

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this _____ day of _____ 202__

BETWEEN

L&T PAREL PROJECT PRIVATE LTD., a private limited company incorporated and registered under the provisions of the Companies Act, 2013, having its office at: L&T House, Ballard Estate, N.M.s Marg, Mumbai - 400 001, 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 in title and permitted assigns) of the FIRST PART;

AND

OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED, a private limited company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office address at Omkar House, Off Eastern Express Highway, Opp. Sion Chunnabhatti Signal, Sion (East), Mumbai 400 022, hereinafter referred to as "**ORDPL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the SECOND PART;

AND

MESSRS OMKAR REALTORS AND DEVELOPERS (formerly known as Messrs Shree Siddhivinayak Enterprises), a partnership firm registered under the Partnership Act 1932 having its office at: Omkar Esquare, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, through its partners 1) Task Realtors Private Limited, Address: Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022 and 2) Velocity Realtors Private Limited, Address: Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, hereinafter referred to as "**Omkar Developers**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, persons who may be admitted as partners in future, the survivor or survivors of them and the heirs, executors and administrators of the last of such survivor or survivors and permitted assigns) of the THIRD PART;

AND

DARSHAN REALTORS PRIVATE LIMITED, a private limited company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office address at Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, hereinafter referred to as "Darshan" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the FOURTH PART;

AND

MESSRS OM SHANTI REALTORS, a partnership firm registered under the Partnership Act 1932 having its office at: Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, through its partners : ORDPL and Anatomy Realtors Private Limited, hereinafter referred to as "Om Shanti" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, persons who may be admitted as partners in future, the survivor or survivors of them and the heirs, executors and administrators of the last of such survivor or survivors and permitted assigns) of the FIFTH PART;

AND

Dr. Sameer Pagad and Dr. Harsha Pagad Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956/ Natural guardian (Mr/Mrs.....) on behalf of the minor, having their address for the purpose of these present at **202, Bldg - 3 , Wimbeldon Park Pokhran Road - 1, Opp. JK School, Thane West – 400606, Maharashtra, India** hereinafter referred to as "the Allottee" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns) of the SIXTH PART.

ORDPL, Darshan, and Omkar Developers are hereinafter collectively referred to as "**Omkar**". ORDPL, Darshan, Omkar Developers and Om Shanti are hereinafter collectively referred to as "**Co-promoter**".

The Promoter, Co-promoter and the Allottee are hereinafter collectively referred to as "the Parties", and individually as a "Party".

- (a) ORDPL, Darshan and Omkar Developers are collectively entitled to develop the land admeasuring approximately 79176.95 square metres or thereabouts bearing Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ("the **said Land**") and are entitled to develop the same inter alia under the Letter of Intent dated December 23, 2011 and bearing reference no. SRA/ENG/1678/FS/ML&PL/LOI issued by Slum Rehabilitation Authority ("SRA") on the terms and conditions as mentioned therein ("**the said LOI-1**"). ;
- (b) In terms of the said LOI-1, Omkar has inter-alia (i) the right and obligation to develop and construct the rehab tenements having an area of approximately 1,04,520.22 square metres ("Rehab Component") to rehabilitate 2,298 slum dwellers, including 3 (three) BMC units and 6 (six) religious structures on a portion of the said Land which admeasures approximately 11942.00 square meters ("Rehab Land") and (ii) the right to develop and construct a free sale component

having a built – up area (FSI) of approximately 87564.05 square metres or such further built –up area as maybe sanctioned from time to time which is permissible to be utilised in-site (“Free Sale Component”) on the balance portion of the said Land admeasuring approximately 28036.10 square meters, more particularly described in the **SECOND SCHEDULE** hereunder written and shown washed in yellow colour on the layout plan hereto annexed and marked as **ANNEXURE “A”**(hereinafter referred to as “Free Sale Land”);

- (c) The development of the said Land is inter-alia by undertaking a slum rehabilitation scheme (“SRS”) under the provisions of Regulation 33 (10) and such other provisions as applicable of the D.C. Regulations, thereon and/or such other incentive scheme as may be sanctioned under the provisions of the D.C. Regulations, from time to time;
- (d) By and under the Development Agreement dated 25th September, 2012 (“Development Agreement”) registered with the office of sub-registrar of Mumbai under Serial No.BBE2-7440 of 2012 entered into between ORDPL (therein also referred to as ‘ORDPL’) of the first part, Omkar Developers (therein referred to as ‘Siddhivinayak’) of the second part, Darshan (therein also referred to as ‘Darshan’) of the third part and the Promoter (therein referred to as ‘L&T LLP’) of the fourth part (hereinafter referred to as the “Development Agreement”), Omkar inter alia granted to the Promoter the development rights pertaining to all the beneficial rights and interests of and to the said Land including the right and authority to implement and exploit all of the development rights and other interests held in relation to the sale building/s (“Free Sale Building/s”) by utilizing the Free Sale Component (“Free Sale Project”) with Omkar, based on the specific roles and mutually exclusive responsibilities of each of the parties to the Development Agreement, on the terms and conditions as mentioned therein;
- (e) Omkar has represented that:-
- (i) The development of the said Land is under a larger layout on which Omkar is independently developing and implementing other lands/schemes.
 - (ii) Omkar has amalgamated the said Land with the adjoining lands bearing C.S.No., 1/437 , 1/431 (pt), 432 (pt), 426, under the S.R.Scheme popularly known as “Khaparideo CHS Ltd, Mukund (Anna) Nagar Sahakari Griha Nirman Mahasangh (prop) and redevelopment scheme of municipal tenanted property of Sairaj CHS (prop) with the said Land. A revised LOI bearing No. SRA/ENG/1678/FS/ML&PL/LOI dated 03.05.2014 recording the aforesaid amalgamation of the said Land with the aforesaid adjoining lands has been issued by SRA on the terms and conditions mentioned therein (hereinafter referred to as “LOI-2”).
 - (iii) The Omkar has amalgamated the said Land with another adjoining land bearing C.S. 431 and 651 (pt) and a revised LOI SRA/ENG/1678/FS/ML&PL/LOI dated 03.03.2016 read with Corrigendum dated 17.06.2016 recording the said amalgamation has been issued by SRA on the terms and conditions mentioned therein (hereinafter referred to as “LOI-3).
 - (iv) The Omkar has further amalgamated the said Land with adjoining land bearing C.S. 427 (pt) under S.R. Scheme popularly known as Bombay Burma CHS Ltd in the said LOI-4. A revised LOI bearing No. SRA/ENG/1678/FS/ML&PL/LOI dated 30.07.2016 has been issued by SRA recording amalgamation of the said C.S. No. 427(pt.), on the terms and conditions mentioned therein (hereinafter referred to as “LOI-4”).
 - (v) The Omkar has further obtained a revised LOI bearing No. SRA/ENG/1678/FS/ML&PL/LOI dated 13.10.2017 issued by SRA, on the terms and conditions mentioned therein (hereinafter referred to as “LOI-5”).

- (f) The LOI-1, LOI-2, LOI-3, LOI-4 and LOI-5 are hereinafter collectively referred to as "said LOI's".
- (g) The said Land upon such amalgamation with the adjoining lands and pursuant to the said LOI's now comprised of C.S. 426, 427(pt), 431, 1/431, 432(pt), 1/437, 437(Pt), 440 (Pt), 645(pt) to 650 (pt), 651(pt), , 654, 655(pt), 657 (pt), 658 (pt), 659(pt), 854, 869, 870, 871 of Parel Sewri Division and C. S. No. 155 (Pt), 174 (Pt), 176(pt), 1/177(pt), 185(pt), 1038, 1039 of Dadar-Naigoan Division, F/South Ward of MCGM in aggregate admeasuring 1,07,988.64 sq. mtrs. square metres or thereabouts and is collectively hereinafter referred to as "the said Larger Land", and is more particularly described in the **FIRST SCHEDULE** hereunder written.
- (h) Pursuant to the revised amalgamated LOI-2, LOI-3 and LOI-4, the Executive Engineer, SRA has issued amended Intimation of Approval bearing No. SRA/ENG/2700/FS/ML & PL/IOA dated 7th May 2014 and 30th July 2016, wherein Omkar was given permission to commence construction of free sale buildings and rehab buildings, on the said Larger Land, subject to the terms and conditions as stated therein.
- (i) By a Supplemental Agreement dated 26th December 2017 registered with the office of sub-registrar of Mumbai under Serial No.BBE1-5992 of 2017 entered into by and between ORDPL (therein also referred to as 'ORDPL') of the first part, Omkar Developers (therein also referred to as 'Omkar Developers') of the second part, Darshan (therein also referred to as 'Darshan') of the third part, the Promoter (therein referred to as 'L&T LLP') of the fourth part and M/s. Om Shanti Developers (therein referred to as 'Om Shanti') of the fifth part (hereinafter referred to as the "Supplemental Agreement"), the parties therein have jointly agreed to include and utilise FSI admeasuring 9107.16 square meters of the free sale component and the Fungible FSI of 3501.10 sq meters of the aforesaid adjoining land bearing C.S. 427(pt.), on the terms and conditions mentioned therein.
- (j) The Promoter is developing the Free Sale Project on a portion of the said Larger Land admeasuring **28044.59 sq. mtrs.** and is intending to construct thereon 6 (six) residential towers, namely T1 to T6 on the **Free Sale Land**, which is more particularly described in the **SECOND SCHEDULE** hereunder written and shown washed in "yellow" colour on the layout plan of the said Larger Land annexed hereto and marked as **ANNEXURE "A"**, alongwith various common amenities and facilities, which are more particularly described in **ANNEXURE "B"** annexed hereto, as may be sanctioned by the SRA and/or the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the SRA/MCGM/ State Government/ any other Competent Authority and such other laws, rules and regulations, as may be in force at present and/or at any time hereafter, and also subject to such terms and conditions as may be imposed by the SRA/MCGM/ State Government/ any other Competent Authority. The Free Sale Project comprising of 6 residential towers, the common areas and other facilities, shall be known as the **"CRESCENT BAY PROJECT"**.
- (k) A copy of the layout plan of the said Larger Land, after amalgamation, as approved by the SRA is annexed hereto and marked as **ANNEXURE "C"** and the Commencement Certificate (CC) dated 25th November 2011 bearing no. SRA/ENG/2700/FS/ML/AP, as amended from time to time, issued by the Executive Engineer, SRA, by which Omkar was given permission to commence construction of the Free Sale Building/s on the said Free Sale Land, is annexed hereto and marked as **ANNEXURE "D"**;
- (l) In the plans annexed to the Intimation of Approval (IOA) dated 2nd January, 2012 bearing No. SRA/ENG/2700/FS/ML&PL/AP as amended from time to time, last amended on 30th July, 2016, the Towers T1, T2, T3, T4, T5 & T6 are referred to as Wings M, L, N, K, J & I respectively.
- (m) In light of the above, the Promoter is vested inter alia with the development rights in respect of the Free Sale Land in the manner stated in the Development Agreement and the Supplementary

Agreement and is in possession of the Free Sale Land along with Omkar. The Promoter is entitled to sell and market the premises in the Crescent Bay Project, to the extent and in the manner, and on the terms and conditions as set out in the Development Agreement and the Supplementary Agreement. The Promoter has sole and exclusive right to sell the apartments/units in the said Project/Crescent Bay Project, to be constructed by the Promoter on the Free Sale Land and to enter into Agreement/s with the allottee(s)/s of the apartments and to receive the sale consideration in respect thereof.

- (n) (i) The requisite approvals and sanctions, for the development of the said Larger Land, from SRA are obtained and (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by Omkar, which may be amended from time to time, in accordance with the law and/or the planning requirements, as per the needs of the development, on the said Larger Land.
- (o) Pursuant to the Development Agreement and the Supplementary Agreement, the Promoter has commenced construction on the said Free Sale Land. The Promoter is developing the layout of the Free Sale Project/Crescent Bay Project inter-alia by constructing Free Sale Building/s (comprised in the Free Sale Component) on the said Free Sale Land, by utilisation of the full potential thereof, as sanctioned and/or may be sanctioned and/or to be amended, from time to time, by the SRA and/or the concerned authorities in accordance with the D. C. Regulations and applicable laws and such other laws, rules and regulations, as may be in force at present and/or at any time hereafter;
- (p) The approved plan for the Crescent Bay Project provides for a common layout wherein certain infrastructural and other common areas and facilities, including, podium, gardens and other open areas, club house, pathways/roads, entrance gates, drainage pipes, electricity sub-stations, water connections, sewage treatment plants (STPs), parking, water harvesting, etc., are provided for the common use for development of the Crescent Bay Project and the common amenities/common areas and facilities, save and except the religious structure i.e. Sainath Temple ("Temple") provided on podium level of Towers T1to T6, shall be for the exclusive use of the allottee/s of the Crescent Bay Project i.e. Towers T1 to T6.;
- (q) The access/right of way to the general public to the religious structure i.e. Sainath Temple ("Temple") located under the podium of Tower T1 to T6, shall be directly from the DP Road only and that the general public shall not have any access /right of way to the podium of Towers T1 to T6 on the Free Sale Land.
- (r) The Promoter is constructing the tower, as selected in the below mentioned table, in the Crescent Bay Project which shall, hereinafter be referred to as the "said Project";

RERA Project	Podium	Stilt	Upper floors incl Fire Check
Crescent Bay - T1 - 40, 41 floors	0	0	2
Crescent Bay - T2	10	0	47
Crescent Bay - T3	7	0	52
Crescent Bay - T4	7	0	52
Crescent Bay - T5	7	0	57
Crescent Bay - T6	7	0	59

- (s) The development of the said Project/Crescent Bay Project is registered as a 'Real Estate Project' with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016, ("Act") 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 ("Rules") and the Regulations. The Authority has duly issued Certificate of Registration No. **P51900005188** dated **10-Aug-2017** for the said Project and an authenticated copy of the said registration certificate and the plan showing the said Project on the Free Sale Land/Crescent Bay Project, is annexed hereto and marked as **ANNEXURE "E-1 & E-2"** respectively. The future development on the balance portion of the said Larger Land will be registered as "Real Estate Project" as defined in the Act, from time to time.
- (t) Pursuant to the discussions and negotiations between the Promoter, Co-promoter and the Allottee, the Allottee has agreed to purchase from the Promoter and Co-promoter, on ownership basis, the said Apartment more particularly described in the Third Schedule hereunder written, being constructed on the said Free Sale Land in the Crescent Bay Project. The Allottee has applied to the Promoter for allotment of the said Apartment (as defined in Clause 3.1 hereinbelow). The said Apartment is more particularly described in the Third Schedule hereunder written;
- (u) The 'carpet area' of the said Apartment means the carpet area as defined in the Act and the Rules thereunder. In addition to the carpet area of the said Apartment, there are certain ancillary areas appurtenant to the said Apartment which are more particularly mentioned in the Third Schedule hereunder and shown in **blue hatch lines** on the plan annexed hereto as Annexure I (hereinafter referred to as "the Ancillary Areas");
- (v) The Promoter has entered into a standard Agreement/s with Architect, **Sandeep Shikre & Associates**, registered with the Council of Architects and such Agreement/s is/are as per the Agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect at the sole discretion of the Promoter;
- (w) The Promoter has appointed **LERA Consulting Structural Engineers** as the Structural Engineer for the preparation of the structural design and drawings of the building/s. The Promoter reserves the right to change the structural engineer at the sole discretion of the Promoter. The Promoter accepts the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the building/s in the Crescent Bay Project;
- (x) 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 Advocate and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the said Project. The Allottee has also examined all the 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;
- (y) On demand from the Allottee/s, the Promoter has given inspection to the Allottee, of all the documents of title relating to the said Free Sale Land and the plans, approvals, designs and specifications prepared by the Promoter's Architects **Messrs. Sandeep Shikre & Associates**, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;
- (z) The authenticated copies of Title Certificates dated 01.08.2013, 02.08.2013 and 27.07.2016 issued by, LAW FIRM OF KHONAS, Solicitors & Legal Consultants, are annexed hereto and marked as ANNEXURE "F" (collectively) and the Index – II and Property Register Extracts of the said Larger Land are annexed hereto and marked as ANNEXURE "G" (collectively).

- (aa) The authenticated copies of the plans and specifications, of the said Apartment, agreed to be purchased by the Allottee, as sanctioned and approved by the SRA/local authority are annexed hereto and marked as **ANNEXURE "H"**;
- (bb) The Promoter has got some of the approvals from the SRA/concerned local authority(s) to the plans, specifications, elevations, sections of the building/s, to be constructed in the Crescent Bay Project, and shall obtain the balance approvals from various authorities, from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Apartment/said Project/Crescent Bay Project. The Allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on the RERA website of the said Project. The Promoter has shown to the Allottee(s), all the relevant plans approvals, plans, etc. and the Allottee/s has satisfied with the same;
- (cc) The Promoter has, accordingly, commenced construction of the said Project, in accordance with the approved/sanctioned plans;
- (dd) Prior to the execution of these presents, the Allottee has paid to the Promoter a sum as mentioned in the Fourth Schedule hereunder written, towards "Earnest Amount" , being part payment towards the Consideration (defined hereinbelow) of the said Apartment, agreed to be sold by the Promoter to the Allottee, as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay, to the Promoter, the balance amount of the Consideration, in the manner hereinafter appearing;
- (ee) Under Section 13 of the Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment, with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- (ff) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase, the said Apartment in the said Project) alongwith car parking space/s . The Parties relying on the confirmations, representations and assurances of each other, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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 are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not in intended in derogation of the Act.

