Receipt (payli)

520/8817

Tuesday April 02,2024

8:49 AM

पावती

Original/Duplicate

दिनांक: 02/04/2024

नोंदणी क्र. :39म

Regn.:39M

गावाचे नाव: कांज्र

इस्नऐबजाचा अनुक्रमांक: करल5-8817-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अमोल शहाजी घाडगे

नोंदणी फी

दस्त हाताळणी फी

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₹. 4500.00

DELIVE हिंदी मंख्या: 225

गक्गा:

पावनी क्रं.: 9305

म, 34500.00

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वाजार मुल्य: रु.12357203.59 /-

मोबदला रु.15442727/-

भरतेले मुद्रांक शुल्क : रु. 927000/-

सह दुख्यम निबंधक कि -कुर्ला क्र. 5

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

**डीडी/धनादे**श/पे ऑर्डर क्रमांक: 0424016713649 दिनांक: 02/04/2024

वॅकेचे नाव व पनाः

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

**दीदी/धना**देश/पे ऑर्डर क्रमांक: 0424018213687 विनोक: 02/04/2024

वंकचे नाव व पना:

3) दयकाचा प्रकार: DHC रक्कम: रु.500/-

**डीही/धनादेश/**पे ऑर्डर क्रमांक: 0424019513718 दिनांक: 02/04/2024

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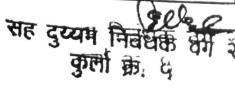
**बॅबेचे नाव** व पत्ताः

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

**द्दीदी/धनादेश/**पे आर्डर क्रमांक: MH000044822202425E दिनांक: 02/04/2024

वंकेचं नाव व पनाः

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Sale Resale of built up I	roperty constructed after	r circular di 02/01/201	8			
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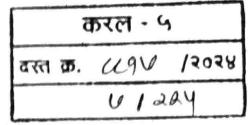


#### CHALLAN MTR Form Number-6

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Name	KRL2_JT SUB RE	GISTRAR KURLA I	NO 2	Full Name	Α	MOL SHAHAJI GHADGE		
eri .	MUMBAI	44000						
	2024-2025 One Ti	me		Flat/Block N	lo. F	LAT NO. 4806, 48TH FLC	OOR, TOWER NO.11,	
				Premises/B	uilding R	UNWAL FORESTS		
	Account Head De	etails	Amount In Rs.					
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	-			SecondParty	/Name=V		TINGS LIMITED~	
				Amount In	Nine Lakh	Fifty Seven Thousand Rup	ees Only	
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nt ID :
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is challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
न केंद्रळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु

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#### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 62 day of 42 all 2024

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#### BETWEEN

WHEELABRATOR ALLOY CASTINGS LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having its Corporate 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. Y Los Los Authorized under Board Resolution/ POA dated 28 12 2022 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

Brish

#### AND

AMOL SHAHAJI GHADGE having his/her/their address at FLAT NO. 12, D-1 BLDG, SIDDHIVINAYAK C.H.S., PLOT-47, SECTOR-8, SANPADA, NAVI MUMBAI- 400705, MAHARASHATRA, INDIA 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 in case of an individual his/her/their heirs, executors, administrators and permitted assigns and 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 surviving member of the HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and the heirs, executors of them and the heirs, executors of them and in case of a body corporate/company permitted assigns) of the OTHER PART.

#### WHEREAS:

- A. By diverse deeds and documents M/s Neosym Industry Ltd., (for the known as The Indian Smelting and Refining Co. Ltd.,) ("Neosym") was seized as essential according to therwise well and sufficiently entitled to all that pieces and admeasuring about 61,665.60 square meters, bearing CTS Nos. 596, 59671-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605, 605/-17, 606, 606/1-83, 607A, 607/1-31 and 607D situated at Village Kanjur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the buildings and other structures standing thereon, lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai-400078 and more particularly described in the First Schedule hereunder written (hereinafter referred to as the "Larger Land") and delineated in Blue colour boundary line on plan annexed hereto and marked as Annexure "A".
- B. By and under a Deed of Transfer of Undertaking dated 1<sup>st</sup> August, 2012 ("**the DTU**") executed between Neosym of the One Part and the Promoter of the Other Part and registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. BDR-3/7504 of 2012, the Promoter purchased and acquired from Neosym the Larger Land for the consideration and on the terms and conditions set out therein.
- C. By virtue of the DTU, the Promoter is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Larger Land.
- D. On an application made by the Promoter, the Government of Maharashtra vide its orders dated 11<sup>th</sup> July, 2013 and 4<sup>th</sup> March 2014, permitted the Promoter to close down the factory and also vide order dated 20<sup>th</sup> August, 2013, the Commissioner of

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Labour Govt of Maharashtra has issued a no-objection certificate (NOC) in respect of the Larger Land.

The Municipal Corporation of Greater Mumbai ("MCGM") has changed the user of the Larger Land from Industrial to Residential / Commercial purposes by its letter bearing E. reference No. CHE/31275/DPES dated 15th January 2014.

The details with respect to the litigations pending with respect to the Larger Land are annexed hereto and marked as Annexure "B" and the encumbrances F. affecting the Larger Land are annexed hereto and marked as Annexure "C". 

By virtue of the aforesaid, the Promoter is entitled to construct buildings on the G. Larger Land in a phasewise anners sign

The Promoter is flow developing /redeveloping 3 (Three) towers/wings of a building known as Tower No. 9, Tower No. 10, and Tower No. 11 on a portion of the Larger (Plinth Area) ("the said Land") (the H. Th Latin admeastining) 1831.43 square metres (Plinth Area) ("the said Land") (the salt and is more particularly described in the Second Schedule hereunder write and delineated in Red colour boundary line and the 3 (Three) Towers washed in Red colour boundary line on the plan annexed hereto and market "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 on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued a Certificate of Registration bearing No. P51800001137 dated 26/07/2017 ("the RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "D" hereto.

- The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate 1. 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 principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below:
  - The name of the Real Estate Project shall at all times be 'Runwal Forests' (i) (in common along with such other phases of the Whole Project as the Promoter may deem fit). The Real Estate Project consists of 3 (Three) Wings/Towers which are Tower No. 9, Tower No. 10, and Tower No. 11. (ii)
  - The details of each tower/wing are as followings:

Jel.

