

370/2903

पावती

Original/Duplicate

Saturday, February 10, 2024

नोंदणी क्र.: 39म

11:07 AM

Regn.: 39M

पावती क्र.: 3144 दिनांक: 10/02/2024

गावाचे नाव: कांजूर

दस्तऐवजाचा अनुक्रमांक: करल2-2903-2024

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: राहुल - भारद्वाज

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 4100.00

पृष्ठांची संख्या: 205

DELIVERED

एकूण:

रु. 34100.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:26 AM ह्या वेळेस मिळेल.

सह दु.निबंधक कुर्ला 2

बाजार मूल्य: रु.25279842.8/-

मोबदला रु.27962180/-

भरलेले मुद्रांक शुल्क: रु. 1677800/-

सह दुय्यम निबंधक कुर्ला -२
मुंबई उपनगर जिल्हा

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224107100105 दिनांक: 10/02/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224107700104 दिनांक: 10/02/2024

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0224106000417 दिनांक: 10/02/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015253330202324M दिनांक: 10/02/2024

बँकेचे नाव व पत्ता:


DELIVERED

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	2024021099	10 February 2024, 10:24:43 AM			
मूल्यांकनाचे वर्ष	2023				
जिल्हा	मुंबई (उपनगर)				
मूल्य विभाग	120-कांठूर - कुर्ला				
उप मूल्य विभाग	भूभाग: उत्तरेस गाव सीमा, पूर्वेस द्रुतगती महापार्क, दक्षिणेस गावाची सीमा व पश्चिमेस मध्य रेल्वे लाईन.				
सर्व्हे नंबर / व. भू. क्रमांक	सि.टी.एस. नंबर# 1009				
वार्षिक मूल्य दर नव्यानुसार मूल्यदर रु.					
खुनी जमीन	निवासी सरनिका	कार्यालय	दुकान	श्रीश्रावण	मानमापनाचे एकक - चौग्य मीटर
70480	161790	186060	202900	161790	
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	118.2 चौग्य मीटर	मिळकतीचा वापर -	विशेष करतक	मिळकतीचा प्रकार -	बांधीव
बांधकामाचे वर्गीकरण -	1-आर सी सी	मिळकतीचे बंध -	0 TO 2अ	बांधकामाचा दर -	Rs. 30250/-
उदयाहन सुविधा -	आहे	मजला -	31st floor And Above		
प्रकरणाचे क्षेत्र -	Above 2 hector	गट्टा संयुक्त -			
Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
(सूत्र) प्रकरणाचे क्षेत्रानुसार दर		= ((मिळकतीचा प्रति सी मीटर मूल्यदर) * 105 %)			
प्रकरणाचे क्षेत्रानुसार		निवासी सरनिका करत प्रती चौ. मीटर दर = Rs. 169879.5/-			
मजला निहाय घट/वाढ		= 120% apply to rate = Rs. 203856/-			
पसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= (((वार्षिक मूल्यदर - खल्या त्रिभुजाचा दर) * पसा-यानुसार टक्केवारी) + खल्या त्रिभुजाचा दर)			
		= (((203856 - 70480) * (100 / 100)) + 70480)			
		= Rs. 203856/-			
A) मुख्य मिळकतीचे मूल्य	= वर्गित प्रमाण मूल्य दर * मिळकतीचे क्षेत्र = 203856 * 118.2 = Rs. 24095779.2/-				
F) बांधकाम वाहन नसलेले क्षेत्र	27.88 चौग्य मीटर				
विद्यमान वाहन नसलेले मूल्य	= 27.88 * (169879.5 * 25/100) = Rs. 1184063.6/-				
Applicable Rules	= .5 अ. 10.4.16				
एकत्रित अंतिम मूल्य	= A + B + C + D + E + F + G + H + I + J = 24095779.2 + 0 + 0 + 0 + 1184063.6 + 0 + 0 + 0 + 0 + 0 = Rs. 25279842.8/-				

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 सह दुय्यम निबंधक कुर्ला-२
 मुंबई उपनगर जिल्हा



CHALLAN
MTR Form Number-6



GRN	MH015253330202324M	BARCODE		Date	07/02/2024-21:12:29	Form ID	25.2
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Department	Inspector General Of Registration	Payer Details					
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)					
Office Name	KRL2_JT SUB REGISTRAR KURLA NO 2	PAN No.(If Applicable)	ASAPB8237G				
Location	MUMBAI	Full Name	RAHUL BHARDWAJ				
Year	2023-2024 One Time	Flat/Block No.	FLAT NO F-3904 39th FLOOR TOWER F				
		Premises/Building	SUNFLOWER RUNWAL BLISS				

Account Head Details	Amount In Rs.	Road/Street	Area/Locality	Town/City/District	PIN	Remarks (If Any)
0030045501 Stamp Duty	1677800.00	KANJURMARG E	MUMBAI		4 0 0 0 4 2	PAN2=AADCE7724P--SecondPartyName=EVIE REAL ESTATE PVT LTD-CA=27962180
0030063301 Registration Fee	30000.00					
Total	17,07,800.00	Amount In	Seventeen Lakh Seven Thousand Eight Hundred Rupees			
		Words	Only			



Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	00040572024020800920	CPADMTTDP8
Cheque/DD No.		Bank Date	RBI Date	07/02/2024-21:12:34	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		

Department ID :

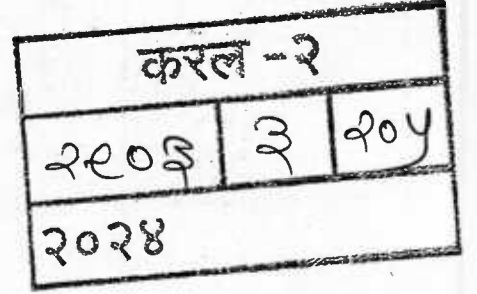
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 9619820359

सदर चलान केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

Handwritten signature: Rajes

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 10th day of FEBRUARY 2024

BETWEEN

EVIE REAL ESTATE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Runwal & Omkar Esquare, 4th Floor, Opp. Sion Chunabhatti Signal, off Eastern Express Highway, Sion (E), Mumbai- 400 022 (through its duly authorized signatory Mr/Ms. Abhishek Kumar Jain authorized under Board Resolution/POA dated 27/01/2023), hereinafter referred to as the **Promoter**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

RAHUL BHARDWAJ & VIJAYETA SHARMA, having his/her/their address **STREET NO.1, VIJAY NAGAR, BATALA ROAD, AMRITSAR-143001, PUNJAB**, hereinafter referred to as "**the Allottee**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (i) in case of an individual his/her/their heirs, executors, administrators and permitted assigns; (ii) in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; (iii) in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member thereof; and (iv) 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 (v) in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

A. Pursuant to (a) an Indenture of Conveyance and Assignment dated 17th October, 2014, registered with the office of the Sub-Registrar of Assurances under serial no. 9377 of 2014 as rectified by a Deed of Rectification dated 13th October, 2016, registered with the office of the Sub-Registrar of Assurances under serial no. 10449 of 2016, both executed between Crompton Greaves Limited ("CG") and the Promoter, (b) an



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of the Sub Registrar of Assurances under Serial No. 10450 of 2016, both executed between CG and the Promoter, and (c) an Indenture of Lease dated 21st October 2015 ("the said Lease") executed between The Tata Power Company Limited and the Promoter, registered with the office of the sub-registrar of assurances under serial no. 9624 of 2015, and subject to the terms and conditions mentioned therein, (d) an Indenture of Conveyance and Assignment dated 29th December, 2021, registered with the office of the Sub-Registrar of Assurances under serial no. 23802 of 2021 executed between CG and the Promoter, the Promoter became entitled to and seized and possessed of those pieces or parcels of land bearing CTS Nos. 676, 1004(part), 1005(part), 1006, 1007(part), 1007/1(part), 1007/2(part), 1007/3(part), 1007/4(part), 1008(part), 1008/1, 1009(part), 1009/1 to 5(part), 1009/6, 1010(part), 1011(part), 1013(part), 1014(part), 1014/1 to 1014/6, 1017, 1017/1 to 1017/6, 1018 and 1018/1 to 1018/9 and measuring in aggregate 1,45,330.06 square meters ("the Property") Village Kanjur Marg, Taluka Mulund, District Mumbai Suburban situated at Kanjur Marg (E), Plot No. - 400042.



- B. From and out of the Property, a portion admeasuring 22,079 square meters bearing CTS Nos. 1009/6, 1013 (part), 1014 (part), 1014/1 to 1014/6, 1017, 1017/1 to 1017/6, 1018 and 1018/1 to 1018/9 was conveyed by the Promoter in favour of Susneh Infrapark Private Limited by and under a Deed of Conveyance cum Assignment dated 6th January 2021, registered with the office of sub registrar of assurances at Kurla under registration no. KRL-1/2535/2021.
- C. Pursuant to the above, the Promoter is now seized and possessed of all those pieces and parcels of land admeasuring 1,23,251.06 sq. meters out of the said Property (hereinafter referred to as "the Larger Land"). The Larger Land is more particularly described in the **First Schedule** hereunder written and is delineated with a black colour boundary line on the plan annexed hereto and marked as **Annexure "A"**. High Tension electricity/ transmission lines pass through a portion of the Larger Land as indicated on the plan annexed hereto and marked as **Annexure "A"**.
- D. There are no litigations pending with respect to the Larger Land and the encumbrances affecting the Larger Land are set out in **Annexure "B"** hereto.
- E. By virtue of the aforesaid, the Promoter is entitled to construct buildings on the Larger Land and is undertaking the development of the Larger Land in a phase-wise manner.
- F. The Promoter is now developing a residential building known as "Runwal Bliss Wing F" on a portion of the Larger Land admeasuring 551.50 square meters (Plinth area) ("the said Land") (the said Land is more particularly described in the **Second**

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and marked as **Annexure "A"**) as a phase of the Whole Project (as defined below) and proposed as a "Real Estate Project" by the Promoter and has been registered as a 'Real Estate Project' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of real estate agents, rates of interest and disclosures website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued a Certificate of Registration bearing No. **P51800032824** dated 2nd February 2023 ("**RERA Certificate**") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "C"** hereto.



- G. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Land. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- H. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, is briefly stated below:
- (i) The name of the Real Estate Project shall at all times be '**Runwal Bliss - Wing F**' (in common along with such other phases of the Whole Project as the Promoter may deem fit). The Real Estate Project consists of single building/Wing having up to 52 slabs of super structures with 50 habitable floors.
 - (ii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the **Third Schedule** hereunder written.
 - (iii) Total FSI of 28,000 square meters has been proposed and the same shall get consumed/utilized as per the approvals/sanctions from time to time, in construction and development of the Real Estate Project.
 - (iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the **Fourth Schedule** hereunder written ("**Real Estate Project Amenities**").
 - (v) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the **Fifth Schedule** hereunder written ("**Whole Project Amenities**") which may be used by the Allottee after the proposed

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and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.

- (vii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, towers etc.
- (viii) The process of formation of the Society, and conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in this agreement.



- (ix) A copy of the Intimation of Disapproval bearing No. CE/1392/BPES/AS dated 20th November 2015 and Commencement Certificate bearing reference no. CHE/ES/1699/S/337(NEW)/FCC7/Amend dated 12th June 2023 issued by the Municipal Corporation of Greater Mumbai, are also attached at **Annexure "D"** hereto.
- (x) The above details along with the annexes to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- I. The principal and material aspects of the development of the Larger Land/Property ("Whole Project") as disclosed by the Promoter are briefly stated below-
- The area of the Larger Land/Property to be developed in a phase-wise manner is 1,45,330.06 square meters.
 - The total FSI to be consumed in the Whole Project is 5,17,371.36 square meters (including sanctioned/ consumed and proposed FSI).
 - Subject to the receipt of approvals/ sanctions from the Municipal Corporation of Greater Mumbai ("MCGM") and / or other competent authority(ies), the Promoter further proposes to construct one or more new wings in addition to the Real Estate Project on a portion of the Larger Land/Property by consuming additional FSI. ("Proposed Wings").
 - The Allottee has perused a copy of the Proposed Layout Plan ("Proposed Layout") which specifies the location of the future proposed development to be built on the Larger Land/Property. The Proposed Location is washed in pink colour

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- (v) As per the terms and conditions of the approvals granted by MCGM in respect of the Larger Land/Property, the Promoter is required to handover amenity space admeasuring 17,747.82 sq. meters (i.e. 11,585.57 sq. meters + 6,162.25 sq. meters) to MCGM which will be used by MCGM as per its requirements.
- (vi) The segregating distance of proposed development/buildings is deficient, and the Promoter has/shall be paid the requisite fees for the open space deficiency in accordance with DCPR 2034.
- (vii) The Whole Project Amenities that may be usable by the Allottees are detailed in the Fifth Schedule hereunder written.
- (viii) The Promoter shall be entitled to designate any spaces/areas in the Proposed Wings of the Whole Project (including on the terrace and basement levels of each tower comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (ix) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land/Property will be as set out in the Proposed Layout, as amended from time to time.
- (x) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
- (xi) The Promoter shall be entitled to confer title of a particular tower/wing to such Other Societies (*defined hereinafter*).
- (xii) The details of formation of the Apex Body, and conferment of title upon the Apex Body with respect to the Larger Land/Property and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land/Property are more particularly specified in formation of the Apex Body clause below.
- (xiii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land/Property to the concerned authorities or



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if any, to MCGM or any other statutory authority and/or after developing public amenities, only would be available for transferring to the Apex Body. A list of the amenities and reservations affecting the Larger Land/Property is set out in the Proposed Layout.

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

(xv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land/Property, as provided under the Proviso to Rule 4(4) of the RERA Rules, as amended from time to time.

(xvi) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land/Property (defined below), in full or in part, as may be required by the applicable law from time to time.

(xvii) The Promoter will be entitled to develop the Larger Land/Property itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.

(xviii) The Promoter would be entitled to give rights of way/ access/ easementary rights on the Larger Land/Property for the development of adjoining lands of the Promoter and the same shall not be interrupted or interfered in any manner whatsoever.

(xix) The name of the Whole Project shall at all times be "Runwal City Center".

The above details and further aspects of the proposed future and further development of the Larger Land/Property, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> ("Proposed Future and Further Development of the Larger Land/Property").

J. The Allottee/s is/are desirous of purchasing a residential premises / flat bearing No. **F-3904** on the **39th** floor of the Real Estate Project (hereinafter referred to as the "**said Premises**").

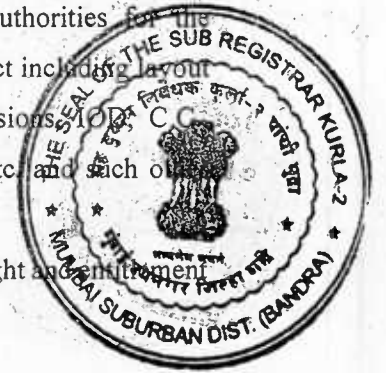
K. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

L. The Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

M. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the

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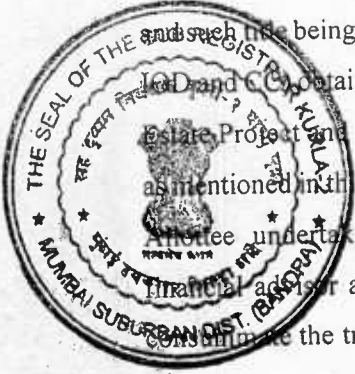
- N. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Sunil Ambre & Associates and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -
- (i) All approvals and sanctions issued by the Competent Authorities for the development of the Real Estate Project and the Whole Project including layout plans, building plans, floor plans, change of user permissions, 100% Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC etc. and such other documents as required under Section 11 of RERA;
 - (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land.
 - (iii) All the documents mentioned in the recitals hereinabove;
 - (iv) Title Report of Advocate Vaibhav Gosawi dated 17 January 2021 ("Title Certificate"), certifying the right/entitlement of the Promoter, a copy whereof is annexed hereto and marked as **Annexure "F"**; and
 - (v) The certified true copies of the Property Register Card for the Larger Land/Property, which are annexed hereto and marked as **Annexure "G"**.
- O. An authenticated copy of the plan of the Premises, is annexed and marked as **Annexure "H"** hereto.
- P. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- Q. Further, (i) the requisite approvals and sanctions, for development of the Real Estate Project from the competent authorities are obtained and are being obtained and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.
- R. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.



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moved out of the current location and is accordingly proposed to be constructed on any other portion of the said Larger Land subject to the prevailing rules and regulations.

- T. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and C.C.) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable laws and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to complete the transaction.



- U. The carpet area of the said Premises as defined under the provisions of RERA, is 1135.19 square feet equivalent to 105.46 sq. meters plus 0 square meters deck area and 1.96 square meters of utility area, if any.
- V. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter this Agreement on the terms and conditions appearing hereinafter.
- W. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of **Rs. 27962180/- (Rupees Two Crores Seventy Nine Lakhs Sixty Two Thousand One Hundred Eighty Only)** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of **Rs.1318214/- (Rupees Thirteen Lakhs Eighteen Thousand Two Hundred Fourteen Only)**, being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge).
- X. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

- Y. In accordance with and subject to the terms and conditions set out in this Agreement,

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acquire, the Premises and the parking as set out herein below.

Z. The list of Annexures attached to this Agreement are stated hereinbelow,-

Annexure "A"	(Plan demarcating (i) the Larger Land in black colour boundary line, and (ii) the said Land washed in Purple colour
Annexure "B"	Details of Encumbrances
Annexure "C"	RERA Certificate
Annexure "D"	IOD and CC
Annexure "E"	Proposed Layout
Annexure "F"	Title Certificate issued by Advocate
Annexure "G"	Certified true copies of Property Registered Cards
Annexure "H"	Floor Plan of the said premises
Annexure "I"	Payment schedule



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

1. The above recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project known as "Runwal Bliss - Wing F", consisting of such floors as set out in the Third Schedule hereunder written in accordance with the plans, designs and specifications as referred hereinabove, and as approved by MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Fourth Schedule hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. **Purchase of the Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the

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meters utility area, if any, as per RERA on the 39th floor of the Real Estate Project (the said Premises are more particularly described in the **Sixth Schedule** and are shown in the floor plan annexed and marked **Annexure "G"** hereto) at and for the consideration of **Rs.27962180/- (Rupees Two Crores Seventy Nine Lakhs Sixty Two Thousand One Hundred Eighty Only)**

(ii) The Promoter shall provide to the Allottee absolutely free of any consideration.



Cost, Charge and/or fee, permission to park **2 (TWO)** car/s in the car parking space in the basement/podium/stilt being constructed in the layout of the Larger Land. The location and number of the car parking space shall be identified at the time of handing over possession of the said Premises.

(iii) The total aggregate consideration amount for the said Premises is **Rs. (Rupees Two Crores Seventy Nine Lakhs Sixty Two Thousand One Hundred Eighty Only)** ("the Sale Consideration"). It is expressly

agreed between the Parties that for the purpose of this Agreement, 10% (ten percent) of the Sale Consideration is earnest money and is referred to herein as the "Earnest Money".

