Babiram Warik were held to be certified by MBR&R Board then 20% additional carpet area would be provided as stated therein.

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- (i) OPPL would give permanent alternate accommodation of the new premises to be constructed on the said Land in accordance with the final adjudication and determination of the matter, to such party/parties as may be found and held entitled thereto;
- (ii) Till the final adjudication of the question referred to in the Chamber Summons, rights of Ramzanali Gulamhussain Ramodiya and others and Hamida Karim Ramodiya and Others, OPPL undertook to deposit in the Hon'ble High Court, towards transit rent in the manner more particularly set out therein;
- (iii) OPPL should furnish a bank guarantee ("Bank Guarantee") of a nationalised bank in Mumbai in favour of the Ld. Prothonotary for the amount more particularly mentioned therein within a period of four weeks of the order and on the terms and conditions more particularly set out therein.
- (iv) Till the final adjudication of the question as to who is entitled to the tenancy rights in respect of the said Shops or the Chamber Summons, the parties thereto should not create any third party rights in respect of the new premises to be constructed on the said Land
- (v) Subject to the OPPL complying with its obligations as stated in the order, Ramzanali Gulamhussain Ramodiya and others and Hamida Karim Ramodiya and Others shall not obstruct or hinder the redevelopment of the said Land.
- (f) By and under an order dated 31<sup>st</sup> March 2016, the Hon'ble Bombay High Court accepted the demand draft submitted by OPPL in compliance of the terms of the Order dated 17<sup>th</sup> March 2016.
- (g) By and under an order dated 6<sup>th</sup> May 2016, the Hon'ble Bombay High Court extended the period to lodge Bank Guarantee with the office of the Ld. Prothonotary for a period of four weeks from the date of the Order. OPPL is in the process of lodging the same.
- (h) By and under an order dated 12<sup>th</sup> May 2016, the Ld. Prothonotary passed an order directing the OPPL to submit the bank guarantee in accordance with the format finalised by the Ld. Prothonotary.
- (i) However, OPPL could not get the format approved by a bank as directed by the Ld. Prothonotary. OPPL through its Advocates mentioned the matter before Hon'ble Bombay High Court and informed the Court that since OPPL has not been able to arrange a bank guarantee, OPPL would deposit a pay order of the same amount with the Ld. Prothonotary. By and under an order dated 8<sup>th</sup> June 2016 the Hon'ble Bombay High Court directed the Ld. Prothonotary to accept the pay order and encash the same and thereafter invest the amount in a fixed deposit with a nationalised bank for an initial period of 1 year and thereafter renew it after a year unless otherwise directed by the Court.



- (iv) Leelavati Ramchandra Tiwari - Chawl No. 4, Pan Patti Shop, order and consent terms dated 28<sup>th</sup> April 2016:-

The area of the shop was agreed to as 7 square feet of carpet area. The said Leelavati Ramchandra Tiwari undertook to vacate the premises within a period of 7 (seven) days from the date of the order. OPPL has undertaken to pay transit rent as stated in the consent terms and has also agreed to execute the permanent alter accommodation agreement for new premises admeasuring 7 square feet of carpet area as per the tentative plan annexed to the consent terms. It has also been agreed and ordered that in the event the original premises occupied by the said Leelavati Ramchandra Tiwari were held to be certified by MBR&R Board then 20% additional carpet area would be provided as stated therein.

5. Notice of Motion (L) No. 677 of 2016 In Execution Application No. 20 of 1998 In Suit No. 3033 of 1994:

- (a) Hamida Karim Ramodiya and Others (being the Plaintiffs in Suit No. 3033 of 1994) had filed a suit for partition against Ramzanali Gulamhussain Ramodiya and others. Pursuant to which a consent decree dated 5<sup>th</sup> May 1997 ("Consent Decree") was passed.
- (b) Since the Consent Decree was not complied with by Ramzanali Gulamhussain Ramodiya and others, the Plaintiffs initiated proceedings for execution of the Consent Decree before the Hon'ble Bombay High Court under Execution Application No. 20 of 1998 as they were entitled to receive a certain as set out therein. In execution of the Consent Decree, on 16<sup>th</sup> February, 1998 the plaintiffs obtained a Warrant of Attachment from the Hon'ble Bombay High Court in respect of various immovable properties including properties standing on a portion of the said Land ("said Shops"), more particularly mentioned below.
- (i) Shop Nos.1, 2 and 3 together admeasuring 333.79 square feet of carpet area; and
- (ii) Shop No 10 and 10A together admeasuring 225.72 square feet of carpet area.
- (c) OPPL also took out Chamber Summons No. 509 of 2013 ("Chamber Summons") before the Hon'ble Bombay High Court seeking an order of lifting of the attachment in respect of the said Shops. By and under an order dated 12<sup>th</sup> July 2013 passed by the Hon'ble Bombay High Court in Summons No. 509 of 2013, OPPL was directed to lead evidence.
- (d) Ramzanali Gulamhussain Ramodiya and others filed a Notice of Motion (L) No. 677 of 2016 praying for an order restraining OPPL (being the Respondent therein) from parting possession and demolishing the Shop No. 10 in Chawl No. 4, Shop No. 2 in Chawl No. 4, Shop Nos. 6 and 7 in Chawl No. 4 on the said Land.
- (e) On 17<sup>th</sup> March 2016 the Hon'ble Bombay High Court disposed the Notice of Motion (L) No. 677 of 2016 and passed the following order:

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## B. TENANTS LITIGATION

1. R.A.E. Suit No. 1381 of 2006

- (a) NCPPL filed a suit against Khimji Mayaji and Vijay H. Pujare, *inter-alia*, praying (i) that the defendants, jointly and severally be ordered and declared to vacate and handover to the plaintiff peaceful and vacant possession of the suit premises situated on the said Land; (ii) that the defendants be further ordered and decreed to pay to the plaintiff mense profit for continuing to be in unlawful control and possession over the suit premises at such a rate that the Hon'ble Court deems fit and proper after inquiry under Order 20 Rule 12 of the Code of Civil Procedure, 1908 order and decree in respect of such amount be passed against the defendants; (iii) pending the hearing and final disposal of the suit the defendants be further ordered and decreed to pay to the plaintiff mense profits for continuing to be in unlawful possession over the suit premises, at such rate as the Hon'ble Court deems fit and proper pending the inquiry under Order 20 Rule 12 of the Code of Civil Procedure, 1908 and a decree in respect of such amount be passed against the defendants; (iv) pending the hearing and final disposal of the suit the defendants be further ordered and directed to deposit in court the arrears of rent from May 2003 to February 2008 at Rs. 3480/- or at such rate as the Hon'ble Court shall deem fit and proper; (v) pending the hearing and final disposal of the suit the defendants, their servants, and agents be restrained by an order and injunction of the Hon'ble Court from alienating, sub-letting and/or creating any third party rights and/or in any other manner parting with possession of the suit premises; (vi) interim and ad-interim reliefs in terms of prayers (iii), (iv) and (v).

- (b) We have been informed that no orders have been passed in this matter.

2. Short Cause Suit No. 4372 of 2012

- (a) OPPL filed a suit in Bombay City Civil Court being Short Cause Suit No. 4372 of 2012 on 25<sup>th</sup> September 2015 against one Razia Usman Sheikh on of the occupant of one of the premises on the said Land, *inter-alia* praying, (i) that Razia Usman Sheikh be declared a trespasser on the suit premises being situated on the said Land, (ii) that the Hon'ble Court be pleased to order Razia Usman Sheikh to hand over quiet and vacant possession of the suit premises, (iii) that Razia Usman Sheikh and her family, friends, servants and/or agents be restrained by a mandatory, permanent, interim and ad-interim order of the Hon'ble Court from selling, alienating, transferring, encumbering, giving on rent, leave and license or creating any third party rights and/or interest in the suit premises; (iv) pending the hearing and final disposal of the suit, the court receiver, High Court, Bombay or some other fit and proper person be appointed as the Receiver of the suit premises; (v) pending the hearing and final disposal of the suit the Hon'ble Court be pleased to pass an order directing Razia Usman Sheikh to hand over quiet, vacant and peaceful possession of the suit premises.

- (b) OPPL also filed a notice of motion being notice of motion No 2975 of 2012 in S.C. Suit No. 4372 of 2012.

- (c) By and under an order dated 9<sup>th</sup> March 2015 it was recorded that Razia Usman

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Sheikh cannot be evicted by an order of mandatory injunction during the pendency of the suit and the notice of motion was dismissed.

- (d) OPPL filed an Appeal from order in the Hon'ble Bombay High Court against the order dated 9<sup>th</sup> March 2015 being Appeal from Order No. 553 of 2015 with Civil Application 694 of 2015. An order dated 22<sup>nd</sup> July 2015 was passed in the appeal wherein the statement of Razia Usman Sheikh was recorded in terms of the affidavit filed by Razia Usman Sheikh stating that Razia Usman Sheikh would not create any third party right, title or interest on the suit premises. In view of the same OPPL withdrew the Appeal.
- (e) Razia Usman Sheikh has vacated the suit premises and has handed over, quiet vacant and peaceful possession of the suit premises to OPPL.