- Tower No. 9 of the Real Estate Project is proposed to be up to 53 No. of a slabs of Super Structures (proposed 50 habitable floors each), of which slabs of Super Structures (proposition of which habitable floors sanctioned are as per approval annexed hereto; and; b.
- Tower No. 10 of the Real Estate Project is proposed to be up to 58 No. of slabs of Super Structures (proposed 55 habitable floors), of which of slabs of Super Structures (Proposition of slabs of

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Tower No. 11 of the Real Estate Project is pro of state of Super Structures (proposed 55 to

which habitable floors sanctioned are as per approval anneved hereto

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 THE SUR PL CIST

Total FSI of 75,888.55 square meters has been proposed wor consumpting if the construction and development of the Real Estate Project (0 pe consume in the following manner

a The total FSI of 20,718.11 square meters consumption in the construction and development Real Estate Project. The Promoter shall eventual FSI of 20,718.11 square meters in the construction of Tower No. 9 as per the terms of sanction and approval that may be granted from time to time;

- b. The total FSI of 27,990.67 square meters has been proposed for consumption in the construction and development of Tower No. 10 of the Real Estate Project. The Promoter shall eventually consume the total FSI of 27,990.67 square meters in the construction and development of Tower No. 10 as per the terms of sanction and approval that may be granted from time to time; and
- c. The total FSI of 27,179.77 square meters has been proposed for consumption in the construction and development of Tower No. 11 of the Real Estate Project. The Promoter shall eventually consume the total FSI of 27,179.77 square meters in the construction and development of Tower No. 11 as per the terms of sanction and approval that may be granted from time to time.
- 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 ("Real Estate Project Amenities").
- The common areas, facilities and amenities in the Whole Project that may be (vi) usable by the Allottee and are listed in the Fifth Schedule hereunder written ("Whole Project Amenities") which may be used by the Allottee after the proposed development of the Larger Land is completed.
- (vii) 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 Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites 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.
- (viii) 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, · / · /

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may lay and provide the necessary infrastructure such as wires, pipes wires, meters, antennae, base sub-stations, towers etc.

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The details of formation of the Society, and, conferment of title upon the grade with respect to the Real Estate Project, are more particularly epecified in Clause 13 & 14 below.

(x) A copy of the Intimation of Disapproval (IOD) bearing No. CE/1375/BPES/AS dated 6th September, 2014 and updated Commencement Certificate (CC) bearing No. CHE/ES/1458/S/337(NEW) issued by the Municipal Corporation of Greater Mumbai, are also included as part of the RERA Certificate at Annexure "D" hereto.

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.

The principal and material aspects of the development of the Larger Land ("Whole Project") as disclosed by the Promoter are briefly stated below:-

(i) Agree of the Larder Land to be developed in a phase-wise manner is 61,605 50 supermeters.

- The area of the Proposed Real Estate Project is total FSI of 75,888.55 square meters (including sanctioned/ consumed and proposed FSI).
- b. In accordance with the approvals/ sanctions issued by the Municipal Corporation of Greater Mumbai and / or other Competent Authority(ies), the Promoter has constructed 8 (eight) towers in in addition to the Real Estate Project on a portion of the Larger Land. The Promoter may construct additional towers on the balance portion of the Larger Land to fully utilize the FSI potential of the Larger Land. ("Proposed Wing").
- (ii) The Allottee has perused a copy of the Proposed Layout Plan ("Proposed Layout") which specifies, inter alia, the location of the new/future/further buildings/towers/wings to be built on the Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Larger Land ("Proposed Potential"). The Proposed Wings are washed in Grey colour boundary line on the plan annexed hereto and marked as Annexure "A".
- (iii) As mentioned in the Recitals above, the Whole Project Amenities that may be usable by the Allottees are detailed in the Fifth Schedule hereunder written.
- (iv) The Proposed common areas and facilities, including Podium, Club-House, Swimming-Pools, Gymnasiums etc. shall be available to and usable by the allottees/occupants, as and when handed over, of the Whole Project.
- Proposed Wing of the Whole Project (including on the terrace and basement levels of such towers 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 undertaken by the other allottees in the Whole Project. Such designation may be method. For this purpose, the Promoter may lay and provide the necessary stations, towers etc.

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(vi) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Layout, as amended from time to time

(vii) 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 buildings/towers/wings as may be developed from times The Promote shall also be entitled to place, select, decide hosping/pears sites and the entitled to a full and free right of way and means and access it such reaches or places for the purpose of repair, painting or changing the logotheigns

(viii) The Promoter shall be entitled to confer title of a patternar towertwing to such Other Societies, as mentioned at Clause 14 below

The details of formation of the Apex Body, and, confernation of the Apex Body, and, confernation Apex Body with respect to the Larger Land and all common are and amenities, basements, podiums and other spaces and areas on the Larger Land are more particularly specified in Formation of the Apex Body Clause below.

- The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land remaining after handing over the stipulated percentage if any, to the MCGM or any other statutory authority and/or after developing public amenities, would be available for transferring to the Apex Body. A list of the amenities and reservations affecting the Larger Land is set out in the Proposed Layout.
- The nature of development of the Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (xii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules, as amended from time to time.
- (xiii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time
- (xiv) The Promoter will be entitled to develop the Larger Land 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.
- (xv) The name of the Whole Project shall at all times be 'Runwal Forests'

The above details and further aspects of the proposed future and further development of the Larger Land, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in and are annexed with the RERA Certificate at Annexure "D" hereto ("Proposed Future and Further Development of the Larger Land").

The Allottee/s is/are desirous of purchasing a residential premises / flat bearing No. 4806 on the 48th floor of Tower/Wing T11 of the Real Estate Project

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as in the basement ty service ces (such on) to be n may be ich other ecessary se sub( said Premises").

The Richard has entered into standard Agreement/s with an Architect registered in the standard Agreement is as per the Agreement prescribed by the douncil of Architects.

- N. 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.
- O. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the remoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- P. Chandroon 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, Messrs. Aakar Architects & Changes and of such atter documents as are specified under the RERA and the tales and Regulation made thereunder, including inter-alia the following:
  - (i) All apprecies 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, IOD, C.C., 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 viz. diverse deeds and documents whereby Neosym acquired the Larger Land and Deed of Transfer of Undertaking dated 1<sup>st</sup> August, 2012;
  - (iii) All the documents mentioned in the Recitals hereinabove;
  - (iv) Title Certificate M/s Kanga & Company, Advocates & Solicitors and Mr. S.K. Dubey Advocate, High Court ("Title Certificate"), certifying the right/entitlement of the Promoter, copies whereof are annexed hereto and collectively marked as Annexure "E"; and;
  - (v) The certified true copies of the Property Register Card for the Larger Land, which are annexed hereto and marked as Annexure "F".
- Q. An authenticated copy of the plan of the Premises, is annexed and marked as Annexure "G" hereto.
- R. While sanctioning the plans, approvals and permissions as referred to 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 Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- S. Further, (i) the requisite approvals and sanctions, for the 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 process of being obtained and/or obtained by the Promoter.

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Estate Project to twith the Allottee thereof.