(iv) The Allottee has paid before execution of this Agreement, a sum of **Rs.1318214/- (Rupees Thirteen Lakhs Eighteen Thousand Two Hundred Fourteen Only)** as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of **Rs.26643966/- (Rupees Two Crores Sixty Six Lakhs Forty Three Thousand Nine Hundred Sixty Six Only)** in the manner and payment instalments more particularly set out in **Annexure "I"** hereto. The Allottee/s hereby agree/s and accepts that in the event the Promoter completes any milestone/s that is/are prior or subsequent to any other construction milestones as mentioned in the payment schedule annexed hereto at Annexure "I", then the Promoter shall be entitled to raise demand for payment towards such completed milestone/s along with the architect's certificate certifying the completeness thereof, and the Allottee/s undertake/s to make payment of the same.

(v) The Allottee agrees to pay the Sale Consideration in instalments as set out in **Annexure "I"** hereto, along with applicable taxes, within 7 (seven) days from the date of written demand made by the Promoter, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of instalment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of

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Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.

- (vi) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No. 57500000762070 maintained with HDFC Bank, Sion Branch with IFSC Code HDFC0000163 ("the said Account"). It is clarified that in accordance with RERA and the RERA Rules, 70% of the Sale Consideration shall be transferred in the Bank Account No. 57500000762083 maintained with HDFC Bank, Sion Branch with IFSC Code HDFC0000163 ("the RERA Account"). It is further clarified between the parties that, if more than 4.7% Sale Consideration has already been received by the Promoter, then as the case may be, the Balance Consideration shall be paid by the Allottee in the said account.
- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee/s agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation



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It is agreed between the parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been entered into between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.



- (x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Tower/Wing is complete and the Occupation Certificate is granted by MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee over and above the defined limit of 3%, then the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this clause, shall be made at the same rate per square meter as agreed herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the consideration of the said Premises as well as other charges and amounts as demanded by the Promoter.

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

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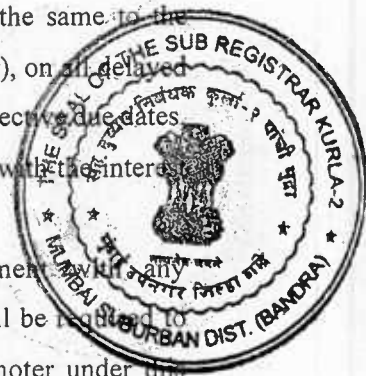
(xii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. If the Allottee fails to make payment of any amounts in terms of this Agreement within the time as specified herein, then the Promoter shall be entitled to recover, and the Allottee shall be liable pay the same to the Promoter with interest at the Interest Rate (defined hereinafter), on all delayed payments, for the period of delay viz. computed from their respective due dates till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(xiii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this clause and the clause below (which will not absolve Allottee of its responsibilities under this Agreement).

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

4. 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 MCGM or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises, as may be applicable.

5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Fourth Schedule hereunder written. Similarly,



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The Promoter has notified and the Allottee is aware that the Whole Project common areas, facilities and amenities to be provided in the Whole Project are being developed in a phase- wise manner and that the same will be completed on or before completion of the Whole Project subject to Force Majeure events. It is further clarified that all the amenities and facilities comprised therein may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately. Similarly, it is further clarified that all of the Real Estate Project Amenities comprised in the Real Estate Project may not be ready at the time of the Promoter offering possession of the said Premises to the Allottee and may not be available for use and enjoyment immediately.



The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in recital H above and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **FSI, TDR and development potential with respect to the Proposed Future and Further Development of the Larger Land/Property/Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land/Property (by utilization of the full development potential) and develop the same in a phase-wise manner and undertake multiple real estate projects therein as depicted in the layout plans, proformas and specifications at Annexure "A" and Annexure "E" hereto constituting the Proposed Layout and the proposed potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is further agreed between the parties that any unutilized/balance FSI of the said Real Estate Project shall be transferred/utilized in another phase/cluster/wings/buildings of the proposed Real Estate Project of the Larger Land/Property.

8. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the Premises to the Allottee on or before **31st Dec 2026**, along with an extension of 12 months ("**Possession Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- (a) War, civil commotion or act of God;

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competent authority/court.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in sub clause (i) above), then the Allottee shall be entitled to either of the following options: -

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee.

(b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 15 (fifteen) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Allottee shall execute and register a Deed of Cancellation in the format as provided by the Promoter and upon registering the same, the Promoter shall refund to the Allottee, by a postdated cheque dated 30 (thirty) days from the date of execution of the Deed of Cancellation, the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

(iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above and shall be deemed to be continuing in the Project



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- Subject to the right of the Promoter to terminate this Agreement, if the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing 3 (three) defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the Earnest Money being 10% of the Sale Consideration and all other outgoings and expenses incurred by the Promoter including interest on any overdue payments, brokerage/referral fees, taxes paid/payable and administrative charges as determined by the Promoter ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. The Promoter shall refund the balance amount of the Sale Consideration, after deduction of the Forfeiture Amount (as applicable) either within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation in respect of the said Premises or upon resale of the said Premises in favour of another allottee, whichever is later. Upon the termination of this Agreement,



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and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper. It is agreed that in the event the Allottee fails to execute and register a Deed of Cancellation in respect of the said Premises as mentioned above, the Allottee hereby consents to the Promoter being entitled to retain the Forfeiture Amount and the Allottee shall not claim to be entitled to any right, title or interest over the said Premises or to claim any interest on the amount to be refunded, if any and that the agreement shall be deemed to be cancelled and terminated even in case the allottee fails to execute and register the Deed of Cancellation in respect thereof.

- (vi) It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of amount paid earlier on the sale of the said Premises in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee.



9. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the **Fourth Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the **Fifth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Seventh Schedule** hereunder written.

10. **Procedure for taking possession:**

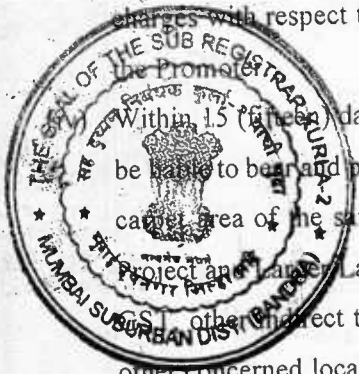
- (i) Upon obtainment of the Occupancy Certificate from MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupancy Certificate in respect of the Said Premises, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days

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by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. On the expiry of the 15 (fifteen) days from the date of the Possession Notice, it shall be deemed that the Allottee has taken possession of the said Premises and the Allottee shall alone be responsible / liable in respect of any loss or damage that may be caused to the Premises after this date. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above in this clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by



Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and/or Larger Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land/Property. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional CAM charges as stated hereinbelow. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

11. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower/Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by

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allottees in the Real Estate Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Real Estate Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences, and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Real Estate Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items the Allottee shall deal with the concerned dealer/equipment installer/manufacture directly and the Promoter shall not be liable for the same. It is further acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s, Society, and/or Apex Body, as the case may be at its costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

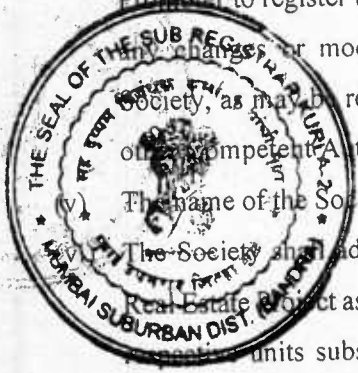


12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.
13. **Formation of the Society and Other Societies:**
 - (i) The Promoter may form separate societies for each building forming part of the said Project to be constructed on the said Land.
 - (ii) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authority to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
 - (iii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under

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premises in the Real Estate Project alone shall be joined as members ("the Society"). It is clarified that a separate society may be formed for the allottees of retail/commercial premises in the Real Estate Project.

(iv) For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any change or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent Authority.



(v) The name of the Society shall be solely decided by the Promoter.

The Society shall admit all allottees / purchasers of flats and premises in the Real Estate Project as members irrespective of such purchasers purchasing their units subsequent to the formation and registration of the Society, upon the Promoter calling upon the Society to admit such purchasers as its members, without charging any fee, transfer fee, premium or any other amount of any nature whatsoever, from such purchasers.

(vii) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non- occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1,000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.

(viii) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the Larger Land/Property having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co- operative housing society to comprise solely of the allottees of units/premises in that particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the

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other real estate projects comprised in the Larger Land/Property shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

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



14. **Conveyance to the Society and Other Societies:**

- (i) Within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the Real Estate Project, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees of all units/premises in the Real Estate Project, whichever is later or latest, or as may be prescribed by the applicable laws, the Real Estate Project with the common areas, facilities and amenities described in the Fourth Schedule hereunder written shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall not be conveyed to the Society and the same shall be conveyed to the Apex Body as and when the same is formed ("Society Conveyance"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective buildings.
- (iii) The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Real Estate Project arises from the Larger Land/Property and the Allottee shall not raise any claim or demand in respect thereof.

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- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.



(i) **Conveyance of the Larger Land to the Apex Body:**

- (i) Within a period of 3 (three) months of registration of the Apex Body, and subject to the receipt of the entire sale consideration and other amounts due and payable by all the allottees in the Whole Project, whichever is later, the Promoter shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the Larger Land/Property and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body ("Apex Body Conveyance"). It is clarified that the portion of the Larger Land/Property remaining balance after handing over the stipulated percentage if any, to MCGM or any other statutory, local or public bodies or authorities and/or after developing public amenities, only will be transferred and conveyed to the Apex Body.
- (ii) The Allottee for himself and as prospective member of the Society acknowledges that the FSI and development potential of the Real Estate Project arises from the Larger Land/Property and the Allottee shall not raise any claim or demand in respect thereof.
- (iii) The Allottee and/or the Society and/or Other Societies and/or the Apex Body shall not raise any objection or dispute if the area of the Whole Project shall be at variance with or may be less than the area contemplated and referred to herein, including by virtue of any reservations and/or the reservations being handed over and transferred to government authorities or acquired by them during the course of development of the Whole Project or for any other reason of the like nature.

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Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land/Property including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

17. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 10 above, deposit the following amounts with the Promoter:
- (i) **Rs.1151/-** for share money, application entrance fee of the Society and Apex Body;
 - (ii) **Rs.2500/-** for formation and registration of the Society and Apex Body;
 - (iii) **Rs.0/-** for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body;
 - (iv) **Rs.197000/-** towards corpus fund;
 - (v) **Rs.169281/-** towards provisional BCAM Charges (for a period of 24 months)
 - (vi) **Rs.169281/-** towards provisional FCAM Charges (for a period of 24 months)
 - (vii) **Rs.10297/-** for deposit towards water, electricity, and other utility and services connection charges;
 - (viii) **Rs.28913/-** for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land; and
 - (ix) **Rs.0/-** being one-time membership fee with respect to the club house forming part of the Whole Project as disclosed in the Proposed Layout and as mentioned hereinabove.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a separate account in respect of sums/amounts received from the Allottee as advances or deposits, above amounts and also towards the share capital for the formation of the Society, applicable Taxes including GST etc. or towards the other out goings, legal charges and shall utilize the amounts/deposits only for the purposes for which the same have been received. It is clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee in the bank account which will be intimated by the Promoter to the Allottee. It is clarified that in the event the Allottee fails to pay the aforesaid sums as and when called upon, then without prejudice to the rights and remedies available to the Promoter, the Promoter shall be entitled to charge interest at the Interest Rate on the outstanding sums and not be obligated to offer/



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(a) The Allottee shall pay the Promoter a sum of **Rs. 20000/- (Rupees Twenty Thousand Only)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye- laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.

(b) The Allottee shall, in addition to the amount specified hereinabove, pay to the Promoter a further sum of **Rs.75000/- (Rupees Seventy Five Thousand only)** being interest free refundable security deposit for carrying out fit-out works in the said Premises which shall be refunded (without any interest) to the Allottee upon completion of the fit-out work and subject to compliance of all conditions as may be specified by the Promoter, and provided that the Allottee has not caused any damage to the structure of the building and has not carried out any unauthorized work, while carrying out such fit-out work. In the event, the Allottee shall have carried the fit-out or any other interior work in the said Premises in breach of any of the conditions specified herein, the Promoter shall be entitled to forfeit the said interest free refundable security deposit.



19. Certain facilities such as club house and swimming pool shall have usage charges in addition to the said membership fees, and the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon.

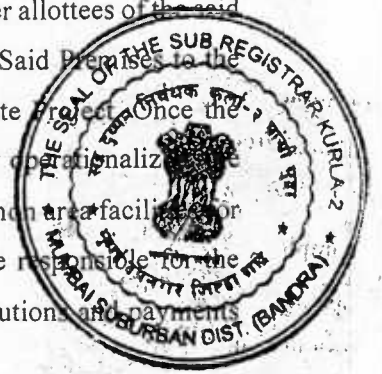
20. **Common Area Maintenance Charges:**

(i) The costs related to the upkeep and maintenance of the Real Estate Project and the Larger Land/Property shall be jointly borne and paid by the relevant premises allottees / purchasers to the Promoter proportionate to the carpet area of each premises and are payable as the Building Common Area Maintenance Charges ("BCAM Charges") and Federation Common Area Maintenance Charges ("FCAM Charges") as set out hereinbelow. BCAM Charges and FCAM Charges are hereinafter collectively referred to as "CAM Charges".

(ii) Simultaneously with handover of possession of the said Premises, the Allottee shall pay in advance an estimated sum of **Rs. 169281/- (Rupees One Lakh Sixty Nine Thousand Two Hundred Eighty One Only)** (plus the applicable GST thereon) per month towards his proportionate share of BCAM Charges in respect of the said Premises for a collective period of **24 (Twenty Four)** months from the date of receipt of Occupancy Certificate for the Said Premises till the Society is formed and duly operationalized. The BCAM Charges are collected towards amenities and facilities provided within the said Real Estate Project. In the event, if Part Occupancy Certificate for the said Premises is issued by the MCGM prior

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be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate. Once the above sum collected by the Promoter gets exhausted, the Allottee will regularly pay to the Promoter without any protest or demur, BCAM Charges (as per demand raised by the Promoter) till the Society is formed. BCAM Charges shall be borne and paid by the Allottee in common with other allottees of the said Real Estate Project in proportion to the carpet area of the Said Premises to the total carpet area of all the premises of the said Real Estate Project. Once the Society for the said Real Estate Project is formed and duly operationalized, the Society will take over and maintain the amenities and common area facilities for the said Real Estate Project and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as may be decided by the Society from time to time.



- (iii) Simultaneously with handover of possession of the said Premises, the Allottee shall be liable to pay in advance an estimated sum of **Rs. 169281/- (Rupees One Lakh Sixty Nine Thousand Two Hundred Eighty One Only)** (plus the applicable GST thereon) per month towards his proportionate share of FCAM Charges in respect of the said Premises for a collective period of **24 (Twenty Four)** months from the date of receipt of Occupancy Certificate for the said Premises till the Apex Body is formed and duly operationalized. The FCAM Charges are collected towards common area amenities and facilities of the Whole Project. In the event, if Part Occupancy Certificate for the said Premises is issued by the MCGM prior to issue of Full Occupancy Certificate, then such share of FCAM Charges shall be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate. Once the above sum collected by the Promoter gets exhausted, the Allottee will regularly pay to the Promoter without any protest or demur, FCAM Charges (as per demand raised by the Promoter) till the Apex Body is formed. The FCAM Charges shall be borne and paid by the Allottee in common with other allottees of the Whole Project in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the Whole Project. Once the Apex Body is formed and duly operationalized, the Apex Body will take over and maintain the common areas amenities and facilities of the Whole Project and the Promoter shall not be responsible for the same and the Allottee will have to make necessary contributions and payments as decided by the Apex Body from time to time.

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have been collected by the Promoter, the Promoter will be entitled to increase and collect the CAM Charges as it deems fit. The Allottee hereby accords its consent to pay such increased CAM Charges to the Promoter without any demur or protest, as and when demanded by it. The Allottee hereby also unconditionally authorizes the Promoter/Management Company/ Apex Body, as the case may be, to collect these amounts from the Allottee which shall be adjusted at the time of settling of accounts between the Society/ Apex Body and the Promoter.

21. The Promoter has informed the Allottee that there may be common access road, streetlights, common recreation space, passages, electricity and telephone cables, waterlines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land/Property which shall be maintained and paid for in the manner set out hereinabove. Neither the Allottee nor any of the allottees / purchasers of the units/premises in the Real Estate Project shall object to the Promoter laying down or under or over the Larger Land/Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land/Property.



22. In addition to the above charges and other outgoings, levies payable by the Allottee under this Agreement, the Allottee shall be liable to bear and pay his/her share of property tax as and when demanded by Promoter and/or MCGM, as the case may be. The property tax shall be effective from the date of issue of Occupancy Certificate for the said building. In the event, if Part Occupancy Certificate for the said Building is issued by MCGM prior to issuance of Full Occupancy Certificate, then such share of property tax shall be payable by the Allottee from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate.

23. **Loan and Mortgage:**

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring

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repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/finance institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.



24. Representations and Warranties of the Promoter:

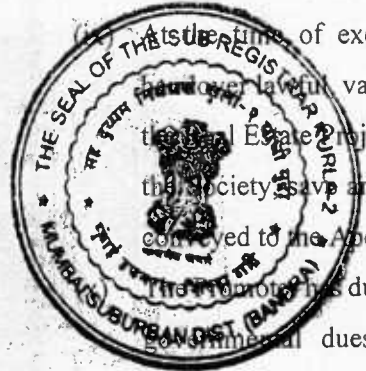
The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- (i) The Promoter has clear title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Larger Land for the implementation of the Whole Project, subject to the terms and conditions of the Indentures mentioned above, the litigations referred to above, and the mortgages referred to in the Title Certificates and as updated by the Promoter from time to time on the website of the Authority as required under the RERA and the RERA Rules.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee.
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable

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the Allottee created herein, may prejudicially be affected.

- (ii) 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 said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement.



At the time of execution of the Society Conveyance, the Promoter shall hand over to the Allottee vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Fourth Schedule hereunder written to the Society and except the basements, podium and stilts which shall be conveyed to the Apex Body as and when the same is formed.

The Promoter has duly paid and shall continue to pay and discharge undisputed commercial dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society.

- (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 Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

25. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the Larger Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.

26. The Promoter shall be entitled to designate any spaces/areas on the Larger Land/Property or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the allottees / purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub- stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require and may be utilized in common including by allottees/ purchaser/s of units/premises in the Real Estate Project/ on the Larger Land as the case may be. The Promoter and its

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workmen/agents/contractors/employees and any third-party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Land/Property.

27. The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Larger Land till the time of the Apex Body Conveyance as stated at Clause 16 above. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

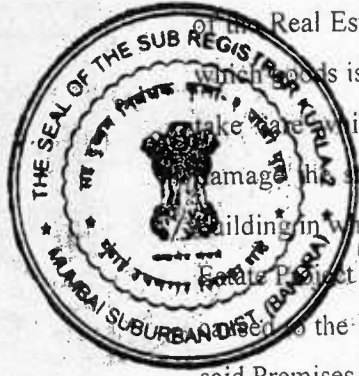
28. The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./T.D.R. or any other rights of the Larger Land/Property to any third party to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the Larger Land/Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Whole Project (both inherent and further/future) as stated at recital I above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith.

29. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the Larger Land/Property, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

30. The Allottee, with intention to bring all persons into whosoever hands the Premises



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- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (v) The Allottee will not insist on the Promoter sub-dividing any portion of the Larger Land/Property.
- (vi) Not to do or permit to be done any act or thing which may render void or

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and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land/Property and/or the Real Estate Project in which the said Premises is situated.
- (viii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, the share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connected to the Real Estate Project in which the said Premises is situated.
- (ix) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (x) Not to change the user of the said Premises without the prior written permission of the Promoter and Society.
- (xi) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- (xii) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body 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 Real Estate Project and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.



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making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and in good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.



The Allottee agrees not to do or omit to do or cause to be done by any party known to him in any act, deed or thing or behave inappropriately or correspond communicate in a manner that would in any manner affect or prejudice or defame the Building / Project or the Promoter or its representatives. In the event that the Allottee does or omits to do any such act, deed or any such thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Allottee Termination Notice.

- (xv) All terms, conditions, covenants, stipulations and provisions contained in any undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the Larger Land/Property and its development shall be binding upon the Allottee/s and Society including the Apex Body as may be formed of the allottees / purchaser/s of flat/ premises.
- (xvi) The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or Promoter Larger Land, as the case may be, which the Promoter will upload from time to time.
- (xvii) Till the entire development of the Larger Land/Property is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un- allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Larger Land/Property and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (xviii) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the municipal or any other

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cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land/Property.

(xix) It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises, upon the offering for possession.

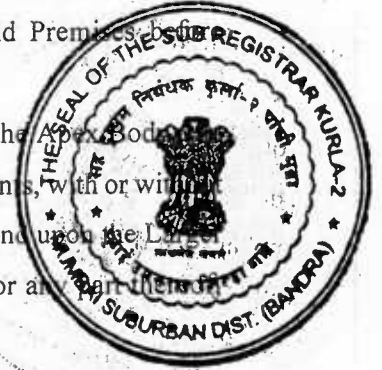
(xx) Till the Apex Body Conveyance is executed in favour of the Apex Body, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land/Property, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xxi) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

(xxii) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air-conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.

(xxiii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.

(xxiv) The allottee has expressly agreed to take prior written consent from the Promoter or the society as the case may be, before carrying out any changes/alteration/modification in the Said Premises or part thereof. If the allottee has carried out such changes/alteration/modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.



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(vi) The Allottee agrees and covenants that the Whole Project Amenities and any other areas as may be designated by the Promoter at its sole discretion including common open areas, common landscapes and driveways etc. in/on the Whole Project/Larger Land/Property shall be an integral part of the layout of the development of the Whole Project and the Larger Land/Property including the neighboring buildings/towers on the Larger Land/Property and neither the Allottee nor any person or entity on the Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.



The Allottee agrees and covenants that the entry and exit points and access to the Whole Project and the Larger Land/Property shall be common to all allottees users and occupants in the Whole Project including all buildings, towers and structures thereon. The Allottee agrees and covenants to not demand any separate independent access and/or entry/exit point exclusively for himself/herselves and/or any other allottees, users and/or occupants in the Project, the Whole Project and/or any part thereof.

(xxviii) The wet and dry garbage generated in and from the said Premises shall be separated by the Allottee and the wet garbage generated in and from the Project shall be treated separately by the Society and/or jointly by all the allottees/purchasers/occupants of the respective premises in the Project, in accordance with the rules and regulations as may be specified by MCGM from time to time.

(xxix) In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

(xxx) The Allottee shall not demand or claim any partition or division of the Allottee's ultimate interest in the Project and/or Whole Project and/or the Project Common Areas and Amenities and/or the Whole Project Common Areas and Amenities, or any part thereof. The Allottee expressly agrees, understands and confirms that his interest therein will be impartible, and will be held only through the Society formed by the Promoter in respect of the Project, of which he shall be admitted a prospective member.

(xxxi) The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the full development potential of the Whole Project (both inherent and further/future) as stated at recital

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substitute and rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith.

(xxxii) The Allottee confirms and acknowledges that the plans, layout plans, approvals etc. of the Project are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of the Allottee in respect thereof, and are also not the subject matter of this Agreement. So far as the Allottee's right of allotment and sale of the said Premises strictly upon and subject to the conditions and provisions herein. The Allottee/s shall also not have any claim, save and except, in respect of the said Premises hereby agreed to be allotted and sold.



(xxxiii) The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

(xxxiv) The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Project whether or not the same is caused by any Force Majeure Events, or otherwise howsoever.

The Allottee hereby agrees and undertakes that the covenants mentioned hereinabove are covenants running with the said Premises and shall be applicable to subsequent transferee/s of the said Premises. The Allottee further agrees and undertakes that breach of any of the covenants as set out in this Agreement shall entitle the Promoter to terminate this Agreement with immediate effect, even after the Allottee has taken possession of the said Premises. This right of termination of the Promoter mentioned herein shall be in addition to other remedies available to the Promoter. On such termination, the Allottee hereby unconditionally agrees to handover vacant and peaceful possession of the said Premises to the Promoter and on receiving such possession, the Promoter shall refund the sale consideration to the Allottee after forfeiting the Earnest Money.

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promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land/Property and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.



33. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out above, which will be subject to the no-objection received from the mortgagees therein.

34. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexes along with the payments due as stipulated in the Payment Plan at above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the sub-registrar of assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled with applicable forfeiture.

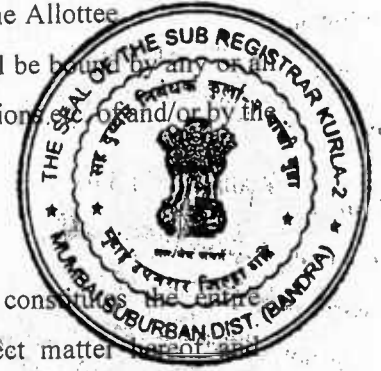
35. **Nominee:**

- (i) The Allottee hereby nominates RAVIJ BHARDWAJ ("said Nominee") through their nominee in 100% Ratio each respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the

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liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee

- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions and/or by the Nominee.



36. Entire Agreement:

This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter and it supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

37. Right to Amend:

This Agreement may only be amended through written consent of the Parties.

38. Provisions of this Agreement applicable to Allottee/subsequent allottees:

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 allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

39. Severability:

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

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said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project or the Whole Project, as the case may be.

41. **Further Assurances:**

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



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

43. **Place of Execution:**

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

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

45. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

FOR ALLOTTEE:

Name of the Allottee & Address

RAHUL BHARDWAJ

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VIJAYETA SHARMA
1-D, STREET NO.1, VIJAY NAGAR,
BATALA ROAD, AMRITSAR-143001, PUNJAB

Notified Email ID: bhardwaj.ravij@gmail.com/vijsha37@gmail.com

FOR PROMOTER:

Evie Real Estate Private Limited
Runwal & Omkar Esquare, 4th
Floor, Opp Sion Chunabhatti
Signal, off Eastern Express
Highway, Sion (E), Mumbai-
400022

Notified Email ID: customer.care@runwalgroup.in



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

46. Joint Allottees:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

47. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

48. Dispute Resolution:

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

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laws of India as applicable in Mumbai city, and the courts of law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

50. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:-

Party	PAN
Evie Real Estate Private Limited	AADCE7724P
RAHUL BHARDWAJ	ASAPB8237G
SHAYETA SHARMA	BGRPS5451F



Interpretation of this Agreement:

- (1) Any reference to any statute or statutory provision shall include:-
- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
- (a) An individual, firm, partnership, trust, joint venture, company,

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organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

- (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Larger Land)

All those pieces or parcels of land bearing CTS Nos. 676, 1004(part), 1005(part), 1006, 1007(part), 1007/1(part), 1007/2(part), 1007/3(part), 1007/4(part), 1008/1, 1009(part), 1009/1 to 6(part), 1010(part), 1011(part), 1013(part), 1014/1 to 1014/6(part), 1017(part), 1017/1 to 6(part), 1018(part) and 1018/1, admeasuring in aggregate 1,23,251.06 square meters of Village Kanjur, Taluka Mulund District Mumbai Suburban situated at Kanjur Marg (E), Mumbai - 400042* and bounded by:

On or towards North: Dattar Colony/ Municipal Road

On or towards South: Land belonging to Susneh Infrapark Pvt. Ltd.

On or towards East: Dattar Colony/ Municipal Road

On or towards West: Land belonging to Railways and proposed DP Road



THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said Land)

All those pieces and parcels of land admeasuring 551.50 sq. mtrs (Plinth area) forming part of the larger land as mentioned in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Details of the number of proposed floors/units etc. in the Real Estate Project)

<u>Tower</u>	<u>Total No. of Proposed Flats</u>	<u>No of proposed floors</u>
"SUNFLOWER" Wing "F"	277	52 Nos. of slabs of super structures (50 Habitable floors)
Grand Total	277	

THE FOURTH SCHEDULE ABOVE REFERRED TO:

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Rainwater harvesting		

- High speed lift
- Multiple level stack parking
- Video Door Phone
- Intercom facility from lobby to apartment
- CCTV surveillance
- 2 staircases for emergency exit

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Details of the common area facilities in the Whole Project)



INTERNAL AMENITIES:

- Entrance lobby at drop off level
- Landscaped Garden
- Kids play area
- Central garden
- Skating rink
- Cycling track
- Senior citizen corner
- Amphitheatre
- Tennis court
- Club House -
 - Swimming pool with Kids pool
 - Wi-fi enable clubhouse
 - Mini theatre
 - Indoor games - chess, carrom, table tennis
 - Fully equipped gym
 - Party Hall
 - Art & Music room
 - Library
 - Yoga Pavilion
 - Multipurpose Hall
 - Squash court

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Description of the Flat/Premises)

Residential Flat/ Unit being No. **F-3904** on **39th** floor admeasuring **1135.19** sq. ft. carpet area (equivalent to **105.46** sq. mtrs) plus deck area **0** square mtrs. and **1.96** square meters

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utility area, if any, together with right to use 2 car parking constructed or to be constructed on the Larger property as described in the First Schedule hereunder.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Details of the internal fittings and fixtures in the said Premises)

INTERNAL AMENITIES

3 BHK

- Anodized aluminum windows
- Laminated flush door for all internal doors
- Solid Flush Door shutter both side laminate finish for main door
- High end Vitrified tiles flooring in living, dining & all bedrooms
- Acrylic /Plastic paint with gypsum finish walls
- Glass railing in balcony
- ACs in 2 bedrooms and living area

BATHROOM

- Provision for exhaust fan
- Bathroom dado up to door height
- Anti-skid tiles in bathrooms
- Branded CP fittings and sanitary ware – Kohler/Jaquar or equivalent

KITCHEN

- Provision for exhaust fan
- Provision for water purifier
- Vitrified flooring
- Polished granite kitchen platforms with stainless steel sink - single bowl
- Branded CP fittings
- Kitchen dada tiles 2 feet above kitchen platform



Wazir

Asif

[Signature]

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai (Maharashtra) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED)

By the within named PROMOTER)

Evie Real Estate Private Limited)

By hand of its Director/)

Authorized Signatory)

Abhishek Kumar Jain)

in the presence of)

1. [Signature])

2. [Signature])



[Signature]
Director/Authorised Signatory.



SIGNED AND DELIVERED)

By the within named ALLOTTEE/S)

RAHUL BHARDWAJ)

[Signature]



VIJAYETA SHARMA)

[Signature]



in the presence of)

1. [Signature])

2. [Signature])



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RECEIPT

RECEIVED of and from the Flat/Unit)
Allottee/s /s above named the sum of)
Rs.1318214/- (Rupees Thirteen Lakhs
Eighteen Thousand Two Hundred Fourteen
Only)
as advance payment or deposit paid by)
the Allottee/s to the Promoter)

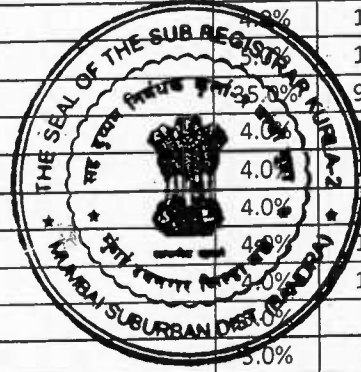


We say received
FOR EVIE REAL ESTATE
PRIVATE LIMITED

Director/Authorized Signatory

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Annexure "H"		
Payment Schedule		
Particulars	%	Amount
BOOKING AMOUNT	1.0%	279622
BALANCE WITHIN 15 DAYS POST BOOKING	4.0%	1118487
BALANCE WITHIN 30 DAYS POST BOOKING	5.0%	1398109
BALANCE WITHIN 45 DAYS POST BOOKING	35.0%	9786763
ON INITIATION OF 1st FLOOR	4.0%	1118487
ON INITIATION OF 5th FLOOR	4.0%	1118487
ON INITIATION OF 10th FLOOR	4.0%	1118487
ON INITIATION OF 15th FLOOR	4.0%	1118487
ON INITIATION OF 20th FLOOR	4.0%	1118487
ON INITIATION OF 25th FLOOR	4.0%	838865
ON INITIATION OF 30th FLOOR	5.0%	838865
ON INITIATION OF 35th FLOOR	3.0%	838865
ON INITIATION OF 40th FLOOR	3.0%	838865
ON COMPLETION OF TOP FLOOR	3.0%	838865
ON COMPLETION OF BLOCKWORK OF THE UNIT	5.0%	1398109
COMPLETION OF THE INTERNAL PLASTER, FLOORING & TILING OF THE UNIT	5.0%	1398109
COMPLETION OF THE EXTERNAL PLUMBING, ELECTRICAL FITTINGS, LIFT, DOORS & WINDOWS UPTO THE FLOOR LEVEL OF THE APARTMENT	5.0%	1398109
ON RECEIPT OF OC	5%	1398109
Total	100%	27962180



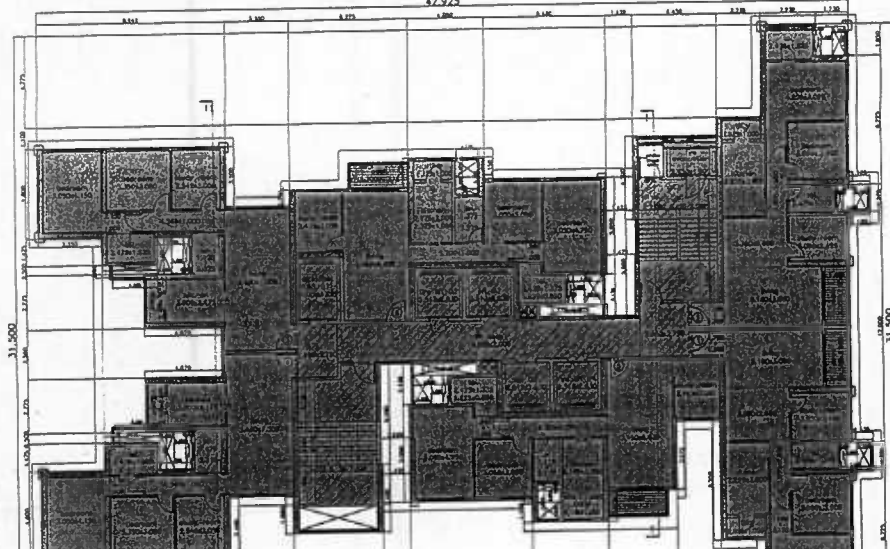
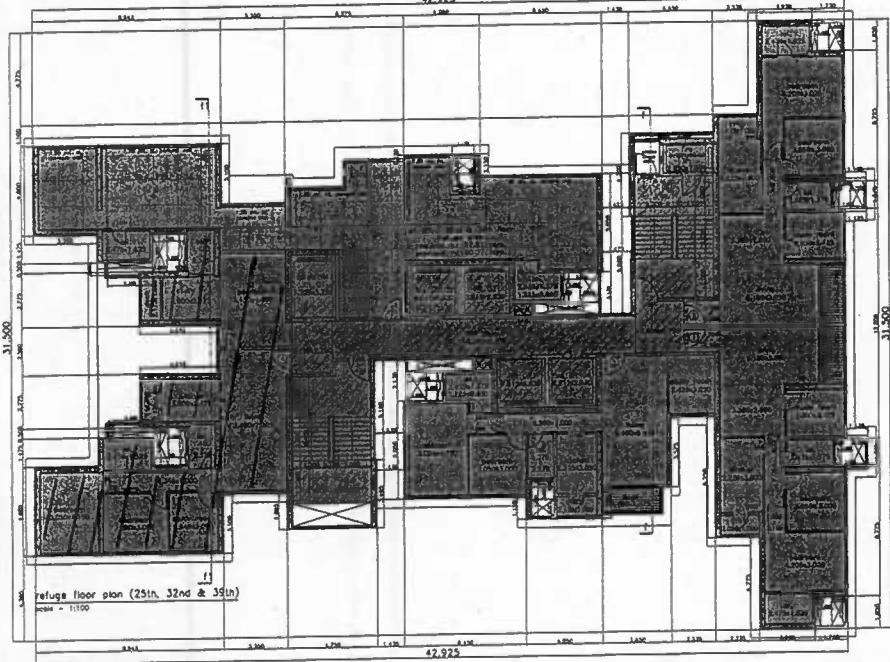
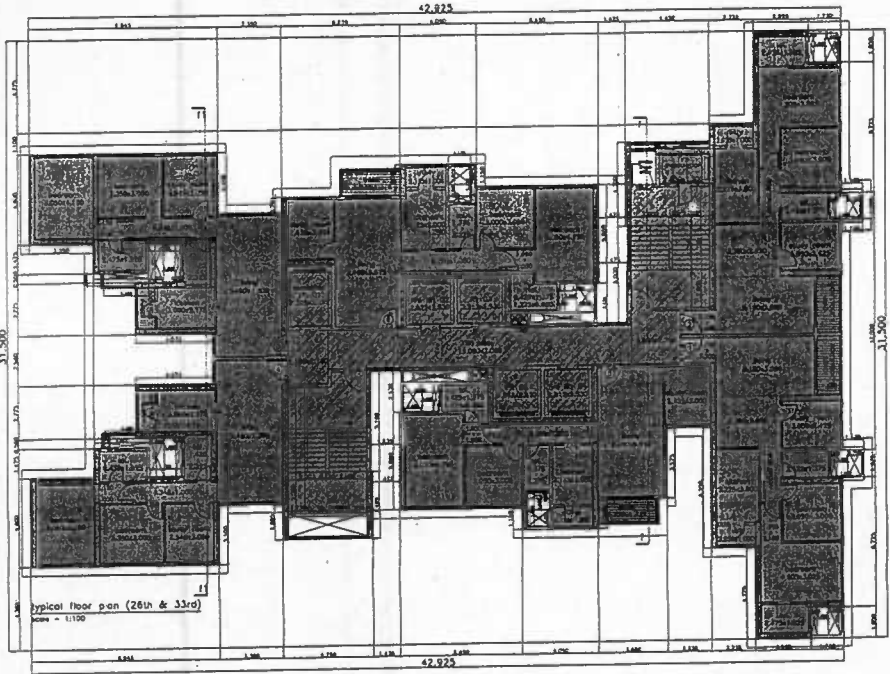
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Yyages
AR

wing - F

PROFORMA - B

CONTENTS OF SHEET

FLOOR PLANS

STAMP OF DATE OF RECEIPT OF PLANS

This certificate Appoints to the previous plan sanctioned u/no. CHE/ES/1899/P/337(NOV)/337/15/Amend dated 14.01.2022

Approved subject to conditions mentioned the office no. CHE/ES/1899/P/337(NOV)/337/15/Amend

SUHAS VASANT NEMANE

Executive Engineer Bldg. Prop.(E/S)-8

Stamp of Department of Public Works, Mumbai

S.E.(B.P.)567/E A.E.(B.P.)561

STAMP OF APPROVAL OF PLANS

DESCRIPTION OF PROPOSAL & PROPERTY

PROPOSED RESIDENTIAL BLDG NO. 1 COMPRISING OF WINGS A, B, C, D, E & F ON PROPERTY BEARING C.T.E. NO. 1004/1005/1006/1007/1008/1009/30PT/30PT/30PT/4, 1009/PT/1009/3 B & 1010/PT/1013/PT/1014/PT, 1014/1 TO & 1017/1019/1 TO & 1018/1018/1 TO 9 OF VILLAGE DAKAR, AT KANURWADI (E), MUMBAI.