3. R.A.D Suit No. 358 of 2016

- (a) One Ms. Nirmala Manilal Soni filed a suit in Court of Small Causes at Bombay against Mr. Rajendra Somani, *inter-alia* praying, that (i) the Hon'ble Court declare that the defendant does not have the right to disturb, interfere with the possession of the plaintiff for dispossessing the plaintiff from the suit premises on the said Land; (ii) the Hon'ble Court be pleased to restrain the Defendant, his agents, servants and any persons acting through him by and order or injunction from disturbing, interfering with the possession of the plaintiff or dispossessing the plaintiff from the suit premises on the said Land; (iii) Hon'ble Court be pleased to direct the defendant to accept the arrears of monthly rent from the period of 9 years at the rate of Rs. 300/- per month and continue to accept the monthly rent from the plaintiff or in the alternative the Hon'ble Court be pleased to allow the plaintiff to deposit the arrears of rent from the period of 9 years at the rate of Rs. 300/- per month in the office of the Hon'ble court and further continue depositing the monthly rent till the disposal of the suit (vi) pending the hearing and final disposal of the suit the Hon'ble court be pleased to restrain the defendant, his agents, servants and any persons acting through him by and order or injunction from disturbing, interfering with the possession of the plaintiff or dispossessing the plaintiff from the suit premises on the said Land; and (vii) ad-interim and interim reliefs in terms of prayer (vi)
- (b) Ms. Nirmala Manilal Soni filed an Injunction Notice No. \_\_\_ of 2016 *inter-alia* praying, that (i) the Hon'ble Court be pleased to restrain Mr. Rajendra Somani, his agents, servants and any persons acting through him by and order or injunction from disturbing, interfering with the possession of the plaintiff or dispossessing the plaintiff from the suit premises on the said Land; and (ii) ad-interim and interim reliefs in terms of the first prayer.
- (c) By and under an order date 22<sup>nd</sup> March 2016 the Hon'ble Small Causes Court at Bombay held that since the plaintiff had failed to establish a relationship of landlord and tenant between the plaintiff and the defendant hence the ad-interim relief of injunction was rejected;
- (d) This suit is pending. However, by a letter dated 24<sup>th</sup> May 2016 Ms. Nirmala Manilal Soni surrendered her tenancy rights / occupancy in the suit premises in favour of OPPL for a consideration and handed over quiet, peaceful, and vacant possession

5. Writ Petition (L) No. 3781 of 2016

- (a) OPPL filed a Writ Petition against the (i) The Vice President & Chief Executive Officer ("the VP and CEO"), MHADA, (ii) The Chief Officer, Mumbai Building Repair and Reconstruction Board ("MBRRB"), (iii) The Executive Engineer, MBRRB, (iv) The Deputy Chief Engineer, (Zone II), MBRRB, (v) Margaret Peter Quadros and (vi) Josephine Philomena Mascarenhas, *inter-alia* praying that (i) by an order of the Hon'ble Court the record and proceedings of Appeal filed by OPPL before the VP and CEO, MHADA; (ii) after perusal of the order dated 4<sup>th</sup> January 2016 passed by the VP and CEO ("VP Impugned Order"), MHADA and the order dated 27<sup>th</sup> October 2014 passed by the Chief Officer, MBRRB ("Chief Officer Impugned Order"), the same may be quashed and set aside and allow the appeal filed by OPPL; (iii) pending the hearing and final disposal of the Writ Petition the operation, implementation and execution of the order dated 4<sup>th</sup> January 2016 passed by the VP and CEO, MHADA and the order dated 27<sup>th</sup> October 2014 passed by the Chief Officer, MBRRB be stayed and (vi) such other and further reliefs as the circumstances may require.

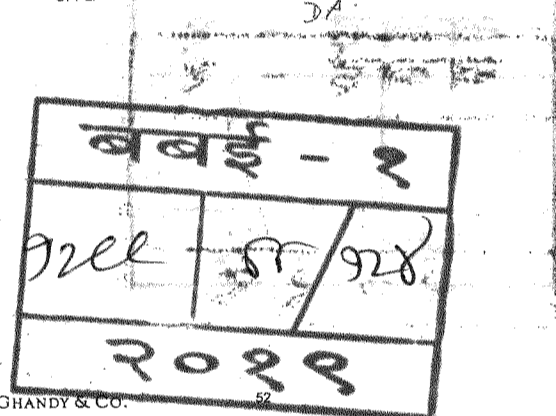
- (b) The facts leading up to the filing of this Writ Petition are as follows

- (i) Originally late Eric Furtado was the original tenant of Room No. 40 and 41 in Chawl No. 4 on the said Land ("said Premises") and he was residing with his daughter Bellamina Furtado in the said Premises. Bellamina Furtado was in possession of the said Premises after the death of Eric Furtado and later she was recorded as a tenant of the said Premises by OPPL;
- (ii) Bellamina Furtado gave her consent for the re-development of the said Land on 30<sup>th</sup> May 2010 and two separate permanent alternate accommodation agreements both dated 30<sup>th</sup> May 2010 were also executed with her in lieu of the said Premises;
- (iii) Bellamina Furtado passed away 3<sup>rd</sup> January 2012 and thereafter Margaret Peter Quadros (Respondent No.5 therein) and Josephine Philomena Mascarenha (Respondent No.6 therein) addressed letters and informed OPPL that the said Bellamina Furtado had bequeathed movable and immovable property in their favour including the said Premises;
- (iv) Respondent No. 5 therein filed a Writ Petition No. 2244 of 2013 in the Hon'ble Bombay High Court against OPPL for seeking a direction against OPPL to recognise Respondent Nos. 5 and 6 as the legal representative of Bellamina Furtado and the beneficiary of the permanent alternate accommodation executed with Bellamina Furtado in lieu of the said Premises.
- (v) By and under an order dated 9<sup>th</sup> October 2014 passed by the Hon'ble High Court in Writ Petition No. 2244 of 2013, the Hon'ble Court disposed the same and directed the Chief Officer, MBRRB, The Executive Engineer, MBRRB, and the Deputy Chief Engineer, (Zone II), MBRRB, to consider the representations made by Respondent No. 5;

of the suit premises to OPPL.

4. R.A.D Suit No. 357 of 2016

- (a) One Ms. Urmila Virendra Giri filed a suit in Court of Small Causes at Bombay against Mr. Rajendra Somani, *inter-alia* praying, that (i) the Hon'ble Court declare that the defendant does not have the right to disturb, interfere with the possession of the plaintiff for dispossessing the plaintiff from the suit premises on the said Land; (ii) the Hon'ble Court be pleased to restrain the Defendant, his agents, servants and any persons acting through him by and order or injunction from disturbing, interfering with the possession of the plaintiff or dispossessing the plaintiff from the suit premises on the said Land; (iii) Hon'ble Court be pleased to direct the defendant to accept the arrears of monthly rent from the period of 9 years at the rate of Rs. 150/- per month and continue to accept the monthly rent from the plaintiff or in the alternative the Hon'ble Court be pleased to allow the plaintiff to deposit the arrears of rent from the period of 9 years at the rate of Rs. 150/- per month in the office of the Hon'ble court and further continue depositing the monthly rent till the disposal of the suit (vi) pending the hearing and final disposal of the suit the Hon'ble court be pleased to restrain the defendant, his agents, servants and any persons acting through him by and order or injunction from disturbing, interfering with the possession of the plaintiff or dispossessing the plaintiff from the suit premises on the said Land; and (vii) ad-interim and interim reliefs in terms of prayer (vi)
- (b) Ms. Urmila Virendra Giri filed an Injunction Notice No. \_\_\_ of 2016 *inter-alia* praying, that (i) the Hon'ble Court be pleased to restrain Mr. Rajendra Somani, his agents, servants and any persons acting through him by and order or injunction from disturbing, interfering with the possession of the plaintiff or dispossessing the plaintiff from the suit premises on the said Land; and (ii) ad-interim and interim reliefs in terms of the first prayer.
- (c) By and under an order date 22<sup>nd</sup> March 2016 the Hon'ble Small Causes Court at Bombay held that since the plaintiff had failed to establish a relationship of landlord and tenant between the plaintiff and the defendant hence the ad-interim relief of injunction was rejected;
- (d) This suit is pending. However, by and under a memorandum of understanding executed by and between Urmila Virendra Giri and OPPL, OPPL agreed to provide a new shop admeasuring 27 square feet carpet area in the rehab building upon the redevelopment of the said Land and agreed to execute a permanent alternate accommodation agreement with Urmila Virendra Giri. The memorandum of understanding further records that on receipt of the cheque towards transit accommodation and the handing over of the suit premises by Urmila Virendra Giri, Urmila Virendra Giri shall withdraw the pending suit before the Hon'ble Court field against Mr. Rajendra Somani.
- (e) By a letter dated 9<sup>th</sup> May 2016, Urmila Virendra Giri surrendered the suit premises and handed over quiet, peaceful, and vacant possession of the suit premises to OPPL.



- (vi) The Chief Officer, MBRRB passed the Chief Officer Impugned Order accepting Respondent Nos. 5 and 6 as the legal heirs of Bellamina Furtado;
- (vii) Being aggrieved by the order dated 27<sup>th</sup> October 2010, OPPL filed an appeal before the VP and CEO, MHADA challenging the same and on 4<sup>th</sup> January 2016 VP and CEO, MHADA passed the VP Impugned Order dismissing the appeal filed by OPPL.
- (viii) In light of the above facts, OPPL filed this writ petition challenging the VP Impugned Order and the Chief Officer Impugned Order.
- (c) No orders have been passed in this writ petition and the same is at a pre-admission stage.

6. L.C. Suit (L) No. 1702 of 2016

- (a) Abdul Rahim Ibrahim Shaikh filed a suit against (i) MHADA, (ii) Chief Officer, MBRRB, (iii) Executive Engineer, MBRRB, (iv) OPPL, (v) MCGM and (vi) Assistant Engineer (B.P.) City *inter-alia* praying that (i) the Hon'ble Court be pleased to direct MHADA, MBRRB, MCGM and OPPL to determine the eligibility and entitlement of the Plaintiff in respect of the commercial suit premises being Shed No. 3 admeasuring 72 square feet carpet area in Chawl No. 3 of the said Land and to declare that the Plaintiff is entitled to permanent alternate commercial accommodation admeasuring 72 square feet along with fungible FSI area in lieu of the suit premises with all the benefits locational advantage for restoring income earning capacity and the Hon'ble Court be pleased to direct OPPL to execute and register agreement for providing permanent alternate accommodation in line with the agreement executed with other tenants/ occupant on the said Land; (b) that the Hon'ble Court be pleased to grant permanent prohibitory injunction order restraining the implementation of approved/ sanctioned plan No. EEBP/7060/GS/A dated 22<sup>nd</sup> December, 2015 of rehab building on Ground Floor of the said Land issued by MCGM and Assistant Engineer (B.P.) City until the arrangement and provision of alternate, permanent commercial premises at equivalent location is included in the building plans of the proposed redevelopment building; (c) pending the hearing and final disposal of this suit, the Hon'ble Court be pleased to grant temporary prohibitory injunction order restraining effect, implementation, operation of approved/ sanctioned plans No. EEBP/7060/GS/A dated 22<sup>nd</sup> December, 2015 of rehab building on Ground Floor of the said Land till the determination of entitlement of the Plaintiff in the said redevelopment and the appropriate alternate permanent premises for the Plaintiff admeasuring 72 square feet along with fungible FSI are shown in the redevelopment building plan and till the agreement for providing permanent alternate accommodation is registered in line with the agreement with other tenants/ occupant on the said Land; (d) Ad-interim reliefs in terms of prayer clause (c).
- (b) OPPL filed a detailed affidavit in reply in August 2016 and raised a preliminary objection with respect to jurisdiction in this affidavit in reply.
- (c) The Hon'ble City Civil Court was pleased to frame an issue with respect to jurisdiction on 19<sup>th</sup> September 2016. The Hon'ble City Civil Court passed an order

dated 17<sup>th</sup> April 2018 rejecting the preliminary issue on jurisdiction.