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Solicitors and Mr. S.K. cate"), certifying the re annexed hereto and

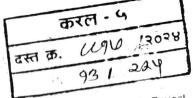
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ssions as referred to ertain terms, conditions, and performed by the on due observance and id Building Completion inted by the competent

velopment of the Real and are being obtained ory authorities as may e applied for and/or in

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- T. 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.
- 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 the with respect to, (i) the title of the Promoter to develop the with respect to, (ii) the title of the Promoter to develop the permissions (including IOD and CC) obtained till date and (iii) the promoter permissions (including IOD and CC) obtained till date and (iii) the promoter permissions (including IOD and CC) obtained till date and the project and construct the Real Estate Project thereon as mentioned in this Agreement including in the Recitalsabove and applicable law and the premises therefore the Allottee undertake(s) that he/she/ii/they has/have the project and consummate the transaction.
- V. The carpet area of the said Premises as defined under the provisions of RERA, is 57.19 square meters equivalent to 615.59 sq. feet carpet area plus 0.00 square meters balcony area, if any.
- W. 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.
- X. 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. 154427271- (Rupees One Crore Fifty Four Lakhs Forty Two Thousand Seven Hundred Twenty Seven 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. 15442681- (Rupees Fifteen Lakhs Forty Four Thousand Two Hundred Sixty Eight 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).
  - Y. 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.
  - Z. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking as set out herein below.
- AA. The list of Annexures attached to this Agreement are stated hereinbelow,-

Annexure "A"	(Plan demarcating (i) the Larger Land in Blue colour boundary line, (ii) the said Land in Blue colour boundary line and (iii) the <a href="9,10,11">9,10,11</a> towers/wings of the Real Estate Project washed in Red colour.
Annexure "B"	Details of Litigation in Larger Land
Annexure "C"	List of Encumbrances in Larger Land
Annexure "D"	RERA Certificate & Copy of IOD & CC
Annexure "E"	Title Certificate issued by Advocates
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	Certified true copy of Property Register
AS Clannevure "1"	Card/Larger Land Plan of the said premises
AND AUTO TO	Payment schedule Copy of Proposed amended Plan
ONLYheristo I	Copy of Proposed S.

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

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.

The Branter shall construct the Real Estate Project being the 3 (Three) Toyoth Wings known as Tower No. 9, Tower No. 10, and Tower No. 11, each Tower Wing consisting of such floors as set out in the Recitals above and the Project written in accordance with the plans, designs and predications as referred hereinabove, and as approved by the MCGM from time time. The Real Estate Project shall have the common areas, facilities and analities that may be usable by the Allottee and are listed in the Fourth Schedule in the Fourth Schedule in the Fourth Schedule

PROVIDED 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 Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. 4806 of the 2 BHK type admeasuring 57.19 square meters equivalent to 615.59 sq. feet carpet area plus 0.00 square meters balcony area as per RERA on the 48th floor in the Tower/Wing T11 (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. 15442727/- (Rupees One Crore Fifty Four Lakhs Forty Two Thousand Seven Hundred Twenty Seven Only).
- (ii) The Promoter shall provide to the Allottee absolutely free of any consideration, cost, charge and/or fee, permission to park [1] ([ONE]) 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 including car parking space is Rs. 15442727/- (Rupees One Crore Fifty Four Lakhs Forty Two Thousand Seven Hundred Twenty Seven Only) ("the Sale Consideration"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty 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.1544268/- (Rupees Fifteen Lakhs Forty Four Thousand Two Hundred Sixty Eight Only) as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of

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Two Two o pay on of Rs.13898459/- (Rupees One Crore Thirty Eight Lakhs Ninety Eight Thousand Four Hundred Fifty Nine Only) in the manner and payment instalments more particularly set out in Annexure "H" 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 "H", then the Promoter shall be entitled to raise demand for payment towards such completed milestone/s along certificate certifying the completeness thereof and the Allotte's condentake/s to make payment of the same

the Bank Account No. 57500000167232 maintained with HDFC Bank, Signature of the Bank Account No. 57500000167232 maintained with HDFC Bank, Signature of the Bank Account of the Bank Account of the Bank Account of the Bank Branch with IFSC Code HDFC0000163 ("the RERA and the RERA Consideration shall be transferred in the 57500000167258 maintained with HDFC Bank, SIO Code HDFC0000163 ("the RERA Account"). It is further clarined between the parties that, if more than 10.0% Sale Consideration has already been received by the Promoter, then as the case may be, the balance Sale Consideration shall be paid by the Allottee in the said Account.

- (vi) 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.
- (vii) The Sale Consideration is escalation-free, save and escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (viii) 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 executed 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

the Real Estate Project that may be usable by the Allottee and are listed in the Fourth Schedule hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6 FSI, TDR and development potential with respect to the said Tower/Wing on the said Land

The Allottee hereby agrees, accepts and confirms that y develop the Real Estate Project (including by utilization of the fall development potential) in the manner more particularly detailed in the Bentals are and alive plans and specifications pertaining thereto and the Allo the has agreed to purch gights of the Promoter the said Premises based on the unfettered and veste KANE TEST TOWN this regard. The Promoter has informed the Allottee th likely to be increased under the provisions of Developm 2034 which will result in the number of floors in Tower 10 PRESULT habitable floor. The Promoter has informed the Allottee that the Prom process of applying for amended plans for the additional floors upto 61st floor. A copy of the proposed amended plan showing increase of floors of Tower 10 upto 61st floor is annexed herewith as Annexure "I". The Promoter has further informed the Allottee that once the amended plan is issued by MCGM the Promoter shall upload the same on the website of RERA. The Allottee is aware of the above increase in number of floors of Tower 10 upto 61st floor and has accepted the same and is accordingly executing this Agreement.

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

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in a phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above and as depicted in the layout plans, proformas and specifications at Annexure "A" 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 of the proposed Real Estate Project of the Larger Land.

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

- (i) The Promoter shall give possession of the Premises to the Allottee on or before JUNE 30, 2026 ("Possession Date") with grace period of 12 (twelve) months. 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) Any force majeure events;
  - (b) Any notice, order, rule, notification of the Government and/or other public or 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



# THE SECOND SCHEDULE ABOVE REFERRED TO:

CL9V /2028(Description of the said Land)

these pieces and parcels of land admeasuring 1831.43 mtrs (Plinth area) forming pan दस्त क्र. of the larger and as mentioned in the First Schedule hereinabove.

# THE THIRD SCHEDULE ABOVE REFERRED TO:

(Details of the number of floors/units etc. in the Real Estate Project-Tower wise)

Γ	Tower No.	Total No. of	Nos of floors
	**	Flat/Units	
	Tower 9	<u>191</u>	52 No's of slabs of Super
	THE PLAN		Structures (50 Habitable floors)
	awer 10	466	63Nos of slabs of Super
	C. A. S. A.		Structures (61Habitable floors)
	Tower 11	466	63 Nos of slabs of Super
11(			Structures (61 Habitable floors)
1	Grand Total	1123	
12	1 10 10 20 0 20 1 1 1 1 1 1 1 1 1 1 1 1	7	

# 전투 FOURTH SCHEDULE ABOVE REFERRED TO:

Details of the common area facilities in the Real Estate Project)

#### **Building Amenities**

- Entrance lobby in each tower at drop off level
- DG back up for emergency services only
- 2 staircase per tower for emergency exit
- Multiple level Parking
- High-speed Elevators in each tower Brand: Schindler, Otis or equivalent

# THE FIFTH SCHEDULE ABOVE REFERRED TO:

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

#### **External Amenities**

- Common Parking
- Common Basement
- Recreational Open Space
- RG Area
- Controll

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- Cricket pitch
- Putting green
- Yoga Zone
- Senior citizen area