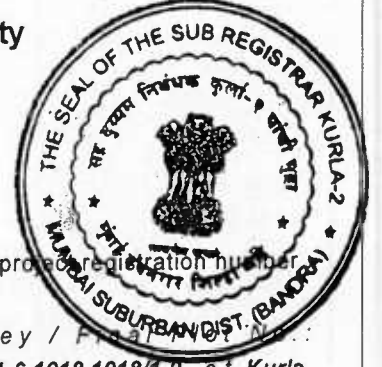
NAME OF OWNER

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Maharashtra Real Estate Regulatory Authority

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



This registration is granted under section 5 of the Act to the following project under project registration number
P51800032824

Project: Runwal Bliss - Wing F, Plot Bearing / CTS / Survey / FSI :
1004P,1005P,1007P,1007/3,1007/4,1009P,1009/5-6,1010P,1013P,1014P,1014/1-6,1017/1-6,1018,1018/1-9 at **Kurla,
Kurla, Mumbai Suburban, 400042;**

1. **Evie Real Estate Private Limited** having its registered office / principal place of business at Tehsil: **Kurla, District: Mumbai Suburban, Pin: 400022.**
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
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 **02/02/2022** and ending with **31/12/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 02-02-2022 11:22:16

Dated: 02/02/2022
Place: Mumbai

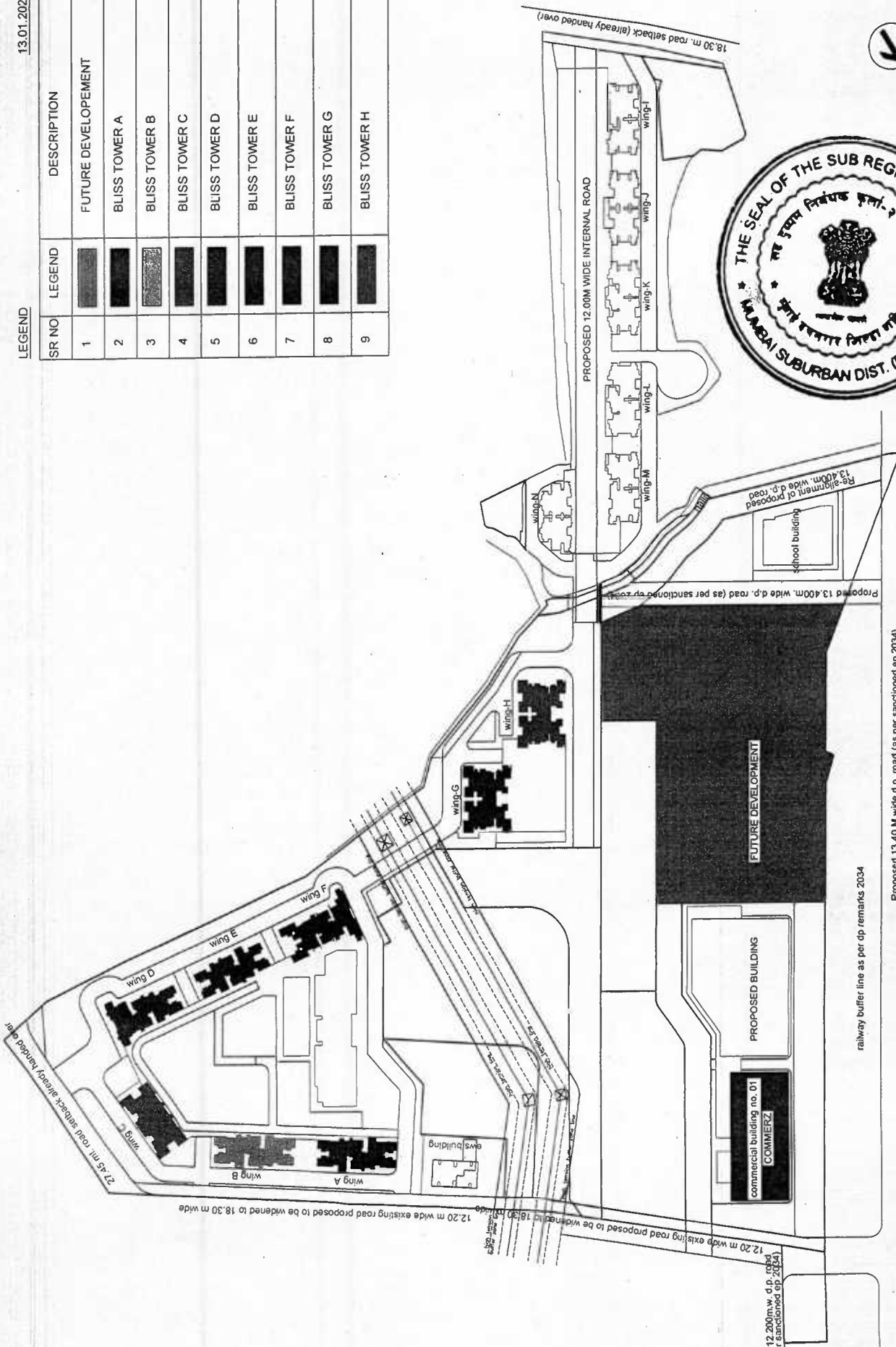
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

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13.01.2023

LEGEND

SR NO	LEGEND	DESCRIPTION
1	[Solid black box]	FUTURE DEVELOPEMENT
2	[Solid black box]	BLISS TOWER A
3	[Solid black box]	BLISS TOWER B
4	[Solid black box]	BLISS TOWER C
5	[Solid black box]	BLISS TOWER D
6	[Solid black box]	BLISS TOWER E
7	[Solid black box]	BLISS TOWER F
8	[Solid black box]	BLISS TOWER G
9	[Solid black box]	BLISS TOWER H



PROPOSED LAYOUT PLAN

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EVIE REAL ESTATE PRIVATE LIMITED

TO WHOMSOEVER IT MAY CONCERN

Details of Encumbrance on Project- Runwal Bliss Wing -B

Sr. No.	Lender	Borrower/ Mortgagee	Mortgagee	Date of Indenture of Mortgage/ Trust Deed	Registration Number and Date	Particulars																				
1	Housing Development Finance Corporation Limited	Evie Real Estate Private Limited	Housing Development Finance Corporation Limited	28-02-2022 & 31-03-2022	Unilateral Indenture of Mortgage under serial no. KRL4-4128-2022 dated 28-02-2022 & KRL4-7106-2022 dated 31-03-2022	<p>Exclusive mortgage charge over all the right title, interest, benefits, claims, demands and entitlements whatsoever of the land and ground/Borrower over the leased land and ground bearing CTS Nos. and area more particularly set out in the TABLE hereto; and</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>CTS No.</th> <th>Phase I</th> </tr> </thead> <tbody> <tr><td>1004</td><td>1159.20</td></tr> <tr><td>1006</td><td>387.90</td></tr> <tr><td>1009</td><td>22929.25</td></tr> <tr><td>1005</td><td>2297.52</td></tr> <tr><td>1005/1</td><td>746.30</td></tr> <tr><td>1007/3</td><td>3205.62</td></tr> <tr><td>1007</td><td>NA</td></tr> <tr><td>1010</td><td>NA</td></tr> <tr><td></td><td>30725.79</td></tr> </tbody> </table> <p>Phase I Property = 28913.64 square meters 30725.79 - 1812.15 (area surrendered towards road set back as reflected in the latest advance possession receipt dated March 18, 2021 bearing no. Dy.Ch.E/BP/8181/ES)</p> <p>Andhra Valley Land Parcels = Leasehold land parcels admeasuring in aggregate 4280 square meters comprised in CTS Nos.1005 (Part), 1007/3 (Part) and 1009 (Part) situated at Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjurmarg (E), Mumbai-400042</p>	CTS No.	Phase I	1004	1159.20	1006	387.90	1009	22929.25	1005	2297.52	1005/1	746.30	1007/3	3205.62	1007	NA	1010	NA		30725.79
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For Evie Real Estate Pvt. Ltd

(Signature)
(Authorized Signatory)
Date: 13.04.2022



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EVIE REAL ESTATE PRIVATE LIMITED

TO WHOMSOEVER IT MAY CONCERN

Details of Encumbrance on Project- Runwal Bliss Wing -A



Sr. No.	Lender	Borrower/ Mortgagee	Mortgagee	Date of Indenture of Mortgage/ Trust Deed	Registration Number and Date	Description																				
1	Housing Development Finance Corporation Limited	Evie Real Estate Private Limited	Housing Development Finance Corporation Limited	28-02-2022 & 31-03-2022	Unilateral Indenture of Mortgage under serial no. KRL4-4128-2022 dated 28-02-2022 & KRL4-7106-2022 dated 31-03-2022	<p>Exclusive mortgage / charge over all the rights, title, interest, benefits, claims, demands and entitlements whatsoever of the Mortgagee / Borrower over the leasehold land or ground bearing CTS Nos. and area more particularly set out in the TABLE hereto; and</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>CTS No.</th> <th>Phase I</th> </tr> </thead> <tbody> <tr><td>1004</td><td>1159.20</td></tr> <tr><td>1006</td><td>387.90</td></tr> <tr><td>1009</td><td>22929.25</td></tr> <tr><td>1005</td><td>2297.52</td></tr> <tr><td>1005/1</td><td>746.30</td></tr> <tr><td>1007/3</td><td>3205.62</td></tr> <tr><td>1007</td><td>NA</td></tr> <tr><td>1010</td><td>NA</td></tr> <tr><td></td><td>30725.79</td></tr> </tbody> </table> <p>Phase I Property = 28913.64 square meters 30725.79 – 1812.15 (area surrendered towards road set back as reflected in the latest advance possession receipt dated March 18, 2021 bearing no. Dy.Ch.E/BP/8181/ES)</p> <p>Andhra Valley Land Parcels. = Leasehold land parcels admeasuring in aggregate 4280 square meters comprised in CTS Nos.1005 (Part), 1007/3 (Part) and 1009 (Part) situated at Village Kunjur, Taluka Mulund, District Mumbai Suburban situated at Kanjurmarg (E), Mumbai-400042</p>	CTS No.	Phase I	1004	1159.20	1006	387.90	1009	22929.25	1005	2297.52	1005/1	746.30	1007/3	3205.62	1007	NA	1010	NA		30725.79
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For Evie Real Estate Pvt. Ltd

Shoychondhary
(Authorized Signatory)
Date: 13.04.2022



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EVIE REAL ESTATE PRIVATE LIMITED

TO WHOMSOEVER IT MAY CONCERN

Details of Encumbrance on Project- Runwal Bliss Wing -B



Sr. No.	Lender	Borrower/ Mortgagor	Mortgagee	Date of Indenture of Mortgage/ Trust Deed	Registration Number and Date																					
1	Housing Development Finance Corporation Limited	Evie Real Estate Private Limited	Housing Development Finance Corporation Limited	28-02-2022 & 31-03-2022	Unilateral Indenture of Mortgage under serial no. KRL4-4128-2022 dated 28-02-2022 & KRL4-7106-2022 dated 31-03-2022	<p>Exclusive mortgage / charge over all the right, title, interest, benefits, claims, demands and entitlements whatsoever of the Mortgagor/ Borrower over the leasehold land or ground bearing CTS Nos. and area more particularly set out in the TABLE hereto; and</p> <table border="1"> <thead> <tr> <th>CTS No.</th> <th>Phase I</th> </tr> </thead> <tbody> <tr> <td>1004</td> <td>1159.20</td> </tr> <tr> <td>1006</td> <td>387.90</td> </tr> <tr> <td>1009</td> <td>22929.25</td> </tr> <tr> <td>1005</td> <td>2297.52</td> </tr> <tr> <td>1005/1</td> <td>746.30</td> </tr> <tr> <td>1007/3</td> <td>3205.62</td> </tr> <tr> <td>1007</td> <td>NA</td> </tr> <tr> <td>1010</td> <td>NA</td> </tr> <tr> <td></td> <td>30725.79</td> </tr> </tbody> </table> <p>Phase I Property = 28913.64 square meters 30725.79 - 1812.15 (area surrendered towards road set back as reflected in the latest advance possession receipt dated March 18, 2021 bearing no. Dy.Ch.E/BP/8181/ES)</p> <p>Andhra Valley Land Parcels = Leasehold land parcels admeasuring in aggregate 4280 square meters comprised in CTS Nos.1005 (Part), 1007/3 (Part) and 1009 (Part) situated at Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjurmarg (E), Mumbai-400042</p>	CTS No.	Phase I	1004	1159.20	1006	387.90	1009	22929.25	1005	2297.52	1005/1	746.30	1007/3	3205.62	1007	NA	1010	NA		30725.79
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For Evie Real Estate Pvt. Ltd

(Signature)
 (Authorized Signatory)
 Date: 13.04.2022



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EVIE REAL ESTATE PRIVATE LIMITED

TO WHOMSOEVER IT MAY CONCERN

Details of Encumbrance on Project- Runwal Bliss Wing -C



Sr. No.	Lender	Borrower/ Mortgagee	Mortgagee	Date of Indenture of Mortgage/ Trust Deed	Registration Number and Date	Particulars																				
1	Housing Development Finance Corporation Limited	Evie Real Estate Private Limited	Housing Development Finance Corporation Limited	28-02-2022 & 31-03-2022	Unilateral Indenture of Mortgage under serial no. KRL4-4128-2022 dated 28-02-2022 & KRL4-7106-2022 dated 31-03-2022	<p>Exclusive mortgage title, interest, benefits & entitlements whatsoever of the Mortgagee/Borrower over the leasehold land or ground bearing CTS Nos. and area more particularly set out in the TABLE hereto; and</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>CTS No.</th> <th>Phase I</th> </tr> </thead> <tbody> <tr><td>1004</td><td>1159.20</td></tr> <tr><td>1006</td><td>387.90</td></tr> <tr><td>1009</td><td>22929.25</td></tr> <tr><td>1005</td><td>2297.52</td></tr> <tr><td>1005/1</td><td>746.30</td></tr> <tr><td>1007/3</td><td>3205.62</td></tr> <tr><td>1007</td><td>NA</td></tr> <tr><td>1010</td><td>NA</td></tr> <tr><td></td><td>30725.79</td></tr> </tbody> </table> <p>Phase I Property = 28913.64 square meters 30725.79 – 1812.15 (area surrendered towards road set back as reflected in the latest advance possession receipt dated March 18, 2021 bearing no. Dy.Ch.E/BP/8181/ES)</p> <p>Andhra Valley Land Parcels = Leasehold land parcels admeasuring in aggregate 4780 square meters comprised in CTS Nos.1005 (Part), 1007/3 (Part) and 1009 (Part) situated at Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjurmarg (E), Mumbai-400042</p>	CTS No.	Phase I	1004	1159.20	1006	387.90	1009	22929.25	1005	2297.52	1005/1	746.30	1007/3	3205.62	1007	NA	1010	NA		30725.79
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For Evie Real Estate Pvt. Ltd

(Signature)
Date: 13.04.2022



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EVIE REAL ESTATE PRIVATE LIMITED

TO WHOMSOEVER IT MAY CONCERN

Details of Encumbrance on Project- Runwal Bliss Wing -D



Sr. No.	Lender	Borrower/ Mortgagee	Mortgagee	Date of Indenture of Mortgage/ Trust Deed	Registration Number and Date	Particulars																				
1	Housing Development Finance Corporation Limited	Evie Real Estate Private Limited	Housing Development Finance Corporation Limited	28-02-2022 31-03-2022	Unilateral indenture of Mortgage under serial no. KRL4-4128-2022 dated 28-02-2022 & KRL4-7106-2022 dated 31-03-2022	<p>Exclusive mortgage charge over all the right title, interest, benefit, demands, entitlements whatsoever of the Borrower over the leasehold land and ground bearing CTS Nos. and area more particularly set out in the TABLE hereto; and</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>CTS No.</th> <th>Phase I</th> </tr> </thead> <tbody> <tr><td>1004</td><td>1159.20</td></tr> <tr><td>1006</td><td>387.90</td></tr> <tr><td>1009</td><td>22929.25</td></tr> <tr><td>1005</td><td>2297.52</td></tr> <tr><td>1005/1</td><td>746.30</td></tr> <tr><td>1007/3</td><td>3205.62</td></tr> <tr><td>1007</td><td>NA</td></tr> <tr><td>1010</td><td>NA</td></tr> <tr><td></td><td>30725.79</td></tr> </tbody> </table> <p>Phase I Property = 28913.64 square meters 30725.79 – 1812.15 (area surrendered towards road set back as reflected in the latest advance possession receipt dated March 18, 2021 bearing no. Dy.Ch.E/BP/8181/ES)</p> <p>Andhra Valley Land Parcels = Leasehold land parcels admeasuring in aggregate 4280 square meters comprised in CTS Nos.1005 (Part), 1007/3 (Part) and 1009 (Part) situated at Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjurmarg (E), Mumbai-400042</p>	CTS No.	Phase I	1004	1159.20	1006	387.90	1009	22929.25	1005	2297.52	1005/1	746.30	1007/3	3205.62	1007	NA	1010	NA		30725.79
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For Evie Real Estate Pvt. Ltd

(Signature)
 (Authorized Signatory)
 Date: 13.04.2022



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EVIE REAL ESTATE PRIVATE LIMITED

TO WHOMSOEVER IT MAY CONCERN

Details of Encumbrance on Project- Runwal Bliss Wing -E



Sr. No.	Lender	Borrower/ Mortgagor	Mortgagee	Date of Indenture of Mortgage/ Trust Deed	Registration Number and Date																					
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For Evie Real Estate Pvt. Ltd

Shoykhondhu
(Authorized Signatory)
Date: 13.04.2022



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C. 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1699/S/337(NEW)/FCC/6/Amend

COMMENCEMENT CERTIFICATE



To,
Shri. S. S. Runwal Director of Evie Real Estate Pvt.
Ltd. CA to Owner
4th floor, Opp. Sion Chunabhathi Signal, Sion (E)

Sir,

With reference to your application No. CHE/ES/1699/S/337(NEW)/FCC/6/Amend Dated. 26 Dec 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 26 Dec 2018 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building development work of on plot No. NA C.T.S. No. 1004, 1005 (pt), 1005/1, 1006, 1007/3 (pt) and 1009 \$676,1004,1005(pt),1005/1,1006,1007(pt),1007/3(pt),1007/4,1009(pt),1009/5&1009/6,1010(pt),1013 (pt),1014(pt),1014/1to1014/6,1017,1017/1to 1017/6, 1018,1018/1 to 1018/9 Division / Village / Town Planning Scheme No. KANJUR-E situated at Kanjurmarg Road / Street in S. Ward 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, Executive Engineer (BP) ES II Executive Engineer to

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exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 8/2/2017

Issue On : 09 Feb 2016 Valid Upto : 08 Feb 2017

Application Number : CHE/ES/1699/S/337(NEW)CC/1/Old

Remark :

C.C. upto basement top for wing A to F (pt) only, as per phase program and as per IOD dated 20/11/2015.