(d) By an order dated 3<sup>rd</sup> October 2018, the Hon'ble Court directed that the Suit should proceed without a written statement. We have been informed that Defendant No. 4 is taking the necessary steps to place the written statement on record and is in the process of filing necessary proceedings for this purpose.

(e) The matter is now listed on 24<sup>th</sup> April 2019.

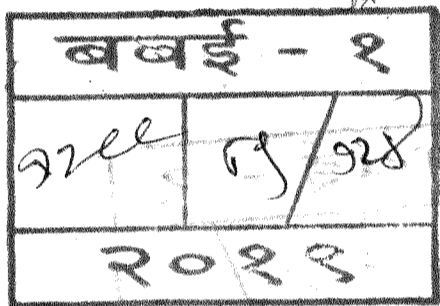
7. S.C. Suit No. 893 of 2017

(a) Akshay Thakker filed a suit against (i) Anushree N Bansai, (ii) OPPL (iii) Indiabulls Infraestate and (iv) Chief Officer, MBRRB *inter-alia*, praying that (i) this Hon'ble Court be pleased to declare that Deed of Transfer of Tenancy dated 27<sup>th</sup> July 2016 was validly terminated (ii) this Hon'ble Court be pleased to declare that the Plaintiff is the lawful monthly tenant in respect of Suit Premises being Room No. 28, admeasuring 101.83 square feet carpet area situated in Chawl No. 3 standing on the said Land and entitled to permanent alternate accommodation as shown on the plan annexed thereto in lieu of the suit premises in redevelopment of the said Land under Regulation 33 (7) of DCR, as amended; (iii) this Hon'ble Court be pleased to direct OPPL and Indiabulls Infraestate to enter into permanent alternate accommodation agreement in respect of Suit Premises with the Plaintiff and to complete formality with respect to registration thereof. In the event OPPL and Indiabulls Infraestate fail to execute the agreement for permanent alternate accommodation with the Plaintiff, the Hon'ble Court be pleased to appoint the Registrar of this Hon'ble Court or such other person as this Hon'ble Court may deem fit and proper with the authority to execute agreement for permanent alternate accommodation with respect of the suit premises in favour of the Plaintiff and to have the said Agreement for permanent alternate accommodation with respect of suit premises in favour of the plaintiff and to have the said agreement for permanent alternate accommodation registered with the concerned office of the sub registrar of assurances; (iv) pending the hearing and final disposal of the suit, OPPL, Indiabulls Infraestate and Chief Officer MBRRB be restrained by an order and injunction of this Hon'ble Court from in any manner dealing with or acting in furtherance or taking any steps under the deed of transfer of tenancy dated 27<sup>th</sup> July 2016; pending the hearing and final disposal of the suit, Chief Officer MBRRB be restrained by an order and injunction from in any manner acting upon or giving effect to and/or having the certified list of the tenants as issues under the no objection certificate by Chief Officer MBRRB on 8<sup>th</sup> June 2013 after by deleting the name of the plaintiff in terms of the deed of transfer of tenancy dated 27<sup>th</sup> July 2016.

(b) The Plaintiff also filed a notice of motion being Notice of Motion No. 1446 of 2018 for grant of ad-interim reliefs.

(c) By an under a common order dated 13<sup>th</sup> October 2017, the Hon'ble City Civil Court passed an order rejecting the ad-interim relief.

(d) On 12<sup>th</sup> June 2018 OPPL and Chief Officer, MBRRB filed their written statement.



is the lawful monthly tenant in respect of Suit Premises being Room No. 20, admeasuring 101.72 square feet carpet area situated in Chawl No. 4 standing on the said Land and entitled to permanent alternate accommodation as shown on the plan annexed thereto in lieu of the suit premises in redevelopment of the said Land under Regulation 33 (7) of DCR, as amended; (ii) this Hon'ble Court be pleased to direct OPPL and Indiabulls Infraestate to enter into permanent alternate accommodation agreement in respect of Suit Premises with the Plaintiff and to complete formality with respect to registration thereof. In the event OPPL and Indiabulls Infraestate fail to execute the agreement for permanent alternate accommodation with the Plaintiff, the Hon'ble Court be pleased to appoint the Registrar of this Hon'ble Court or such other person as this Hon'ble Court may deem fit and proper with the authority to execute agreement for permanent alternate accommodation with respect of the suit premises in favour of the Plaintiff and to have the said Agreement for permanent alternate accommodation with respect of suit premises in favour of the plaintiff and to have the said agreement for permanent alternate accommodation registered with the concerned office of the sub registrar of assurances; (iv) pending the hearing and final disposal of the suit, OPPL, Indiabulls Infraestate and Chief Officer MBRRB be restrained by an order and injunction of this Hon'ble Court from in any manner dealing with or acting in furtherance or taking any steps under the deed of transfer of tenancy dated 18<sup>th</sup> July 2016; pending the hearing and final disposal of the suit, Chief Officer MBRRB be restrained by an order and injunction from in any manner acting upon or giving effect to and/or having the certified list of the tenants as issues under the no objection certificate by Chief Officer MBRRB on 8<sup>th</sup> June 2013 after by deleting the name of the plaintiff in terms of the deed of transfer of tenancy dated 18<sup>th</sup> July 2016.

(b) The Plaintiff also filed a notice of motion being Notice of Motion No. 1445 of 2018 for grant of ad-interim reliefs.

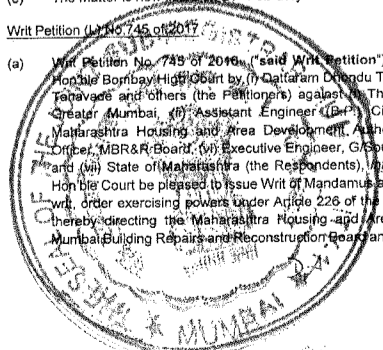
(c) By an under a common order dated 13<sup>th</sup> October 2017, the Hon'ble City Civil Court passed an order rejecting the ad-interim relief.

(d) On 12<sup>th</sup> June 2018 OPPL and Chief Officer, MBRRB filed their written statement.

(e) The matter is now listed on 21<sup>st</sup> February 2019.

10. Writ Petition (L) No. 745 of 2017

(a) Writ Petition No. 745 of 2017 ("said Writ Petition") has been filed before the Hon'ble Bombay High Court by (i) Gattaram Dhanu Tanavade and Sunil Dhondu Tanavade and others (the Petitioners) against (ii) The Municipal Corporation of Greater Mumbai, (iii) Assistant Engineer (P.P.) City-VI, G/South Ward, (iii) Maharashtra Housing and Area Development Authority, (iv) OPPL, (v) Chief Officer, MBRR Board, (vi) Executive Engineer, G/South Division, MBRR Board and (vii) State of Maharashtra (the Respondents), *inter-alia*, praying (i) that this Hon'ble Court be pleased to issue Writ of Mandamus and/or any other appropriate writ, order exercising powers under Article 226 of the Constitution of India, 1950, thereby directing the Maharashtra Housing and Area Development Authority, Mumbai Building Repairs and Reconstruction Board and the Corporation to ensure



(e) The matter is now listed on 21<sup>st</sup> February 2019.

8. S.C. Suit No. 894 of 2017

(a) Akshay Thakker filed a suit against (i) Maharukh R. Kuvarna, (ii) OPPL (iii) Indiabulls Infraestate and (iv) Chief Officer, MBRRB *inter-alia*, praying that (i) this Hon'ble Court be pleased to declare that Deed of Transfer of Tenancy dated 29<sup>th</sup> June 2016 was validly terminated (ii) this Hon'ble Court be pleased to declare that the Plaintiff is the lawful monthly tenant in respect of Suit Premises being Room No. 15, admeasuring 101.83 square feet carpet area situated in Chawl No. 3 standing on the said Land and entitled to permanent alternate accommodation as shown on the plan annexed thereto in lieu of the suit premises in redevelopment of the said Land under Regulation 33 (7) of DCR, as amended; (iii) this Hon'ble Court be pleased to direct OPPL and Indiabulls Infraestate to enter into permanent alternate accommodation agreement in respect of Suit Premises with the Plaintiff and to complete formality with respect to registration thereof. In the event OPPL and Indiabulls Infraestate fail to execute the agreement for permanent alternate accommodation with the Plaintiff, the Hon'ble Court be pleased to appoint the Registrar of this Hon'ble Court or such other person as this Hon'ble Court may deem fit and proper with the authority to execute agreement for permanent alternate accommodation with respect of the suit premises in favour of the Plaintiff and to have the said Agreement for permanent alternate accommodation with respect of suit premises in favour of the plaintiff and to have the said agreement for permanent alternate accommodation registered with the concerned office of the sub registrar of assurances; (iv) pending the hearing and final disposal of the suit, OPPL, Indiabulls Infraestate and Chief Officer MBRRB be restrained by an order and injunction of this Hon'ble Court from in any manner dealing with or acting in furtherance or taking any steps under the deed of transfer of tenancy dated 29<sup>th</sup> June 2016; pending the hearing and final disposal of the suit, Chief Officer MBRRB be restrained by an order and injunction from in any manner acting upon or giving effect to and/or having the certified list of the tenants as issues under the no objection certificate by Chief Officer MBRRB on 8<sup>th</sup> June 2013 after by deleting the name of the plaintiff in terms of the deed of transfer of tenancy dated 29<sup>th</sup> June 2016.