#### THE SIXTH SCHEDULE ABOVE REFERRED T

(Description of the Flat/Premises)

All that piece and parcel of the Flat/ Unit being No.4806 on 48th por admedisuring 6153 sq. ft. carpet area and (equivalent to 57.19 sq. mtrs.) in Tower ho 111 plus 0.00 squa metres balcony area and also 1 (ONE) Car parking constructed or to be constructed the Larger property as described in the First Schedule hereund

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THE SEVENTH SCHEDULE ABOVE REFERRED TO

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

#### Internal amenities for 1 BHK/ 1 .5 BHK /2 BHK

- Vitrified flooring in Living, Dining, Bedrooms and Kitchen -Kajaria/Nitco/RAK/Simpolo or equivalent
- Branded CP fittings and sanitary ware American Std/Kohler/Grohe or equivalent
- Polished granite kitchen platforms with stainless steel sink Nirali/Franke/Futura or equivalent
- Acrylic /Plastic paint with gypsum finish walls Asian Paints, Nerolic, New World or equivalents.
- Exhaust fan in toilet and kitchen Indo/GMC or equivalent
- Powder coated aluminum windows Gindal/Bhoruka/Sapa/Global/Gulf or equivalents.
- Solid Flush Door shutter front side veneer finish & laminated finish on backside for main door - Asian/Shreeji/Kaamdhenu or equivalent
- Solid Flush Door shutter laminate finish for Bedrooms & toilets -Asian/Shreeji/Kaamdhenu or equivalent
- Bathroom dado tiles up to door height Kajaria/Nitco/RAK/Simpolo or equivalent
- Kitchen dado tiles 2 feet above kitchen platform Kajaria/Nitco/RAK or equivalent

#### Internal amenities for 3 BHK

- Polished granite kitchen platforms with stainless steel sink Nirali/Franke/Futura or equivalent.
- Air-conditioners in Living and Bedrooms Videocon/Voltas/Onida or equivalent.
- Agglomerate marble flooring in the living room, dining, passage Kalinga/Johnson/Asian or equivalent.
- Vitrified flooring in other bedrooms, kitchen, deck Kajaria/Nitco/RAK or equivalent.
- Luster paint with gypsum finished walls Asian Paints, Nerolic, New World or equivalents.
- Height of 11ft slab top to slab top (unfinished).
- Branded CP fittings and sanitary ware American Std/Kohler/Grohe or equivalent
- Solid Flush Door shutter front side veneer finish & laminated finish on backside for main door.
- Solid Flush Door shutter laminate finish for Bedrooms & toilets -Asian/Shreeji/Kaamdhenu or equivalent.
- Powder coated aluminum windows Gindal/Bhoruka/Sapa/Global/Gulf or equivalents.
- Bathroom dado tiles up to door Height Kajaria/Nitco/RAK or equivalent
- Exhaust fan in toilet and kitchen Indo/GMC or equivalent.
- Kitchen dado tiles 2 feet above kitchen platform Kajaria/Nitco/RAK or equivalent.



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SIGNED AND DELIVERED By the within named PROMOTER WHEELABRATOR ALLOY CASTINGS LTD.

WHEELABRATOR ALLOY

CASTINGS LTD.

Director/Authorised Signatory.



By hand of its Director/ Authorized Signatory

vikas bobade

SIGNED AND DELIVERED By the within named ALLOTTEE/S

AMOL SHAHAJI GHADGE

in the presence of

RECEIVED of and from the Flat/Unit Allottee/s /s above named the sum of

Rs.1544268/- (Rupees Fifteen Lakhs Forty Four Thousand Two Hundred Sixty Eight Only)

as advance payment or deposit paid by The Allottee/s to the Promoter



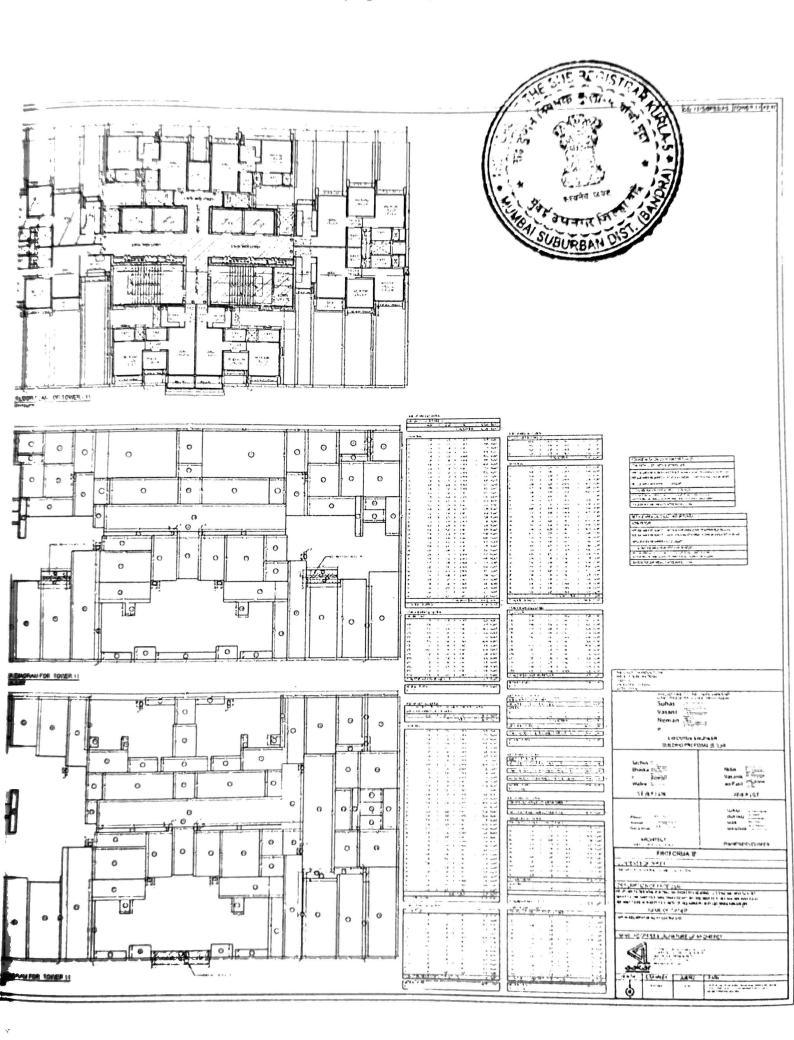
We say received

FOR WHEELABRATOR ALLOY

CASTINGS LTD

Director/Authorized Signatory





C - 3



#### MUNICIPAL CORF DRATION OF GRE

#### FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANN

No CHE/ES/1458/S/337(NEW)/FCC/9/Amend

COMMENCEMENT CERTIFICATE

LABRATOR ALLOY CASTINGS LIMITED arg, Near Mangtram Petrol Pump, Bhandup Mumbai.