Approved By

A. G. Tambewagh

Executive Engineer

Issue On : 20 Jun 2016 Valid Upto : 08 Feb 2017

Application Number : CHE/ES/1699/S/337(NEW)FCC/1/Old

Remark :

C.C. up to basement top for wing A to F, as per phase program and as per IOD dated 20/11/2015.

Approved By

A. G. Tambewagh

Executive Engineer

Issue On : 02 May 2017 Valid Upto : 08 Feb 2018

Application Number : CHE/ES/1699/S/337(NEW)FCC/1/Old

Remark :

Further C.C. i.e. up to stillt slab of wing A, B, C, D & E as per approved plan dt. 17-04-2017.

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

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Issue On : 22 Dec 2017 Valid Upto : 08 Feb 2018

Application Number : CHE/ES/1699/S/337(NEW)FCC/1/Old

Remark :

The C.C. upto still slab for wing A, B, C, D & E re-endorsed as per last approved amended plans dt. 07.12.2017.

Approved By

J. C. Siddhpura

Assistant Engineer (BP)



Issue On : 20 Jan 2018 Valid Upto : 08 Feb 2018

Application Number : CHE/ES/1699/S/337(NEW)FCC/1/Old

Remark :

Full C.C. for wing A & B, C.C. upto 14th floors for wing C & D and C.C. upto 13th floors for wing E as per approved amended plans dt 07.12.2017.

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On : 26 Apr 2018 Valid Upto : 08 Feb 2019

Application Number : CHE/ES/1699/S/337(NEW)FCC/1/Old

Remark :

The re-endorsement of C.C. for wing A, C.C. upto 13th floors for wing B, upto 7th floors for wing C, upto 15th floors for wing D and full C.C. for wing E, as per approved amended plans dt. 23.4.2018.

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On : 07 Jun 2018 Valid Upto : 08 Feb 2019

Application Number : CHE/ES/1699/S/337(NEW)FCC/1/Old

CHE/ES/1699/S/337(NEW)FCC/6/Amend

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Remark :

Re-endorsement of C.C. for wing A & E, further C.C. up to 22nd floors for wing B & wing C and up to 23rd floors for wing D as per approved amended plans dtd. 23.04.2018.

Approved By
J.C. Siddhpura
Assistant Engineer (BP)



Issue On : 08 Dec 2018 Valid Upto : 08 Feb 2019

Application Number : CHE/ES/1699/S/337(NEW)/FCC/1/Old

Remark :

further C.C. is approved for wing 'A' & 'B' up to 25th floor, Full C.C. i.e. up to 31st floors for wing 'D' & Full C.C. i.e. up to 30th floor for wing 'E' and re-endorsement C.C. up to 22nd floors for wing 'C' as per approved amended plans dtd: 12/11/2018.

Approved By
Jayesh Dusane
Assistant Engineer (BP)

Issue On : 20 Mar 2019 Valid Upto : 19 Mar 2020

Application Number : CHE/ES/1699/S/337(NEW)/FCC/1/Amend

Remark :

Further C.C. for wing 'A' & 'B' up to 30th floor, for wing C up to 23rd floor, for wing D up to 35th floor, for wing E up to 33rd floor as per approved amended plans dtd: 18-03-2019.

Approved By
Assistant Engineer S&T ward
Assistant Engineer (BP)

Issue On : 24 Oct 2019 Valid Upto : 23 Oct 2020

Application Number : CHE/ES/1699/S/337(NEW)/FCC/2/Amend

Remark :

Further C.C. granted for wing 'A' & 'B' up to 35th floor, for wing C up to 30th floor, for wing D up to 40th floor,

CHE/ES/1699/S/337(NEW)/FCC/6/Amend

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full CC for wing E i.e. upto 43rd floor as per approved amended plans dtd: 19-10-2019.

Approved By

Assistant Engineer S&T ward

Assistant Engineer (BP)



Issue On : 24 Sep 2020

Valid Upto : 23 Sep 2021

Application Number :

CHE/ES/1699/S/337(NEW)/FCC/3/Amend

Remark :

Further C.C. granted for wing 'A' & 'B' upto 40th floor, for Wing 'C' upto 38th floor & Wing 'D' upto 42nd floor & re-endorsement of Full C.C. for wing 'E' upto 43rd floor, as per approved amended plans dated 08/09/2020, as proposed.

Approved By

Assistant Engineer S&T ward

Assistant Engineer (BP)

Issue On : 11 Nov 2020

Valid Upto : 10 Nov 2021

Application Number :

CHE/ES/1699/S/337(NEW)/FCC/4/Amend

Remark :

Further C.C. granted for wing 'A' upto 45th floor, Wing 'B' upto 45th floor, Wing 'C' upto 41st floor & Wing 'D' upto 44th floor & Full C.C. is re-endorsed for wing 'E' i.e. upto 43rd floor, as per last approved amended plans dated 20.10.2020.

Approved By

Assistant Engineer S&T ward

Assistant Engineer (BP)

Issue On : 15 Jul 2021

Valid Upto : 14 Jul 2022

Application Number :

CHE/ES/1699/S/337(NEW)/FCC/5/Amend

Remark :

Further CC is extended for wing 'A' upto 50th floor, 'B' upto 50th floor, 'C' upto 50th floor, Wing 'D' upto 50th floor i.e. full CC for Wings 'A', 'B', 'C' & 'D' & full CC is re-endorsed for wing E i.e. upto 43rd floor as per approved amended plans dated 20.10.2020, with strict observance for all directives issued by Central/ State Govt/ MCGM time to time towards current situation of Covid-19 Corona epidemic, as proposed.

CHE/ES/1699/S/337(NEW)/FCC/6/Amend

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Approved By
Assistant Engineer S&T ward
Assistant Engineer (BP)

Issue On : 19 Jan 2022 Upto : 18 Jan 2023

Application Number : CHE/ES/1699/S/337(NEW)/FCC/6/Amend

Remark :

C.C. upto 5% for newly added area for portion excluding area affected by trees as per approved plan u/no CHE/ES/1699/S/337(NEW)/FCC/6/Amend dated 14.01.2022



✓
Name : Lotan Sukdeo Ahire
Designation : Executive Engineer
Organization : Personal
Date : 19-Jan-2022 20: 52:09

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

Executive Engineer, Building Proposal

Eastern Suburban Ward Ward

Cc to :

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

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



MUNICIPAL CORPORATION OF GREATER MUMBAI



Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, 1925 as amended up to date.

No. P-10680/2022/(1004 And Other)/S
Ward/KANJUR-E/10D/1/New

MEMORANDUM

Municipal Office,
Mumbai

To,

Shri. S.S. Runwal Director of Evie Real Estate Pvt Ltd

Runwal & Omkar Esquare, 4th Floor, Opp: Sion Chunnabhatti Signal, Sion (East), Mumbai-400022

With reference to your Notice 337 (New) , letter No. 3222 dated 6/6/2022 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed High Rise Commercial Building No. 01 on plot bearing CTS Nos. 1004, 1005, 1005/1, 1006, 1007 (pt), 1007/3 (pt), 1007/4, 1009 (pt), 1009/5 & 6, 1010 (pt), 1013 (pt), 1014 (pt), 1014/1 to 6, 1017, 1017/1 to 6, 1018, 1018/1 to 9 of Village Kanjur, Kanjurmarg (E), Mumbai. CTS/CS/FP No. 1004, 1009, 1006, 1007/3, 1010, 1011, 1007/2, 1009/1, 1008, 676, 1007, 1005 furnished to me under your letter, dated 6/6/2022. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally Intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.

- 1 That the commencement certificate under Sec.45/69(1)(a) of the M.R.& T.P.Act shall not be obtained before starting the proposed work.
- 2 That structural Engineer shall be appointed and supervision memo of as per appendix-IX of D.C. Regulation- 5(3) (9) shall be submitted by him.
- 3 The structural Design and calculations for the proposed work accounting for system analysis as relevant IS code along with Plan shall be submitted before C.C.
- 4 Janata Insurance Policy shall be submitted
- 5 That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 6 Bore well shall be constructed in consultation with H.E./MCGM
- 7 That the work shall be carried out between 6.00 a.m. to 10.00 p.m. as per circular u/no. CHE/DP/7749/GEN dt. 07.06.2016.

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- 8 Information Board shall be displayed showing details of proposed work, name of owner, developer, architect/ S. R. C. C. consultant etc.
- 9 That the E.O.D. as per Ease of Doing Business circular shall not be submitted before applying for C.C.
- 10 That the extra water & sewerage charges shall not be paid to the assistant engineer water works.
- 11 That the clearance certificate from assessment Department regarding up to date payment of Municipal taxes etc. shall not be submitted.
- 12 That the owner/owner shall not demolish the structure/building proposed to be demolished by following the guidelines proposed in the Indian Standard Code no. IS 4130:1991 amended up to date as per part of Demolition Building Code of Safety under the supervision of approved structural Engineer duly registered with MCGM.
- 13 That the NOC from S.W.M. department in view of order of Hon'ble Supreme Court of India in Dumping Ground case dated 15/03/2018 (SLP Civil NoD-23708 of 2017) shall not be submitted.
- 14 That the adequate & decent temporary sanitary accommodation shall not be provided for construction workers on before starting the work.
- 15 That the no dues pending certificate from A.E Water works "S" ward shall not be submitted.
- 16 That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
- 17 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.
- 18 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 19 That the Clearance of MOEF for additional construction shall not be submitted before granting CC for additional construction area, if proposed building is included in latest MoEF NOC obtained and That the recent draft MOEF & CC notification by Govt. of India u/no. CG-DL-E-28022022-233768 dated 25.02.2022, if attracts, shall not be complied.
- 20 That the revised layout in consonance with DCPR2034 shall not be submitted.
- 21 That the all T&C of I to R conditions dated 30.12.2021 shall be complied with before asking CC.
- 22 That the N.O.C. from Chief Eng (M&E) for artificial ventilation to the basements and offices having depth more than 12m shall not be obtained.
- 23 That the necessary permission from competent Authority shall not be insisted before closing/discontinuing the existing Covid Centre at site
- 24 That the widening of 12.20 mt existing road to 18.30 mt. abutting the Sub-Plot-C shall not be carried out at site before any development at building u/r.
- 25 That the revised CFO NOC shall not be submitted before granting C.C.
- 26 That the RUT shall not be submitted stating that triple height of entrance lobby (Ht. 12.60 mt.) will not be misused.

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- 27 That the cognizance of concession drawing & 4C submitted while obtaining concession approval shall not be taken while further amendment.
- 28 That the, if lift proposed to be opened at terrace level, same shall not be allowed by charging premium.
- 29 That the, proposed glazing shall not be strictly provided as per the provision DCPR2034 & CFO NOC

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the plinth/stilt height shall not be got checked by this office staff.
- 2 All the payments as intimated by various departments of MCGM shall not be paid.
- 3 That the amended Remarks of concerned authorities / empanelled consultants for a) S.W.D. b) Parking c) Roads d) Sewerage e) Water Works f) Fire Fighting Provision's g) Mechanical Ventilations h) Tree Authority i) Hydraulic Engineer j) PCO k) MMRDA/MHADA l) MHCC NOC m) Jail NOC n) CRZ NOC o) Railway NOC p) Highway NOC q) Tension Line r) NOC from Electric Supply Company s) Rainwater Harvesting.
- 4 That setback land free of compensation and free of any encumbrance shall not be handed over to and possession receipt shall not be submitted from Assistant Commissioner of the ward.
- 5 That in the event setback and/or reservation is handed over then at FCC, area equivalent to the area of Setback and/or reservation shall not be restricted till such area is handed over or as per circular issued from time to time.
- 6 That the Material testing report shall not be submitted.
- 7 That the yearly progress report of the work shall not be submitted by the Architect.
- 8 That Civil Aviation NOC shall not be submitted for the proposed height of building.
- 9 The plinth level shall be separated before applying for further C.C.
- 10 That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer/ Owner.
- 11 That the wall between part terrace/refuse area and habitable area shall not be constructed in RCC.
- 12 That the NOC of the Labor commissioner for the closure of the existing factory shall not be obtained before demolition.
- 13 That the Certificate regarding surrendering of Factory permit license from the Asst Commissioner "S" ward and certificate from MSEDCL regarding disconnection of power supply shall not be obtained before demolition.
- 14 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 shall be obtained from Ward Officer and the ownership of the setback land shall be transferred in the name of M.C.G.M.
- 15 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C./starting the work.

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16 the same to MCGM.

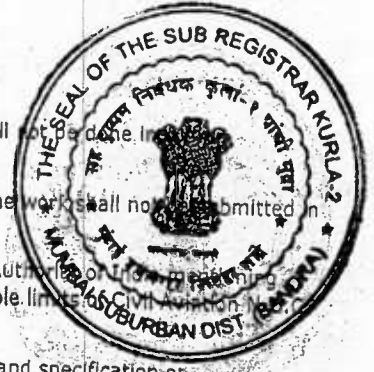
17 That the completion of nalla shall not be submitted as per SWD remarks dated 03.11.2021.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That the low lying plot will not be filled up to a reduced level of at least 27.55 M Town Hall Datum or 1.5 m above adjoining road level whichever is higher with murum, earth, boulders etc. and shall not be levelled, filled, consolidated and sloped towards road side.
- 2 That Agreement in consultation with legal department for handing over of tenement / built up common area shall not be executed and final copy of executed agreement shall not be submitted.
- 3 All amenity/ setback/ OP road etc. shall not be submitted in the name of MCGM.
- 4 All amenities shall not be physically handed over to any occupier till getting water connection for the plot.
- 5 That the condition mentioned in the Notification No.TPB-4312/CR- 45/2012(2)/UD-11 dt.08.11.2013 regarding inclusive housing shall not be complied with before occupation for the building under reference.
- 6 That the dust bin will not be provided.
- 7 That 3.00 mt. wide paved pathway up to staircase will not be provided.
- 8 That the open spaces as per approval, parking spaces and terrace will not be kept open.
- 9 That the construction of layout road or access roads/ development of setback land will not be done and the access and setback land will not be developed accordingly including providing street lights and S.W.D. only if additional FSI is being claimed.
- 10 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 11 That the betterment charges/ lucrative premium for town planning plots will not be paid in respective ward office and certificate/receipt will not be submitted before O.C./ BCC.
- 12 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 13 That terraces, sanitary blocks, nahanis in kitchen will not be made water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 14 That completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall not be submitted and quantum of rain water harvested from the RWH completed scheme on site shall be uploaded on RWH tab in online Auto DCR system.
- 15 That Structural Engineer's laminated final Stability Certificate along with up to date License copy and R.C.C. design canvas plan shall not be submitted.
- 16 That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H.Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected if applicable.

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- 17 That the construction of D.P. road and development of setback land will be done in providing street lights and S.W.D.
- 18 That Site Supervisor certificate for quality of work and completion of the works shall not be submitted in prescribed format.
- 19 That the top most elevation of the building will be certified by Airport Authority of India, Mumbai, that the Average Mean Sea Level of the Building is within the permissible limits. The same shall be submitted before O.C.C.
- 20 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization/Individuals specialized in this field, as per the list furnished by solid waste management dept. of MCGM shall not be provided to the satisfaction of Municipal Commissioner.
- 21 That final N.O. C. from concerned authorities / empanelled consultants for a)S.W.D. b)Parking c)Roads d)Sewerage e)Water Works f)CFO / Fire Fighting Provisions g)Mechanical Ventilation h)Tree authority i)Hydraulic Engineer j) rain water harvesting k) vermiculture bins remarks from AE(SWM) l) Carriage entrance completion certificate shall not be submitted before occupation.
- 22 That the Consent to operate STP from MPCB shall not be submitted before asking any part of occupation in the building.
- 23 That the separate PR card for subdivided plot shall not be submitted before asking OCC.
- 24 That the water connection shall not be obtained before giving physical occupation to occupier, after issue of occupation certificate to any part of building as per EODB.

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- () 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 are at liberty to proceed with the said building or work at anytime before the 29 August day of 2023 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act as in force. Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.



Executive Engineer, Building Proposals,
Zone, Wards.

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.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-
"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-
a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street
b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
c) Not less than 92 ft. (Town Hall) above Town Hall 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 grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 47 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

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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 there under.

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



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No. EB/CE/ /BS /A/



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 of payment of deposit should be obtained any shed to house and store for construction. 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 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 consumer' on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand, preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer 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

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avoid the excavation of the road an footpath. ...



- 12) All the terms and condition of the approved layout /sub-division under No. of should be complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the 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 submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any, should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the 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 be negotiations with the tenant, 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 areas in occupation of each.
 - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before

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Nd. P-10680/2022/(1004 And Other)/S
Ward/KANJUR-E/IOD/1/New

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 side should be done first 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.
The bottom of the overhead storage work above the finished level of the terrace shall not be less than 1.20 m and not more than 1.80 m.
- 24) The work should not be started above first floor level unless the No Objection Certificate from the Civil Engineer, Authority, where necessary is obtained.
- 26) It is recommended that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbit pretested with screw or dome shape pieces (like a garden marigold) with copper pipes with perforations each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible 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 as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.



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No. P-10680/2022/(1004 And Other)/S
Ward/KANJUR-E/IOD/1/New

Executive Engineer, Building Proposals
Zones wards.




P-10680/2022/(1004 And Other)/S Ward/KANJUR-E/IOD/1/New

- Copy To :-
1. SUN L GAJANAN AMBRE
303, MITTAL AVENUE, 110, N.M.ROAD, FORT.
 2. Asst. Commissioner S Ward.
 3. A.E.W.W. S Ward,
 4. Dy.A & C. Eastern Suburb
 5. Chief Officer, M.B.R. & R. Board S Ward.
 6. Designated Officer, Assll. Engg. (B. & F.) S Ward
 7. The Collector of Mumbai

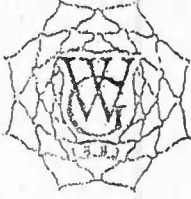


Digitally signed by Lata S. Kadam
Date: 30 Aug 2022 11:42:10
Organization: Maharashtra Municipal Corporation
Designation: Executive Engineer

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WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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

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

General e-mail: connect@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DDA/10076/ 9425/ 2015

29th October 2015

TITLE REPORT

To,

EVIE REAL ESTATE PRIVATE LIMITED
4th Floor, Opp. Sion Chunabhatti Signal
Off. Eastern Express Highway
Sion East
Mumbai 400 022

Attn. Mr. Subodh Runwal



Re: All these pieces and parcels of freehold and leasehold land bearing CTS Nos. 676, 1004, 1005, 1005/1, 1006, 1007, 1007/1-4, 1008, 1008/1, 1009, 1009/1-6, 1010, 1011, 1013(part), 1014(part), 1014/1-6, 1017, 1017/1-6, 1018 and 1018/1-9 admeasuring 1,47,593.9 square meters of Village Kanjur, Taluka Kurla, District Mumbai Suburban situated at Kanjur Marg (E), Mumbai - 400042 ("the said Larger Land")

AND

Re: All those pieces and parcels of land bearing CTS Nos. 1005(part), 1007(part), 1007/3(part) and 1009(part) and admeasuring 2,066.23 square metres ("Residential Land")

AND

Re: All those pieces and parcels of land bearing CTS Nos. 1005(part), 1007(part), 1007/3(part), 1007/4, 1009(part), 1009/5, 1009/6, 1010(part), 1013(part), 1014(part), 1014/1 to 1014/6, 1017, 1017/1 to 1017/6, 1018 and 1018/1 to 1018/9 admeasuring 51,133.22 square metres ("Industrial Land")

The Residential Land and the Industrial Land are collectively referred to as the said Land.