(b) The Plaintiff also filed a notice of motion being Notice of Motion No. 1439 of 2018 for grant of ad-interim reliefs.

(c) By an under a common order dated 13<sup>th</sup> October 2017, the Hon'ble City Civil Court passed an order rejecting the ad-interim relief.

(d) On 12<sup>th</sup> June 2018 OPPL and Chief Officer, MBRRB filed their written statement.

(e) The matter is now listed on 21<sup>st</sup> February 2019.

9. S.C. Suit No. 914 of 2017

(a) Akshay Thakker filed a suit against (i) Vrinda Goenka, (ii) OPPL (iii) Indiabulls Infraestate and (iv) Chief Officer, MBRRB *inter-alia*, praying that (i) this Hon'ble Court be pleased to declare that Deed of Transfer of Tenancy dated 18<sup>th</sup> July 2016 was validly terminated (ii) this Hon'ble Court be pleased to declare that the Plaintiff

the timely release of the transit rent and pending transportation charges by OPPL in the redevelopment scheme at every stage of approvals and to evolve specific mechanism for supervising the same; (ii) ad-interim, interim in terms of prayer clause [a] hereinabove may be ordered in the favour of the Petitioners by this Hon'ble Court.

(b) By and under an order dated 20<sup>th</sup> April 2017 the Hon'ble Bombay High Court passed an order stating that no case for grant of interim relief was made out.

(c) It appears that the Petitioner had not removed office objections and by an order dated 25<sup>th</sup> April 2017 the Ld. Prothonotary directed the Petitioner to remove office objections and get the Petition numbered and registered on or before 16<sup>th</sup> May 2017, failing the Petition was to be rejected.

(d) By and under an order dated 25<sup>th</sup> April 2018, the Ld. Prothonotary passed an order stating that the writ petition was to be placed for dismissal.

(e) The Petitioners filed Chamber Order (L) 1278 of 2017 for setting aside the order dated 25<sup>th</sup> April 2018. By and under an order dated 5<sup>th</sup> December 2018, the Chamber Order was allowed and the Ld. Prothonotary passed directed Petitioners and/or their Advocates to remove office objections on the Petition and to get the same numbered and/or registered on or before 2<sup>nd</sup> January 2019, failing Petition was to stand rejected for non-compliance of office objections.

(f) No further orders have been passed in the matter.

Annexure 'B'

EC-48

GAH P 1494-2004-131001 Form 8

Form 346  
88

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

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

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

EB/5918/GS/A

No. E.B./CE/ BS/A of 200 - 200

MEMORANDUM M/s. Indiabulls Infra-Estate Ltd,  
Indiabulls finance center  
Tower 1, 14th floor, S.B.Marg,  
Elphinstone, Mumbai 400 013

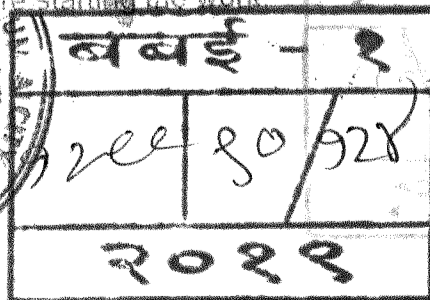
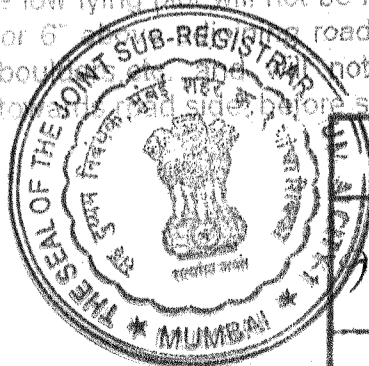
Municipal Office,  
Mumbai 25/7/2011

With reference to your Notice, letter No. 3406 dated 28.12.2010 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at C.S.No.131, 132 & 1/132 of Lower Parel Division furnished to me under your letter, dated 200. I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by the following reasons:-

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

- 1 That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2 That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity
- 3 That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
- 4 That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above road level whichever is higher with murum, earth, boulders, etc. not be leveled, rolled, consolidated and sloped towards the road side before starting the work

GAH P 1494-2004-131001 Form 8



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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 24 July day of 2012 200 , but not so as to contravance 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.

*[Signature]*  
Executive Engineer, Building Proposals,  
Zone, City-III Words.

**SPECIAL INSTRUCTIONS**

(1) THIS INTIMATION GIVES 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.

Noted by the City Engineer has fixed the following levels :-

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

(i) Not less than 3 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 those existing on the roof to be laid in such street.

(ii) Not less than 2 feet (60 cms) above every portion of the ground within 5 feet (60 cms) of such building.

(iii) Not less than 92 cm ( ) above the existing Road Mark Datum.

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

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to impose a penalty 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 471 (1) (a) 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 Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Your attention is drawn to the notes Accompanying this Intimation of Disapproval.



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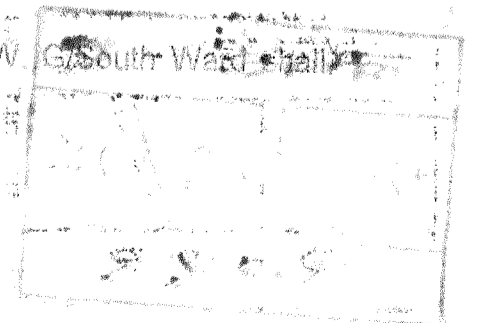
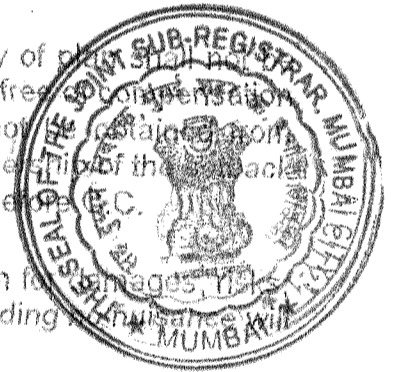
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- 2(a) -

No.EB/5918/GS/A

Contd... (A).

5. That the specifications for layout/ D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D.) of City before submitting building completion certificate.
6. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.
7. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
8. That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
9. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
10. That the Registered Undertaking and additional copy of plan shall 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 before demanding C.C. and that the ownership of the plot/land will not be transferred in the name of M.C.G.M. before C.C.
11. That the Indemnity Bond indemnifying the Corporation for damages, if any, accidents, to the occupiers and an Undertaking regarding nuisance will not be submitted before C.C./starting the work.
12. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
13. That the basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not misusing the basement will not be submitted before C.C.
14. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
15. That All Dues Clearance Certificate from A.E.W.W. South Ward shall not be submitted before issue of C.C.



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16. That the true copy of the sanctioned last amended layout approved under No.EB/5787/GS/AL dated 4.6.2011 along with the T. & C. thereof will not be submitted before B.C.C.

17. That the premium/deposits as follows will not be paid -  
 a. Development charges as per M.R. & T.P.(Amendment) Act,1992  
 b. Insecticide charges.  
 c. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges 'G/South' Ward.

18. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.

19. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.

20. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.

21. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.

22. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act,1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.

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

24. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.

25. That the Regd. U/T against misuse of pocket terrace / part terrace / silt shall not be submitted.

26. That the conditions mentioned in the letter from Member Secretary, Environment Department shall not be complied with.

27. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.

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

29. That the remarks from H.E. Department shall not be submitted.

30. That the garbage shall not be dumped on the Municipal ground only.



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31. That the board displaying the details of development of the work shall not be displayed at site.
32. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
33. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
34. That the copy of PAN card of the applicant shall not be submitted before C.C.
35. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
36. That the fresh P.R.Card in the name of owner shall not be submitted before C.C.
37. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
38. That the N.O.C. from E.E.T.& C. shall not be obtained for the parking before C.C.
39. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
40. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
41. That the G.I.Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
42. That the precautionary measures to avoid nuisance duct to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
43. That remarks from E F (M & E) for ventilation shall not be submitted.
44. 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 of safe and stable ladder, etc. and when required by Insecticide Officer for inspection of the work shall be provided by the applicant. The Insecticide Officer shall be responsible for the safety of the work.

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45. No main beam in a R C C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
46. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
47. In R C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006.
48. That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/UD-11 dated 2<sup>nd</sup> December 2003.
49. That the remarks regarding formation level from Road Department shall not be submitted.
50. That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6<sup>th</sup> June 2007 shall not be submitted.
51. That the requisition of clause No. 45 and 46 of D.C. Regn. 91 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work.
52. That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.
53. That the conditions mentioned in the Labour N.O.C. issued u/No.LC/NOC/C.No.412011/Off-7 dated 9.3.2011 and LC/NOC/C.No.13/2011/Off-7 dated 10.3.2011 shall not be strictly complied with
54. That the conditions mentioned in the letter u/No DI/IT/LOI/131-Indiabulls/293/2010/B-27774 dated 23.12.2010 and DI/IT/LOI/132-Indiabulls/292/B-27780 dated 23.12.2010 shall not strictly be complied with.
55. That the registered Private Pest Control Agency for providing anti larval treatment at the construction site shall be appointed.

That the N.O.C. from C.F.O. shall not be obtained before C.C.

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

That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.

2. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.