With reference to your application No. CHE/ES/1458/S/337(NEW)/FCC/9/Amend Dated. 18 Dec 2018 relopment Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra al and Town Planning Act, 1966, to carry out development and building permission under Section 346 no ew) dated 18 Dec 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building pment work of on plot No. - C.T.S. No. 596, 596/1-6, 597, 597/1-7,598, 598/1-3, 599A, 599A/1-81, 601, 2/1-9, 603, 604, 605, 605/1-17, 606, 606/1-83, 607/1-31, 607A, 607D Division / Village / Town Planning e No. KANJUR-W situated at LBS Marg Road / Street in S Ward Ward.

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

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

That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

This permission does not entitle you to develop land which does not vest in you.

This Commencemen. 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.

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.
- 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.

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.

• Municipal Commissioner has appointed Shri. AE BP S&T ward Assistant Engineer to exercise his and functions of the Planning Authority under Section 45 of the said Act.



# BRIHANMUMBAI MUNICIPAL CORPORATION Amended Plan Approval Letter

File No. CHE/ES/1458/S/337(NEW)/337/24/AMEND dated

MEET G. PAWAR
TYANARAYAN PRASAD
MMERCIAL CENTER, GROUND
OOR, DAYALDAS ROAD, VILE
RLE EAST, MUMBAI-400057.

CC (Owner), WHEELABRATOR ALLOY CASTINGS LIMITED LBS Marg, Near Mangtram Petrol Pump, Bhandup (West), Mumbai.

bject: Proposed building on plot bearing CTS No. 596, 596/1-6, 597, 597/1-7,598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605, 605/1-17, 606, 606/1-83, 607/1-31, 607A, 607D of village Kanjur, At LBS Marg, Kanjur(W), Mumbai.

iference: Online submission of plans dated 11.01.2024

ar Applicant/ Owner/ Developer,

ere is no objection to your carrying out the work as per amended plans submitted by you online under reference for which impetent authority has accorded sanction, subject to the following conditions.

- That the compliance of the conditions mentioned in this office Intimation of Disapproval under even No. dated 06/09/2014 and amended plan approval letter under even No. dated 13/04/2016. 08/09/2016. 07/04/2017. 13/06/2017. 19/07/2017. 16/10/2017. 14/12/2017. 13/11/2018. 03/03/2019. 15/01/2020. 08/07/2020. 05/12/2020. 20/05/2021. 05/07/2021. 22/12/2021. 14/07/2022. 11/11/2022. 13/02/2023. 18/08/2023 and 31/10/2023 shall be complied with.
- 2) That the revised R.C.C. design & calculations and Methodology as per the amended plans should be submitted through the registered structural engineer before starting the work.
- 1) That the No Dues pending from A. A. & C. 'S' Ward shall be submitted.
- That the No Dues pending from A.E.W.W. 'S' Ward shall be submitted.
- That the C.C. shall be got endorsed as per approved amended plans.
- 5) That the CC for BUA equivalent to 10% shall be requested only after payment of all Installment.
- 7) That the C.C. shall be got endorsed as per the amended plan.
- 3) That the valid Janata Insurance Policy shall be submitted,
- 3) That the requisite payments of fees, deposits, premium etc, shall be paid & also the installment schedule shall be strictly followed as per competent authority's sanction.

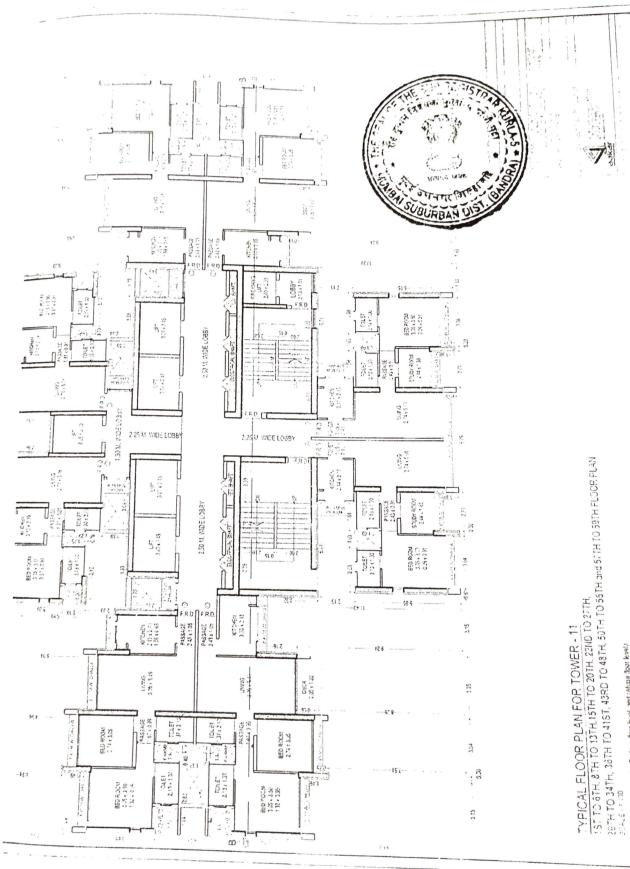
3-Sep-2023

of Local Authority

S Ward Ward

n of Greater Mumbai

er. Building Proposal



Sebuding Ground (st Podium foot level and rehige Boot level)

करल - ५ दरत क. ८५७ /२०२४ ५६ / २४५



Maharashtra Real Estate Regulatory Author

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

is registration is granted under section 5 of the Act to the following project und

oject Runwal Forests Tower 9 - 11 , Plot Bearing / CTS / Survey / Final Plot No. Pt. 256 598,599A,601-6.607A607D596/1-6,597/1-7,598/1-3,599A/1-81,602/1-9,605/1-17,606/1-83,607/1-31 at Kurla, Kurla, Mumbai aburban, 400078:

- 1. Wheelabrator Alloy Castings Limited having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400078,
  - This registration is granted subject to the following conditions, namely:-
    - The promoter shall enter into an agreement for sale with the allottees:
    - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
    - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
      - That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 26/07/2017 and ending with 30/06/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act road 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

f 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 inder.

Signature valid
Digitally Signed by
Dr. Vasan Fremanand Prabhu
(Secretor, MahaRERA)
Date:09-09-2021 21:01:20

ANNEXURE

करल - ५ UDV /२०२४ दस्त क.



Maharashtra Real Estate Regulatory Auty

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

Proposit Runwal Forests Tower 9 - 11. Plot Bearing / CTS / Survey / Final Plot No.: Pt.596-598,599A,601-\$6.637A607D596/1-6,597/1-7,598/1-3,599A/1-81,602/1-9,605/1-17,606/1-83,607/1-31 at Kurla, Kurla, Mumbai Suburban, 400078.

- 1. Wheelabrator Alloy Castings Limited having its registered office / principal place of business at Tehsil: Kurla,
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter snall content 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 c´the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 26/07/2017 and ending with 31/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there

Signature valid Digitally Signed by Dr. Vasant remanand Prabhu (Secretary, MahaRERA) Date 04-03-2021 06.40:31

nx05.16455 2013 14 \$3000 From \$ 14 Pages 17111 785 1:C-18 Penni m replying please quote ∖σ. Valid upto .88 and date of this letter Intimation of Disapproval under Section 346 of the Mun Municipal Corporation Act, as amended up to date. No. E.B./CE/ BS/A of 20 CE / 1375 / BPES / AS MEMORANDUM 0 6 SEP M/s. Wheelabrator Alloy Casting Ltd.