We have been requested by our client, Evie Real Estate Private Limited ("Evie") being a company incorporated under the provisions of the Companies Act, 1956 and having

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its corporate office at 4th Floor, Opp. Sion Chunabhatti Signal, Off. Eastern Express Highway, Sion East, Mumbai 400.022 to investigate the title of Evie to the said Land.

A. STEPS

With respect to the investigation of title to the said Land, we have undertaken the following steps:



Perused the original title deeds (a list whereof is set out in Annexure "A" hereto) with respect of the said Land.

Caused searches to be undertaken at the office of Sub-Registrar of Assurances for the period between 1955 and 2014 and 2014 to 2015.

3. Examined the property register cards with respect of the said Land, as per the details set out hereinbelow.
4. Caused searches to be undertaken at the Registrar of Companies ("ROC") for Crompton Greaves Limited ("CG"), as on 26th September, 2015.
5. Examined the Development Plan remarks dated 29th April 2014 and 28th November 2014 with respect to inter alia the said Land.
6. With respect to the facts which cannot be ascertained from the examination of public records, CG has furnished information in that regard and the same is also recorded in a separate Declaration dated 28th October, 2015 given by CG and we have relied upon the same.
7. We have also relied on the declaration dated 29th October given by Evie.
8. We have relied upon the certificate dated 19th October, 2015 issued by Consultants Combine, Technical Consultants (Architects) ("Architect Certificate").
9. Issued public notices dated 29th September, 2015 with respect to, inter alia, the said Land.

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B. DISCLAIMERS

1. We have, at the instructions of our client, conducted a title investigation of the said Land for the purpose of issuing this Report. It is expressly clarified that this Report is restricted only to ascertain the title and the nature of rights of title to the said Land and does not address any other issue.
2. This Report necessarily depends on the documents furnished to us and information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate.
3. For the purpose of this Report, we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Mumbai. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.
4. For the purpose of this Report, we have also caused searches to be conducted of the records of the Registrar of Companies as specified hereinbelow. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.
5. We have not formed any opinion on the approvals and sanctions granted/required from the concerned authorities for the development or construction on the said Land or any part thereof.
6. This Report has been prepared in accordance with and is subject to the laws of India.



CHAIN OF TITLE WITH RESPECT TO THE SAID LAND

We have taken the year 1957 as the root of title for the purpose of investigation of title to the said Land.

C. FREEHOLD LAND

1. By and under an Indenture of Conveyance and Assignment dated 26th August, 1957 executed by and between the Kanjur Co-operative Housing Society

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Limited, a society registered then under the provisions of the Bombay Co-operative Societies Act, 1925 of the First Part (therein referred to as "the Society" and hereinafter referred to as "Kanjur Society"), Sitaram Shridhar Kale (herein referred to as the Confirming Party) of the Second Part and Crompton Parkinson (Works) Private Limited (now known as CG) and registered with the office of the Sub-Registrar of Assurances under Serial No. 1497 of 1957 ("the Indenture of Conveyance and Assignment"), the Kanjur Society sold, transferred, conveyed and assigned unto and in favour of CG land admeasuring 1,01,893.75 square feet equivalent to approximately 85,183.175 square meters and more particularly described in the First and Second Schedules thereunder written and on the terms and conditions more particularly stated therein ("Freehold Land").



1. By and under an Indenture of Sub-lease dated 26th August 1957 ("the First Sub-Lease") executed by and between Sir Mahomed Yusuf Khot., (therein and hereinafter referred to as "the Sub-Lessor") of the First Part, Phiroze Jehangir Meherjirana (therein referred to as the First Confirming Party) of the Second Part, Shripad Sitaram Datar (therein referred to as the Second Confirming Party) of the Third Part and the Kanjur Society of the Fourth Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. 1339 of 1957, the Sub-Lessor has assigned, unto Kanjur Society, land admeasuring 76,625.50 square yards equivalent to approximately 64,058.918 square meters and more particularly described in the Second and Third Schedules thereunder written, on the terms and conditions more particularly stated therein ("Leasehold Land A"). The Leasehold Land A was appropriated within the meaning of the Salsette Estates (Land Revenue Exemption Abolition) Act, 1951 ("the said Act"). Under the First Sub-Lease, there are no restrictions on transfer or assignment of the Leasehold Land A.
2. By and under an Indenture of Sub-lease dated 26th August 1957 executed by and between the Sub-Lessor of the First Part, Phiroze Jehangir Meherjirana (therein referred to as the First Confirming Party) of the Second Part, Shripad Sitaram Datar (therein referred to as the Second Confirming Party) of the Third Part and the Kanjur Society of the Fourth Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. 1341 of 1957 ("the Second Sub-Lease") the Sub-Lessor has assigned, unto Kanjur Society, land

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admeasuring 53,609.50 square yards equivalent to approximately 44,822.90 square meters and more particularly described in the Second Schedule thereunder written, on the terms and conditions more particularly stated therein ("Leasehold Land B"). The Leasehold Land B was appropriated within the meaning of the said Act. Under the Second Sub-Lease, there are no restrictions on transfer or assignment of the Leasehold Land B. The Leasehold Land B and the Leasehold Land A shall, collectively, be referred to as the "Larger Leasehold Land".



3. By and under the Indenture of Conveyance and Assignment, the Kanjur Society assigned unto and in favour of CG, a portion of the Larger Leasehold Land admeasuring 76,625.5 square yards equivalent to 64,058.918 square meters and more particularly described in the Third Schedule thereunder written, on the terms and conditions more particularly stated therein ("CG Leasehold Land").
4. The said Act came into force and the provisions of the said Act were made applicable to the Village of Kanjur from 1st March 1952. The Village of Kanjur is specified in the Schedule to the said Act and hence the village of Kanjur is an estate as defined under the said Act. On a reading of the provisions of Section 4(b) of the said Act, it appears that the intention of the said Act was to revert to the Government such waste lands, as originally vested in the estate-holder (as defined in the said Act) which were not appropriated or brought under cultivation before 14th August 1951 by such estate-holder. In the present case, as mentioned above, as the Larger Leasehold Land was appropriated land within the meaning of the said Act, the same continued to be vested in the Sub-Lessor.
5. Therefore, in light of what is stated above, CG became entitled to the Freehold Land and CG Leasehold Land, on the terms and conditions mentioned in the Indenture of Conveyance and Assignment. We have perused a copy of the fresh certificate of incorporation dated 2nd August 1966 issued by the Office of the Registrar of Companies which records that the name of Crompton Parkinson (Works) Limited had been change to Crompton Greaves Limited.
6. CG has declared that, to the best of its knowledge, no breach has been committed by CG of the terms and conditions of the First Sub-Lease or the Second Sub-Lease and no notice of default or termination has been received by CG from the Sub-Lessor (or its successors-in-title). CG has also declared that

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the rent for the financial years ending 31st March 2013, 31st March 2014 and 31st March 2015 has not been accepted by the Sub-Lessor and was therefore sent by registered post. The letters were returned to CG, without assigning any reason. CG has declared that, other than as mentioned above herein, rent for all the previous years was duly paid and accepted by the Sub-Lessor.

7. As per the declaration provided by CG and the Architect Certificate, the Residential Land comprises freehold land admeasuring 1,178.87 square metres and leasehold land admeasuring 886.36 square meters and the Industrial Land comprises freehold land admeasuring 21,959.67 square metres and leasehold land admeasuring 29,173.55 square meters.



By and under an Indenture of Conveyance and Assignment dated 27th October, 2014 executed between CG and Evie and registered with the office of the Sub-Registrar of Assurances under serial no.9732 of 2015, CG sold, transferred, conveyed and assigned to Evie the said Land, for the consideration and on the terms and conditions stated therein.

9. By and under a Power of Attorney dated 27th October, 2014 executed by CG in favour of Evie and registered with the office of the Sub-Registrar of Assurances under serial no. 9733 of 2015, CG has granted powers to Evie to do such acts, deeds matters and things as specified therein.

E. OTHER AGREEMENTS WITH RESPECT TO THE LARGER LAND

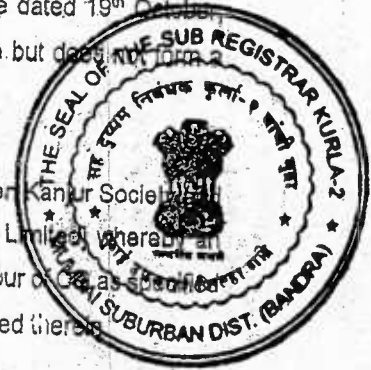
1. As per the Architect Certificate, a portion of the Larger Land admeasuring 4,280 square metres bearing CTS. Nos. 1005(part), 1007/3(part) and 1009(part) is under high power tension lines ("HT Lines Land").
2. By and under an Indenture dated 20th May 1958 executed between the Governor of Bombay (therein referred to as 'the Grantor' of the one part) and The Andhra Valley Power Supply Company Limited (therein referred to as 'the Company' of the other part) and registered with the office of the sub-registrar of assurances under serial no. 3822 of 1938 ("the said Indenture"), the Grantor therein granted, conveyed and transferred the land parcels more particularly described therein in favour of the Company therein, in the manner and on the terms and conditions mentioned therein.

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3. As per the declaration of CG and the Architect Certificate dated 19th October 2015, the HT Lines Land forms part of the said Indenture but does not form a part of the said Land.
4. An Indenture dated 26th August 1957 was executed between Kanjur Society and CG [then known as Crompton Parkinson (Works) Private Limited] whereby an indemnity of title has been granted by Kanjur Society in favour of CG as specified therein in respect of a portion of the Larger Land as specified therein.
5. By and under an Indenture dated 27th April 1958 between the Kanjur Society and CG [then known as Crompton Parkinson (Works) Private Limited] and registered with the office of the sub-registrar of assurances under serial no. 1484 of 1958, Kanjur Society has granted a covenant in favour of CG for production of title deeds, as specified therein.
6. By and under a Railway Private Siding Agreement dated 24th January, 1992 executed between the President of India acting through the Central Railway Administration (therein and hereinafter referred to as "the Railway Administration") of the First Part and CG (therein referred to as the Applicant) of the Second Part, the Railway Administration agreed to construct, partly on the land of the Railway Administration and partly on the land of CG, a railway siding in the manner provided therein. In the notification dated 27th July 2010 issued by the Central Railway, it is recorded that with effect from 24th July 2010 the Crompton Greaves Limited siding served by Bhandup-Kanjurmarg on Mumbai division had been closed for all description of goods traffic. By and under a letter dated 9th April 2012 addressed by the Central Railway, Divisional Office to Ms. Priti Vyas, Deputy Manager, Crompton Greaves Limited, CG was informed that all permanent way materials such as tracks, wooden planks, weigh-bridge etc. of sidings within the premises of CG had to be removed by CG. On the basis of the declaration of CG and the Architect Certificate, the railway siding did not form part of the said Land.
7. By and under an Agreement dated 15th April, 2005 executed by and between CG (therein referred to as Vendors) of the First Part and Sea Lanes Shipping Services (therein referred to as Purchasers and hereinafter referred to as "Sea Lanes") of the Second Part and registered with the office of the Sub-Registrar of



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Assurances at Serial No. 2302 of 2005, CG has sold, transferred and assigned land bearing Survey No. 53, CTS No. 1013 (Part), Village Kanjur, Kanjur (East), Mumbai - 400 042 Suburban Ward No. S admeasuring approximately 1,172.918 square meters in favour of Sea Lanes on the terms and conditions more particularly mentioned therein ("Sea Lanes Freehold Land Agreement").

8. By and under an Agreement dated 15th April, 2005 executed by and between CG (therein referred to as the Assignors) of the First Part and Sea Lanes (therein referred to as Sub-Lessee) of the Second Part and registered with the office of the Sub-Registrar of Assurances at Serial No. 2303 of 2005, CG has assigned and bearing Survey No. 53 CTS No. 1014 (Part), Village Kanjur, Kanjur (East), Mumbai - 400 042 Suburban Ward No. S admeasuring approximately 1090.919 square meters to Sea Lanes on the terms and conditions more particularly mentioned therein ("Sea Lanes Leasehold Agreement"). By and under the Sea Lanes Freehold Agreement and Sea Lanes Leasehold Agreement land collectively admeasuring 2263.837 square meters has been sold or assigned, as the case may be to Sea Lanes ("Sea Lane Land").
9. On the basis of the declaration of CG and the Architect Certificate, the Sea Lanes Land does not form part of the said Land.
10. By and under a Leave and License Agreement dated 20th December 2013 executed between CG (therein referred to as the Licensor of the First Part) and Axis Bank Limited (therein referred to as the Licensee of the Other Part), CG had granted in favour of the Axis bank Limited a license to use and occupy a portion of the building constructed on plot bearing CTS No. 1014 in the Kanjur Marg Area, Mumbai 40042 in the manner and on the terms and conditions mentioned therein. The aforesaid Leave and License Agreement mentions that the license period was 24 (twenty four) months commencing from 1st July 2013 till 30th June 2015.
11. By and under an Indenture of Conveyance and Assignment dated 17th October, 2014 executed between CG and Evie and registered with the office of the Sub-Registrar of Assurances under serial no. 9377 of 2014, CG sold, transferred, conveyed and assigned to Evie a portion of the Larger Land being all that piece or parcel of land bearing CTS Nos. 1004, 1005(part), 1005/1, 1006, 1007/3 (part) and 1009 (part) admeasuring 32,387.59 square meters ("First Land") together

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with all the buildings and structures standing thereon, for the consideration and on the terms and conditions stated therein ("Evie Conveyance and Assignment").

12. By and under a Power of Attorney dated 17th October, 2014 executed by CG in favour of Evie and registered with the office of the Sub-Registrar of Assurances under serial no. 9378 of 2014, CG has granted powers to Evie to do such acts, deeds matters and things as specified therein.
13. By and under a Unilateral Deed of Mortgage dated 18th October 2014 ("Deed of Mortgage") executed by Evie in favour of Housing Development Finance Corporation Limited ("HDFC Limited") and registered with the office of the sub-registrar of assurances under serial no. 9611 of 2014 read with the Deed of Confirmation ("Deed of Confirmation") dated 24th November 2014 executed by Evie in favour of HDFC Limited and registered with the office of the sub-registrar of assurances under serial no. 11141 of 2014, Evie has created a mortgage on, inter alia, the First Land, in the manner and on the terms and conditions mentioned therein. Evie has declared that the Evie Mortgage does not pertain to the said Land.
14. By and under a Power of Attorney dated 17th July, 2015 executed by CG in favour of Evie and registered with the office of the Sub-Registrar of Assurances under Serial No. 7766 of 2015, CG has granted powers to Evie to do the acts, deeds matters and things as set out therein in relation to, inter-alia, the said Land.
15. By and under a Power of Attorney dated 17th July, 2015 executed by CG in favour of Evie and registered with the office of the Sub-Registrar of Assurances under Serial No. 7766 of 2015, CG has granted powers to the Purchaser to do such acts, deeds matters and things in relation to the Larger Land in the manner and on the terms and conditions stated therein.
16. By and under an Indenture of Lease dated 21st October 2015 executed between The Tata Power Company Limited ("Tata Power") and Evie and registered with the office of the sub-registrar of assurances under Serial No. 9624 of 2015, Tata Power has granted Evie a lease and demise of the HT Lines Land, for the term, the consideration and in the manner provided therein.



F. LITIGATION

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CG has declared that, to the best of its knowledge, there is no pending or threatened litigation with respect to the said Land and/or against CG, which may affect the said Land in any manner. We have relied on the declaration of CG with respect to the same.



Following orders have been passed under the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") with respect to the said Land: -

- a. By and under an order dated 3rd January 1978 passed by the Directorate of Industries in favour of CG under section 20 of the ULC Act, the Directorate of Industries granted exemption to CG under section 20(1) of the ULC Act in respect of the lands held by CG out of the said Larger Land falling within the 'Industrial Zone' (of which the Industrial Land is a part) in the manner and on the terms and conditions mentioned therein ("the First Industrial Land Order"). Under the First Industrial Land Order, CG could transfer the land exempted therein only with the prior permission of the State Government in the manner provided therein.
- b. By and under an order dated 8th August 1979 passed by the Directorate of Industries in favour of CG under section 20 of the ULC Act, the Directorate of Industries granted further exemptions to CG under section 20(1) of the ULC Act in respect of the lands held by CG out of the said Larger Land falling within the 'Industrial Zone' (of which the Industrial Land is a part) in the manner and on the terms and conditions mentioned therein ("the Second Industrial Land Order"). Under the Second Industrial Land Order, CG could transfer the land exempted therein only with the prior permission of the State Government in the manner provided therein.
- c. By and under an order dated 30th December 1993 passed by the Government of Maharashtra, Housing and Special Assistance Department in favour of CG, the Government of Maharashtra, Housing and Special Assistance Department granted exemption to CG under section 20 (1) of the ULC Act for construction of various works as

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specified therein ("Original Residential Land Order") in respect of the lands held by CG in the 'Residential Zone' (of which the Residential Land is a part), on the terms and conditions as stated therein. A corrigendum dated 6th October 1998 ("the Corrigendum") was issued by the Government of Maharashtra, Housing and Special Assistance Department to the Original Residential Land Order pursuant where certain amendments were made to the Original Residential Land Order as specified therein, on the terms and conditions as stated therein. The Original Residential Land Order and the Corrigendum are hereinafter collectively referred to as "the Residential Land Orders";



- d. Pursuant to a statement filed by CG under section 6 of the ULC Act, by and under an order dated 6th August 1999 passed by the Additional Collector and Competent Authority, ULC Act ("the Competent Authority") in respect of, inter-alia, the said Land, an area admeasuring 3,603.47 square metres was declared as surplus vacant land ("Surplus Vacant Land") for the reasons mentioned therein ("the 8(4) Order");
- e. Thereafter, correspondence was exchanged between CG and Joint Director of Industries, the Competent Authority and the Urban Development Department, Government of Maharashtra with respect to the Surplus Vacant Land under the 8(4) Order;
- f. A notification dated 30th May 2005 was issued by the Government of Maharashtra stating that the Surplus Vacant Land vested with the Government of Maharashtra with effect from 6th June 2005. A notice dated 6th October 2006 was issued by the Government of Maharashtra under section 10(5) of the ULC Act, wherein the Government of Maharashtra called upon CG to surrender the Surplus Vacant Land to the City Survey officer on 6th November 2006;
- g. Pursuant to the aforesaid notice dated 6th October 2006 issued by the Government of Maharashtra, CG filed an appeal under section 33 of the ULC Act before the Additional Commissioner, Konkan Division, Mumbai. By and under an order dated 30th November 2006 passed by the Additional Commissioner, Konkan Division, Mumbai, the appeal filed by CG was partly allowed and the proceedings under section 10 of the ULC

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Act were set aside and the matter was remanded to the Competent Authority for fresh enquiry;

- h. A review order dated 23rd November 2007 was passed by the Government of Maharashtra, through the Urban Development Department, in respect of the aforesaid order dated 6th November 2006 passed by the Additional Commissioner, Konkan Division, Mumbai. In this order, it was inter-alia held that the action taken under section 10 of the ULC Act would stand cancelled if exemption was granted to the surplus vacant Land by the Directorate of Industries and if the exemption is denied then action under section 10(3) of the ULC Act would be confirmed. The Directorate of Industries was directed to take a decision within (90) days;



- i. By and under a letter dated 11th June 2008 addressed by the Directorate of Industries to the Competent Authority, the Directorate of Industries requested the Competent Authority to send its revised order in light of the order dated 23rd November 2007 passed by the Government of Maharashtra;
- j. By and under an order dated 11th September 2008 addressed by the Competent Authority to the Deputy Director of Industries, Directorate of Industries, the Competent Authority observed that the aggregate land area in the name of CG was only 1,39,899.88 square metres of which 34,526 square metres was in the residential zone and if from this area, the area which had been exempted i.e. area of setback, nalla setback, Tata power and area relating to construction and permissible area were deducted then there was no surplus area. Table 1 to this order provided the calculation with respect to the aforesaid 34,526 square metres within the residential zone. It was also observed that the aggregate area in the industrial zone was 1,05,373.89 and that the surplus area in the industrial zone was also nil after deduction of area under construction, road setback, Tata Power land, nalla setback etc. Table 2 to this order provided the calculation with respect to the aforesaid 1,05,373.89 square metres in the industrial zone. It was observed that after taking into account the calculation mentioned therein, there was no surplus area.