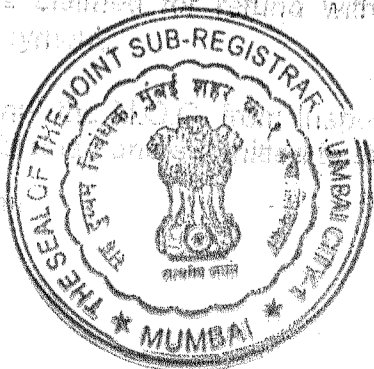


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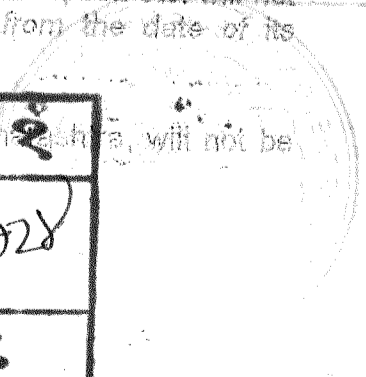
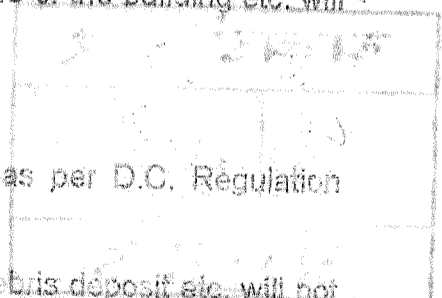
3. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
4. That the elevation treatment plan shall not be submitted & got approved.
5. That the design of road crust and construction of roads upto sub base level shall not be submitted.
6. That the construction of road including storm water drain and footpath shall not be constructed.
7. That the compliance of necessary remarks for training of nalla / construction of SWD will not be submitted before granting full C.C. for the said building.

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

1. That some of the drains will not be laid internally with C.I. Pipes.
2. That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/II of 26-6-1978.
3. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
4. That the existing well will not be covered with R.C.C. slab.
5. That 10'-0" wide paved pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
7. That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
8. That carriage entrance shall not be provided.
9. That the parking spaces shall not be provided as per D.C. Regulation No.35
10. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.



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12. That the Drainage completion certificate from (S.P.)(P&D)City for provision of Septic Tank/Soak pit will not be submitted.
13. That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted.
14. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
15. That final N.O.C. from C.F.O./Tree Authority shall not be submitted before asking for occupation permission.
16. That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
17. That the Fresh property card in the name of the owner shall not be submitted.
18. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
19. That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/UD-11 dated 6<sup>th</sup> June 2007 shall not be provided before applying for occupation permission.
20. That the recycling plant for waste water shall not be provided.

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE

B.O.C:

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

*[Signature]*  
Executive Engineer  
Building Proposals (City)-III

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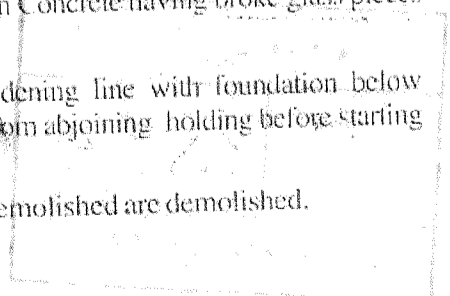
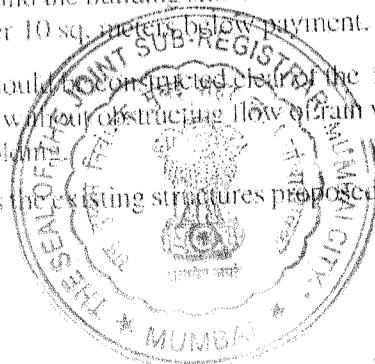


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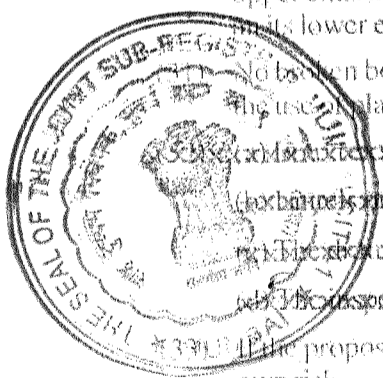
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**NOTES**

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps, debries, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer 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 under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction 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 Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submition of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meter below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holdin
- (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 (b) (1) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966. (12 of the Town Planning Act), will be with drawn.
- (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 rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the manholes 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 cisterns shall be covered with a properly fitting mosquito proof linged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter, the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- 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.
- The proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



*[Signature]*  
 Executive Engineer, Building Proposals  
 Zones City-III.....Wards.

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Annexure 'B'

EB /5918/GS/A

MUNICIPAL CORPORATION OF GREATER MUMBAI

EB/5918/GS/A

DT 10-7-2013

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

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

Sub : Proposed I. T. Park & residential building on  
C.S. No. 131, 132 and 1/132 of Lower Parel  
Division, Ganpatrao Kadam Marg, G/South  
Ward, Mumbai.

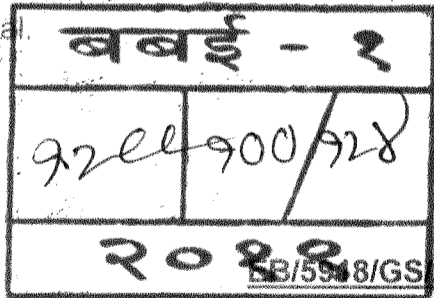
Ref : Your letter dated 3.5.2013

Sir,

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

1. That all the conditions of I.O.D. under even No. dated 25.7.2011 and amended approval letter dated 29.3.2012 and 7.1.2013 shall be complied with.
2. That the revised structural design / calculations / details drawings shall be submitted before extending C.C.
3. That the final N.O.C. from C.F.O. shall be submitted before asking for occupation permission.
4. That the necessary N.O.C. from Civil Aviation Department, before releasing C.C. above 175.0 M shall be submitted.
5. That the work shall be carried out strictly as per approved plans.

A set of amended plans duly stamped / signed are returned herewith as a token of approval.



Yours faithfully,

sd/-

Executive Engineer  
(Building Proposal) City-I

DT 10-7-2013

Copy to : 1. M/s. Indiabulls Infraestate Ltd.  
Indiabulls Finance Center, Tower 1  
14<sup>th</sup> Floor, Senapati Bapat Marg  
Elphinstone,  
Mumbai 400 013

2. Asst. Commissioner G/South Ward

Executive Engineer  
(Building Proposal) City-I





**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.**

No. EEBPC/ 5918/451A of 20/03/2012.

**COMMENCEMENT CERTIFICATE**

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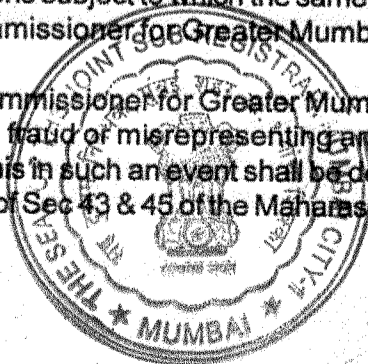
To,  
M/s Indiabulls Infraestate Ltd.  
Indiabulls Finance Center, Tower  
14<sup>th</sup> Floor, S. B. Marg  
Elphinstone, Mumbai- 400013

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

Sir,

With reference to your application No. 8271 dated 28/12/2010 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act., 1966, to carry out development for Proposed redevelopment on plot bearing C.S. No. 131, 132 & 132 of Lower Parel Division known as Bharat & Godar Mills and building permission under section 346 of the Bombay Municipal Corporation Act., 1888, to erect a building in Building No. --- on Plot No./C.S.No./C.T.S. No. 131, 132 & 132 Division/Village/Town Planning Scheme No. Lower Parel Division Situated at Road/Street Ganpatrao Kadam Marg Ward 4/S the Commencement Certificate/Building permit is granted on the following conditions :-

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



P.T.O.

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

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

This Commencement Certificate is valid upto 19/03/2013.  
THIS C.S. ISSUED upto top of upper basement i.e. plinth  
for the portion marked hatch for wing A, B, C & D as  
per approved plan dtd. 25/07/2011

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

W.R.  
20/3/12  
Assistant Engineer  
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.  
EB/5918/GS/A dt 12-6-2013

This C.C. is endorsed upto top of entire upper basement  
ie upto plinth level as per amended plan dt 7-1-2013

Amend  
12/6/13  
AEBPC-III

EB/5918/GS/A dt. 03-9-13

This C.C. is further extended as full C.C. for  
wing 'A & B' including LMR, upto 4<sup>th</sup> floor for wing 'C'  
upto 4<sup>th</sup> floor for wing 'B' as per last approved amended  
Plan dated 10/07/2013



EB/5918/GS/A dt. 25/08/15

Amend  
31/8/15  
AEBPC-III

This C.C. is endorsed as full C.C. for wing A, B & D  
and 4<sup>th</sup> floor for wing 'C' as per last approved amended  
Plan dated 10/04/2015

Amend  
25/8/15  
AEBPC-VI

बवई - १  
922/928  
२०११

Annexure 'c'

C - 3



**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**FORM 'A'**  
**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**  
No EB/5918/GS/A

**COMMENCEMENT CERTIFICATE**

To,  
M/s. Indiabulls Infraestate Ltd.  
Indiabulls Finance Centre, Tower 1, 14th floor, S.B.  
Marg, Elphinstone(W), Mumbai -13.

Sir,

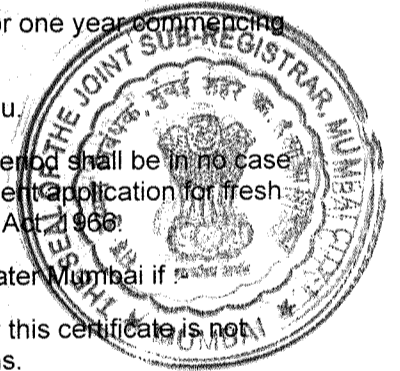
With reference to your application No. **EB/5918/GS/A** Dated. **10/7/2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **10/7/2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **131,132 and 1/132** Division / Village / Town Planning Scheme No. **LOWER PAREL** situated at **GANPATRAO KADAM MARG** Road / Street in **G/South** Ward .

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

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

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

बबई - १	
१२६	१०३/१२४
२०१९	



This CC is valid upto 19/3/2018

Issue On : 20/3/2012 Valid Upto : 19/3/2018

Remark :

This C. C. is issued upto top at upper basment i.e plinth for the portion marked hatch for wing A, B, C & D as per approved plan dated 25.07.2011.

Approved By  
Mr. Ghate  
Assistant Engineer (BP)

Issue On : 12/6/2013 Valid Upto : 19/3/2018

Remark :

This C.C. is endorsed upto top of entire upper basement i.e. plinth level as per approved plan dated 07.01.2013.