2. CONSTRUCTION

- 2.1. The Promoter shall construct the said Project, as selected in the below mentioned table, on the said Free Sale Land, in accordance with the plans, designs and specifications as approved by the SRA/concerned local authority, from time to time.

RERA Project	Podium	Stilt	Upper floors incl Fire Check
Crescent Bay - T1 - 40, 41 floors	0	0	2
Crescent Bay - T2	10	0	47
Crescent Bay - T3	7	0	52

Crescent Bay - T4	7	0	52
Crescent Bay - T5	7	0	57
Crescent Bay - T6	7	0	59

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

- 2.2. It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Promoter shall intimate the Allottee(s), in writing, in respect of such minor changes or additions and the Allottee(s) hereby give their consent for the same.

3. PURCHASE OF THE UNIT AND SALE CONSIDERATION:

- 3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Apartment, more particularly described in the **THIRD SCHEDULE** hereunder written and hatched in **red colour** on the floor plan annexed hereto and marked as **ANNEXURE "I"** (hereinafter referred to as the "**said Apartment**"), for a total consideration as mentioned in the **FOURTH SCHEDULE** hereunder written including Rs. 0/- (NIL), being the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities is more particularly described in ANNEXURE "B" annexed hereto.
- 3.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee 2 car parking space/s being constructed in the layout for the consideration of Rs. 0/- (NIL).
- 3.3. The total consideration amount for the said Apartment including garages/covered parking spaces is mentioned in the Fourth Schedule (hereinafter referred to as the "**Consideration**").
- 3.4. The Allottee has paid, on or before execution of this Agreement, a sum as mentioned in the Fourth Schedule (not less than 10% of the Consideration) as Earnest Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) , and the Allottee hereby agrees and undertakes to pay, to the Promoter, the balance amount of the Consideration strictly in the manner and as per the payment instalments mentioned as stated in the Fourth Schedule hereunder written ("**Payment Schedule**"), time being of essence.
- 3.5. The Promoter shall issue a demand notice (by post/courier/e-mail to the notified address recorded in this Agreement) to the Allottee intimating the Allottee about the stage-wise completion of the said Project. The payment of the corresponding instalment (as per the Payment Schedule mentioned in the Fourth Schedule) shall be made by the Allottee within 14 (fourteen) days of the Promoter issuing such demand notice for the payment of the instalment. The Allottee shall deduct Tax At Source (TDS) from the Consideration, pay the deducted tax to the concerned authority and deliver the relevant document i.e. TDS certificate/Form 16B/Challan, relating to each payment as per the provisions of the Income-tax Act, 1961, to the Promoter. It is hereby expressly agreed that, for payment of each of the aforesaid instalments of the Consideration set out herein, time shall be the essence of the contract. All payments shall be made by way of demand drafts/cheques/ RTGS/ECS/NEFT, in the name of bank account as mentioned in the Fourth Schedule.
- 3.6. The Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods & Services Tax and Cess or any other similar taxes) which may be levied, in connection with the construction of and carrying out the Crescent Bay Project, payable by the Promoter, up to the date of handing over the possession of the said Apartment. The Allottee agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment. The Allottee hereby indemnifies and shall keep indemnified, the Promoter of all claims, expenses, penalty and

charges towards the Service Tax, VAT, GST and / or any other charges/taxes, as may be introduced by the State Government and / or the Local Bodies and the Allottee shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter.

- 3.7 The Promoter states that as per Section 171 of the Central Goods and Services Act, the Anti-Profiteering Rule 2017, any reduction in rate of tax on any supply of goods or services or the benefit of the input tax credit has been passed on to the recipient by way of commensurate reduction in prices. The same has already been adjusted/ credit of benefit due to GST is given in the value of agreement executed. Hence, it is mutually agreed that, the Allottee/s is not eligible for any further rebate under GST.
- 3.8 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government, from time to time. The Promoter undertakes that in case of any increase in development charges, costs or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued, in that behalf to that effect, along with the demand letter being issued to the Allottee, and which shall only be applicable on subsequent payments.
- 3.9 The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the said Project/Crescent Bay Project and the Promoter shall not be responsible or liable to pay the same.
- 3.10 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments NIL per annum, for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 3.11 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent), which is hereby accepted and confirmed by the Parties. The Consideration payable for the carpet area of the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the abovementioned variation cap, 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 the Allottee, the Promoter shall demand additional amount from the Allottee, as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter, as agreed in Clause 3.1 of this Agreement. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made in the Consideration, if the difference between the actual carpet area of the said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent).
- 3.12 The Allottee hereby 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 name as the Promoter may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments, in any manner. The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Apartment, cheque dishonour charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment.

- 3.13 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the SRA/concerned local authority, occupancy and/or completion certificates, in respect of the said Apartment/said Project.
- 3.14 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees, after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 3.15 Similarly, the Allottee shall make timely payments of the instalment, as per the Payment Schedule mentioned in the Fourth Schedule and other dues payable by him/her and meeting the other obligations under this Agreement, subject to the simultaneous completion of construction by the Promoter as provided in clause 3.4 herein above.

4. DEVELOPMENT POTENTIAL/FLOOR SPEACE INDEX (FSI)

- 4.1. The Promoter hereby declares that the Floor Space Index (FSI) available and utilised, as on date, in respect of the said Free Sale Land by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future, on modification to Development Control Regulations, applicable to the Crescent Bay Project is 1,56,327.99 square meters. The Promoter has disclosed the Floor Space Index of 156,327.99 sq. mtrs. sanctioned and utilized on the said Free Sale Land in the Crescent Bay Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the FSI and on the understanding that the declared FSI shall belong to the Promoter only.
- 4.2 Omkar hereby represents and confirms in respect of the Development Potential and future development as under:-

4.2.1. Development Potential of the said Larger Land:-

- a. Omkar contemplates that an overall sale Development Potential of the said Larger Land to be approximately 3,70,000 square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the said Larger Land. The part/portion of the sale Development Potential, presently sanctioned and utilised in the Crescent Bay Project is 156,327.99 square meters.
- b. That Omkar is in the process of expanding the scope of total free sale component by reason of clubbing and/or amalgamating certain additional slum areas and will thus be entitled to additional free sale building up area ("Additional FSI") over and above the Total Free Sale Component to be utilised in the Free Sale Land.
- c. In the event of such additional FSI being procured by Omkar, Omkar shall offer to the Promoter to club/amalgamate such Additional FSI to be utilised in situ on the Free Sale Land. Additional FSI, if any, shall be utilised on the Free Sale Land on the same terms and conditions as stated in the Development Agreement, at the sole discretion of the Promoter. And if any part/portion of the Development Potential that is not being utilised Crescent Bay Project, as mentioned herein for any reason whatsoever, then the Omkar shall utilize such balance/unutilized Development Potential in Balance portion of the said Larger Land.
- d. As per the existing Development Plan of the Larger Land certain portions are reserved for specific public purposes including buildable and non-buildable reservations and which are subject to change, reduction, relocation, shifting, alteration as per the proposed D.P. Plan 2034 and/or due to change in building laws, regulations, policy, notification, order/approvals from concerned competent authorities and/or due to

amalgamation/ clubbing of the slum rehabilitation scheme or any other scheme with the said Larger Land due to the Omkar endeavour for better and efficient planning of the said Larger Land and for optimum utilisation of the Development Potential of the Larger Land. Accordingly, the balance development of the said Larger Land comprising Rehab component and/or free sale component and/or amenities/facilities etc., may be located anywhere within the Larger Land at the discretion and as may be deemed fit by Omkar without requiring consent of Allottee/s and/or the society/limited company/ association of Allottee/s and also the additional FSI/TDR that may be generated due to amalgamation/clubbing of such rehab schemes may be utilised by Omkar either anywhere within the Larger Land or outside.

- e. Omkar shall be entitled to construct multiple buildings having maximum permissible height which may go upto Ground plus 70 storeys on the balance portion of the said Larger Land (excluding Crescent Bay Project).
- f. For any of the above purpose, the layout of the said Larger Land may be modified/revised/amended without requiring the consent of Allottee/s and/or the society/limited Company/ association of Allottee/s, however without affecting the said Project/ Crescent Bay Project and the existing facilities, amenities, infrastructure thereof.

“Development Potential” shall mean:

Development Potential” means the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under Regulation 33(5), 33(7), 33(9), 33(10), 33(24) or any other regulations under applicable D.C. Regulations and any other Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the Whole Project Land. The areas that will be available, with or without payment of any premium, to be utilised in (a) open/enclosed/dry/utility balconies and exclusive terraces, cupboard niche, (b) the Limited Common Areas & Amenities, and Common Area & Amenities and (c) vehicle parking spaces, are and will be in addition to the Development Potential.

4.2.2 Future Acquisition/ Development:-

Omkar has represented and informed the Allottee/s that Omkar may through any of its nominee/s or associate or group concern/s acquire additional land which are adjacent and/or contiguous to the said Larger Land and such acquired additional land, if any, (“additional land”) may also be clubbed/merged/amalgamated (at the option and discretion of Omkar) with the said Larger Land for the purpose of developing the said Larger Land under any applicable regulation of the D.C. Regulations for Greater Mumbai, 1991 (DCR) and applicable laws. Accordingly, Omkar shall be entitled to the entire unconsumed and residual floor space index in respect of the such additional land and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights , availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to Omkar and Omkar may propose to utilise the same on any portion of the said Larger Land excluding the Free Sale Land and/or the additional land in the manner as it deems fit and appropriate; and the Allottee and/or the society/limited company/association of allottees (defined hereinafter) shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. Omkar shall be entitled and be at liberty to amend and vary the sanctioned plans and to carry out such additional construction on the said Larger Land excluding the Free Sale Land and/or additional land.

The Allottee hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the Allottee's consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the MOFA, Section 14 of the Act and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the DCR;

- 4.2.3 The rights retained by Omkar/Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land and such additional land shall continue to vest with Omkar as on the date of conveyance, even after the execution of the Deed of Conveyance and/or deemed conveyance and/or after the statutory vesting of the said Larger Land or part thereof in favour of the society/limited company/association of allottees (as defined hereinbelow), and the same shall be reserved therein in terms of a deed of covenant and undertaking of the society/limited company/association of allottees to Omkar, at the time of execution of title documents in favour of the society/limited company/association of allottees;
- 4.2.4. The Allottee is aware and informed that in the event there is any change in the layout approvals for the phase-wise development of the said Larger Land or acquisition of such additional land, the same may result in the change of the layout of the said Larger Land, and the Allottee/s has confirmed that the amendment to the layout of the said Larger Land, at any time in future, whether by way of amalgamation of such additional lands or sub division and/or in any manner whatsoever and modification/variation of the sanctioned plans including the building plans as a result thereof, shall be permissible, however the same would not affect the Crescent Bay Project ;
- 4.2.5. In case of any Future Development of the said Larger Land, due to amalgamation/clubbing of additional land/schemes, the layout of Crescent Bay Project will be not affected, in any manner, whatsoever, and the common amenities and facilities provided in the Crescent Bay Project shall be available for the exclusive use of the allottees/residents of the Crescent Bay Project only and both the projects i.e. the Crescent Bay Project and the Future Development, shall be independent of each other, and shall not have any right, claim or interference, in each other's project. The Crescent Bay Project shall have an exclusive access from the DP Road, for entry/exit in the project.
- 4.2.6. The FSI sanctioned at present in respect of the Larger Land is used disproportionately throughout the Larger Land (i.e. not proportionate to the land underneath). Similarly, the FSI that may be generated on account of increased FSI due to change in Development Plan/ Development Control Regulations, government policy etc. and/or upon amalgamation/merging of additional land parcels/properties with the Larger Land shall also be used disproportionately throughout the Larger Land without affecting the existing Development as a separate phase.

5. POSSESSION

- 5.1. The Occupancy Certificate in respect of the said Project i.e. **T3** has been granted on **31-Jan-2022** The said Apartment is ready for handover of possession w.e.f. **31-Aug-2024** ("**Possession Date**"); Provided all amounts due and payable by the Allottee/s, including the amounts payable as provided in clause 3.4 hereinabove, are first duly paid.

6. DEFAULT / TERMINATION

- 6.1 The Allottee agrees to pay to the Promoter, interest as specified in the rules made by the Government of Maharashtra under the Act, on all the delayed payments, which become due and payable by the Allottee to the Promoter, under the terms of this Agreement, from the date the said amount is payable by the Allottee(s) to the Promoter.
- 6.2 Without prejudice to the right of the Promoter to charge interest in terms of clause 6.1 above, on the Allottee committing default in payment, on the due date of any amount, due and payable by the Allottee to the Promoter under this Agreement (including his/her

proportionate share of taxes levied by concerned local authority and other outgoings), and on the allottee committing 3 (three) defaults of payment of instalments, the Promoter, at his own discretion, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions, in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and/or recovery of forfeiture charges of 5% of the Consideration plus brokerage fees (if any) and all other outgoings and expenses incurred by the Promoter, and further subject to execution and registration of the Deed of Cancellation, within a period of 30 (thirty) days of the termination, the instalments of the Consideration of the said Apartment, which may till then, have been paid by the Allottee to the Promoter.

- 6.3 Upon termination of this Agreement as aforesaid, without prejudice to the other rights and remedies of the Promoter, the Allottee shall be bound to execute and register a Deed of Cancellation in respect of the said Apartment, within a period of 7 (seven) days from the date of written notice in this regard by the Promoter to the Allottee. In the event, the Allottee fails to execute and register such Deed of Cancellation, the Promoter shall be entitled to obtain necessary orders against the Allottee to compel him/her/it to execute and register such Deed of Cancellation.
 - 6.4 Upon the Promoter terminating this agreement, the Allottee/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever, in the said Apartment and/or the said Project/Project or any part thereof and/or against the Promoter and the Promoter shall be entitled to deal with and dispose of the said Apartment to any person/s, as it deems fit, without any further reference to the Allottee.
 - 6.5 All amounts, including benefits arising from the resale of the said Apartment to a new allottee, shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to receive such amounts and all other advantages and benefits arising therefrom.
7. The fixtures and fittings, with regard to the flooring and sanitary fittings, and amenities like lifts with particular brand, or price range (if unbranded), to be provided by the Promoter in the said Project and the said Apartment, are as set out in **ANNEXURE "J"**, annexed hereto. It is clearly understood by the Allottee that the furniture, fixture, fittings, electrical and electronic gadgets etc. as are displayed in the sample flat, have been placed there for illustrative purposes only and the same are not included in the Consideration of the said Apartment and that only such specifications and amenities as are specified in Annexure J of this Agreement, shall be provided by the Promoter in the said Apartment/Project.
8. **PROCEDURE FOR TAKING POSSESSION**
 - 8.1 The Promoter shall, upon payment of full Consideration and Other Charges by the Allottee as per this Agreement, offer in writing, the possession of the said Apartment to the Allottee, in terms of this Agreement, to be taken within 15 (fifteen) days from the date of receipt of such intimation/ notice ("Handover Date"). The Allottee agree(s) to pay the maintenance charges, as determined by the Promoter or the association of allottees, as the case may be, from the Handover Date.
 - 8.2 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice, from the Promoter to the Allottee, intimating that the said Apartment is ready for use and occupancy.

- 8.3 The Promoter shall, post issuance of possession demand letter, take steps to provide access to services and public utilities such as water and MGL connection. However, the Promoter shall not be responsible for water supply and/or delays on the part of service provider/s. The Promoter shall, however, make alternate arrangements to provide uninterrupted potable water for initial 3 (three) months from the Handover Date or till such time the relevant utility provider does not supply water, whichever is earlier.