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- k. By and under a letter dated 19th December 2008 addressed by the Directorate of Industries to the Urban Development Department, it was mentioned that as per the report of the Competent Authority, as the surplus vacant land was 'nil' action for issuing exemption order under section 20 of the ULC Act could not be taken;
- l. By and under an order dated 1st January 2009 passed by the Competent Authority, the notification issued under section 10(3) of the ULC Act and the notice under section 10(5) of the ULC Act in respect of the Surplus Vacant Land were cancelled.
- m. Neither the 8(4) Order nor the order dated 11th September 2008 has recorded any breach of the terms and conditions of the First Industrial Land Order, the Second Industrial Land Order or Residential Land Orders. CG has further declared that, to the best of its knowledge, it has not received any notice under the ULC Act pertaining to or alleging breach of the Residential Land Orders or the First Industrial exemption Order or the Second Industrial Exemption Order.
- n. There is no specific restriction on the sale of the Residential Land in the Original Residential Land Order read with the Corrigendum; however necessary permissions will have to be obtained from the competent authority under the ULC Act for the development and/or change of use of the said Land.
- o. Further, the order dated 11th September 2008 held/observed that there was no surplus vacant land in respect of the land within the industrial zone measuring 1,05,373.89 square metres.
- p. There are no entries on the property register cards of the said Land reflecting any restriction on the sale of the said Land in pursuance of the ULC Act.



H. ROC SEARCHES

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As per the search conducted at the website of the Ministry of Corporate Affairs on 26th September 2015, there are no charges affecting the said Land or any part thereof. CG has also declared that there are no mortgages, charges or encumbrances affecting the said Land or any part thereof.

I. SETTLEMENT OF STATUTORY LIABILITIES



CG has declared that for the financial years ending 31st March 2014 and 31st March 2015, in accordance with the general directions given by the High Court of Mumbai as regards the Capital Value System of Property Tax, CG has paid 50% of the property taxes raised by MCGM. CG has also declared that for the financial year 31st March 2016, CG has, in accordance with the general directions given by the High Court of Mumbai as regards the Capital Value System of Property Tax, paid 50% of the property taxes raised by MCGM till 30th September 2015. CG has also declared that all other statutory dues that are due and payable have been duly and fully paid and any dues, found to be pending with respect to the said Land, will be paid and settled by CG.

J. REVENUE RECORDS

- As per the Architect Certificate, the said Land bears the following City Survey Numbers with the following areas: -
 - Residential Land:

Sr. No.	City Survey Number	Area (in square metres)
1.	1005 (Part)	3.11
2.	1007 (Part)	28.37
3.	1007/3 (Part)	854.88
4.	1009 (Part)	1178.87
	Total	2065.23

(b) Industrial Land

Sr. No.	City Survey Number	Area (in square metres)
1.	1005 (Part)	915.54
2.	1007 (Part)	852.78

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3.	1007/3 (Part)	8962.48
4.	1007/4	42.5
5.	1009 (Part)	15998.57
6.	1009/5	32.80
7.	1009/6	1279.10
8.	1010 (Part)	2249.55
9.	1013 (Part)	3439.90
10.	1014 (Part)	14501.40
11.	1014/1	29.20
12.	1014/2	29.20
13.	1014/3	29.20
14.	1014/4	29.20
15.	1014/5	47.20
16.	1014/6	9.0
17.	1017	1056.70
18.	1017/1	29.20
19.	1017/2	29.20
20.	1017/3	29.20
21.	1017/4	23.70
22.	1017/5	29.20
23.	1017/6	12.10
24.	1018	1232.80
25.	1018/1	17.10
26.	1018/2	29.20
27.	1018/3	29.20
28.	1018/4	45.70
29.	1018/5	29.20
30.	1018/6	29.20
31.	1018/7	29.20
32.	1018/8	29.20
33.	1018/9	5.50
	Total	51.133.22



2. Cadastral Survey No. 1005

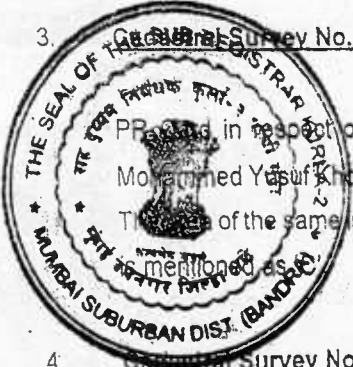
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The Property Register Card ("PR Card") in respect of Cadastral Survey No. 1005 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee. The area of the same is reflected as 4,212.1 square meters. The Class of holding is mentioned as 'C'.

3. Cadastral Survey No. 1007



PR Card in respect of Cadastral Survey No. 1007 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee. The area of the same is reflected as 4,837.4 square meters. The Class of holding is mentioned as 'C'.

4. Cadastral Survey No. 1009

The PR Card in respect of Cadastral Survey No. 1009 reflects the name of CG as the current holder of this land and the area of the same is reflected as 1,13,669.5 square meters. The Class of holding is mentioned as 'C'.

5. Cadastral Survey No. 1007/3

PR Card in respect of Cadastral Survey No. 1007/3 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee. The area of the same is reflected as 4,837.4 square meters. The Class of holding is mentioned as 'C'.

6. Cadastral Survey No. 1007/4

PR Card in respect of Cadastral Survey No. 1007/4 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee. The area of the same is reflected as 42.5 square meters. The Class of holding is mentioned as 'C'.

7. Cadastral Survey No. 1009/5

The PR Card in respect of Cadastral Survey No. 1009/5 reflects the name of CG as the current holder of this land and the area of the same is reflected as 32.8 square meters. The Class of holding is mentioned as 'C'.

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8. Cadastral Survey No. 1009/6

The PR Card in respect of Cadastral Survey No. 1009/6 reflects the name of CG as the current holder of this land and the area of the same is reflected as 1,279.1 square meters. The Class of holding is mentioned as 'C'.



9. Cadastral Survey No. 1010

The PR Card in respect of Cadastral Survey No. 1010 reflects the name of Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 1,279.1 square meters. The Class of holding is mentioned as 'C'.

10. Cadastral Survey No. 1013

The PR Card in respect of Cadastral Survey No. 1013 reflects the name of CG as the current holder of this land and the area of the same is reflected as 4,469.9 square meters. The Class of holding is mentioned as 'C'.

11. Cadastral Survey No. 1014

The PR Card in respect of Cadastral Survey No. 1014 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 16,900.6 square meters. The Class of holding is mentioned as 'C'.

12. Cadastral Survey No. 1014/1

The PR Card in respect of Cadastral Survey No. 1014/1 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

13. Cadastral Survey No. 1014/2

The PR Card in respect of Cadastral Survey No. 1014/2 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee

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of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

14. Cadastral Survey No. 1014/3



The PR Card in respect of Cadastral Survey No. 1014/3 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

Cadastral Survey No. 1014/4

The PR Card in respect of Cadastral Survey No. 1014/4 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

16. Cadastral Survey No. 1014/5

The PR Card in respect of Cadastral Survey No. 1014/5 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 47.2 square meters. The Class of holding is mentioned as 'C'.

17. Cadastral Survey No. 1014/6

The PR Card in respect of Cadastral Survey No. 1014/6 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 9.0 square meters. The Class of holding is mentioned as 'C'.

18. Cadastral Survey No. 1017

The PR Card in respect of Cadastral Survey No. 1017 reflects the name of CG as the current holder of this land and the area of the same is reflected as 9,38.4 square meters. The Class of holding is mentioned as 'C'.

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19. Cadastral Survey No. 1017/1

The PR Card in respect of Cadastral Survey No. 1017/1 reflects the name of CG as the current holder of this land and the area of the same is reflected as 28.2 square meters. The Class of holding is mentioned as 'C'.

20. Cadastral Survey No. 1017/2

The PR Card in respect of Cadastral Survey No. 1017/2 reflects the name of CG as the current holder of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.



21. Cadastral Survey No. 1017/3

The PR Card in respect of Cadastral Survey No. 1017/3 reflects the name of CG as the current holder of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

22. Cadastral Survey No. 1017/4

The PR Card in respect of Cadastral Survey No. 1017/4 reflects the name of CG as the current holder of this land and the area of the same is reflected as 23.7 square meters. The Class of holding is mentioned as 'C'.

23. Cadastral Survey No. 1017/5

The PR Card in respect of Cadastral Survey No. 1017/5 reflects the name of CG as the current holder of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

24. Cadastral Survey No. 1017/6

The PR Card in respect of Cadastral Survey No. 1017/6 reflects the name of CG as the current holder of this land and the area of the same is reflected as 12.1 square meters. The Class of holding is mentioned as 'C'.

25. Cadastral Survey No. 1018

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The PR Card in respect of Cadastral Survey No. 1018 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 922.5 square meters. The Class of holding is mentioned as 'C'.



Cadastral Survey No. 1018/1

The PR Card in respect of Cadastral Survey No. 1018/1 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 17.1 square meters. The Class of holding is mentioned as 'C'.

27. Cadastral Survey No. 1018/2

The PR Card in respect of Cadastral Survey No. 1018/2 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

28. Cadastral Survey No. 1018/3

The PR Card in respect of Cadastral Survey No. 1018/3 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

29. Cadastral Survey No. 1018/4

The PR Card in respect of Cadastral Survey No. 1018/4 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 45.7 square meters. The Class of holding is mentioned as 'C'.

30. Cadastral Survey No. 1018/5

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The PR Card in respect of Cadastral Survey No. 1018/5 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

31. Cadastral Survey No. 1018/6

The PR Card in respect of Cadastral Survey No. 1018/6 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.



32. Cadastral Survey No. 1018/7

The PR Card in respect of Cadastral Survey No. 1018/7 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

33. Cadastral Survey No. 1018/8

The PR Card in respect of Cadastral Survey No. 1018/8 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 29.2 square meters. The Class of holding is mentioned as 'C'.

34. Cadastral Survey No. 1018/9

The PR Card in respect of Cadastral Survey No. 1018/9 reflects the name of Sir. Mohammed Yusuf Khot as the Original holder and the name of CG as the lessee of this land and the area of the same is reflected as 5.5 square meters. The Class of holding is mentioned as 'C'.

35. CG has declared that CG has handed over to the Municipal Corporation of Greater Mumbai a portion of the Larger Land affected by setback admeasuring 1,419.05 square metres and 582.2 square metres, aggregating to 2,001.2 square metres (hereinafter collectively referred to as the "Setback Portion"). CG has declared that the Setback Portion does not form part of the said Land.

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36. Upon perusal of the PR Cards, we note that the area of the Larger Land is 1,89,952.4 square meters. As per the Indenture of Conveyance and Assignment dated 26th August 1957 the aggregate area of the Larger Land as mentioned in the First, Second and Third Schedules thereunder written was 1,78,954 square yards equivalent to 1,49,628.3 square metres. CG has declared that on actual survey the area of the Larger Land is approximately 1,47,593.9 square meters ("Revised Area"). CG has made an application dated 8th July 2014 for the PR Cards, which application is still pending. As per the Allotment Certificate, the area of the Residential Land is 2,065.23 square metres and the area of the Industrial Land is 51,133.22 square metres, aggregating to 53,198.45 square metres.



DEVELOPMENT PLAN REMARK

1. We have perused a copy of the Development Plan Remark dated 29th April, 2014 bearing reference number CHE/50/DPES/S issued by the MCGM in respect of CTS Nos. 1004, 1005, 1006, 1007, 1007/2, 1007/3, 1008, 1009, 1009/1, 1010 and 1011 of Kanjur (East) Village forming part of the Larger Land ("First DP Remark"). As per the First DP Remark: -
- (a) The land parcels specified therein are partly within the residential zone and partly within the special industrial (I3) zone and the demarcation is identified on the plan attached to the DP Remark in red colour,
 - (b) The land parcels mentioned therein are also affected by DP Road (12.2 metres) (2 nos.) and DP Road (27.45 metres).
 - (c) There is a central railway buffer zone of 30 metres;
 - (d) There are 2 Tata Power transmission lines.
2. We have perused a copy of the Development Plan Remark dated 29th April, 2014 bearing reference number CHE/51/DPES/S issued by the MCGM in respect of CTS Nos. 1013, 1014, 1017 and 1018 of Kanjur (East) Village forming part of the Larger Land ("Second DP Remark"). As per the Second DP Remark, the land

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parcels specified therein are within the special industrial (I3) zone and the demarcation is identified on the plan attached to the DP Remark.

3. We have perused a copy of the Development Plan Remark dated 26th November 2014 bearing reference number CHE/719/DPES/S issued by the M.C.M. in respect of CTS Nos. 1006, 1004, 1005, 1007/3, 1009 and 1010 of Karandev Village forming part of the Larger Land ("Third DP Remark"). As per Third DP Remark: -



- (a) The land parcels specified therein are partly within the residential zone and partly within the special industrial (I3) zone and the demarcation is identified on the plan attached to the DP Remark in red colour;
- (b) The land parcels mentioned therein are also affected by DP Road (12.2 metres) (2 nos.) and DP Road (27.45 metres).
- (c) There is a central railway buffer zone of 30 metres;
- (d) There are 2 Tata Power transmission lines.

4. The First DP Remark, the Second DP Remark and the Third DP Remark are valid for a period of 1 (one) year from the date of issue thereof.

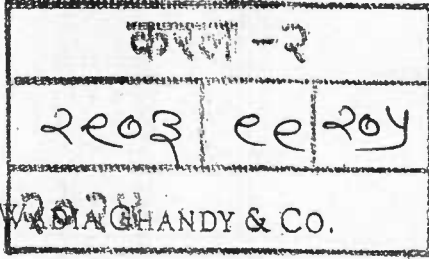
L. SUB REGISTRAR OF ASSURANCES

We have conducted a search at the office of the sub-registrar of assurances at Mumbai, Thane, Bandra, Chembur and Nahur from 1955 till 2014 and 2014 to 2015. The documents found reflected in the search report and our comments in respect thereof have been set out in Annexure "B" hereto.

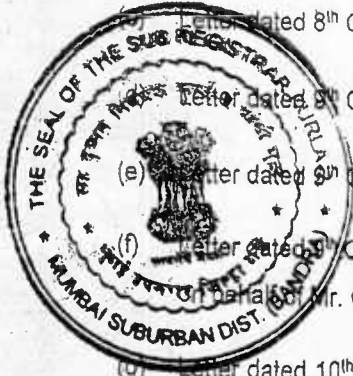
M. PUBLIC NOTICE

We had issued public notices in the Mumbai Editions of the Times of India (English) and Maharashtra Times (Marathi) on 29th September, 2015 and in response to the same we have received the following objections ("the Objections"):

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- (a) Letter dated 1st October, 2015 addressed by Mr. Mohan Abaji Raut.;
- (b) Letter dated 7th October, 2015 addressed by Advocate Mr. A. P. Kulkarni on behalf V.M. Vaidya and 14 others
- (c) Letter dated 8th October, 2015 addressed by Sharad S. Kharat
- (d) Letter dated 8th October, 2015 addressed by S.S. Lotankar
- (e) Letter dated 9th October, 2015 addressed by Jagdish Sawant
- (f) Letter dated 9th October, 2015 addressed by Advocate Dheeraj S. Dwivedi on behalf of Mr. Gangaram Gundu Awdan.
- (g) Letter dated 10th October, 2015 addressed by Advocate A.P. Kulkarni on behalf of Sarva Shramik Sangathan and 320 others.
- (h) Letter dated 12th October, 2015 addressed by Mangesh Rajam to M/s. Wadia Ghandy & Co. and
- (i) Letter dated 14th October, 2015 addressed by Prashant Harish Chauhan on behalf of Mr. Julius Peter D'Mello.



CG has declared that the Objections do not affect either the title of CG to the said Land or any part thereof or its development in any manner whatsoever or the sale or transfer thereof.

N. CONCLUSION

Subject to what is mentioned above, we are of the view that Evie is the owner of freehold land admeasuring 23,138.54 square metres forming part of the said Land and the lessee of leasehold land admeasuring 30,059.91 square metres forming part of the said Land (on the terms and conditions as mentioned in First Sub-Lease and the Second Sub-Lease) and its title thereto is clear and marketable.

Dated this 29th day of October 2015

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WADIA GHANDY & Co.

For Wadia Ghandy & Co.

D. Ghoshan
Partner



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Annexure "A"
(List of Original Documents)

1. Indenture of Conveyance and Assignment dated 26th August, 1957 executed by and between the Kanjur Co-operative Housing Society Limited a society registered then under the provisions of the Bombay Co-operative Societies Act, 1925 of the First Part (therein referred to as "the Society" and hereinafter referred to as "the Kanjur Society") and Sitaram Shridhar Kale (therein referred to as the Confirming Party) of the Second Part and Crompton Parkinson (Works) Private Limited (hereinafter known as CG) and registered with the office of the Sub-Registrar of Assurances under Serial No. 1497 of 1957



2. Indenture of Sub-lease dated 26th August 1957 executed by and between the Sub-Lessor of the First Part, Phiroze Jehangir Meherjirana (therein referred to as the First Confirming Party) of the Second Part, Shripad Sitaram Datar (therein referred to as the Second Confirming Party) of the Third Part and the Kanjur Society of the Fourth Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. 1341 of 1957.