Approved By  
AEBP-6  
Assistant Engineer (BP)

Issue On : 3/9/2013 Valid Upto : 19/3/2018

Remark :

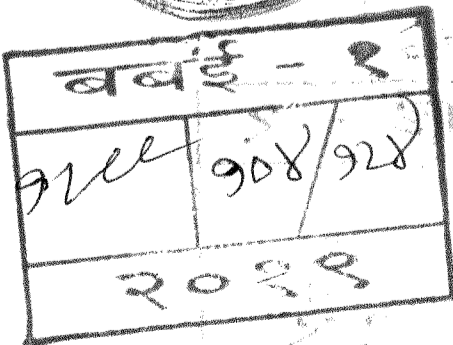
This C.C. is further extended as full C.C. for wing 'A' and 'B' including LMR, upto 43rd floors for wing 'C', upto 47th floors for wing 'B' as per approved plan dated 10.07.2013.

Approved By  
AEBP-6  
Assistant Engineer (BP)



EB/5918/CSM

Page 2 of 4 On 30-Jul-2018



Issue On : 25/8/2015

Valid Upto : 19/3/2018

Remark :

This C.C. is endorsed as full C.C. for wing A, B & D and 47th floors wing 'C' as per approved plan dated 10.04.2015.

Approved By

AEBP-6

Assistant Engineer (BP)

Issue On : 21/3/2017

Valid Upto : 19/3/2018

Remark :

The further CC is extended upto top of 53rd floor of wing C including LMR and OHWT over terrace.

Approved By

AEBP-6

Assistant Engineer (BP)

Issue On : 20/9/2017

Valid Upto : 19/3/2018

Remark :

This CC is re-endorsed and further extended for wing 'D' north side from 13th (pt) to 19th floors (in addition to earlier further CC for wing D south side upto 26th floor) as per approved amended plans dated 06.09.2017.

Approved By

AEBP-6

Assistant Engineer (BP)

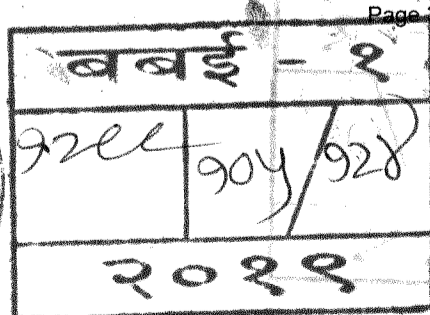
Issue On : 1/2/2018

Valid Upto : 19/3/2018

Remark :

C.C. is re-endorsed and extended upto 55th floors along with LMR & OHT of wing 'C' and C.C. upto 30th (pt.)

EB/5918/GS/A



floors & core of staircase, Lift/ lift Lobby, upto 32nd floor & LMR & OHD above 32nd floor of wing 'D' as per amended plans dt. 22.1.18.

Approved By  
AEBP-6  
Assistant Engineer (BP)

Issue On : 30/7/2018 Valid Upto : 19/3/2019

Remark :

This CC is endorsed and extended for further CC for the 31st (part) upper floor of Wing D as per last approved amended plans dated 24/07/2018.

Name : JADHAV RAJENDRA  
ANANDRAO  
Designation : Assistant  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 30-Jul-2018 11: 52:53

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

Assistant Engineer . Building Proposal  
City G/South Ward

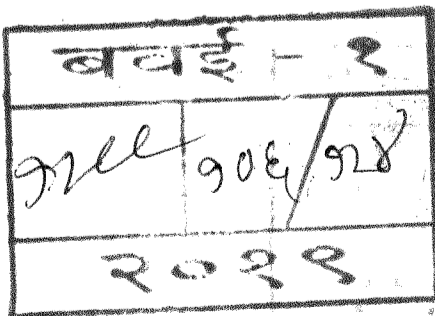
Cc to :

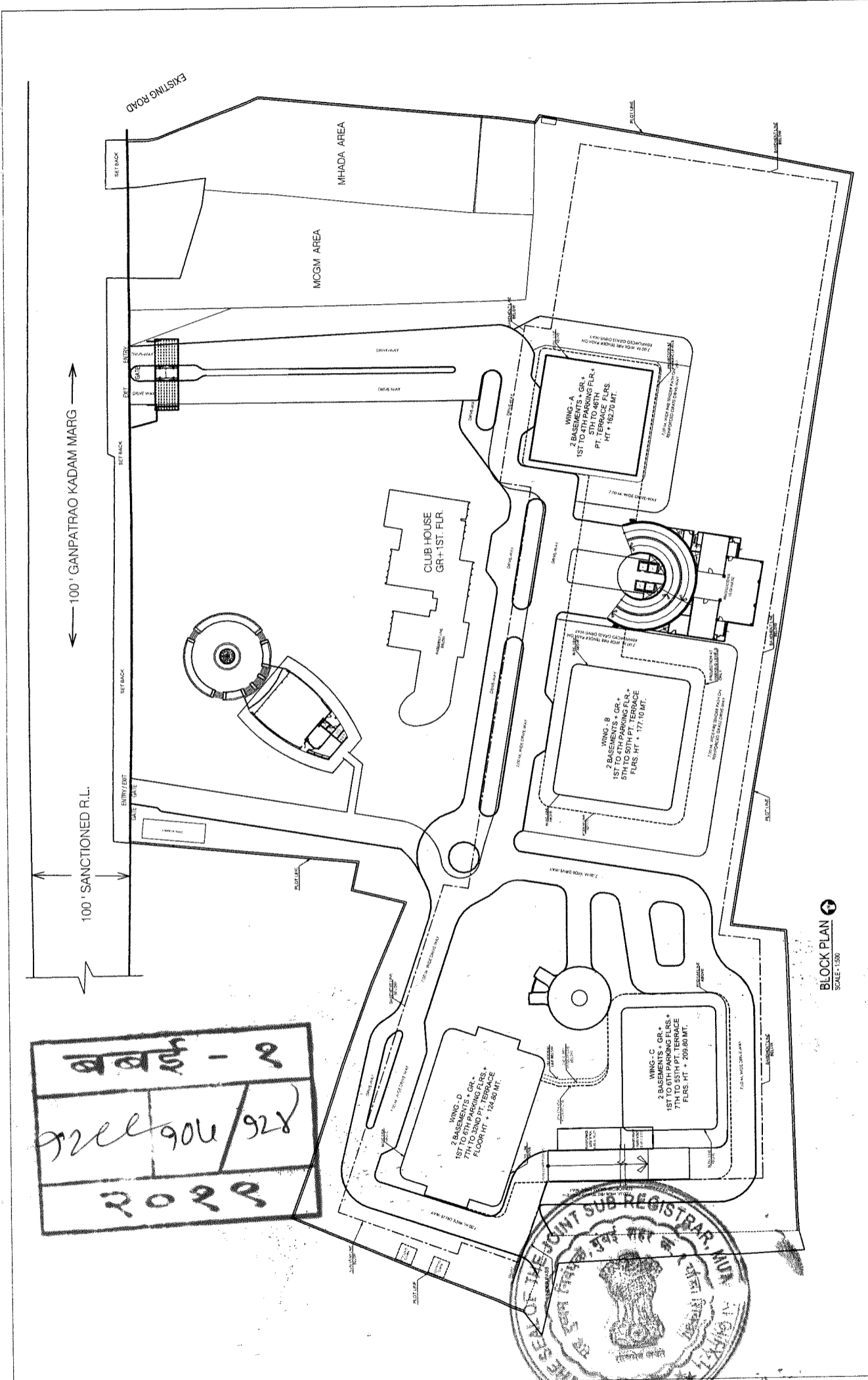
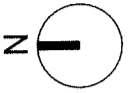
1. Architect.
2. Collector Mumbai Suburban /Mumbai District.