9. FAILURE OF ALLOTTEE TO TAKE POSSESSION

- 9.1 Upon receiving a written intimation from the Promoter as per clause 8.1 hereinabove, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as may be required, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession of the said Apartment, within the time provided hereinabove, such Allottee shall continue to be liable to pay maintenance charges and all outgoings, as applicable and determined by the Promoter or the association of allottees, from the Handover Date. Moreover, from the Handover Date the upkeep, maintenance, and internal condition of the said Apartment shall be at the cost of the Allottee/s alone. The Promoter shall not be responsible for any wear and tear to the said Apartment which may occur after the Handover Date. The Promoter shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition of the said Apartment on and from the Handover Date. It is clarified that though the Promoter is under no obligation to do so, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Apartment even after the Handover Date. It is further clarified that, in the event the Allottee fails to take the possession of the said Apartment, from the Promoter within the Handover Date, then the Allottee shall be liable to pay to the Promoter, compensation at the rate of INR 40/- (Rupees Forty Only) per sq. ft. of the carpet area, per month, from the Handover Date, for the upkeep/cleaning/maintenance of the said Apartment. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoter in case of the Allottee's failure to take timely possession.
- 9.2 If, within a period of 5 (Five) years from the Handover Date, the Allottee brings to the notice of the Promoter, any structural defect/s in the said Apartment or any defects in workmanship, quality, provision of service, or the material used (normal wear and tear and misuse caused by or attributable to the Allottee/s excluded), subject to clause 17 hereunder, and provided the Allottee is not guilty and responsible for such defect, then wherever possible, such defects shall be rectified by the Promoter or its contractor at its own costs, within 30 days of receipt of such written notice from the Allottee, and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive, from the Promoter, compensation for such defect/s, in the manner as provided under the Act. The Allottee shall, without any reluctance, give access to the contractors, workers, etc., of the Promoter, to the said Apartment, as may be required for rectifying such defects. However, it is specifically agreed that, if the Allottee does any alterations and/or causes damage to the said Apartment, due to the negligent use, modifications, acts or omission by himself/herself and/or his agents, visitors, contractors, etc., such as waterproofing, fittings, pipes, fixtures etc., without the prior written consent of the Promoter, then the Promoter shall not be liable for any such defect/s.
- 9.3 With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided by Promoter, the Allottee shall maintain the same at his/her own cost. The Promoter shall handover the warranty cards (if provided by the manufacturer) for the electronic items provided in the said Apartment. The Promoter shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/resolved.
- 9.4 The Allottee shall use the said Apartment or any part thereof or permit the same to be used, only for purpose of residence and he/she shall use the garage or parking space/s only for purpose of keeping or parking his/her vehicle/s.

10. FORMATION OF SOCIETY/ASSOCIATION

- 10.1 The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 10.2 The Promoter shall, within 3 (three) months of registration of the society or association or limited company of the allottees or sale of all apartments thereto (whichever is later), , cause to be transferred to the said society or limited company, all the rights, title and the interest of the Promoter in the structure of the said Project (excluding basements and podiums), in which the said Apartment is situated. In the event, any of the apartments in the said Project are unsold, at the time of formation and registration of the society/limited company/association, then the Promoter may retain such unsold premises, as the owner thereof, without any liability to the society/company/association of the allottees. The Promoter shall be solely entitled to deal with and/or dispose of such unsold premises in such a manner as it may deem fit and proper. The society/limited company/association of the allottees shall admit, as its members, the allottee/s of such unsold premises, without any protest.
- 10.3 The Promoter shall be entitled to (but not obligated to) transfer/assign/sub-lease to the Association, within 3 (three) months of registration of the Federation/Apex body of the societies or limited company or within 3 (three) months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Free Sale Land, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter in the said Free Sale Land on which the Crescent Bay Project, with multiple wings or buildings, is constructed subject to the Promoter's right to dispose of the remaining Apartments, if any.
- 10.4 In case of land owned by government bodies including State Govt., MCGM, MHADA, MMRDA etc., the Chief Executive Officer of the Slum Rehabilitation Authority ("SRA") shall lease the Free Sale Land in accordance with the provisions of Section 15A of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 ("Slum Act") and any amendments made thereto from time to time. Accordingly, the SRA shall execute Deed of Lease in favour of the Society/Apex Body after completion of the necessary formalities as contemplated under Section 15A of the Slum Act. The Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allottee/s hereby agree(s) and confirm(s) that, till conveyance/lease of the buildings and underlying Free Sale Land to the Association or Apex Body or Federation (as the case may be), the Allottee/s shall continue to pay all the Outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Promoter/ Society (as the case may be) from time to time.
- 10.5 The Allottee/s has/have understood the aforesaid scheme as envisaged by the Promoters regarding the aforesaid transfer in favour of the Society/Apex Body; and the Allottee/s hereby agree/s and undertake/s with the Promoters that the Allottee/s shall never hold the Promoters responsible or liable if the concerned authorities do not execute or approve the lease deed for the aforesaid transfer in favour of the Society/Apex Body or any other document of transfer in respect of the building/ said Project//Free Sale Land in favour of the Society/Apex Body or Federation. Moreover, the execution of the documents for effectuating the transfer in favour of the Society/Apex Body or Federation shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned

authorities and/or the Government and the Allottee/s hereby agree/s and undertake/s that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

- 10.6 From the Handover Date, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Free Sale Land and the said Project namely, local taxes, property tax, betterment charges or such other levies by the 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 said Free Sale Land and the said Project. Until the society or limited company is formed and the structure of the said Project is transferred to it, the Allottee shall regularly pay to the Promoter such proportionate share of outgoings, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter, provisional contribution of Rs. **386,640/- (Rupees Three Lakh Eighty Six thousand Six hundred Forty Only)** for 24 (Twenty Four) months towards the outgoings and maintenance of the common areas and facilities. Upon handover of charge of the common areas and facilities, the Allottee shall pay the monthly/quarterly maintenance charges to the Promoter/society, as applicable, at that time. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the said Project is executed in favour of the society or a limited company, as aforesaid. On such conveyance/assignment of lease being executed for the structure of the said Project, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid/handed over by the Promoter to the society or the limited company, as the case may be.

11. OTHER CHARGES

The Allottee shall, on or before delivery of possession of the said Apartment keep deposited with the Promoter, the amounts ("**Other Charges**") as mentioned in the Fourth Schedule, in addition to the Consideration. The Adhoc Maintenance Charges shall be utilised by the Promoter towards maintenance of the common areas and amenities. The Club House Charges are the proportionate reimbursement of the amount incurred by the Promoter for development of the same and are non-refundable to the Allottees/s or any other allottees of Association/Apex Body. The Promoter shall retain an amount equivalent to 3 (three) months of maintenance charges as 'deposit' towards any shortfall/deficit in payment of the same. The amounts so paid by the Allottee, towards maintenance charges to the Promoter, shall not carry any interest and remain with the Promoter until the handover of charge in favour of the society or a limited company or Association of allottees, as aforesaid. Upon handover of charge of the common areas of the building to the society and/or Association of allottees, the Allottee shall pay the monthly / quarterly maintenance charges to the society / Association of Allottees, as applicable, at that time. Upon the handover of charge of those apartments/buildings for which occupancy certificate has been granted, the aforesaid deposits (less deduction provided for in this Agreement), shall be paid / handed over by the Promoter to the society or the limited company or Association of Allottees, as the case may be.

12. At the time of registration of conveyance or lease, of the structure of the said Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, payable by the said society or limited company, on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project. At the time of registration of conveyance or lease of the said Free Sale Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or federation on such conveyance or lease or any document or instrument of transfer, in respect of the structures of the said Free Sale Land, to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the Free Sale Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out

- development upon the Free Sale land and also has actual, physical and legal possession of the Free Sale Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
 - iii. There are no encumbrances upon the Free Sale Land or the said Project except those disclosed in the title certificate and the website of the Regulatory Authority;
 - iv. There are no litigations pending before any Court of law with respect to the Free Sale Land or said Project except those disclosed in the title certificate and the website of the Regulatory Authority;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, Free Sale Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, Free Sale Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Free Sale land, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Free Sale land, including the said Project and the said Apartment which will, in any manner, 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 Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance/lease deed of the building/structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure, to the association of the allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Free Sale Land and/or the said Project except those disclosed in the title certificate and the website of the Regulatory Authority.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenant with the Promoter as follows :-
- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition, from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Apartment is situated and the said Apartment itself or any part thereof, without the consent of the local authorities, if required.
 - ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said Apartment 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, common passages or any other structure of the said Project in which the said Apartment is situated, including entrances of the said Project in which the said Apartment is situated and in case any damage is caused to the said Project in which the said Apartment is situated or the Apartment, 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 Apartment and maintain the said Apartment 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 said Project in which the said Apartment is situated or the said Apartment 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment 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 said Project in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment, without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same).
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Free Sale Land and the said Project in which the said Apartment 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 Apartment in the compound or any portion of the said Free Sale Land and the said Project in which the said Apartment is situated.
- viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project in which the said Apartment is situated. However, Allottee has agreed that the Promoter shall not be responsible for power fluctuation, power failure, delay in / interruption of gas supply, power supply, water supply, etc., by the concerned authority and /or other utility service providers, if any.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xi. The Allottee shall not transfer/sell the said Apartment, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Apartment to the Promoter. In the event the Allottee intends to transfer/ sell the said Apartment after handover of possession of the said Apartment but before the formation of the Society/Limited Company/ Association of the allottees, the Allottee shall require the prior written consent of the Promoter and the Allottee shall pay, to the Promoter, assignment/facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Apartment, at the on-going sale value or the resale value, whichever is higher, without demur and protest.

- xii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said Project and the apartments therein 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment in the said 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.
- xiii. Till a conveyance of the structure of the said Project in which said Apartment is situated, is executed in favour of society/limited company/association of allottees, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
- xiv. Till the conveyance/ lease of the said Free Sale Land, on which the said Project in which said Apartment is situated, is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their successors, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Free Sale Land or any part thereof to view and examine the state and condition thereof.
- xv. The Allottee has confirmed and assured the Promoter prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Larger Land, the Crescent Bay Project and the said Project. The Allottee hereby undertake that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /SRA/Government or any other competent authority in respect of the said Apartment at his/her/its/their own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- xvi. The Allottee are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottee. The common areas and amenities in the Crescent Bay Project shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The common amenities may be completed after possession is offered. Non-completion of the amenities shall not be a ground for refusing to take possession. The Allottee confirms that he will not have any objection to the same.
- xvii. The Allottee shall not interfere or obstruct in any manner in any work of present/Future Development and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, amenities and/or any other common facilities or areas to be provided in the Crescent Bay Project or any part thereof, till the same is transferred to the Apex Body/Federation of the societies and the Allottee shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- xviii. Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (for breach of any of the terms mentioned hereinabove, the Allottee shall be solely responsible for all the consequences arising because of the same).
- xix. Not cause any hardship, annoyance or nuisance to any other allottees/occupants of the building.

- xx. The Allottee shall make payment towards formation and registration of the Apex Body/Federation and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the conveyance/lease deed etc., it being agreed that the Promoter shall not be required to give details of these expenses;
- xxi. Not to change the external colour scheme or the pattern of the colour of the building;
- xxii. Not to fix any grill to the said Apartment, building or windows except in accordance with the design approved by the Promoter;
- xxiii. The Allottee/s shall not make any changes to the said Apartment which may result in the area of the said Apartment increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Apartment shall remain the same as it was at the time of handing over possession of the said Apartment;
- xxiv. The Allottee/s shall, at no time, demand partition of his/her/its/their interest in the said Apartment and/or the Crescent Bay Project and /or the said Larger Land and/or said Free Sale Land, and shall not ask for any independent rights, access therein. It is being hereby agreed and declared by the Allottee that his/her/its/their interest is inseparable/indivisible;
- xxv. Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Apartment and air-conditioning units at any point of time;
- xxvi. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment or the building or any part thereof in any manner whatsoever;
- xxvii. Not to carry out any unauthorized changes/addition in the said Apartment and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Apartment and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Apartment or otherwise whatsoever;
- xxviii. Not to use the said Apartment as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence;
- xxix. Not to display at any place in the Crescent Bay Project and/or the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the buildings and /or common areas and facilities or in any other place in the Crescent Bay Project or on the window, doors and corridors of building, provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the said Apartment;
- xxx. To park all vehicles including visitors' vehicles in the allotted/ designated parking spaces/lots only as may be prescribed by the Promoter and not at any other place. The Allottee shall use the car parking space (allotted parking lots) only for purpose of parking cars. The Allottee/s agree/s that there shall be no unauthorized usage of the allotted car parking space/garage;
- xxxi. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, corridors and passageways in the building and /or the said Project and/or any part of the Free Sale Land;
- xxxii. Not to construct a loft and/or mezzanine floor in the said Apartment irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed

or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Apartment or any part thereof;

- xxxiii. Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of applicable Development Control Rules and Regulations;
- xxxiv. To use the passenger lifts in the said Project or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Project or any part thereof including the said Apartment;
- xxxv. The Promoter shall be entitled to inspect all interior works carried out by the Allottee in the said Apartment. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is/are harmful to the said Apartment or to the structure, facade and/or elevation of the said Project or any part of the building then, the Promoter can direct the Allottee/s to stop such interior work with immediate effect and the Allottee/s shall comply to the same, without any dispute or demur;
- xxxvi. The Allottee shall ensure that the debris of the interior works are dumped in an area earmarked for the same and shall be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other allottee/s or occupiers of the said Project and /or the Crescent Bay Project. All costs and consequences in this regard will be to the account of the Allottee/s;
- xxxvii. The Allottee/s shall ensure that the execution of interior works in the said Apartment is carried on only between 9 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays & Public Holidays;
- xxxviii. The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place, other than those earmarked for the same. Any damage caused to the structure / wall /ceiling /flooring due to which there are any complaints of any leakages/seepage in the adjoining or flat below/above the said Apartment, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;
- xxxix. The Allottee shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment or the said Project or anywhere else in the Crescent Bay Project and use only the toilets earmarked by the Promoter for this purpose;
- xl. All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s shall indemnify/keep indemnified the Promoter in this regard;
- xli. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s, at the Allottee/s's own cost, and that the Promoter will not be held responsible for the same and the Allottee/s shall indemnify the Promoter in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnify/indemnifies the Promoters in this regard;
- xlii. During the execution of interior works, if any of the Allottee/s' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative will be removed forthwith and will not be allowed to re-enter the said Apartment or the said Project and /or the Crescent Bay Project. Further, the Allottee/s shall be responsible for acts of all such persons and the Allottee/s shall indemnify/keep indemnified the Promoter in this regard;

- xliii. The Allottee/s shall ensure that common passages/ common areas are not obstructed or damaged during works or thereafter;
- xliv. If, after the date on which the Allottee has taken possession of the said Apartment, damage, of whatsoever nature (not due to defect in construction envisaged hereinabove), is caused to the said Apartment and/or other units/areas in building or any part of the Crescent Bay Project, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee/s shall duly indemnify the Promoter in this regard;
- xlv. The amenities/furniture and fixtures displayed in the sample apartment are only for display and the Promoters are not required to provide the same to the Allottee/s;
- xlvi. The Allottee/s shall not be entitled to enclose the verandah, balcony or common passage or make any alterations or changes in the elevation of outside colour scheme of the said Apartment and/or the outside glass panels;
- xlvii. With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided (if any) by the Promoter, the Allottee shall maintain the same at his/her own cost. The Promoters shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/resolved;
- xlviii. Post handover of possession of the said Apartment by the Allottee, the Allottee agrees that if the Promoter needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Apartment to any other premises in the building, then in that event, the Allottee/s shall allow the Promoter to do so, without raising any objection of whatsoever nature for the same;
- xlix. The Allottee shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever;
- I. In the event of any Tax liability, levies and any other imposts/impositions that may be levied by the Central / State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the said Apartment, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoters, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoters, without any delay or demur and the Allottee/s shall indemnify and keep fully indemnified the Promoters in respect of the non-payment or delayed payments thereof;
- li. The Allottee is aware that subject to the approvals from the concerned authorities, the Promoter shall have right to increase the floors/residential levels of the buildings, for which the Promoters have the right to register with RERA, the apartments above the existing residential levels of the building/s, either as a separate real estate project or as part of the said Project, and the possession/completion of such separate real estate project may be at a different date. The Allottee gives the explicit consent to the Promoters for the development / construction of such additional floors/residential levels, either as a separate/independent real estate project/ new phase or as part of the said Project, with the separate timelines to complete the same in terms provisions of RERA and RERA Rules, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time.
- lii. The Allottee/s shall enter upon, occupy, possess and enjoy the said Apartment as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Apartment: -

- a) Any internal work in the said Apartment including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all statutory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses, make good the damage, if any, caused to the Building, common areas, passage and staircase, etc. during the course of furnishing the said Apartment.
- b) Allottee/s shall, under no circumstances, carry out any work related to interior / furniture in the common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.
- c) Allottee/s shall not, in any manner whatsoever, make any structural changes which may affect the R.C.C. frame structure of the building.
- d) Allottee/s shall under no circumstances cover / enclose the service duct areas and further, Allottees shall not convert the same into storeroom or servants' room, etc.
- e) Allottee/s shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the building. Allottee/s shall also not do any act which will change/alter the external façade and/or common areas of the building.
- f) Allottee/s shall not change the outside colour scheme or coating of the Building.
- g) Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.
- h) Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the Building.
- i) Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/balconies.
- j) Allottee/s shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided for split A.C.
- k) The Allottee/s alone shall be liable and responsible for any damage that may be caused to the said Apartment or to the adjoining flat/s or on the upper or lower floors or to the Building, due to any act or omission on the part of the Allottee/s in carrying out such changes and you will indemnify and keep the Promoters indemnified of, from and against all costs, charges and expenses and consequences arising due to such act or omission.
- l) Allottee/s will use only the service elevator for carrying all furniture and goods.
- m) Allottee/s will inform the Promoters, in writing, the names and number of workmen who will be authorized to enter the said Apartment, in case of any work to be carried out or undertaken.
- n) Allottee/s will be responsible for any theft/damage of material which are being brought to the Building / said Apartment, by the Allottee/s or their contractor, agent, workers, etc. In case of any accident, of any nature, caused either to the Allottee/s workmen/agents or any other person, the Promoter shall not be responsible for the same.
- o) Allottee's workers/labourers/agents shall be checked by the security staff while going in and coming out of the Building. Allottee/s' workmen and agents shall not

do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Apartment and nuisance shall not be caused, at any time, to occupants of the other flats/premises in the Building. The Allottee/s workmen shall leave the Building at 07.00 P.M. every day.