With reference to your Notice, letter No. .....

...... dated 29.03.2014

and delivered on

Proposed building on plot bearing C. T.S. No. 596, 596, 1 to 6, 597, 597,1 to 7, 598, 5987 1: b 3, 599A, 599A/ 1 to 81, 601, 602,,602/1 to 9, 603, 604,605, 605/1 to 17, 606, 608/1 t to me used to supple the street of A & 6070 of village klanyolo, at the walket to mandapower, without ding or work proposed to be creeted or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

6291

#### CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE (A) WORK BEFORE PLINTH C.C.

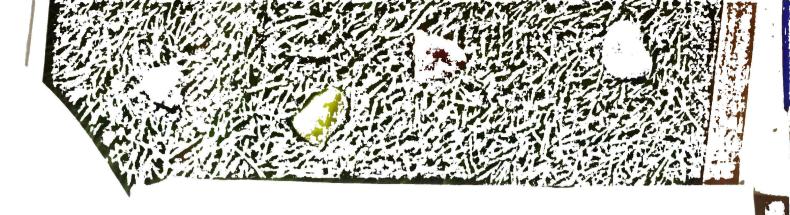
That the commencement certificate under Sec.45/69(1)(a) of the 1. M.R.& T.P. Act will not be obtained before starting the proposed work.

That the compound wall is not constructed on all sides of the plot clear 2. of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).

That the low lying plot will not be filled up to reduced level of at least 3. 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.

That the specification for layout/D.P./or access roads/development of 4. setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street light; and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.

Executive Engineer Building Proposal o/ (Eastern Suburbs.) -- IT



02/04/2024

सूची क्र.2

व्ययम निबंधक : सह दू.नि.कुर्ला 5

दस्त क्रमांक : 8817/2024 नोदंणी

Regn 63m

गावाचे शव: कांजर

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

15442727

(3) बाजारभाव(भाडेपटटबाच्या बाबनितपटटाकार आकारणी देतो की पटटेदार 12357203,59

(4) मृ-मायन, पोटहिस्सा व घरक्रमांक (असन्यास)

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: सदनिका नं: 4806, माळा नं: 48 वा मजला, इमारतीचे नाव: टॉवर नं. 11,रुणवाल फॉरेस्ट्स, ब्लॉक नं: भाड्रंप पश्चिम,मुंबई - 400078, रोड नं: एल.बी.एस.मार्ग, इतर माहिती: एक कार पार्किंग स्पेस सहित( ( C.T.S. Number : 596,596/1 TO 6, 597,597/1 TO 7, 598,598/1 TO 3, 599A, 599A, 1 TO 81, 601, 602/1 TO 9, 603, 604, 605,

605/1 TO 17, 606, 606/1 TO 83, 607A, 607A/1 TO 31 AND 607D;))

(5) क्षेत्रफळ

1) 62.93 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तांचज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी त्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा

आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त गोडणी केल्याचा दिनांक

(12)वाजारभावाप्रमाणे मुद्राक शुल्क

(11) अनुक्रमाक, खह व पृष्ठ

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शंग

1): नाव:-मेसर्स विलाब्रेटर आलॉय कास्टिंग्स लिमिटेड चे ऑथोराइज सिग्नेटरी - विकास बोबडे तर्षे, मुखत्यार -गणेश शेट्टी वय:-63; पत्ता:-प्लॉट नं: -, माळा नं: 4 था मजला , इमारतीचे नाव: रुणवाल एंड ओभकार ईस्क्वेअर, ब्लॉक नं: सायन चुनाभट्टी सिग्रलच्यासमोर सायन पूर्व,, रोड नः ऑफ. ईस्टर्न एक्सप्रेस हायवे, MAHARASHTRA, MUMBAI. पिन कोड:-400022 पॅन नं: AAACW0462F

1): नाव:-अमोल शहाजी घाडगे वय:-43; पत्ता:-प्लॉट नं: फ्लॅट नं:12 , माळा नं: -, इमारतीचे नाव: डी - 1 विल्डिंग, सिद्धिविनायक सि. एच. एस. , व्लॉक नं: प्लॉट - 47,सेक्टर - 8 सानपाड़ा, नवी मुबई , रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400705 पॅन नं:-AJGPG1700J

02/04/2024

02/04/2024

8817/2024

927000

30000

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्राक शुल्क आकारताना निवडलेला अनुच्छेद :- '

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

Rs.10



# Stantanianiania 15

SBIPACPC Bellever. Proavin Guikwold . CSSL) 10/4/24 7418840038 Amol-8237864406 3:30 Pm United (Pevel) पावती 520/8817 Original/Duplicate Tuesday, April 02, 2024 नोंदणी क्रं.: 39म 8:49 AM Regn.:39M पावनी क्रं.: 9305 दिनांक: 02/04/2024 गावाचे नाव: कांज्र ह्मावजाचा अनुक्रमांकः करल5-8817-2024 स्मांवजाचा प्रकार: करारनामा बद्ध करणाऱ्याचे नाव: अमोल शहाजी घाडगे नोंदणी फी ग. 30000.00 दस्त हाताळणी फी DELIVE हि किची मंख्या: 225 ₹. 4500.00 एकुण: স. 34500.00 अपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 908 AM ह्या बेळेस मिळेल.

वाबार मुल्यः रु.12357203.59 /-

मोबदाया र.15442727/-

भावन मुद्रांक शुल्कः : म. 927000/-

सह दुख्यम निबंधक किं-कुर्ला क्र. 5

1) तेवकाचा प्रकार: DHC रक्काम: रु.2000/-

डीजीअनादेश/पे ऑर्डर क्रमांक: 0424016713649 दिनांक: 02/04/2024

वॅदने नाव व पना:

2) विकास प्रकार: DHC रहास: र.2000/-

डीती/क्षेत्रोदेश/पं आर्डर क्रमांक: 0424018213687 दिनांक: 02/04/2024

वैक्त नाव व गना:

3) त्रकाचा प्रकारः DHC रक्षमः रु.500/-डीह्याक्षणरः DHC रक्षम: रु.500/-वैक्

वैकं नात व गना:

4) रेक्किन प्रकारः eChallan रञ्जामः रु.30000/-

होतीयादेशीय अहिर क्रमांक: MH000044822202425E दिनोक: 02/04/2024 वेंबेलं के व पना:

# ANNEXURE - E

करल - ५ दस्त क. ८५७ /२०२४ ७२ / २४५

KANGA CO. (Regd.)
ADVOCATES & SOLICITORS

Readymoney: Manslon, 43, Veer Nariman Road, Mumbai - 400 001, India. Tel : (91 22) 6623 0000, 6633 2288, 2204 2288 Fax : (91 22) 6633 9655, 6633 9657 Email : mail@kangacompuny.com, www.kangacompany.com

M. L. Shakta + A. M. Desaí + K. M. Vussonji + B. D. Damodar + S. S. Valdya + A. R. Amln + Ms. P. R. P. Bhatt - Ms. A. S. Murray + P. S. Damodar + B. S. Valdya + Ms. Strisha V.