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Annexure "B"
(List of Documents in the Search Report)

1. Second Sub-Lease (please refer to D.(2) in the main body of this report);
2. Indenture of Conveyance and Assignment (please refer to C.(1) and D.(3) in the main body of this report);
3. Indenture dated 21st November 1957 executed between Sir Purno Das Thakurdas Knight, Ardeshir Darabshaw Shroff (the Trustees thereof) and The Andhra Valley Power Supply Company Limited (the Company therein) and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 574 of 1958 whereby the Trustees have reconveyed to the Company therein land bearing the following Khot private survey nos.:-



Survey No.	Pot No.	Falni No.	Area	
			A.	G. As.
43	1	--	0	3-1
43	3	--	0	3-4
43	4	--	0	1-1
44	1	--	0	4-4
44	2	--	0	1-8
44	3	--	0	0-9
44	4	--	0	5-4
44	5	--	0	39-7
44	6	--	0	4-8
45	3	--	0	0-18
45	4	--	0	1-0
49	6	--	0	0-4
51	3	--	0	0-8
51	4	--	0	0-12
		Total Area	1	26-2

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As per the Architect Certificate, the above land parcels do not form part of the said Land.

4. Indenture dated 20th January 1958 executed between The Andhra Valley Power Supply Company Limited (the Vendor therein) and The Kanjur Co-operative Housing Society Limited (the Purchaser therein) and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 1695 of 1958, the Vendor therein sold the following land parcels bearing the following Khot private survey nos. to the Purchaser therein:

Survey No.	Pot No.	Faini No.	Area	
			A. G.	As.
42		--	0-3-1	
43		--	0-3-4	
43		--	0-1-1	
43		--	0-4-4	
43		--	0-1-8	
44	3	--	0-0-9	
44	4	--	0-5-4	
44	5	--	0-39-7	
44	6	--	0-4-8	
45	3	--	0-0-18	
45	4	--	0-1-0	
49	6	--	0-0-4	
51	3	--	0-0-8	
51	4	--	0-0-18	
		Total Area	1-26-2	

As per the Architect Certificate, the above land parcels do not form part of the said Land.

5. Declaration dated 15th November 1960 by Kanjur Society, registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 9061 of 1960, declaring that it will abide by the terms and conditions on which the layout would be approved by the Municipal Commissioner for Greater Mumbai. This letter replaces clause 10 of the original Agreement dated 9th March 1960 which

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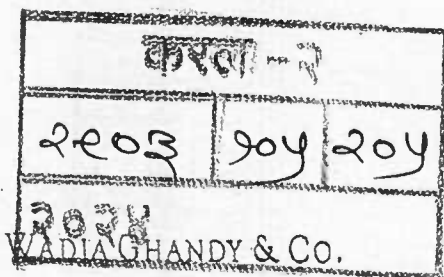
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was registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 1994. We have not been provided with or able to procure a copy of the agreement dated 9th March 1960.

6. Deed of Mortgage dated 7th October 1968 bearing registration number 5537/1968 executed by CG. We have not been provided with or able to procure a copy of this deed of mortgage. CG has declared that there are no mortgages on the said Land. Further, the search at the registrar of companies does not reflect this mortgage.
7. Deed of Undertaking dated 26th July 1988 executed by CG in favour of BMC bearing registration number 1813/1989. We have not been provided with or able to procure a copy of this deed of undertaking. CG has declared that this undertaking was submitted to BMC during the regular course of construction and does not affect the sale, transfer, development or title to the said Land.
8. Deed of Undertaking dated 24th April 1990 executed by CG in favour of BMC bearing registration number 2110/1990. We have not been provided with or able to procure a copy of this deed of undertaking. CG has declared that this undertaking was submitted to BMC during the regular course of construction and does not affect the sale, transfer, development or title to the said Land.
9. Deed of Undertaking dated 11th November 1991 executed by CG in favour of BMC bearing registration number 5532/1991. We have not been provided with or able to procure a copy of this deed of undertaking. CG has declared that this undertaking was submitted to BMC during the regular course of construction and does not affect the sale, transfer, development or title to the said Land.
10. Deed of Undertaking dated 25th May 1996 executed by CG in favour of BMC bearing registration number 2422/1996. We have not been provided with or perused a copy of this deed of undertaking and have made an application for the same. CG has declared that this undertaking was submitted to BMC during the regular course of construction and does not affect the sale, transfer, development or title to the said Land.
11. Deed of Undertaking dated 9th March 2001 executed by M.M. Sheikh in favour of BMC bearing registration number 1045/2001. We have not been provided with



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or able to procure a copy of this deed of undertaking. CG has declared that this undertaking was submitted to BMC during the course of construction and does not affect the sale, transfer, development or title to the said Land.

12. Sea Lanes Freehold Land Agreement (please refer to E.7 of the main section of this Report).
13. Sea Lanes Leasehold Agreement (please refer to E.8 of the main section of this Report).
14. Evie Conveyance and Assignment (please refer to E.11 of the main section of this Report).
15. Evie Mortgage (please refer to E.13 of the main section of this Report).

16. Evie Confirmation (please refer to E.13 of the main section of this Report).



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ADVOCATES, SOLICITORS & NOTARY

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

Tel: +91 22 2267 0609, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0726

General e-mail: contact@wadiaghandy.com | Personal e-mail: firmname.lastname@wadiaghandy.com

NL/DDA/10076/ 9850/214

14th October, 2014

TITLE REPORT

EVIE REAL ESTATE PRIVATE LIMITED
4th Floor, Opp. Sion Chunabhatti Signal,
Off. Eastern Express Highway,
Sion East,
Mumbai 400 022

Attn: MR. SUBODH RUNWAL



Re: All those pieces and parcels of freehold and leasehold land bearing CTS Nos. 676, 1004, 1005, 1005/1, 1006, 1007, 1007/1-4, 1008, 1008/1, 1009, 1009/1-6, 1010, 1011, 1013, 1014, 1014/1-6, 1017, 1017/1-6, 1018, 1018/1-9 admeasuring 145,937.21 square meters of Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjur Marg (E), Mumbai - 400042 ("the said Larger Land")

AND

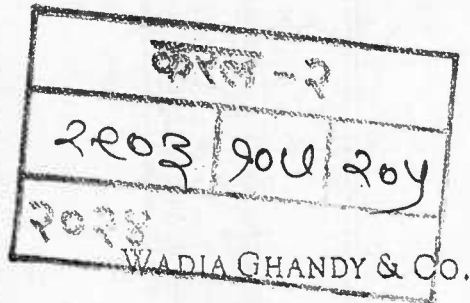
Re: All those pieces and parcels of freehold and leasehold land, forming part of the Larger Land and bearing CTS Nos. 1004, 1005(part), 1005/1, 1006, 1007/3 (part) and 1009(part) admeasuring 32,387.59 square meters of Village Kanjur, Taluka Mulund, District Mumbai Suburban situated at Kanjur Marg (E), Mumbai - 400042 ("the said Land")

We have been requested by our client, Evie Real Estate Private Limited ("Evie") being a company incorporated under the provisions of the Companies Act, 1956 and having its corporate office at 4th Floor, Opp. Sion Chunabhatti Signal, Off. Eastern Express Highway, Sion East, Mumbai 400 022 to investigate the title of Crompton Greaves Limited ("CG") to the said Land.

A. STEPS

With respect to the investigation of title to the said Land, we have undertaken the following steps:

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1. Perused the original title deeds (a list whereof is set out in Annexure "A" hereto) with respect of the said Land and perused the deeds and documents set out herein and as specified in Annexure "C" hereto.
2. Caused searches to be undertaken at the office of Sub-Registrar of Assurances for the period between 1955 and 2014.



3. Examined the property register cards with respect of the said Land, as per the details set out hereinbelow.
4. Caused searches to be undertaken at the Registrar of Companies ("ROC") for CG, as on 22nd August 2014.
5. Examined the Development Plan remark with respect to the said Land.
6. With respect to the facts which cannot be ascertained from the examination of public records, CG has furnished information in that regard and the same is also recorded in a separate Declaration dated 14th October 2014 given by CG and we have relied upon the same.
7. CG has issued public notices and we have relied upon the declaration of CG to us stating that save and except the objection specified below no other objection has been received with respect to the said Land.
8. We have relied on the certificate dated 13th October 2014 issued by Consultants Combines architects ("Architect's Certificate").

B. DISCLAIMERS

1. We have, at the instructions of our client, conducted a title investigation of the said Land for the purpose of issuing this Report. It is expressly clarified that this Report is restricted only to ascertain the title and the nature of rights of CG to the said Land and does not address any other issue.
2. This Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate, which we have assumed to be the case.

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3. For the purpose of this Report, we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Mumbai. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated.
4. For the purpose of this Report, we have also caused searches to be conducted of the records of the Registrar of Companies as specified hereinafter. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.
5. We have not formed any opinion on the approvals and sanctions granted/required from the concerned authorities for the development or construction of the said Land or any part thereof.
6. This Report has been prepared in accordance with and is subject to the laws of India.



CHAIN OF TITLE

We have taken the year 1957 as the root of title for the purpose of investigation of title to the said Land.

C. FREEHOLD LAND

1. By and under an Indenture of Conveyance and Assignment dated 26th August, 1957 executed by and between the Kanjur Co-operative Housing Society Limited, a society registered then under the provisions of the Bombay Co-operative Societies Act, 1925 of the First Part (therein referred to as "the Society" and hereinafter referred to as "Kanjur Society"), Sitaram Shridhar Kale (therein referred to as the Confirming Party) of the Second Part and Crompton Parkinson (Works) Private Limited (now known as CG) and registered with the office of the Sub-Registrar of Assurances under Serial No. 1497 of 1957 ("the Indenture of Conveyance and Assignment"), the Kanjur Society sold, transferred, conveyed and assigned unto and in favour of CG land admeasuring 1,01,893.75 square yards equivalent to approximately 85,183.175 square meters and more particularly described in the First and Second Schedules thereunder written and on the terms and conditions more particularly stated therein ("Freehold Land").

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D. LEASEHOLD LAND



1. By and under an Indenture of Sub-lease dated 26th August 1957 ("the First Sub-Lease") executed by and between Sir Mahomed Yusuf Khot., (therein and hereinafter referred to as "the Sub-Lessor") of the First Part, Phiroze Jehangir Meherjirana (therein referred to as the First Confirming Party) of the Second Part, Shripad Sitaram Datar (therein referred to as the Second Confirming Party) of the Third Part and the Kanjur Society of the Fourth Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. 1341 of 1957, the Sub-Lessor has assigned, unto Kanjur Society, land measuring 76,625.50 square yards equivalent to approximately 64,058.918 square meters and more particularly described in the Second and Third Schedules hereunder written, on the terms and conditions more particularly stated therein ("Leasehold Land A"). The Leasehold Land A was appropriated within the meaning of the Salsette Estates (Land Revenue Exemption Abolition) Act, 1951 ("the said Act"). Under the First Sub-Lease, there are no restrictions on transfer or assignment of the Leasehold Land A.
2. By and under an Indenture of Sub-lease dated 28th August 1957 executed by and between the Sub-Lessor of the First Part, Phiroze Jehangir Meherjirana (therein referred to as the First Confirming Party) of the Second Part, Shripad Sitaram Datar (therein referred to as the Second Confirming Party) of the Third Part and the Kanjur Society of the Fourth Part, and registered with the office of the Sub-Registrar of Assurances under Serial No. 1341 of 1957 ("the Second Sub-Lease") the Sub-Lessor has assigned, unto Kanjur Society, land admeasuring 53,609.50 square yards equivalent to approximately 44,822.90 square meters and more particularly described in the Second Schedule thereunder written, on the terms and conditions more particularly stated therein ("Leasehold Land B"). The Leasehold Land B was appropriated within the meaning of the said Act. Under the Second Sub-Lease, there are no restrictions on transfer or assignment of the Leasehold Land B. The Leasehold Land A and the Leasehold Land B shall, collectively, be referred to as the "Larger Leasehold Land".
3. By and under the Indenture of Conveyance and Assignment, the Kanjur Society assigned unto and in favour of CG, a portion of the Larger Leasehold Land admeasuring 76,625.5 square yards equivalent to 64,058.918 square

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meters and more particularly described in the Third Schedule thereunder written, on the terms and conditions more particularly stated therein ("Leasehold Land").

4. The said Act came into force and the provisions of the said Act became applicable to the Village of Kanjur from 1st March 1952. The Village of Kanjur is specified in the Schedule to the said Act and hence the village of Kanjur is an estate as defined under the said Act. On a reading of the provisions of Section 4(b) of the said Act, it appears that the intention of the said Act was to vest the Government such waste lands, as originally vested in the estate-holder (as defined in the said Act) which were not appropriated or brought under cultivation before 14th August 1951 by such estate-holder. In the present case, as mentioned above, as the Larger Leasehold Land was appropriated land within the meaning of the said Act, the same continued to be vested in the Sub-Lessor.
5. Therefore, in light of what is stated above, CG is entitled to the Freehold Land and CG Leasehold Land, on the terms and conditions mentioned in the Indenture of Conveyance and Assignment. We have perused a copy of the fresh certificate of Incorporation dated 2nd August 1966 issued by the Office of the Registrar of Companies which records that the name of Crompton Parkinson (Works) Limited had been change to Crompton Greaves Limited.
6. CG has declared that, to the best of its knowledge, no breach has been committed by CG of the terms and conditions of the First Sub-Lease or the Second Sub-Lease and no notice of default or termination has been received by CG from the Sub-Lessor (or its successors-in-title). CG has also declared that the rent for the financial year ending 31st March 2013 and 31st March 2014 have somehow not been accepted by the Sub-Lessor and were therefore sent by registered post. The letters were returned to CG, without assigning any reason. CG has declared that, other than as mentioned above herein, rent for all the previous years was duly paid and accepted by the Sub-Lessor.
7. Indenture dated 26th August 1957 executed between Kanjur Society and CG [then known as Crompton Parkinson (Works) Private Limited] whereby an indemnity of title has been granted by Kanjur Society in favour of CG as specified therein in respect of a portion of the Larger Land as specified therein.



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8. By and under an Indenture dated 27th April 1958 between the Kanjur Society and CG (then known as Crompton Parkinson (Works) Private Limited) and registered with the office of the sub-registrar of assurances under serial no. 1484 of 1958, Kanjur Society has granted a covenant in favour of CG for production of title deeds, as specified therein.



OTHER AGREEMENTS WITH RESPECT TO THE LARGER LAND

1. By and under an Agreement dated 15th April, 2005 executed by and between CG (therein referred to as Vendors) of the First Part and Sea Lanes Shipping Services (herein referred to as Purchasers and hereinafter referred to as "Sea Lanes Shipping Services") of the Second Part and registered with the office of the Sub-Registrar of Assurances at Serial No. 2302 of 2005, CG has sold, transferred and assigned land bearing Survey No. 53, CTS No. 1013 (Part), Village Kanjur, Kanjur (East), Mumbai - 400 042 Suburban Ward No. S admeasuring approximately 1,172.918 square meters in favour of Sea Lanes on the terms and conditions more particularly mentioned therein ("Sea Lanes Freehold Land Agreement").
2. By and under an Agreement dated 15th April, 2005 executed by and between CG (therein referred to as the Assignors) of the First Part and Sea Lanes (herein referred to as Sub-Lessees) of the Second Part and registered with the office of the Sub-Registrar of Assurances at Serial No. 2303 of 2005, CG has assigned land bearing Survey No. 53, CTS No. 1014 (Part), Village Kanjur, Kanjur (East), Mumbai - 400 042 Suburban Ward No. S admeasuring approximately 1090.919 square meters to Sea Lanes on the terms and conditions more particularly mentioned therein ("Sea Lanes Leasehold Agreement"). By and under the Sea Lanes Freehold Agreement and Sea Lanes Leasehold Agreement land collectively admeasuring 2263.837 square meters has been sold or assigned, as the case may be to Sea Lanes ("Sea Lane Land").
3. On the basis of the declaration of CG and Architect's Certificate, the Sea Lanes Land does not form part of the said Land. The Sea Lanes Land bears CTS No.1013 (part) and 1014 (part), which do not form part of the said Land.

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4. By and under a Railway Private Siding Agreement dated 24th January, 1992 executed between the President of India acting through the Central Railway Administration (therein and hereinafter referred to as "the Railway Administration") of the Firs. Part and CG (therein referred to as the Applicant of the Second Part, the Railway Administration agreed to construct on the land of the Railway Administration and partly on the land of CG a railway siding in the manner provided therein. In the notification dated 27th July 2010 issued by the Central Railway, it is recorded that with effect from 24th July 2010 the Crompton Greaves Limited siding served by Bhandup-Kanjurmata on Mumbai division had been closed for all description of goods traffic. By a letter under a letter dated 9th April 2012 addressed by the Central Railway, Divisional Office to Ms. Priti Vyas, Deputy Manager, Crompton Greaves Limited, CG was informed that all permanent way materials such as tracks, wooden planks, weigh-bridge etc. of sidings within the premises of CG had to be removed by CG. On the basis of the declaration of CG and the Architect's Certificate, the railway siding did not form part of the said Land.



F. LITIGATION

CG has declared that, to the best of its knowledge, there is no pending or threatened litigation with respect to the said Land and/or against CG, which may affect the said Land in any manner. We have relied on the declaration of CG with respect to the same.

G. ULC ORDERS

1. The following orders have been passed under the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act") with respect to the said Land: -

- a. By and under an order dated 30th December 1993 passed by the Government of Maharashtra, Housing and Special Assistance Department in favour of CG, the Government of Maharashtra, Housing and Special Assistance Department granted exemption to CG under section 20 (1) of the ULC Act for construction of various works as specified therein ("Original Residential Land Order"), on the terms and conditions as stated therein. A corrigendum dated 6th October 1998 ("the Corrigendum") was issued by the Government of Maharashtra,

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Housing and Special Assistance Department to the Original Residential Land Order pursuant where to certain amendments were made to the Original Residential Land Order as specified therein, on the terms and conditions as stated therein. The Original Residential Land Order and the Corrigendum are hereinafter collectively referred to as "the Residential Land Orders";



Pursuant to a statement filed by CG under section 6 of the ULC Act, by and under an order dated 6th August 1999 passed by the Additional Collector and Competent Authority, ULC Act ("the Competent Authority") in respect of, inter-alia, the said Land, an area admeasuring 2003 square metres was declared as surplus vacant land ("Surplus Vacant Land") for the reasons mentioned therein ("the J(4) Order");

- c. Thereafter, correspondence was exchanged between CG and Joint Director of Industries, the Competent Authority and the Urban Development Department, Government of Maharashtra with respect to the Surplus Vacant Land under the 8(4) Order;
- d. A notification dated 30th May 2005 was issued by the Government of Maharashtra stating that the Surplus Vacant Land vested with the Government of Maharashtra with effect from 6th June 2005. A notice dated 6th October 2006 was issued by the Government of Maharashtra under section 10(5) of the ULC Act, wherein the Government of Maharashtra called upon CG to surrender the Surplus Vacant Land to the City Survey officer on 6th November 2006;
- e. Pursuant to the aforesaid notice dated 6th October 2006 issued by the Government of Maharashtra, CG filed an appeal under section 33 of the ULC Act before the Additional Commissioner, Konkan Division, Mumbai. By and under an order dated 30th November 2006 passed by the Additional Commissioner, Konkan Division, Mumbai, the appeal filed by CG was partly allowed and the proceedings under section 10 of the ULC Act were set aside and the matter was remanded to the Competent Authority for fresh enquiry;

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