- p) Allottee/s and their workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would create any nuisance, disturbance on all days between 02.00 P.M. till 04.00 P.M. and the entire day on Sundays & Public Holidays and nuisance shall not be caused at any time to the occupants of other flats and other premises in the Building.
 - q) Allottee/s are required to make suitable arrangements for removal of debris. In case the debris is not removed, we shall do the same and debit Rs. 5,000/- (Rupees Five Thousand only) for each truck trip for removal of debris, to the Allottee/s' account.
 - r) Allottee/s will not raise any objection to the terms and conditions contained in diverse agreements made or to be made between the Promoters and purchasers of the other flats and premises comprised in the said Project.
 - s) In case of any complaints are received from occupants of the Building, in respect of leakage, nuisance, etc. from the said Apartment, the Promoter's staff, security and authorized personnel will have the right to visit the said Apartment, after giving reasonable notice to the Allottee/s
- liii. The Allottee/s have agreed to pay proportionate share in the taxes, (if any), water taxes, electricity charges, all expenses for maintenance of the said Apartment and / or the said Project and/or the Crescent Bay Project, and all outgoings, whatsoever, as may be determined by the Promoters, until the Apex Body/Federation/Association/any other legal entity takes charge and control of management of the Crescent Bay Project. The account of such amounts and corpus funds shall be rendered to the Association or Apex Body as the case may be;
 - liv. The Allottee/s are aware that all electricity bills, from the Handover Date, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoter responsible for any consequences arising of non-payment thereof;
 - lv. The Allottee/s agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoters and/or the Association /Apex Body in charge of maintaining and/or providing common facilities in the Crescent Bay Project/said Project. The Allottee/s shall maintain proper code of conduct and discipline in the Crescent Bay Project and give every possible co-operation to the Promoters and/or any other person or body that may have been appointed by the Promoter, in that behalf, in maintaining cleanliness and good atmosphere in the Crescent Bay Project, for the better enjoyment of the common facilities by all the occupants of the Crescent Bay Project.
 - lvi. The Allottee/s hereby declare, confirm and covenant that, in the event the Allottee/s transfer/sell the said Apartment and/or their right, title and/or interest in respect thereof, in favour of any person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all such purchasers/transferees and in the event of their failing to do so, the Promoters or the Association shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees;
 - lvii. Further, the Allottee/s undertake that, if they give the said Apartment on lease/leave and license, they shall inform the Promoters in writing and also obtain the necessary police verification of the licensee/lessee and submit a copy of the same to the Promoter/Association;

- lviii. As regards the formation of the Association/Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project;
 - lix. The Promoters shall have a first lien and charge in respect of the said Apartment till such time that the Allottee/s has/have made full and complete payment of all monies payable under this Agreement. In case the Allottee/s obtain loan in respect to the said Apartment from the bank and/or any financial institution, the bank and/or financial institution shall have a pari passu charge towards the amount released by the bank and / or financial institution and /or towards the balance payable by the Allottee/s towards the loan.
 - lx. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area/s or unsold premises forming part of the building and/or the said Project and/or the Crescent Bay Project, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter shall be entitled interalia construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the association of the apartment owners. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.
 - lxi. These covenants shall be binding on the Allottee/s and shall be operative even after the formation of the Association/Apex Body.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee, as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the apartments or of the said Project and Crescent Bay Project or any part thereof. The Allottee shall have no claim, save and except in respect of the said Apartment hereby agreed to be sold to him, and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Promoter until the structure of the said Project is transferred to the Society/Limited Company or other body and until the said Free Sale Land is transferred to the Apex Body / Federation as hereinbefore mentioned.
17. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Free Sale Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled interalia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the organisation of the apartment allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created, then notwithstanding anything contained, in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such apartment.

19. BINDING EFFECT

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 and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee, without any interest or compensation whatsoever, after deducting therefrom amounts/charges as mentioned in this Agreement.

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

21. RIGHT TO AMEND

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

22. 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 said Apartment/ said Project / Crescent Bay Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment, for all intents and purposes.

23. SEVERABILITY

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

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Crescent Bay Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the Crescent Bay Project.

25. FURTHER ASSURANCES

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

26. 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 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.

27. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

28. That 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 Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

ALLOTTEE:

Dr. Sameer Pagad and Dr. Harsha Pagad

Allottee's Address: 202, Bldg - 3 , Wimbeldon Park Pokhran Road -1, Opp. JK School, Thane West – 400606, Maharashtra, India

Notified Email ID: spagad@yahoo.com

PROMOTER:

L&T Parel Project Pvt. Ltd. (Registered Office)
L & T House, N.M. Marg, Ballard Estate, Mumbai 400001

L&T REALTY (CRM Office)
A. M. Naik Tower, L&T Campus, Gate No. 3,
Jogeshwari – Vikhroli Link Road (JVLR), Powai, Mumbai – 400 072
Notified Email ID: feedback@larsentoubro.com

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

29. 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, be considered as properly served on all the Allottees.

30. STAMP DUTY AND REGISTRATION

The Allottee shall, bear all, costs and expenses towards the Stamp Duty and the Registration Charges and admit execution of this Agreement, for registration, with the Sub-Registrar of Assurances and shall execute all other necessary deeds and documents, and do all other acts, deeds, matters and things as may be and if required, to perfect the sale and transfer of the said Apartment, in the manner contemplated under this Agreement.

31. DISPUTE RESOLUTION

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

33. For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee/s are as follows:

- (i) Promoter's PAN - **AAECL8967C**
- (ii) Allottee's PAN - **BJFPS2522G and COJPP8802G**

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Larger Land)

Plot bearing C.S Nos. 426, 427(pt), 431, 1/ 431, 432 (pt), 1/437, 437 (pt), 440 (pt), 645, 646(pt), 648(pt), 649(pt), 650(pt) , 651 (pt), 654, 655 (pt), 657 (pt), 658 (pt), 659 (pt), 854, 869, 870, 871 of Parel Sewree Division and C.S. Nos. 155 (pt), 174 (pt), 176 (pt), 1/177 (pt), 185 (pt), 1038, 1039 of Dadar Naigaon Division F South Ward of Municipal Corporation of Greater Mumbai admeasuring 107988.64 sq. mtrs in the Registration District and Sub-District of Bombay City and Bombay Suburban bounded as follows:

On or towards the East: Existing cemetery & C.S. Nos.440, 647, 648

On or towards the North: 80 'Jerbai Wadia road, Existing Sanatorium, Existing T.B. hospital & C.S. No. 432(pt.) of Parel Sewree division and C.S.Nos. 174(pt.), 1039(pt.) of Dadar Naigaon division.

On or towards the West: Existing Best Housing, existing Ambekar Nagar Colony, existing G.D. Ambekar Road & C.S. Nos. 430, 659, 660, 663, 795, 849.

On or towards the South: Proposed 18.30 mtrs. wide DP Road, existing 6 mtrs. wide road, existing Golanji Hill Road & C.S. Nos. 425, 433, 1/432(pt.), 436, 438, 838.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Free Sale Land)

Plot bearing C.S Nos. 1/437, 437 (pt), 440 (pt), 645(pt), 646(pt), 651(pt), 654,854, of Parel Sewree Division, F-South Ward of Municipal Corporation of Greater Mumbai admeasuring 28044.59 sq. mtrs. in the Registration District and Sub-District of Bombay City and Bombay Suburban bounded as follows:

On or towards the East: Proposed 13.40 mtrs. wide DP road, existing cemetery & C.S. Nos. 440, 645, 646, 647, 648 of Parel Sewree division

On or towards the North: Existing Dimple & Lucky Star CHS of Latif Compound, 80' Jerbai Wadia Road & C.S. No. 432(pt.) of Parel Sewree division

On or towards the West: Proposed 12.20 mtrs. wide DP Road & C.S. Nos.430, 659, 660, 663, 795, 849 of Parel Sewree division

On or towards the South: C.S. Nos. 437 & 440 of Parel Sewree division

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Description of the said Apartment)

Apartment bearing No **1803** admeasuring **94.980** sq. mtrs. carpet area i.e. approximately **1022.360** square feet, alongwith Ancillary areas admeasuring **10.340** sq. mtrs. (**111.300** Sq. ft.), on the **18th** floor in Tower **T3** of the Project known as "CRESCENT BAY", alongwith **2** car parking space/s.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(Details of Earnest Money, Bank details, etc.)

<u>1</u>	Consideration	Rs. 4,55,41,180/- (Rupees Four Crore Fifty Five Lakh Forty One thousand One hundred Eighty Only) excluding GST & other applicable tax
<u>2</u>	Earnest Money	Rs. 45,19,577/- (Rupees Forty Five Lakh Nineteen thousand Five hundred Seventy Seven Only), being 9.9 % of the Consideration (excluding GST & other applicable tax)
<u>3</u>	The Bank Account details of the Promoter for the purpose of making payment by the Allottee/s	2012184457
<u>4</u>	Rebate for early payments at the sole discretion of the Promoter	NIL % of equal Installments payable by the Allottee/s.

PAYMENT SCHEDULE

Particulars	Amount in (Rs)
Earnest Money	1,100,000.00
	3,454,118.00
On Possession	40,987,062.00
Total	45,541,180.00

OTHER CHARGES

The Allottee/s shall pay the following amount to the Promoters (as per clause 11 of this Agreement) upon receipt of Occupancy Certificate in respect of the said Apartment :

Description	Amount (Rs.)
Club House Charges	600,000
Corpus Fund	100,000
Adhoc Maintenance Charges towards proportionate share of taxes, other charges and outgoings	386,640
Charges towards Water, Electricity, Drainage, Sewerage Connection etc.	100,000
Charges towards Mahanagar Gas Connection	21,500
Share money, application, entrance fee of the Society	600
Legal Charges	25,000
Society Formation Charges	25,000
Total	1,258,740

SIGNED AND DELIVERED)
By the within named **PROMOTER,**)
L&T Parel Project Pvt. Ltd.)
by its authorised signatory)
_____)
Authorised under Board resolution)
dated 01st February 2022)
passed by its Board of Directors)
In the presence of.....)

SIGNED AND DELIVERED)
By the within named)
Omkar Realtors & Developers Pvt. Ltd.)
by its authorised signatory)
_____)
authorised under Board Resolution)
dated 25th September, 2013)
passed by its Board of Directors)
In the presence of)

SIGNED AND DELIVERED)
By the withinnamed)
M/s. Omkar Realtors & Developers)
by its authorised signatory)
_____)
authorised under Board Resolutions)
dated 25th September, 2013)
of its Partners (1)Task Realtors Pvt. Ltd)
and (2) Velocity Realtors Pvt. Ltd.)
In the presence of)

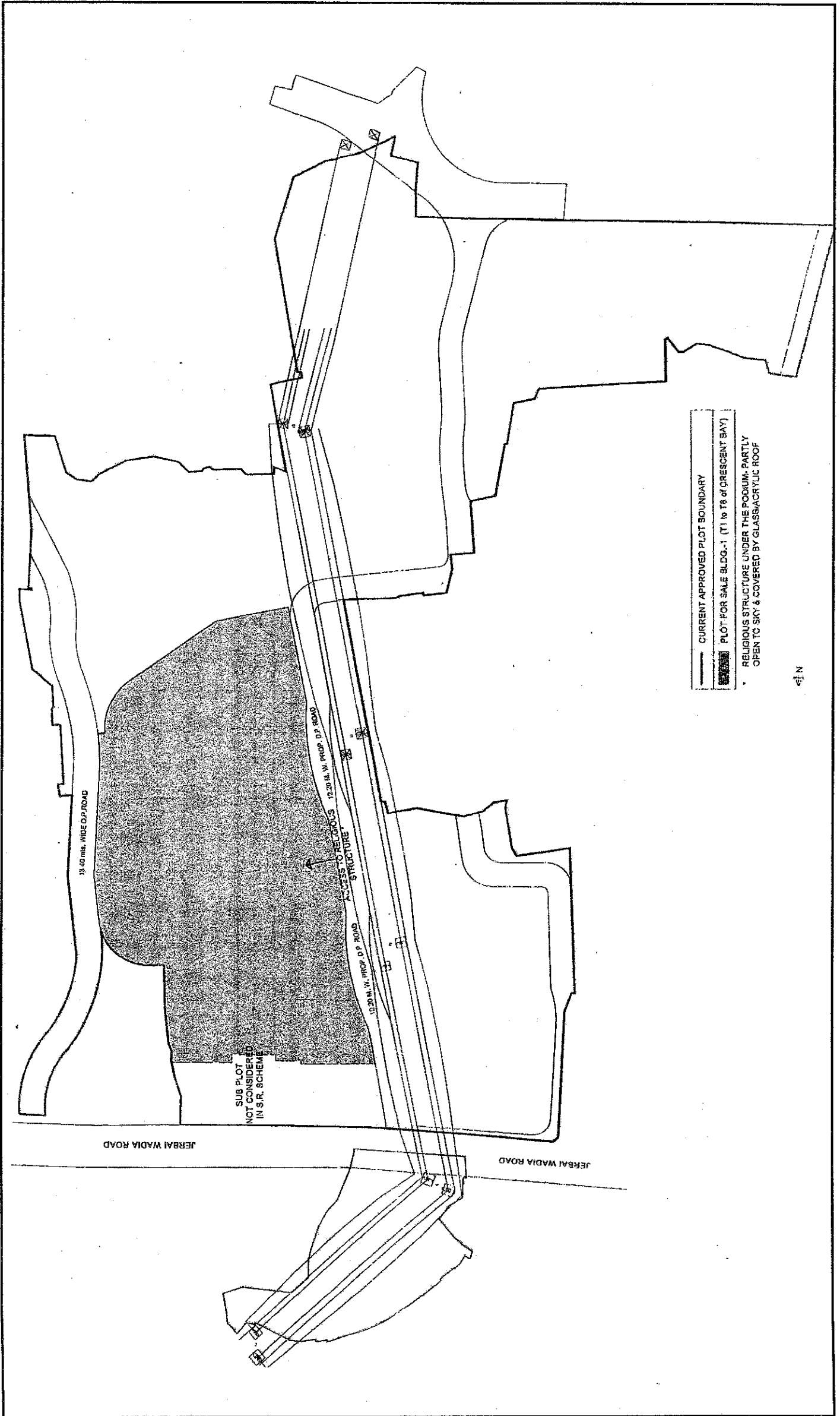
SIGNED AND DELIVERED)
by the withinnamed)
Darshan Realtors Pvt. Ltd.)
by its authorised signatory)
_____)
authorised under Board Resolution)
dated 25th September 2013)
passed by its Board of Directors)
In the presence of)

SIGNED AND DELIVERED)
By the within named,)
M/s. Om Shanti Realtors)
by its authorised signatory)
_____)
authorised under Board Resolution)
dated 10th January 2018)
passed by its Board of Directors)
In the presence of

SIGNED AND DELIVERED BY THE)
within named **ALLOTTEE/S**)
Dr. Sameer Pagad)

Dr. Harsha Pagad)
In the presence of)

ANNEXURE - A



— CURRENT APPROVED PLOT BOUNDARY
▨ PLOT FOR SALE BLDG.-1 (T1 to T6 of CRESCENT BAY)