SV/6485 /2017

Wheelabrator Alloy Castings Limited, Runwal & Omkar Esquare 5<sup>th</sup> Floor, Opp. Sion Chunabhatti signal, Off. Eastern Express Highway, Sion (East) Mumbai 400 022.



Re: Addendum to the Report on Title dated 29th August 2012.

We have by our Report on Title bearing reference No. MLB/SV/MDS/6860/2012 dated 29<sup>th</sup> August, 2012 (hereinafter referred to as "the Report on Title"), certified the title of Wheelabrator Alloy Castings Limited to the Property more particularly described in the Schedule thereunder written. A copy of the aforementioned Report on Title is hereto annexed as Annexure I.

- 2. In the Schedule of the said Report on Title, due to a clerical error/inadvertence, C.T.S No.605 remained to be mentioned along with other C.T.S numbers mentioned therein.
- 3. We now hereby state that C.T.S. No. 605 forms part of the said Property as more particularly described in the Schedule to the said Report on Title. Accordingly, the subject line and the Schedule contained in the said Report on Title stands amended to include C.T.S. No. 605 as part of the said Property.
- 4. This Addendum should be read alongwith the said Report on Title.

Yours faithfully, Kanga & Company,

Pariner

Encl: as above.



#### B. SECOND PROPERTY :

By and under an Indenture dated 30th April, 1947 made 8 tyces of Darashaw Framroz therein referred as the Vendor of the Other and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Thane under Serial No.632 at Page Nos.268 to 278 in Volume 600 of Book No.1 on 21st July, 1947, the Vendor therein sold, transferred and conveyed unto the Company, all that piece and parcel of land situate at Village Kanjur, Taluka Thane admeasuring 22,283.003 sq. Mtrs. (26,650 ½ Sq. Yards) or thereabouts, ("Second Property") as more particularly described in the Schedule thereunder written, at or for the consideration and in the manner therein contained.

#### C. THIRD PROPERTY:

By and under an Indenture dated 16th July, 1947 made between Vishnu Narayan therein referred as the Vendor of the One Part and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No.BOM/3510 of 1947 of Book No.1 on 24th July, 1947, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur, Taluka Thane admeasuring 12,069:5 sq. yards (10,091.63 sq. Mirs.) or thereabouts, ("Third Property") as more particularly described in the Schedule thereunder written at or for the consideration and in the manner therein contained.

#### D. FOURTH PROPERTY:

By and under an Indenture dated 1st September, 1951 made between Abdul Kadir Abdul Latif as the First Vendor of the First Part therein and Wasuldin Mobin Pathan as the Second Vendor of the Second Part therein and the Company therein referred as the Purchaser of the Third Part and registered with the office of Sub-Registrar of Assurances at Bandra under Serial No. BND/753 of Book No.1 on 13th September, 1951, the First and the Second Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur admeasuring 1452 Sq. yards (1214.05 sq. Mitrs.) or

thereabouts, ("Fourth Property") as more particularly degerified thereabouts, ("Fourth Property I as more for the consideration and

# FIH PROPERTY:

and under an Indenture dated 23th April, 1954 made between and under an indenture units and the Vendor of the One Phil and the Company therein referred as the Purchaser of the her Part and registered with the office of Sub-Registrat of Ther Part and registered with the BOM/2768/4/4 of 1954 Book No.1 on 25th August, 1954, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur, Faluka Thane admeasuring in aggregate 6250 sq. yards (5225.79 sq. Mtrs) or thereabouts. ("Fifth Property") as more particularly de cribed in the Schedule thereunder written, at or for the consideration and in

#### F. SIXTH PROPERTY:

By and under an Indenture dated 15th March, 1969 made between Chimanlal Ramji and Others therein referred as the Vendors of the One Part and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. BOM/1073:01 1969 of Book No.1 on 6th April, 1971, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur, admeasuring in aggregate 2127-1/3 Sq. yards: (1778.6 sq. Mirs) or thereabouts. ("Sixth Property") as more particularly described in the Schedule thereunder Written, at or for the consideration and in the manner therein contained.

3. The original consolidated area of the First Property, Second Property. Third Property, Fourth Property, Fifth Property and Sixth Property as per Property Register Cards and the documents of title was 80110.69 sq. mirs. or thereabouts out of which the Company has, from time to time. divested the portion's thereof to the following third parties as under:

B. .. SECOND PROPERTY:

and under an Indenture dated 30th April, 1947 made being therein referred as the Vendor of the Ohio c Company therein referred as the Purchaser of the Onle part of the Onle part of the Onle part of Sub-Registre. ind registered with the office of Sub-Registral No.632 at Page Nos.269 Castral and registered with the office of Sun-Registral Mo.632 at Page Nos.268 to 32 Assuminces at Thane under Seriai 190.052 at rage Nos.268 of Mos.268 to Williams 600 of Book No.1 on 21st July, 1947, the Ventage Nos.268 to Williams ferred and conveyed unto the Company of the Ventage Nos.268 to Williams ferred and conveyed unto the Company of the Ventage Nos.268 to Williams for the Williams for the Ventage Nos.268 to Williams for the Wi thus in sold, transferred and conveyed unto the Company of land situate at Village Kanjur, Taluka Tu Thus in sold, transferred and conveyed and the Company and the decay and parcel of land suume at vinage stangar. Faluka Indiadineasuring 22,283.003 sq. Mtrs. (26,650 ½ Sq. Yards) as more particularly decay. idmeasuring 22,283.003 sq. ...... thereabouts, ("Second Property") as more particularly described to the considerant of the con in the Schedule thereunder written, at or for the consideration and the schedule therein contained.

#### C. THIRD PROPERTY:

By and under an Indenture dated 16th July, 1947 made between the Vendor of the control of the co By and under an indenture date.

Vishnu Narayan therein referred as the Vendor of the One particles and the Purchaser of the and the Company therein referred as the Purchaser of the Ohe Part and registered with the office of Sub-Registrat vector Social No ROM/3510 of the Assurances at Bombay under Serial No.BOM/3510 of 1947 Book No.1 on 24th July, 1947, the Vendor therein sold transferred and conveyed unto the Company all that piece and conveyed unto the Company all the Company parcel of land situate at Village Kanjur, Taluka Than admeasuring 12.069.5 sq. yards (10,091.63 sq. Murs.) o thereabouts. ("Third Property") as more particularly describe in the Schedule thereunder written at or for the consideration and in the manner therein contained.