EB/5918/GS/A

Page 4 of 4 On 30-Jul-2018





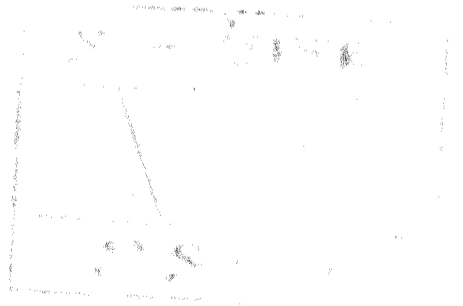
बवई - २  
१२८९०६/९२४  
२०१९



CURRENT APPROVED PLAN - ANNEXURE C1

1911

1912



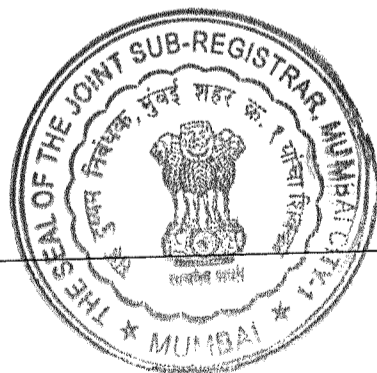


← 100' GANPATRAO KADAM MARG →

SITE RESERVED FOR FUTURE DEVELOPMENT

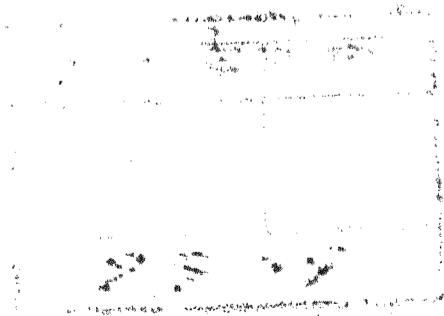
बबई - २	
१२६६	१०५/२४
२०२९	

SITE RESERVED FOR FUTURE DEVELOPMENT

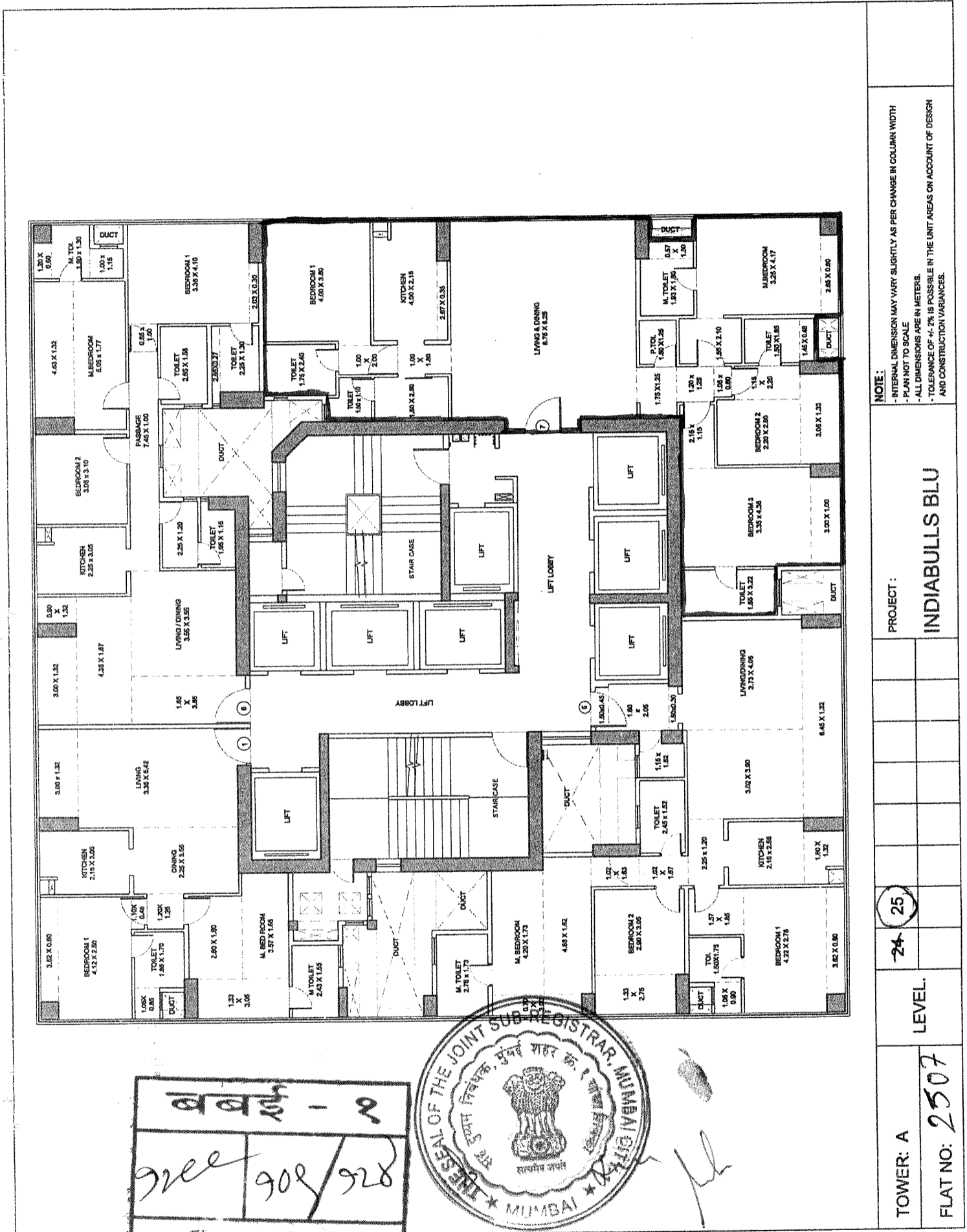


TOWER - A

PROPOSED TOWER A LOCATION @ INDIABULLS - BLU



Annexure 'E'



बवर्क - २  
 928/928

NOTE:  
 - INTERNAL DIMENSION MAY VARY SLIGHTLY AS PER CHANGE IN COLUMN WIDTH  
 - PLAN NOT TO SCALE  
 - ALL DIMENSIONS ARE IN METERS.  
 - TOLERANCE OF +/- 2% IS POSSIBLE IN THE UNIT AREAS ON ACCOUNT OF DESIGN AND CONSTRUCTION VARIANCES.

PROJECT:  
**INDIABULLS BLU**

TOWER: A

LEVEL: 24

FLAT NO: 2507

25



**Annexure "F"**

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

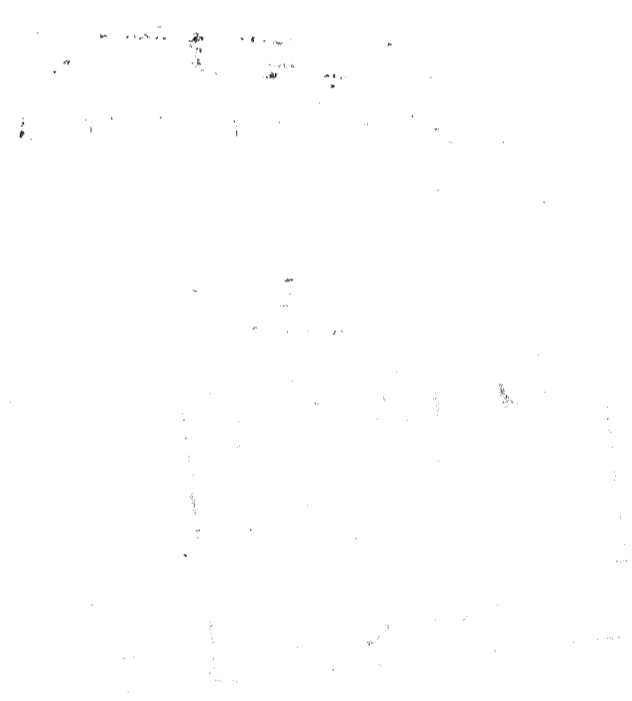
V.K  
26/1/16

*Handwritten signature*

**बबई - १**

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२०१९		





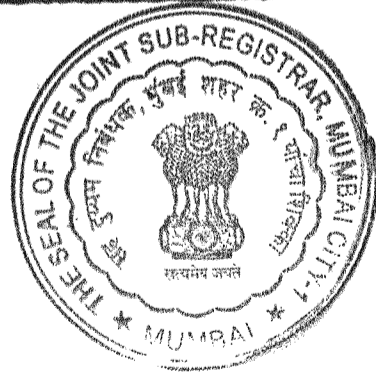
Annexure "G"

Sr.No.	Installment Name
1	10% Booking Amount
2	10% Within 7 days
3	40% by 25th June'17
4	40% On offer of Possession + Other charges

*Handwritten signature*  
*Handwritten initials*

*Handwritten mark*

बबई - १	
१२८८	१११ / १२४
२०१९	



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the specific procedures and protocols that must be followed to ensure that all records are properly maintained and updated. It details the roles and responsibilities of various staff members involved in the record-keeping process.



बवई - १	
92ll	992/928
२०१९	

ANNEXURE "H"

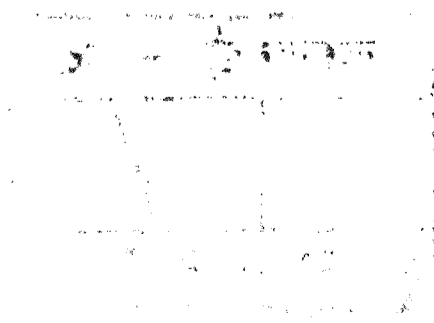
**Terms and Conditions for the Fit Out**

- a) The Purchaser shall deposit with the Promoter a refundable interest free security deposit of Rs. 5,00,000/- (Rupees Five Lakh(s) Only) ("Security Deposit") till the tie such interior and fit out work in the said Apartment is completed and all debris / waste generated in the process are cleared by the Purchaser(s) to the complete satisfaction of the Promoter and acknowledges in the event the Purchaser(s) causes any nuisance or damage in or to the Building or any part thereof, or any other property of the Promoter or of its agents, the Promoter shall be entitled to deduct from such security deposit, such amounts as the Promoter deems appropriate for remedying such nuisance or damage caused by the Purchaser.
- b) The Purchaser(s) shall engage and appoint a contractor for carrying out such fit-out work and intimate to the Promoter the approximate date / time of completion of such work.
- c) The contractor so engaged shall strictly adhere to the sanctioned plans of the external elevation and internal layout of the Building as per the plan of the said Apartment and Building.
- d) The contractor so engaged shall comply with the plans and specifications approved by the Municipal Corporation.
- e) The contractor shall get the work executed only through licensed personnel such as plumbers, electricians, etc.
- f) The contractor shall not cause damage to the RCC members of the building.



*[Handwritten mark]*

*[Handwritten signature]*



- g) The Purchaser(s) shall strictly adhere to the laws, byelaws, rules and regulations of the concerned local body and authority and all authorities without in any way causing any harm or nuisance to the users of all other apartments in the building.
- h) Complete waterproofing shall be done in water closets and bathrooms and kitchen so that there is no leakage in the Apartment, below the said Apartment or the outside walls of the said Apartment, and the Purchaser shall at all times be responsible to satisfactorily redo the waterproofing in case of any such leakage at their own cost.
- i) No work in, to or upon the said Apartment shall be done on any Sunday or Bank Holiday, and on other working days and it shall be done only between the hours of 9 am to 7 pm.
- j) The Purchaser(s) will ensure that no damage whatsoever is caused to any part of the building, and in the event of any damage to the building, the Purchaser(s) shall make good any damages caused thereby.
- k) The Purchaser(s) and the contractor shall indemnify and keep the Promoter indemnified against any loss and damage caused to/sustained by the Promoter on account of any breach by the Purchaser(s) or the contractor of any of the aforesaid conditions.
- l) The Purchaser(s) shall abide by the fit out guidelines that may be issued by the Promoter in such respects.
- m) The Purchase(s) shall not occupy the said Apartment and claim possession of the said Apartment given for the Fit-Out purpose until the Occupation Certificate in respect of the said Apartment and the Promoter has issued possession letter to the Purchaser(s).



बवई - २	
१२८८	११३/१२४
२०१९	



Annexure I



## 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 :  
**P51900000469**

**Project: Indiabulls Blu Tower A, Plot Bearing / CTS / Survey / Final Plot No.: 131, 132 at GSouth-400013, Ward GSouth, Mumbai City, 400013;**

- Indiabulls Infraestate Limited** having its registered office / principal place of business at *Tehsil: Ward GSouth District: Mumbai City, Pin: 400013.*
- This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **18/07/2017** and ending with **31/12/2020** 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.