* RELIGIOUS STRUCTURE UNDER THE PODIUM, PARTLY OPEN TO SKY & COVERED BY GLASS/CRYLIC ROOF

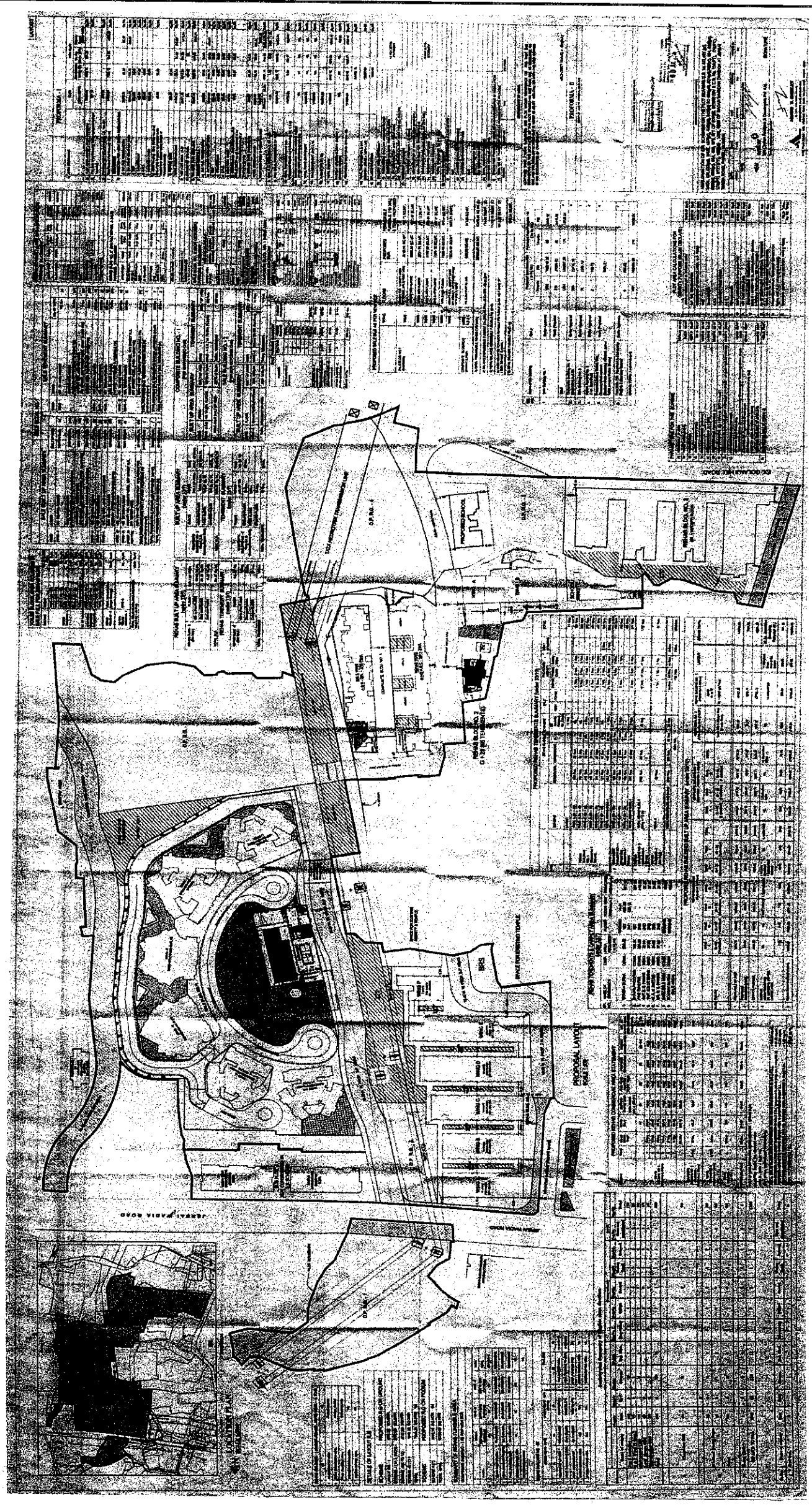
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ANNEXURE - B

(List of Amenities for Towers T1-T5)

Specifications & Facilities of Common Area
Elevators of reputed brand- OTIS/FUJITEC/TOSHIBA/MITSUBISHI/HITACHI/ SCHINDLER/THYSSENKRUPP Or Equivalent
Separate service cum stretcher lift - OTIS/FUJITEC/TOSHIBA/MITSUBISHI/HITACHI/ SCHINDLER/THYSSENKRUPP Or Equivalent
Firefighting system with Hydrant & Sprinklers
CCTV surveillance at tower entrance/exit and Lift
Power backup for lift and emergency lighting in Normal Operating Condition; Fire Lift and fire emergency load in fire critical mode
Vitrified flooring in Typical Lift Lobby Area - NITCO/ KAJARIA/ JOHNSON/ EURO Or Equivalent
Air conditioned Main Entrance Lobby
Marble in Entrance Lobby /Reception at drop off level
CLUB HOUSE AMENITIES
Squash Court
Badminton Court
Lounge Area
Tennis court
Viewing Gallery
Changing Rooms
Toilets
AMENITIES (OUTDOOR)
Swimming Pool & Kid's pool
Skating Rink
Jogging track
Amphitheatre
Children's play area
Gazebo/Pergola
Indoor Games Room with Table Tennis, snooker and Carom

ANNEXURE - C



ANNEXURE - D

SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. SRA/ENG/2700/FS/ML/AP

COMMENCEMENT CERTIFICATE

SALE BUILDING

To,

M/s. Omkar Realtors & Developers Pvt. Ltd.
~~Omkar Esquare, Off Eastern Express Highway~~
~~Opp. Sion Chunabhatti, Signal, Sion~~
Mumbai - 400 022.

Sir,

With reference to your application No. 1031 dated 29-6-2011 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. _____ C.T.S. No. 656(pt) * of village _____ T. P. S. No. _____ ward F/South situated at _____ * 795(pt.), 849(pt.), 657(pt.) *

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI U/R No. SRA/ENG/1678/FS/ML/LOI dt. 19-1-2010 IOA U/R No. SRA/ENG/2700/FS/ML/AP dt. 06-8-2011 and on following conditions.

1. The land vacated in consequence of 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 reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced 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 C.E.O. (SRA) 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 condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) 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 and 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 C.E.O. (SRA) has appointed Shri D.V. Pawar

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to plinth level (i.e. 6th level podium top slab).

* 655 (pt), 797, 654 (pt), 432 (pt),
658 (pt), 659 (pt), 653 (pt), 440 (pt),
437 (pt) of Parel Sewri Divn. & CS No. 155 (pt)
174 (pt), 176 (pt), 1/177 (pt), 180 (pt) of Dadar
Naigaon Divn. & CS No. 440 (pt), 437 (pt), 652 (pt)
653 (pt), 654 (pt) of Parel Sewri Divn.

For and on behalf of Local Authority
The Slum Rehabilitation Authority


Executive Engineer (SRA)-II

FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

2 JAN 2012


SRA/ENG/2700/FS/ML/AP

This C.C. is now reendorsed as per the amended approved plans dated 02/01/2012 under no. SRA/ENG/2700/FS/ML/AP, upto top of the 5th podium slab of safe building comprising of five wings namely J, K, L and M.


Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/AP 10 JAN 2014

This C.C. is extended to safe wing 'J' upto 39th floor level and to safe wing 'K' & 'M' for full height i.e. upto 21st & 39th floor respectively (including L.M.R., O.H.T. & staircase room), as per approved amended plans dtd. 02/01/2012.


Executive Engineer (City)
Slum Rehabilitation Authority

~~This C.C. is now reendorsed and further extended for wing J, K, L and M of safe building no 1 under reference upto full height (i.e. incl. C.H.F., L.M.R., elevation features and staircase room) as per approved amended plans dt 7/5/2014 issued under evanno.~~

Executive Engineer
Slum Rehabilitation Authority


SRA/ENG/2700/FS/ML/AP - 8 MAY 2014

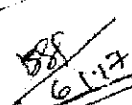
This CC is now Re- endorsed and also extended for sale wing-I upto 15th floor & L upto 21st floor respectively and also further extended for sale wing-J, K & M for full height (i.e. including O.H.T, L.M.R, elevation features above terrace & Staircase Room) respectively, as per approved amended plans dtd. 07/05/2014, issued under NO. SRA/ENG/2700/FS/ML&PL/AP.


Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/AP 22 AUG 2016

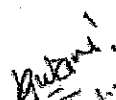
This C.C. is re-endorsed and extended upto topmost podium level of wing 'N' of sale bldg. No. '1', as per approved amended plans dtd. 30/07/2016.


Executive Engineer
Slum Rehabilitation Authority

Issued
Sign 
6.1.17

SRA/ENG/2700/FS/ML/AP - 6 JAN 2017

This C.C. is further extended from 16th to 28th floors of wing 'I', from 22nd to 36th floors of wing 'L' and upto full height i.e for 53rd & 54th floor of wing 'J', for 48th & 49th of wing 'K', for 40th & 41st floor of wing 'M', including staircase room, L.M.R. room, OHWT, Elevation features above topmost storey of the said sale building No. '1' u/ref as per approved amended plans dated. 30/07/2016.


Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/AP

17 MAR 2017

This C.C. is further extended upto full height i.e. from 29th to 54th floors of wing 'I' & from 37th to 43rd floors of wing 'L' including staircase room, LMR, OHWT & elevation features above topmost storey of Sale Bldg. No.1 4/ret. as per approved amended plans dtd. 30/07/2016.

R. Mani
13/3/17
Executive Engineer
Slum Rehabilitation Authority.

SRA/ENG/2700/FS/ML/PL/AP 13 MAY 2018

This C.C. is re-endorsed as per approved amended plans u/no. SRA/ENG/2700/FS/ML/PL/AP dtd. 22/05/2018.

R. Mani
31/5/18
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/PL/AP 2 JUL 2018

This C.C. is further extended from topmost podium level to 20th upper floors of Wing 'N' of Sale Building No.1 as per approved amended plans dtd. 20/07/2016, 22/05/2018

R. Mani

R. Mani
12/7/18
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/PL/AP 9 MAY 2019

This C.C. is re-endorsed for gymnasium on 5th podium level of Wing 'I' of Sale Building No.1 as per approved amended plans dtd. 09/05/2019.

R. Mani
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML & PL/AP

12 JUN 2020

This C.C. is further extended up to full height i.e. 21st floor to 47th floors of wing 'N' including staircase room, LMR, OHWT & elevation features above topmost storey of Sale Building No.1 as per approved amended plans dtd. 22/05/2018.

ANNEXURE- E1



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: Crescent Bay - T3 Plot Bearing / CTS / Survey / Final Plot No.: 437 pt, 440 pt, 645 pt, 646 pt, 651 pt, 854 pt at FSouth-400012, Ward FSouth, Mumbai City, 400012* registered with the regulatory authority vide project registration certificate bearing No P51900005188 of

1. **L&T Parel Project Llp (Jv With Ordpl)** having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400001*.

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

♦ 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 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

♦ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by me/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 up to **29/03/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.

♦ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;

♦ That the promoter shall take all the pending approvals from the competent authorities

♦ If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid

Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)

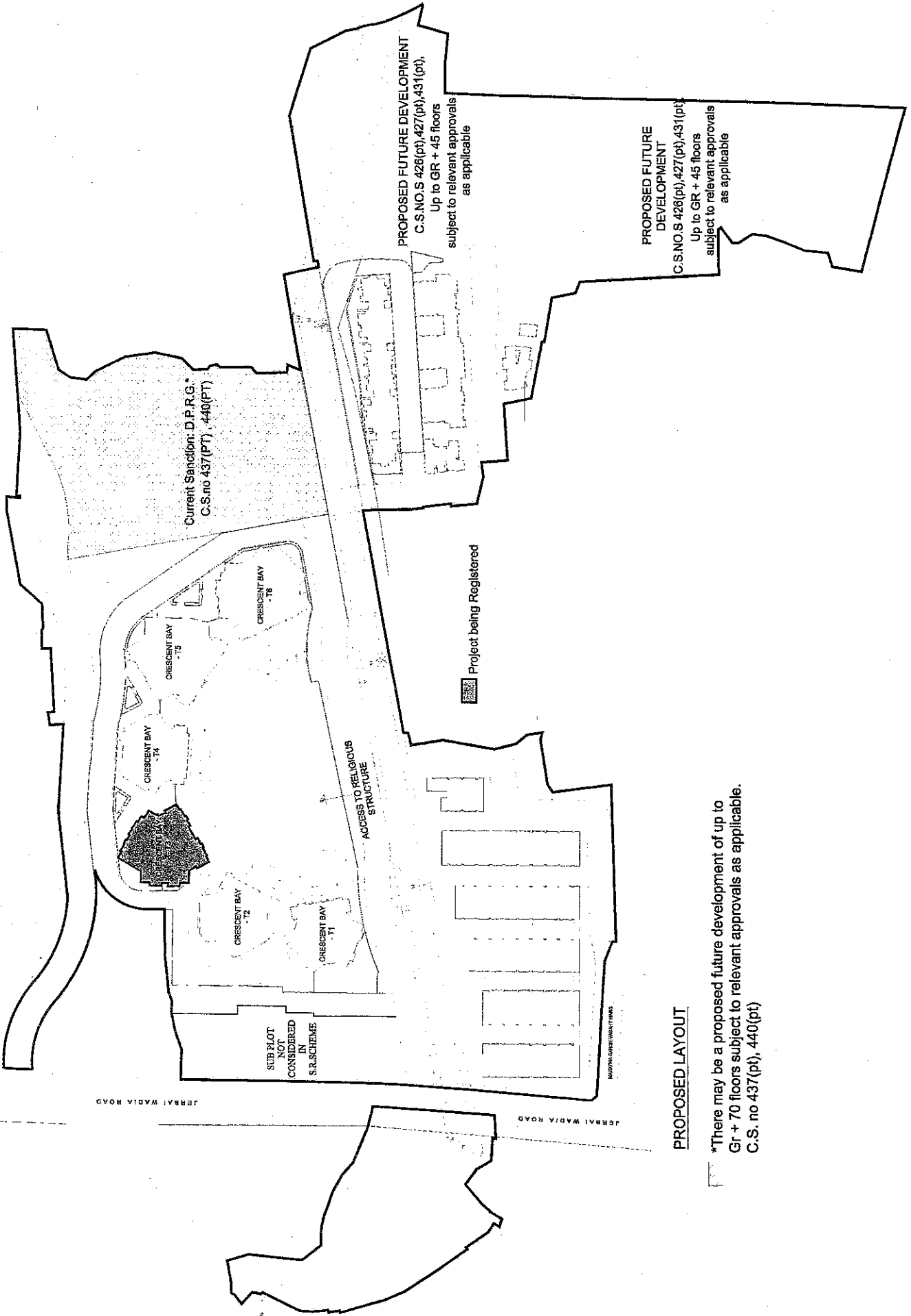
Date: 21/11/2022 16:24:36

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

Dated: **21/11/2022**

Place: **Mumbai**

ANNEXURE - E2



PROPOSED LAYOUT

*There may be a proposed future development of up to Gr + 70 floors subject to relevant approvals as applicable. C.S. no 437 (pt), 440(pt)

LEFT

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INTENTIONALLY

ANNEXURE - F (Colly)

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.) Date: [REDACTED]

B/5039/TC03/248/S/2013 2nd August, 2013

TITLE CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

- Municipal Corporation of Greater Mumbai hereinafter referred to as "M.C.G.M." is the owner of the of the property situate at Dadar Naigaon Division and Parel Sewer Division and more particularly described in the FIRST SCHEDULE hereunder written, which is hereinafter referred to as "the said MCGM property".
- The Tata Power Company Limited is the owner of property more particularly described in the SECOND SCHEDULE hereunder written, hereinafter called "the said TATA property".
- By Debenure Trust Deed dated 12th December, 1957 which is duly registered with the Sub-Registrar of Assurances of Mumbai under St.No. BOM- 884 -1958 a charge has been created for Rs.1,70,00,000/- (Rupees One Crore Seventy Lakhs only) on the said TATA property excluding the land bearing C.S.No. 185 of Dadar Naigaon Division
- By Debenure Trust Deed dated 7th June, 1963 which is duly registered with the Sub-Registrar of Assurances of Mumbai under St.No. BOM-306-1967 a charge has been created for Rs. 1,00,00,000/- (One Crore only) on the said TATA property excluding the land bearing C.S.No. 185 of Dadar Naigaon Division.
- By Notification dated 10th December 2008 bearing No. 6596/30/2008/1241, C.S.NO 1/177 & 185 of Dadar Naigaon and C S No. 660 (n) and 432(p) are declared "Slum Rehabilitation Area"
- By Notification dated 10th June, 2009 bearing No.SRA/CTS0/Khapdev/3C/2009/1154, C.S no. 431 and 432 of Parel Sewer division are declared "Slum Rehabilitation Area".