#### D. FOURTH PROPERTY:

By and under an Indenture dated 1st September, 1951 male between Abdul Kadir Abdul Latif as the First Vendor of the First Part therein and Wasuldin Mobin Pathan as the Second Vendor of the Second Part therein and the Company therein referred the Purchaser of the Third Part and registered with the office Sub-Registrar of Assurances at Bandra under Serial M BND/753 of Book No.1 on 13th September, 1951, the First at the Second Vendor therein sold, transferred and conveyed in the Company all that piece and parcel of land situate at Ville Kanjur admeasuring 1452 Sq. yards (1214.05 sq. Mirs)\*



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#### FIFTH

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3. The origina Third Propo per Property mtrs. or the divested the

in the Schedule thereunder written, at or for the consicution the manner therein contained.

#### F. FIFTH PROPERTY:

By and under an Indenture dated 23<sup>rd</sup> April. 1954 Tomu Francis Damel therein referred as the Vendor of the One Purt and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. BOM/2768/4/4 of 1954 of Book No.1 on 25<sup>th</sup> August. 1954, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur. Taluka Thane admeasuring in aggregate 6250 sq. yards (5225.79 sq. Mtrs) or thereabouts, ("Fifth Property") as more particularly described in the Schedule thereunder written, at or for the consideration and in the manner therein contained.

#### F. SIXTH PROPERTY:

By and under an Indenture dated 15th March, 1969 made between Chimanial Ramji and Others therein referred as the Vendors of the One Part and the Company therein referred as the Purchaser of the Other Part and registered with the office of Sub-Registrar of Assurances at Bombay under Serial No. BOM/1073 of 1969 of Book No.1 on 6th April, 1971, the Vendor therein sold, transferred and conveyed unto the Company all that piece and parcel of land situate at Village Kanjur, admeasuring in aggregate 2127 1/3 Sq. yards (1778.6 sq. Mtrs) or thereabouts. ("Sixth Property") as more particularly described in the Schedule thereunder Written, at or for the consideration and in the manner therein contained.

3. The original consolidated area of the First Property, Second Property. Third Property, Fourth Property, Fifth Property and Sixth Property as per Property Register Cards and the documents of title was 80110.69 sq. mtrs. or thereabouts out of which the Company has, from time to time, divested the portions thereof to the following third parties as under:

- (ii) there are no subsisting liens, mortgages, charges, es or encumbrances of any nature whatsoever in respectively.
- the said Property is not the subject maker of any pending litigation dispute or attachment either religious nor is there any restraint order or injunction passed has any passed by any consultation or authority pertaining to the said Property.
- (iv) there is no winding up Petition pending against cor:
- (v) save and except the reservations contained in the D.P. Remarks, the said Property is not affected by any other reservations.
- 12. On the basis of and subject to the above, in our opinion the title of the Wheelabrator Alloy Castings Limited to the said Property as more particularly described in the Schedule hereunder written is clear, marketable and free from encumbrances.

## THE SCHEDULE ABOVE REFERRED TO:

### (Description of the said Property)

All those pieces and parcels of lands situate at Village Kanjur, Taluka Kurla in Mumbai Suburban District bearing CTS Nos. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D admeasuring in aggregate about 61,665.6 square meters, or thereabouts (as per Property Register Cards) together with the structures standing thereon lying being and being at Lal Bahadur Shastri Marg. Bhandup (West), Mumbai — 400078 within the Registration District and Sub District of Mumbai.

Dated this 29th day of August, 2012.

Kanga and Company,

Partner

# JIBEW SILLE DING BUILDE

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S.	K	ø	D	U	B	E	Y

Advocate, High Court.

OFFICE : 103. Keshav Baug, Ist floor, Near Sheetal Cinema & State Bank of India, L.B.S. Marg, Kurla (W)

OFFICE : Correspondent

105/C, 1st floor, 144, Esplanade Mansion, M.G. Road, Kala Ghoda, Fort, Bombay - 400 023. Ph.: 2285 6630 Mobile: 9820050163

Ref. No.

#### SCHEDULE

All that piece and parcel of freehold land admeasuring bout 61,665.60 (Six) Thousand Six Hundred and Sixty Five point Sixty) square metres bearing GTS Nos 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, HQ1; 602, 602/1 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D situal at At All Hage Kurla within the Registration District and Sub-District of M Suburban, together with the buildings and other structures standing being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai-400078.

Dated this 20<sup>th</sup> day of January, 2015.

/Advocate, High Court For M/s S.F Dubey Law Firm

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Date:

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#### S.K. DUBEY

Advocate, High Court.

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	Rest. 2504 1435
OFFICE:  103, Keshav Baug, Ist floor, Near Sheetal Cinema & State Bank of India, L.B.S. Marg, Kurla (W. AND)	ai 400.690 25035520
OFFICE: Correspondent  105/C, 1st floor, 144, Esplanade Mansion, M.G. Road, Kala Ghoda, Fort, Bombay - 400 123 Pfin 228	6630 Mobil 4 0 050163
Ref. No.	* * *
SUPPLEMENTARY TITLE CERTIFICATE (See	PRAN DIST

# TO WHOMSOEVER IT MAY CONCERN

- Ltd., a company incorporated under the Companies Act, 1956 having its registered office at LBS Road, near Mangatram Petrol Pump, Bhandup, Mumbai 400078, we hereby issue this Supplementary Title Certificate (Second), in continuation to the Supplementary title certificate dated 20th January, 2015, issued by me, in respect of the property mentioned in the Schedule herein below, hereinafter referred to as "Said Property" for the sake of brevity.
- II. We have relied upon the following additional documents [other than the said Supplementary Title Certificate dated 20th January, 2015]:
  - Search Report dated 9th March, 2017 issued by Mr. Rakesh Kubal;
  - 2. Debenture Trust Deed dated 10th November, 2015 bearing registration no. KRL-2-8548/2015.
  - 3. Deed of Mortgage dated 23<sup>rd</sup> December, 2015 bearing registration no. KRL-1-11562/2015.
  - 4. Deed of Re-conveyance dated 19th July, 2016 bearing registration no. KRL-1-7471/2016;
  - 5. Indenture of Mortgage dated 19th July, 2016 bearing registration no. KRL-1-7472/2016;
  - 6. Other relevant documents.



करल - ५ दस्त क्र. ८८१८ /२०२४ ८५ / २४५

# S.K. DUBEY

Advocate, High Court,

Resi. 2504 1435

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103, Keshav Baug, Ist floor, Near Sheetal Cinema & State Bank of India, L.B.S. Marg, Kurla (W), Mumbai - 400 070, Tel.: 25035520

OFFICE: Correspondent

105/C, 1st floor, 144, Esplanada Mansion, M.G. Road, Kala Ghoda, Fort, Bombay - 400 023. Philipped 105/C 19820050163

Ref. No.

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#### **SCHEDULE**

All that piece or parcel of freehold land a constitute about 61,665.60 (Sixty One Thousand Six Hundred and Sixty Five point Sixty) square metres bearing CTS Nos. 596, 596/1-6, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D situated at Village Kanjur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, together with the buildings and other structures standing thereon (other than what has already been sold), lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West) Mumbai – 400078.

Dated this 14th day of March, 2017.

(S. K. Dubey)

Advocate, High Court

For M/s S. K. Dubey Law Firm