बवई - १	
922	998/928
२०१९	

Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 7/18/2017 2:31:47 PM

Dated: 18/07/2017  
Place: Mumbai

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





\*\*\*\*\*  
DATED THIS \_\_ DAY OF \_\_\_\_\_ 2019  
\*\*\*\*\*  
INDIABULLS INFRAESTATE LIMITED

Promoter

AND

---

Purchaser

AGREEMENT FOR SALE



# Indiabulls

**CERTIFIED TRUE COPY OF THE BOARD RESOLUTION DATED 24<sup>th</sup> OCTOBER, 2018.**

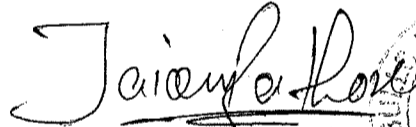
“RESOLVED THAT in supersession to all earlier authorizations given by the Board in this behalf, Mr. Virendra Singh, Mr. Sushil Pattni and Mr. Lalit Makhijani, as authorised signatories of the Company, be and are hereby severally authorised to sign and execute Flat Buyer Agreement(s)/Sale Agreement(s)/Conveyance Deed(s)/Sale Deed(s)/NOCs/ Undertaking(s) and all other requisite application(s)/papers/ documents/deeds/affidavit etc. for sale of residential space at Company’s Project named “the BLU” situated at Company’s land at Lower Parel, Near Worli Naka, Mumbai 400013, and to represent/appear on behalf of the Company before the relevant authorities for the purpose of registration thereof before the Registrar/Sub-Registrar, as applicable and to do all such acts, deeds and things as may be deemed necessary in the matter.

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

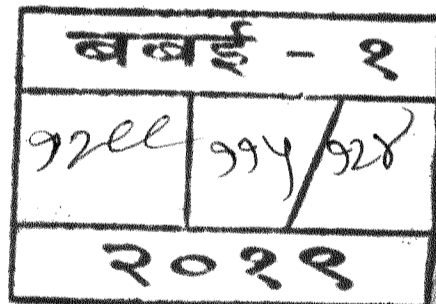
RESOLVED FURTHER THAT the aforesaid authorised signatories of the Company, be and are hereby further severally authorized, to sign all communications, to be made on behalf of the Company in aforesaid matters, including Demand Letters, Termination Notices, Forfeiture Notices, Cancellation of Property/Project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

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

for **Indiabulls Infraestate Limited**



Jaion Narendra Rathore  
Company Secretary



**Indiabulls Infraestate Limited**

CIN: U70102DL2007PLC157384

Corp Off: "Indiabulls House" 448-451, Udyog Vihar, Phase-V, Gurugram-122016, Tel: (0124) 6681199 Fax: (0124) 3081111  
Registered Office: M 62 & 63, First Floor, Connaught Place, New Delhi - 110 001 Tel: 011 30252900, Fax: 011 30252901

167781

8	2115
8	2115





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

INDIABULLS INFRAESTATE LIMITED



04/01/2007  
Permanent Account Number

AABC16196D

20012007

बबई - १	
92ll	975/928
२०१९	





**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT. OF INDIA**

स्थायी लेखा संख्या कार्ड  
 Permanent Account Number Card


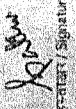
**AOBPP5497H**

नाम / Name  
**SUSHIL PATTNI**

पिता का नाम / Father's Name  
**JETHALAL PATTNI**

नाम की तिथि / Date of Birth  
**11/01/1970**

17932017





*Signature*

बवई - १	
१२६६	१११/१२४
२०११	











<b>आयकर विभाग</b> INCOME TAX DEPARTMENT KAUSHAL KUMAR MODI UMASHANKAR MODI 02/03/1979 Permanent Account Number AFJPM2298G  Signature		<b>भारत सरकार</b> GOVT. OF INDIA  
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*Handwritten signature*

<b>बबई - १</b>	
<i>9200</i>	<i>920/928</i>
<b>२०१९</b>	





आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT OF INDIA
NIDHI KAUSHAL MODI		
ANIL GOVINDRAM SHARMA		
17/05/1992 Permanent Account Number CTYPM3130J		<small>24062015</small>
 Signature		

*Nidhi Kaushal Modi*

बबई - १	
१२६६	१२९ / १२४
२०१९	







भारतीय विशिष्ट ओळख प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India

नोंदणी क्रमांक:/ Enrolment No.: 0000/00425/82001

To  
प्राची काशीराम सकपाल  
Prachi Kashiram Sakpal  
D/O,Kashiram Sakpal  
7a 402, Accolade Chs  
Hajuri Darga Road  
Louiswadi  
Near Lic Office  
Thane  
Wagle I.e.  
Thane Maharashtra - 400604  
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आपला आधार क्रमांक / Your Aadhaar No. :

**3224 3455 0005**

माझे आधार, माझी ओळख



भारत सरकार  
Government of India



प्राची काशीराम सकपाल  
Prachi Kashiram Sakpal  
जन्म तारीख/DOB: 05/10/1994  
महिला/ FEMALE

**3224 3455 0005**



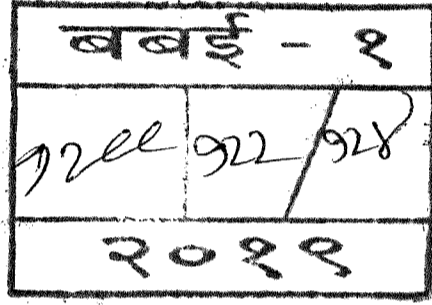
माझे आधार, माझी ओळख

- सूचना
- आधार ओळखीचे प्रमाण आहे, नागरीकत्वेचे नाही.
  - ओळखीचे प्रमाण ऑनलाईन ऑथेन्टिकेशन द्वारा प्राप्त करा.
  - हे इलेक्ट्रॉनिक प्रक्रिये द्वारा तयार झालेले एक पत्र आहे.

**INFORMATION**

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
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- आधारला देशभरात मान्यता आहे.
- आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



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Unique Identification Authority of India

**Address:**

D/O,Kashiram Sakpal, 7a 402,  
Accolade Chs, Hajuri Darga  
Road, Louiswadi, Near Lic Office,  
Thane, Thane,  
Maharashtra - 400604

**पत्ता:**

कॅशिराम सकपाल, 7ए 402, अक्कोलाडे चस,  
हजुरी दर्गा रस्ता, लौइस्वादी, लिंक ऑफीस  
Thane, Thane,  
महाराष्ट्र - 400604

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*P. K. Sakpal*





318/1299

गुरुवार, 21 फेब्रुवारी 2019 3:02 म.नं.

दस्त गोशवारा भाग-1

बबई1

दस्त क्रमांक: 1299/2019

दस्त क्रमांक: बबई1 /1299/2019

बाजार मूल्य: रु. 6,15,28,951/- मोबदला: रु. 10,69,19,680/-

भरलेले मुद्रांक शुल्क: रु.64,17,000/-

दु. नि. सह. दु. नि. बबई1 यांचे कार्यालयात

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पावती दिनांक: 21/02/2019

अ. क्र. 1299 वर दि.21-02-2019

सादरकरणाराचे नाव: कौशल कुमार मोदी

रोजी 3:00 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2480.00

पृष्ठांची संख्या: 124

एकुण: 32480.00

दस्त हजर करणाऱ्याची सही:

दुय्यम निबंधक, मुंबई-1

दुय्यम निबंधक, मुंबई-1

दस्ताचा प्रकार: करारनामा

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

शिक्रा क्र. 1 21 / 02 / 2019 03 : 00 : 50 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 21 / 02 / 2019 03 : 01 : 23 PM ची वेळ: (फी)

### प्रतिज्ञापत्र

\*सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. \* दस्तातील संपूर्ण पत्रसूच निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता व दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व साक्षीदार हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे:

लिहून घेणारे:









दस्त गोषवारा भाग-2

बबई1

दस्त क्रमांक:1299/2019

21/02/2019 3 09:52 PM

दस्त क्रमांक :बबई1/1299/2019

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:इंडियाबुल्स इन्फ्राइस्टेट लिमिटेड तर्फे ऑथोराईज सिग्रेटरी सुशील पटनी पत्ता:प्लॉट नं: एम 62/63, माळा नं: 1 ला मजला , इमारतीचे नाव: कन्नॉट प्लेस, ब्लॉक नं: न्यू दिल्ली, रोड नं: -, दिल्ली, CENTRAL DELHI. पॅन नंबर:AABCI6196D	लिहून देणार वय :-48 स्वाक्षरी:- <i>fotter</i>		
2	नाव:कौशल कुमार मोदी पत्ता:फ्लॅट नं. 17 ए, -, मानेक, एल डी रूपारेल मार्ग, नेपीयनसी रोड, मालाबार हिल, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AFJPM2298G	लिहून घेणार वय :-39 स्वाक्षरी:- <i>Kuldeep</i>		
3	नाव:निधी कौशल मोदी पत्ता:प्लॉट नं: फ्लॅट नं. 17 ए, माळा नं: -, इमारतीचे नाव: मानेक, ब्लॉक नं: एल.डी. रूपारेल मार्ग, रोड नं: नेपीयनसी रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:CTYPM3130J	लिहून घेणार वय :-26 स्वाक्षरी:- <i>Nidhi</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:21 / 02 / 2019 03 : 02 : 30 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:संदीप गढेवाल वय:35 पत्ता:41, एकता प्रसाद सोसायटी, लोअर परेल, मुंबई पिन कोड:400013		
2	नाव: प्राची सकपाळ वय:24 पत्ता:सीटी टॉवर 61 डी आर, ए.एस.राव रोड, परेल, मुंबई पिन कोड:400012		

शिक्का क्र.4 ची वेळ:21 / 02 / 2019 03 : 02 : 55 PM

शिक्का क्र.5 ची वेळ:21 / 02 / 2019 03 : 08 : 56 PM नोंदणी पुस्तक 1 मध्ये

दुय्यम निबंधक, मुंबई-1

EPayment Details.

sr.	Epagement Number	Defacement Number
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1299 / 2019

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प्र. सह दुय्यम निबंधक मुंबई शहर क्र. १.

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