Bankim Khona
2.8.2013

1st Floor, 45, M. P. Shetty Marg, (Terminus Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001, INDIA.
Phone : 2265 2903 / 2265 8474 • Fax : 2265 9684 • E-mail : khonas@gmail.com

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.) Date :

B/5039/TC03/248/S/2013 2nd August, 2013

- We have not seen any original Title Deeds related to ownership of the said MCGM property and the said TATA property. Their names appear on the respective Property Register Cards (PR card) as owners.
- The Slum Rehabilitation Authority has granted its Letter of Intent (called LOI) bearing No. SRA/ENG/1678/FSML/LOI dated 19th January, 2010 in favour of M/s. Omkar Realtors & Developers Pvt. Ltd., for the redevelopment of the property more particularly described in the "First" and "Third" Schedules hereunder written which is hereinafter referred to as "the said LOI property" under the provisions of D.C. Regulation No 33 (10) read with Appendix IV. Our client M/s. Omkar Realtors & Developers Pvt. Ltd., (hereinafter referred to as "ORDPL") are developing the said LOI Property.
- "ORDPL", M/s. Darshan Realtors Pvt. Ltd. hereinafter called "the said Darshan" and M/s. Shree Siddhivihayak Enterprises now known as "Omkar Realtors and Developers" a partnership firm hereinafter referred to as "the said Omkar Firm" has entered into a Joint Venture Agreement dated 6th April, 2011 for amalgamating/clubbing all the individual schemes into Larger Scheme and for joint development of the Larger Plot. ORDPL, the said Darshan and the said Omkar Firm will be hereinafter collectively referred to "the said Omkar".
- ORDPL has applied for amalgamation of the said LOI property with another SRA schemes properties of the said Darshan and the said Omkar Firm. The Slum

1st Floor, 45, M. P. Shetty Marg, (Terminus Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001, INDIA.
Phone : 2265 2903 / 2265 8474 • Fax : 2265 9684 • E-mail : khonas@gmail.com

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Rehabilitation Authority has granted its Amalgamated LOI bearing no. SRA/ENG/1678/FSML & PL/LOI dated 23rd December, 2011 in name of "ORDPL".

- By Indenture of Lease dated 13th June, 2012 executed between Tata Power Company Limited and ORDPL with respect of the said TATA property duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2-4160-2012. TATA Power Company Ltd. have demised the TATA property for 30 (thirty) years in favour of ORDPL together with the right to consume the floor space index including transferable development rights on the Lease rent and on the terms and conditions mentioned therein.
- ORDPL shall incorporate in all their agreements a condition to abide by the terms of the said Lease Deed and that the Co-operative Society of free sale tenements shall ultimately be the lessee of the property more particularly described in the Third schedule hereunder written.
- "The said Omkar" have entered into a Development Agreement With L&T Parel Project LLP dated 25th September, 2012 duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2 - 7440 - 2012 for development of the said LOI property along with other properties on the terms and conditions mentioned therein
- The said Omkar has kept all the title documents and deeds relating to the said LOI property in the custody of L & T PAREL PROJECT LLP as mentioned in the clause no. 5.5 (x) and 8.1(xvii) of Development Agreement dated 25th September, 2012.

1st Floor, 45, M. P. Shetty Marg, (Terminus Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001, INDIA.
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Bankimchandra P. Khona
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- "ORDPL", "the said Darshan" and "the said Omkar Firm" has entered into a Supplemental Agreement dated 3rd October, 2012 to Joint Venture Agreement dated 6th April, 2011 deciding the revenue sharing ratio between them
- From time to time we have caused searches to be taken of the said LOI property in relevant Sub Registry. Our search clerk has informed us that the records of the said Parel Sewer Division is either partly or completely in tornd condition for year 1963 to 1965, 1971 to 1981 & from 1983 to 2007 and Index-II for the year 2011 to 2013 are not maintained properly and not available for search.
- We have issued public notices inviting claims or objections from the Public in Free Press Journal on 30th April, 2013 and Nav Shakti also on 30th April, 2013. We have not received any claims or demands or Objection.
- Mr. Gaurav V. Gupta, Director of M/s. Omkar Realtors and Developers Pvt. Ltd. has made and executed Declaration Cum Indemnity on 29th day of July, 2013 regarding the Title of the said LOI property.
- We hereby certify that M.C.G.M. is the owner of the said M.C.G.M. property.
- We hereby certify that subject to the terms and conditions of the said Lease dated 13th June, 2012 the title of M/s. Omkar Realtors and Developers Pvt. Ltd. as the Lessee of the said TATA property more particularly described in the Second Schedule hereunder written is clear, marketable and free from encumbrances.

1st Floor, 45, M. P. Shetty Marg, (Terminus Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001, INDIA.
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(In reply please quote our Ref. No.)

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21. We hereby certify that subject to (i) Charge of Debenture Trust Deeds mentioned hereinabove, (ii) no adverse document being found to be registered in the years when the records of the Sub-Registrar were torn or partly torn or were not available, (iii) the said Omkar including our client complying with the terms and conditions of LOI dated 19th January, 2010 and 23rd December, 2011, (iv) our client complying with the terms and conditions of the Lease dated 19th June, 2012 and (v) the terms and conditions of the Development Agreement dated 25th September 2012 our client and L & T Parel Project LLP has the right to develop the said property. Under Clause no. 20 of the said Development Agreement, L & T Parel Project LLP has the rights to sell/allocate the Premises being the flats, shops, offices, or any other tenements proposed to be constructed in the Free Sale Buildings along with parking Spaces, open spaces, garden, etc. on the Free Sale Project.

FIRST SCHEDULE (MCGM Property)

ALL THOSE pieces or parcels of land or ground admeasuring 29581.52 sq.mt or thereabouts with structures standing thereon bearing C.S.No.871, 870, 869, 854, 854(pt), 855(pt), 858(pt), 859(pt), 440(pt), 437(pt) and of Parel-Shivdi (Sewri) Division situate at Jeebai Wadia Road Shivdi (Sewri), F/South Ward of Municipal Corporation of Greater Mumbai and C.S. No. 1038, 1039, 174(pt), 178(pt), 155 (pt) of Dadar Naigaon Division Mumbai within the Registration Sub District and District of Mumbai City and Mumbai Suburban.

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SECOND SCHEDULE (TATA Property)

ALL THOSE pieces or parcels of land or ground with structures standing thereon bearing C.S.No.185 and 1/177 admeasuring 3354.77 sq.mtrs of Dadar- Naigaon Division and C.S.No.432 pt. admeasuring 6384.69 sq. mtrs. of Parel-Shivdi (Sewri) Division in all admeasuring 9,739.46 sq.mtrs. within the Registration Sub District and District of Mumbai City and Mumbai Suburban.

THIRD SCHEDULE (Part of TATA Property)

ALL THOSE pieces or parcels of land or ground with structures standing thereon bearing C.S.No.1/177 & 186 of Dadar Naigaon Division admeasuring 3094.53 sq.mtrs. & 432(pt) of Parel Shivdi (Sewri) admeasuring 2744.77 sq.mtrs. in all admeasuring 5839.30sq.mtrs. or thereabouts Division within the Registration Sub District and District of Mumbai City and Mumbai Suburban.

Mumbai, dated this 2nd day of August, 2013

For: M/s. Law Firm of Khonas

Partner

Solicitors & Legal Consultants

B/5039/TC03/2013

(In reply please quote our Ref. No.)

Date :

B/5467/TC02/244/S/2013

1st August, 2013

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

- The Municipal Corporation of Greater Mumbai hereinafter referred to as "M.C.G.M." is the owner of the property situate at Parel Sewri Division and more particularly described in the Schedule hereunder written which is hereinafter referred to as "the said property".
- Our client M/s Omkar Realtors & Developers a partnership firm (earlier known as Shree Siddhivinaayak Enterprises) is hereinafter called "the said Omkar Firm". M/s. Velocity Realtors Pvt. Ltd. & M/s. Task Realtors Pvt. Ltd. are the only partners of the said Omkar Firm.
- We have not seen any original Title Deeds related to ownership of M.C.G.M., their names appears on the respective Property Register Cards (PR Cards) as owners.
- M.C.G.M. has issued Annexure-II bearing reference no. ACF/31995/SLUM on 3rd December, 2009 stating that the said property is Municipal Slum Colony and is also a censused slum as per notification no. SLM/1075/5280/E dated 12th December, 1978.
- The Slum Rehabilitation Authority has granted its LOI bearing No. SRA/ENG/2069/F/SML/LOI dated 21st April, 2011 in favour of the said Omkar Firm for the redevelopment of the said property under the provisions of D.C. Regulation No 33 (10) read with Appendix IV under Slum Rehabilitation Scheme.
- M/s. Omkar Realtors and Developers Pvt. Ltd. hereinafter referred to as "ORDPL", M/s. Darshan Realtors Pvt. Ltd. hereinafter called "the said Darshan" and "the said Omkar Firm" has entered into a Joint Venture Agreement dated 6th April, 2011 for amalgamating/clubbing all the individual schemes into Larger Scheme and for

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joint development of the Larger Plot. ORDPL, the said Darshan and the said Omkar Firm will be hereinafter collectively referred to "the said Omkar".

- The said Omkar Firm has applied for amalgamation of the said property with another SRA scheme properties along with "ORDPL" and "the said Darshan". The Slum Rehabilitation Authority has granted its Amalgamated LOI bearing no. SRA/ENG/1673/F/SML & P/L/LOI dated 23rd December, 2011 hereinafter referred to as "the said Amalgamated LOI" in the name of "M/s. Omkar Realtors and Developers Pvt. Ltd. in joint venture with the said Omkar Firm".
- "The said Omkar" have entered into a Development Agreement dated 25th September, 2012 with L & T Parel Project LLP duly registered with the Sub-Registrar of Mumbai bearing Registration no. BE-2-7440-2012 for development of the said property along with other properties on the terms and conditions mentioned therein.
- The said Omkar has kept all the title documents and deeds relating to the said property in the custody of L & T Parel Project LLP as mentioned in the clause no. 5.5 (x) and 8.1(xvii) of Development Agreement dated 25th September, 2012.
- "ORDPL", "the said Darshan" and "the said Omkar Firm" has entered into a Supplemental Agreement dated 3rd October, 2012 to Joint Venture Agreement dated 6th April, 2011 deciding the revenue sharing ratio between them.
- From time to time we have caused searches to be taken of the said property in relevant Sub Registry, Our search clerk has informed us that the records of the said Parel Shivdi (Sewri) Division is either partly or completely in torn condition for year

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1963 to 1965, 1971 to 1981, 1983 to 2007 and Index -II for the year 2011 to 2013 are not maintained properly and not available for search.

12. We have issued public notices inviting claims from the Public in Free Press Journal on 10th August, 2011 and Nav Shakti also on 10th August, 2011. We have not received any claims or demands or Objection pursuant to the publication of the said notices.
13. Mr. Bipin Ajrekar, Director of M/s. Velocity Realtors Pvt. Ltd. as well as M/s. Task Realtors Pvt. Ltd. has made and executed Declaration Cum Indemnity dated 31st July, 2013 regarding the Title of the said property.
14. We hereby certify that subject to (i) no adverse document being found to be registered in the year when the records of the Sub-Registrar were torn or partly torn or were not available, (ii) the said Omkar including our client complying on the terms and conditions of LOI dated 21st day of April, 2011 and 28th December, 2011 issued to them and (iii) the terms and conditions of the Development Agreement dated 25th September 2012, our client and L & T Parcel Project LLP has the right to develop the said property. Under clause no. 20 of the said Development Agreement, L & T Parcel Project LLP has the rights to sell/allocate/lease the Premises being the flats, shops, offices, or any other tenements proposed to be constructed in the Free Sale Buildings along with parking spaces, open spaces, garden, etc. on the Free Sale Project as per terms and conditions of the said Development Agreement.

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SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground measuring 14391.05 Sq. mtr or thereabouts with structures standing thereon bearing C.S. No. 437(pt) & 440 (pt) of Parcel Shivdi (Sewri) Division situate at Jeebai Wadia Road Sewere, F/South Ward of Municipal Corporation of Greater Mumbai within the Registration and Sub-Registration District of Mumbai City and Mumbai Suburban.

Mumbai, dated this 1st day of August, 2013

For M/s. Law Firm of Khona

Partner

Solicitors & Legal Consultants

B/5467/TC02/2013

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Date :

B/5244/TC03/247/S/2013

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TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

- 1) The Municipal Corporation of Greater Mumbai hereinafter referred to as "M.C.G.M." is the Owner and Lessor of the property more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said entire property".
- 2) By Lease dated 5th December, 1959 made between the Municipal Corporation of Greater Mumbai of the First Part and Vishnu Laxman Gidwanji, then Municipal Commissioner of the Second Part and Mr. Shankar Sambhaji Gargia therein referred to as "the Lessee" of the Third Part, the Municipal Corporation demised the said entire property to the said Lessee for the term of 999 years on the annual rent and terms and conditions set out therein.
- 3) By various Deed of Assignment and by inheritance ultimately (1) Fatima D/o of Mohammed Abdul Latif and Wife of Mohammed Hussain Aliana, (2) Aisha D/o. Mohammed Abdul Latif and Wife of Aziz Madni, (3) Eshaque Mohammed Latif, (4) Abida Mansoor Latif, (5) Hajrabai Abdulla Latif, (6) Ishyaque Abdulla Latif, (7) Nisar Abdulla Latif, (8) Ashfaque Abdulla Latif, (9) Ebrahim Abdulla Latif, (10) Javed Abdulla Latif, (11) Khalid Abdulla Latif, (12) Anjum Abdulla Latif, (13) Uzma Abdulla Latif, (14) Asma Munaf Radiowala, (15) Nilofer Musiteque Latif, (16) Fahad Mushaque Latif, (17) Salman Haji Mohammed Latif, (18) Sajid Heji Mohammed Latif, (19) Sameer Haji Mohammed Latif, (20) Sarfaraz Haji Mohammed Latif, (21) Mohammed Haji Mohammed Latif, (22) Sadia Ejaz Merchant, (23) Aarifa

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- Mohammed Hussain Noble, (24) Zeenat Ali Mohamed Latif, (25) Shehvez Zahid Khanwzhi, (26) Firdous Zuber Memon, (27) Shoab Ali Mohamed Latif, (28) Imran Ali Mohammed Latif, (29) Atzal Ali Mohammad Latif, (30) Abdul Wahab Ali Mohammed Latif (31) Perwaiz Mia Ahmed Latif, (32) Mustafa Mia Ahmed Latif, (33) Mosen Mia Ahmed Latif, (34) Lubna Mia Ahmed Merchant, (35) Shahida Firz Palka, (36) Hawa Usman Merchant, (37) Tanera Majid Latif, (38) Maimuna Hasan Darvesh and (39) Hanifa Farouk Darvesh, hereinafter referred to as "the Assignors" and one Mansoor Mia Ahmed Latif and Ms. Heeba Mustaque Latif, (Minor) became the Lessees of the said entire property.
- 4) The said Assignors by Deed of Assignment dated 19th May, 2011 have assigned their undivided 98.631% share in the said entire property to Messrs Omkar Realtors & Developers Pvt. Ltd. (herein after called the said Omkar) wherein (1) Mrs. Razia Iqbal Merchant D/o. Ebrahim Mohammed Abdul Latif, (2) Mrs. Salma Suleman Merchant D/o. Ebrahim Mohammed Abdul Latif and (3) Mrs. Aminabai Omer Mohammed Latif, were party as Second Assignors. The said Deed of Assignment dated 19th May, 2011 is registered with the Sub Registrar of Assurances of Bombay - III under Sr.No. 4460 of 2011.
- 5) Mr. Mansoor Mia Ahmed Latif Merchant by Deed of Assignment dated 9th December, 2011 have assigned her undivided 1.121% share in the said entire property to Messrs Omkar Realtors & Developers Pvt. Ltd. (herein after called the

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said Omkar). The said Deed of Assignment is registered with the Sub Registrar of Assurances of Bombay - II under Sr.No. 8943 of 2011.

- 6) Heeba Mustaque Latif by Deed of Assignment dated 20th June, 2012 have assigned her undivided 0.218% share in the said entire property to Messrs Omkar Realtors & Developers Pvt. Ltd. (herein after called ORDPL). The said Deed of Assignment is registered with the Sub Registrar of Assurances of Bombay - II under Sr.No. 4345 of 2012.
- 7) Pursuant to the agreements between (1) Zulekhabai Mohammed Abdul Latif (since deceased) (2) Fatimabai Mohammed Abdul Latif and (3) Aishabai Mohammed Abdul Latif as the Assignees therein of Other Part (hereinafter referred to as "the said Lessees"), and one M/s. Union Builders ("Union Builders"), Union Builders have constructed a building by the name of "Lucky Star" ("Lucky Star Building") on C.S.NO.854(pt) of Panel Seweri Division admeasuring 1872.28 square meters more particularly described in the **SECOND SCHEDULE** hereunder written and which is hereinafter referred to as "the said Lucky Land".
- 8) Pursuant to the agreements between the Lessees with one M/s. Corner Mohammed and Brothers ("Corner"), the said Corner constructed a building by the

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name of "Dimple Apartments" ("Dimple Apartments") on an area admeasuring 1824.52 square meters and more particularly described in the **THIRD SCHEDULE** hereunder written which is hereinafter referred to as "the said Dimple Land".

- 9) M/s. Omkar Realtors and Developers Pvt. Ltd. hereinafter referred to as "ORDPL", M/s. Darshan Realtors Pvt. Ltd. hereinafter called "the said Darshan" and M/s. Shree Siddhivinyak Enterprises" and now known as "Omkar Realtors and Developers" a partnership Firm hereinafter referred to as "the said Omkar Firm" has entered into a Joint Venture Agreement dated 6th April, 2011 for amalgamating/clubbing all the individual schemes into Larger Scheme and for joint development of the Larger Plot. ORDPL, the said Darshan and the said Omkar Firm will be hereinafter collectively referred to "the said Omkar".
- 10) The said Omkar applied for amalgamation of the part of the said property as "Non Slum Plot" with adjacent SRA scheme properties which are being developed by them along with M/s. Darshan Realtors Pvt. Ltd. hereinafter referred to as "the said Darshan" and "Shree Siddhivinyak Enterprises" now known as "Omkar Realtors and Developers" a partnership firm hereinafter referred to as "the said Omkar Firm".

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- 11) The Deputy Collector(ENC) & Competent Authority has issued Annexure -II on 7th June, 2002 regarding the said Latif Slum Land. An area of 1292.00 Sq. Mts. + 1029.46 Sq. mtrs. totally to 2321.46 Sq. mtrs being the Latif Slum Land is notified as Slum under section 4(1) of Maharashtra Slum Areas (Improvement, Clearance and Re-development) Act, 1971 by Notification Nos. viz. 1)DC/CA/Lala Bhalyachi Khan/78, dated 30th September, 1978 and Contingendum of even No. dated 7th May, 1979 for area 1292 sq.mtrs. and 2)DC/CA/MC/ ENCLatifabad Compound/SR-56/97 dated 3rd April, 1997 for 1029.46 sq. mtrs.
- 12) The Slum Rehabilitation Authority has granted its Amalgamated LOI bearing no. SRA/ENG/1676/FS/ML & PL/LOI dated 23rd December, 2011 which includes area of 8337.61sq. mtrs of Panel Sewri Division being the part of the said entire property which is more particularly described in the **FOURTH SCHEDULE** hereunder written and hereinafter referred to as "the said property" in favour of the ORDPL.
- 13) From time to time we have caused searches to be taken of the said entire property in relevant Sub Registry. Our search clerk has informed us that the record of the said Panel Sewri Division is either partly or completely in toned condition for year 1963 to 1965, 1971 to 1981, 1983 to 2003 and Index -II for the year 2011 to 2013 are not maintained properly and not available for search.

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- 14) We have issued public notices inviting claims or objections from the Public in Free Press Journal (English Edition) on 20th August, 2012 and Nav Shakti (Marathi Edition) also on 20th August, 2012. We have not received any claims or demands or Objection.
- 15) "The said Omkar" have entered into a Development Agreement With L&T Parel Project LLP dated 25th September, 2012 duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2/7440/2012 for development of the said property along with other properties with the terms and conditions mentioned therein.
- 16) The said Omkar has kept all the title documents and deeds relating to the said property in the custody of L & T Parel Project LLP. As mentioned in the clause no. 5.5 (x) and 8.1(xvii) of Development Agreement dated 25th September, 2012.
- 17) "ORDPL", "the said Darshan" and "the said Omkar Firm" has entered into a Supplemental Agreement dated 8th October, 2012 to Joint Venture Agreement dated 6th April, 2011 deciding the revenue sharing ratio between them.

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- 18) As per the policy approved by the Improvement Committee of Corporation and as per Resolution no. 130 dated 15th October, 2008 and C.R.No. 796 of 11th November, 2008 fresh Lease for 30(thirty) years with revised lease rent will be executed by M.C.G.M. In view of the policy of Municipal Corporation the right of the said Omkar and their Title shall be governed by the terms and conditions of of the said policy of Municipal Corporation. Our Client have informed us that they have applied for their name to be entered as Lessee of the said entire property in Property Register Card (PR card).
- 19) Shri Gaurav Vishnu Gupta, Director of M/s Omkar Realtors & Developers Pvt. Ltd., has made and executed Declaration Cum Indemnity dated 31st July, 2013.
- 20) We hereby certify that subject to the said Policy of Municipal Corporation the title of M/s. Omkar Realtors and Developers Pvt. Ltd. as the Lessee of the said property, more particularly described in the Fourth Schedule hereunder written is clear, marketable and free from encumbrances.
- 21) We hereby certify that subject to (i) no adverse document being found registered in the years when the records of the Sub-Registrar were torn or partly torn or were not available (ii) the said Policy of Municipal Corporation (iii) our clients complying with the terms and conditions of LOI dated 23rd December, 2011 and (iv) the terms and conditions of the Development Agreement dated 25th September 2012, our client and L&T Parel Project LLP have the right to develop the said property. Under clause no. 20 of the said Development Agreement, L&T Parel

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Project LLP has right to sell/let/lease the Premises being the flats, shops, offices, or any other tenements proposed to be constructed in the Free Sale Buildings along with parking spaces, open spaces, garden, etc. on the Free Sale Project as per terms and conditions of the said Development Agreement.

THE FIRST SCHEDULE OF THE PROPERTY

ALL THOSE Pieces or Parcels of land containing an area of 14393 square yards equal to 12034 square meter or thereabouts being Plot No.1 (South) of the Shivdi (Sewri) Wadala Estate Scheme No.57 of Municipal Corporation which said plot was formerly forming cases Nos.187,190,191 and 192 of the Scheme 57 Sewri Wadala Estate of the Corporation in the City and Island and bearing Cadastral Survey No.854 of Parel-Shivdi (Sewri) division, within Registration, Sub District and District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land containing an area of 1872.28 square mtrs. Or thereabout being Sub-Plot No.3 (also Referred to as Sub-Plot B) situated on and being part of Plot No.1 (South) (part) of the said Shivdi (Sewri) Wadala Estate Scheme No.57 bearing Cadastral Survey no.854 of Parel-Shivdi (Sewri) Division which the said plot was formerly forming cases No.187, 190, 191 and 192 of the

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scheme 57, Shivdi (Sewri) Wadala Estate of the Corporation in the City and Island within Registration Sub-District and District of Mumbai City and Mumbai Suburban which piece of land bears New Survey No.2458 (pt) and Cadastral Survey No.854(part) of Parel-Shivdi (Sewri) Division.

THE THIRD SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land containing an area of 1824.52 square mtrs. or thereabout being sub-plot No.2 (also Referred to as Sub-Plot A) situated on and being part of Plot No.1 (South) (part) of the said Shivdi (Sewri) Wadala Estate Scheme No.57 bearing Cadastral Survey no.854 of Parel Shivdi (Sewri) Division which the said plot was formerly forming cases No.187, 190, 191 and 192 of the scheme 57, Shivdi (Sewri) Wadala Estate of the Corporation in the City and Island within Registration and Sub-Registrar District and District of Mumbai City and Mumbai Suburban which piece of land bears New Survey No.2456 (pt) and Cadastral Survey No.854(part) of Parel Shivdi (Sewri) Division.

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THE FOURTH SCHEDULE OF THE PROPERTY

ALL THAT Piece or Parcel of land admeasuring 8337.61 square meter or thereabouts bearing Cadastral Survey No.854(pt) of Parel-Shivdi (Sewri) division, within Registration, Sub District and District of Mumbai City and Mumbai Suburban and bounded

- on the North by : C.S.no. 854(pt) with Dimple Apartment & Lucky Star Buildings
- on the East by : C.S.No. 651
- on the South by : C.S.No. 437 Municipal School, C.S.No. 1/437, C.S.no.437(pt) & C.S.no. 654 and
- on the West : C.S.No. 432

Mumbai, dated this 1st day of August, 2013

For. M/s. Law Firm of Khonas


Partner
Solicitors & Legal Consultants
B/5244/TC03/2013

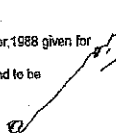
Bankimchandra P. Khona Ms. Zarana Khona Ahmed	Law Firm of Khonas Solicitors & Legal Consultants
(In reply please quote our Ref. No.)	Date :
B/5580/TC02/246/S/2013	1 st August, 2013
TITLE CERTIFICATE TO WHOMSOEVER IT MAY CONCERN	
<p>1. The Municipal Corporation of Greater Mumbai hereinafter referred to as "M.C.G.M." is the owner of property more particularly described in the schedule hereunder written and hereinafter referred to as "the said property".</p> <p>2. M.C.G.M. has entered into Agreement to Lease dated 6th April, 1989 with Don October Co. operative Housing Society Ltd., hereinafter referred to as "the said society" for the said property for 60 (Sixty) years commencing from 29th April, 1987. No Lease is yet executed for the said property in favour of the said society by M.C.G.M.</p> <p>3. Originally the said property was bearing C.S.No. 437(pt) of Parel Sewri Division after the execution of the said Agreement to Lease the said C.S.No. 437 of Parel Sewri Division was sub divided and the said property has been allotted new C.S.No. 1/437 of Parel Sewri Division.</p> <p>4. Even though M.C.G.M. has only executed Agreement to Lease dated 6th April, 1989 with the said society, the register maintain by the collector for C.S.No. 1/437 of Parel Sewri Division has entered the name of the said Society as Lessee. There is no Lease executed in favour of the Society therefore the name of the said society as Lessee of the said property needs to be deleted from "Survey Register for the Town and Island of Bombay" (P.R. Card).</p>	
<p>1st Floor, 45, M. P. Shetty Marg, (Tamarind Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001, INDIA. Phone : 2265 2903 / 2265 8474 • Fax : 2265 5684 • E-mail : khona@gmail.com</p>	


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(In reply please quote our Ref. No.)	Date :
B/5580/TC02/246/S/2013	1 st August, 2013
<p>5. The Chief Executive Officer and other officers of SRA by letter dated 6th October, 1997 bearing SRA/DYGE/96/FS/MLA/OI addressed to Municipal Commissioner informed him that the Development of the said property has been converted from the old (SRD Scheme) to SRA scheme and they have sanctioned the Scheme as per DC Regulation 33(10) read with Appendix-IV.</p> <p>6. The Undertaking dated 8th September, 1988 bearing no. BOM-P-BBE-1393-1988 is given by Don October society to B.M.C. for right of way given by the said society to the adjoining Municipal School, as per clause no. 6 of the said undertaking, the right of way is given till the M.C.G.M. provides the Municipal school with the permanent access.</p> <p>7. Our client M/s. Omkar Realtors & Developers Pvt. Ltd., (hereinafter referred to as "ORDPL"), M/s. Darshan Realtors Pvt. Ltd., hereinafter called "the said Darshan" and M/s. Shree Siddhivinayak Enterprises, now known as "Omkar Realtors and Developers" a partnership firm hereinafter referred to as "the said Omkar Firm" has entered into a Joint Venture Agreement dated 6th April, 2011 for amalgamating/clubbing all the individual schemes into Larger Scheme and for joint</p>	
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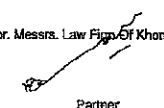
Bankimchandra P. Khona Ms. Zarana Khona Ahmed	Law Firm of Khonas Solicitors & Legal Consultants
(In reply please quote our Ref. No.)	Date :
B/5580/TC02/246/S/2013	1 st August, 2013
<p>development of the Larger Plot. ORDPL, the said Darshan and the said Omkar Firm will be hereinafter collectively referred to "the said Omkar".</p> <p>8. The Slum Rehabilitation Authority has granted its Amalgamated LOI bearing no. SRA/ENG/1678/FS/ML & PULOI dated 23rd December, 2011 hereinafter referred to as "the said Amalgamated LOI" in favour of ORDPL, for the redevelopment of the said property with other properties under the provisions of D.C. Regulation No 33 (10) read with Appendix IV.</p> <p>9. In Agreement to Lease property was described as C.S.No. 437(pt) of Parel Sewri Division and also in Application to SRA for redevelopment of the said property the said property was described as C.S.No. 437(pt) of Parel Sewri Division and not C.S.No. 1/437 of Parel Sewri Division, therefore C.S.No. 437(pt) of Parel Sewri Division is mentioned in the said Amalgamated LOI and not C.S.No. 1/437 of Parel Sewri Division.</p> <p>10. Under the said Amalgamated LOI our client have to comply with among others clause no. 66 & 67. the said clauses are reproduced herein below:</p>	
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(In reply please quote our Ref. No.)	Date :
B/5580/TC02/246/S/2013	1 st August, 2013
<p>Clause 66. That you shall obtain NOC / Remarks from the concerned dept. of MCGM regarding redevelopment of DON October CHS Ltd. before initiating demolition action of existing composite building of society.</p> <p>Clause 67. That you shall submit 100% approval/agreement from the members of the society regarding redevelopment of Don October CHS Ltd. before initiating demolition action of existing building of society.</p> <p>11. Our client have represented to us that no completion certificate of the existing building of the said society has been issued. They have made the representation to us that they have obtained 100% (Hundred percent) Consent from the members of the said society regarding redevelopment of the said property. They have further represented to us that they will submit such 100% (Hundred percent) consent of the members of the said society to S.R.A.</p> <p>12. The City Survey Officer of Slum Rehabilitation Authority by its letter dated 14th June, 2013 has informed our client that S.R.A. will execute Lease under provisions of Section 15A of Maharashtra Slum Areas (Improvement, Clearance And Redevelopment) Act, 1971 after the Rehabilitation component is constructed and full O.C. is issued. They will execute Lease in favour of our client or Joint sale and</p>	
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(In reply please quote our Ref. No.)	Date:
B/5580/TC02/246/S/2013	1 st August, 2013
Rehab society or society of flat purchasers as the case may be. Here to annexed and marked as <u>Annexure-1</u> copy of the said Letter dated 14 th June, 2013.	
13. In the Special General Meeting of the said society held on 24 th day of July, 2013 members of the said society have unanimously resolved and appointed our client as the Developer and have agreed to execute requisite documents with our client.	
14. "The said Omkar" have entered into a Development Agreement With L&T Parel Project LLP dated 25 th September, 2012 duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2/7440/2012 for development of the said property along with other properties on the terms and conditions mentioned therein.	
15. The said Omkar has kept all the title documents and deeds relating to the said property in the custody of L & T Parel Project LLP as mentioned in the clause no. 5.5 (x) and 8.1 (vii) of Development Agreement dated 25 th September, 2012.	
16. Our client, "the said Darshan" and "the said Omkar Firm" has entered into a Supplemental Agreement dated 3 rd October, 2012 to Joint Venture Agreement dated 6 th April, 2011 deciding the revenue sharing ratio between them.	
	
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(In reply please quote our Ref. No.)	Date:
B/5580/TC02/246/S/2013	1 st August, 2013
17. The said Omkar are developing with M/s. L & T Parel Project LLP, the properties situate at Dadar Naigean Division and Parel Sewer Division including the said property.	
18. We have caused searches to be taken of the said property in relevant Sub Registry. Our search clerk has informed us that the records of the said Parel Sewer Division is either partly or completely in torred condition for year 1989 to 1994, 1995 to 2002, 2003 to 2007 and Index-II for the year 2002 to 2013 is not maintained properly and not available for search.	
19. We have issued public notices inviting claims or objections from the Public in Free Press Journal on 11 th July, 2013 and Nav Shakti in Marathi also on 11 th July, 2013. We have not received any claims or demands or Objections.	
20. Mr. Gaurav V. Gupta, Director of M/s. Omkar Realtors and Developers, has made and executed Declaration Cum Indemnity dated 29 th day of July, 2013 regarding the Title of the said property.	
21. We hereby certify that subject to (i) Undertaking dated 8 th September, 1988 given for Right of way by the said society, (ii) no adverse document being found to be	
	
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Bankimchandra P. Khona Ms. Zarana Khona Ahmed	Law Firm of KHONAS Solicitors & Legal Consultants
(In reply please quote our Ref. No.)	Date:
B/5580/TC02/246/S/2013	1 st August, 2013
registered in the years when the records of the Sub-Registrar are torred or partly torred or were not available, (iii) the said Omkar including our client complying with the terms and conditions of LOI dated 23 rd December, 2011 issued to them in general and clause no. 65 & 67 in particular, (iv) Our client getting the name of the said Don Octobe Society as Lessee deleted from the Survey Register for the Town and Island of Bombay (PR Card) for the said property and (v) the said society executing requisite documents pursuant to the resolution passed in the Special General Meeting dated 24 th July, 2013 in favour of our client and (vi) the terms and conditions of the Development Agreement dated 25 th September 2012, our client and L & T Parel Project LLP have the right to develop the said property. Under clause 20 of the said Development Agreement, L&T Parel Project LLP has the rights to sell/alot/lease the Premises being the flats, shops, offices, or any other tenements proposed to be constructed on the said plot in the Free Sale Buildings along with parking spaces, open spaces, garden, etc. on the Free Sale Project as per terms and conditions of the said Development Agreement.	
	
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(In reply please quote our Ref. No.)	Date:
B/5580/TC02/246/S/2013	1 st August, 2013
<u>SCHEDULE ABOVE REFERRED TO</u>	
ALL THAT piece or parcel of land or ground admeasuring 1337 sq.mt or thereabouts with structure standing thereon earlier bearing C.S.No. 437(p) of Parel Shivali (Sewar) Division and now bearing C.S.No. 1/437 of Parel Sewar Division situate at Jerbal Wadia Road Seweree, F/South Ward of Municipal Corporation of Greater Mumbai within the Registration Sub District and District of Mumbai City and Mumbai Suburban.	
Mumbai, dated this 1 st day of August, 2013	
 For Messrs. Law Firm of Khonas Partner Solicitors & Legal Consultants B/5580/TC02/2013	
Enc: As above	
1 st Floor, 45, M. P. Shetty Marg, (Tamarind Lane), Above Garden Jolly Restaurant, Fort, Mumbai 400 001, INDIA. Phone : 2265 2903 / 2265 8474 • Fax : 2265 5684 • E-mail : khonas@gmail.com	

B/ 5580/TC02/246/2013



झोपडपट्टी पुनर्वसन प्राधिकरण
प्रशासक दफतर, आनंद कार्पोरेशन, वॉर्ड (डी), मुंबई-४०.
Email: info@zpa.gov.in
ज.क्र. झोपडपट्टी/म.प्र.क.क्र. ५८२८-५/आनंद कार्पोरेशन/२०१३/४६८
R 371/डी 2013

प्रति,
श्री. ओंकार रियल्टर्स वॉन्ड डेव्हलपर्स प्रा.लि.
ओंकार हाऊस वॉन्ड इन्टर्न एक्सप्रेस हायवे,
सावन पुनाभट्टी सिंगल, सावन (II), मुंबई २३.

विषय :- चक्र ५३७७ आणि नविय मगूर १/७२७ जेव्हाई बायोपा रोड, परळ पोस्टवाड,
मुंबई -२२ येथील वॉन्ड कार्पोरेशन सहकारी गृहनिर्माण संस्थेच्या (मग्री) ताब्यातील
अंदाजे १३३७ चौ.मी. क्षेत्रफळाच्या भूखंडाच्या (सदर भूखंड) भाडेपट्टा (लिज) वास्त.

संदर्भ :- आपले दि.१०/०६/२०१३ येथील पत्र.

उपरोक्त विषयाच्या अनुषंगाने आपल्या दि.१०/०६/२०१३ येथील पत्र नुसार आपणांस कळविण्यात येते की,

- झोपडपट्टी पुनर्वसन प्राधिकरणाच्या संस्थेची सदर भूखंडात ही भूखंड आराखड्याचा भाग म्हणून परळ-सिबडी विभागातील भूखंड क्र. ४३२०, ४३७७, ४४०७, ६४५ ते ६५०, ६५३०, ६५४, ६५५, ६५६, ६५७, ६५८, ६५९, ६६०, ६६१ व दादर नगरपालिका विभाग येथील भूखंड क्र. १५५५, १७४५, १७६५, १७८५, १८५५, १०३८, १०३९ भूखंडांसह महापट्टा झोपडपट्टी क्षेत्र (सुधारण, निर्मुलन आणि पुर्विकर) अधिनियम १९७९ च्या तरतुदीनुसार रक्कियात येणाऱ्या झोपडपट्टी पुनर्वसन योजनेकरीता अद्यत्वन क्र. SRA/ENG/१६७८/PS/ML&FL/LOI दि.२३/१२/२०११ च्या त्वांतील अटी व शर्तीनुसार विकसित करण्यासाठी मंजुरी दिलेली आहे.
- महापट्टा झोपडपट्टी क्षेत्र (सुधारण, निर्मुलन आणि पुर्विकर) अधिनियम १९७९ च्या कलम १५-अ नुसार सदर योजनेतील सार्वजनिक भूखंडांच्या भासपत्तेचा भडेट्टा करार सदर योजनेतील पुनर्वसन घटकस (Kebab Composit) संपूर्ण भोवट्या प्रमाणपत्र (Full DC) दिल्यानंतर पुनर्वसन घटकस आणि विक्री घटकस योग्य वेळी आसकनातील तरतुदीनुसार आणि तुमच्या आवक्येनुसार तुमच्या लागत आणि / किंवा संयुक्त घटकसाल संस्थेची (Composit componant) किंवा मूळ विक्रीच्या घटकसाल सदर खरीददारची स्थापन केलेला मोठ / संख्या / कंपनी / सहकारी संस्था यथी स्थिती असले त्यानुसार या प्राधिकरणाच्या कल्प्यात येईल, तोपर्यंत प्राधिकरणाकडील दाखल मंजूर योजनेनुसार किंवा प्राधिकरणाने वेळोवेळी मंजूर केलेल्या योजनेनुसार फुल कार्यवाही करण्यास इच्छित नाही.

उपरोक्त
१०/६/२०१३
नगर भूभाषण अधिकारी,
झोपडपट्टी पुनर्वसन प्राधिकरण.

Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date:

B/5584/DOC-20/TC03/108/S/2016

27th July, 2016

**TITLE CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN**

- The Municipal Corporation of Greater Mumbai, hereinafter referred to as "the MCGM" is the owner of the property situate at Pareil - Sewtee Division and more particularly described in the Schedule hereunder written which is hereinafter referred to as "the said property".
- We have not seen any original Title Deeds related to the Ownership of MCGM. Their name appears on the Property Register Cards as Owners.
- The Slum Rehabilitation Authority has granted its Letter of Intent (LOI) dated 4th November, 2010, bearing reference no. SRA/ENG/1529/FS/ML/LOI in favour of our clients M/s. Darshan Realtors Pvt. Ltd. (herein after referred to as "the said Darshan") for the redevelopment of the part of the said property under the provisions of D.C. Regulation No. 33 (10) read with Appendix IV.
- By and under Development Agreement dated 18th July, 2011 executed by and between the Shivprasad Co-operative Housing Society hereinafter (referred to as "the said society") and the said Darshan, the said Society has granted development

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Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

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27th July, 2016

rights with respect to the part of the said property to the said Darshan on the terms and conditions stated therein.

5. Our clients M/s. Onkar Realtors and Developers Pvt. Ltd. hereinafter referred to as "ORDPL", "the said Darshan" and "Ms Shree Siddhivinayak Enterprises" now known as "Onkar Realtors and Developers" a partnership firm hereinafter referred to as "the said Onkar Firm" has entered into a Joint Venture Agreement dated 6th April, 2011, for amalgamating/clubbing of all their individual schemes into Larger Scheme and for joint development of such Larger Plot ORDPL, "the said Darshan" and "the said Onkar Firm" will be hereinafter collectively referred to "the said Onkar".

6. The said Darshan has applied for amalgamation of the part of the said property with another SRA schemes properties of ORDPL and of "the said Onkar Firm". The Slum Rehabilitation Authority has granted its Amalgamated LOI bearing no. SRA/ENG/1678/FS/ML & PL/LOI dated 23rd December, 2011 in the names of "M/s. Onkar Realtors and Developers Pvt. Ltd. in Joint Venture with the said Darshan" for the part of the said property along with other properties. Subsequent to this, Revised LOI was issued to the said Onkar dated 3rd May, 2014 for the part of the said property along with other properties. Further Revised LOI dated 3rd March, 2016 is granted to the said Onkar for the said property along with other properties (all

Page 2 of 8

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27th July, 2016

together called "LOI property") read with Corrigendum dated 17th June, 2016 addressed to ORDPL.

7. "The said Onkar" have entered into a Development Agreement (called "JDA") with "L&T Parel Project LLP" dated 25th September, 2012 duly registered with the Sub-Registrar of Mumbai bearing Registration no. BBE-2-7440-2012 for development of the LOI property on the terms and conditions mentioned therein.

8. The said Onkar has kept all the title documents and deeds relating to the LOI property in the custody of L&T Parel Project LLP as mentioned in the clause no. 5.5 (x) and 8.1(xvii) of Development Agreement dated 25th September, 2012.

9. The said Onkar has entered into a Supplemental Agreement dated 3rd October, 2012 to Joint Venture Agreement dated 6th April, 2011 deciding the revenue sharing ratio between them.

10. From time to time we have caused searches to be taken of the said property in relevant Sub Registry. Our search clerk has informed us that the records of the said Parel Sewri Division is either partly or completely in torned condition as shown below (Manual)

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Date :

B/5664/DOC-20/TC03/108/S/2016

27th July, 2016

- (i) At Mumbai S.R. Offices – 1966 to 1994, 1995 to 2007, 2008 to 2011.
(ii) Index-II Record for the period 2002 to 2016 is not maintained properly at Mumbai City-1 to Mumbai City-5.

11. ORDPL has executed a Deed of Mortgage dated 26th March, 2013 with ICICI Bank Ltd for a term loan to the tune of Rs.200 crores (Rupees Two hundred crores Only) on the terms and conditions set out in the said Mortgage. The said Mortgage is duly registered with the Sub-Registrar of Assurances of Mumbai under Sr. No. BBE-5-1378-2013. ORDPL has further executed a Supplemental Indenture of Mortgage with ICICI Bank Ltd. duly registered with Sub-Registrar of Assurances of Mumbai bearing Sr. No. BBE-5-1811-2013 dated 16th April, 2013 on the terms and conditions mentioned therein as a supplementary Deed to the said Mortgage Deed. Darshan is not party to these two Deeds, but it is in respect of Escrow Accounts of Receivables of the LOI Property. The loan under both these Deeds have been duly repaid by ORDPL but no Deed of Reconveyance is so far executed by ICICI Bank Ltd. in their favour. ICICI Bank Ltd. has granted to ORDPL its No Due Certificate dated 10th May, 2016.

12. One Debenture Trust Deed dated 5th July, 2014 was executed with IL&FS Trust Company Ltd with said Omkar bearing registration no BBE-2-6565-2014 and ORDPL had issued debentures more particularly set out in document together with

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27th July, 2016

Rectification Deed dated 18th November, 2014 bearing registration no. BBE-2-9612-2014 registered on 3rd December, 2014 between the said Omkar AND IL&FS Trust Company Ltd. By these Deeds a sum of Rs. 445 crores was advanced. Security Interests provided were (i) any amounts received by or receivables by in relation to "Investor Component" i.e. pre-committed are as under the JDA comprising free sale area admeasuring 1,00,00,000 sq. ft. being equivalent to an FSI of 55,200 sq. ft. constructed / to be constructed on the LOI Property.

(ii) all rights, liberties, privileges, easements, advantages, assets, benefits, revenues, income and appurtenances whatsoever to and arising in relation to the Project or any part thereof, including all and any amounts owing to or received by or receivable by the said Omkar in each case from time to time, all Receivables (including without limitation the Deposit Receivables and the Revenue Receivables) arising from the Project and accruing to the said Omkar herein, which shall include all the Receivables, any and all bank accounts including but not limited to the JDA Revenue Escrow Account. The Nature of Charges under these two documents were (i) First charge ranking paripassu With ICICI bank for securing series I debentures and (ii) exclusive second charge for securing series II. These two Deeds are still in effect and are not satisfied.

13. Debenture Trust Deed dated 29th April, 2016 is executed between the said Omkar AND IL&FS Trust Co. Ltd. bearing registration no. BBE-1-3851-2016 by which IL&FS has advances a sum of Rs. 425 crores & securities provided interalia

Page 5 of 8

(In reply please quote our Ref. No.)

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B/5664/DOC-20/TC03/108/S/2016

27th July, 2016

are (i) any amounts received by or receivables by in relation to "Investor Component" i.e. pre-committed are under the JDA comprising free sale area admeasuring 1,00,00,000 sq. ft. being equivalent to an FSI of 55,200 sq. ft. constructed / to be constructed on the LOI Property.

(ii) All rights, liberties, privileges, easements, advantages, assets, benefits, revenues, income and appurtenances whatsoever to and arising in relation to the Project or any part thereof, including all and any amounts owing to or received by or receivable by the said Omkar in each case from time to time, all Receivables (including without limitation the Deposit Receivables and the Revenue Receivables) arising from the Project and accruing to the said Omkar herein, which shall include all the Receivables, any and all bank accounts including but not limited to the JDA Revenue Escrow Account. The nature of charges are (i) First charge ranking paripassu with series IA and 1B debentures under aforesaid Debenture Trust Deed dated 5th July, 2014 for New series I debentures and (ii) Second charge paripassu with Series II debentures for securing New series II and New Series III debentures. This Debenture Trust Deed dated 29th April, 2016 is not satisfied and is still in effect.

14. We have issued public notices inviting claims or objections from the Public in Free Press Journal on 26th June, 2016 and Nav Shakti also on 29th June, 2016. We have not received any claims or demands or objections.

Page 6 of 8

(In reply please quote our Ref. No.)

Date :

B/5664/DOC-20/TC03/108/S/2016

27th July, 2016

15. Mr. Vinitesh Agarwal - Director of the said Darshan and Mr. Gaurav Vishnu Gupta - Director of ORDPL have made and executed Declaration-cum-Indemnity dated 26th July, 2016 regarding their Title to the said property.

16. Relying on the aforesaid Declaration-Cum-Indemnity of our clients we do hereby certify that subject to

(i). No Adverse Documents being found to be registered in the years the records of the Sub Registrar were tot or partly tot or were not available.

(ii). The said Omkar complying with the terms and conditions of the LOI dated 4th November, 2010, 29th December, 2011, 3rd May, 2014, 3rd March, 2016 read with Corrigendum dated 17th June, 2016.

(iii). The Terms and Conditions of the Development Agreement dated 25th September, 2012.

(iv). The mortgages and encumbrances as described herein before, the said Omkar and 'L & T Parel Project LLP' have the right to develop the said property.

SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land or ground with structures standing thereon Plot bearing C.S. Nos. 440(pt), 645(pt), 646(pt), 647(pt), 648, 649(pt), 650(pt), 651(pt) of Parel Sewer Division situated at Jerbai Wadia Road, Mumbai - 400012

Page 7 of 8

Banukimdunda P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date :

B/5564/DOC-20/TC03/108/S/2016

27th July, 2016

addressing 10823.01 sq. mtrs. or thereabouts within the Registration Sub-District &
District of Mumbai City & Mumbai Suburban.

Mumbai, dated this 27th day of July, 2016

For Ms. Law Firm of Khonas



Partner

Solicitors & Legal Consultants
B/5564/DOC-20/TC03/2016

Page 6 of 8

ANNEXURE - G (Colly)

Fed by: S.V. Badam
 Validated by: SRI A. R. UMRAH

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BANGALURU
 (Prepared under SECTION 202 OF THE HANDBOOK LAND REVENUE ACT, 1966)

Division: DDMR - MANDAL
 Register No. 209
 Page No. 27

1. Sheet No. 561	2. Name of Survey or Locality NIL	3. Street No. NIL	4. Casserial Survey No. 651	5. Tanna NIL	6. Area in Sq. Yards/Sq. Meters 56.7485 (48.00) Sq. METERS 54.86	7. Landmark Survey No. 6/156	8. Collector's Roll No. (Collector's Roll No.) 44/1500 (NIL)
9. Source Title 10. Mode of Acquisition by Present Owner 11. Mode of Acquisition by Present Owner							
(A) CHECKED UNDER: (CLAIMANT BEFORE THE L.A.O.) (B) C.L.T							
12. Original Grant from Govt./L.A.O.							
13. Remarks							

UNDER ACQUISITION UNDER THE CITY OF BANGALURU IMPROVEMENT TRUST ACT IV OF 1898 FOR MADALA SHEWRY STREET SCHEME NO.57 IN CASE NO.965 WIDE CITY, BANGALURU DT. 20 11 19.

Name of Applicant: VIJAS R. BOSNYI
 Date of Application: 05/07/2012
 Fee received: Rs. 4444700.00
 Reference of Issue: 755497420123
 Date of Issue :

29 JUL 2012

(Rectangular [] brackets show entry deleted)
 Note : This is a true copy of the extract of S.S. Register which forms part of this office record and the area of the property referred to therein is 54.86 Sq. meters.
 (FILL IN WITH EITHER ROLL NO. OR S.S. NO.)

Sd/-
 Superintendent
 Mumbai City Survey and Land Records



1. Street No. 457	2. Name of Street or Locality SEKT 0000	3. Street No. 277, 284, 285	4. Cadastral Survey No. 646	5. Area in Sq. Yards 1177.00 Sq. METERS 1069.41	6. Area in Sq. Yards C - 7/251	7. Land Revenue Survey No. NIL (NIL)	8. Collector's Map No. (COLLECTOR'S MAP NO.)
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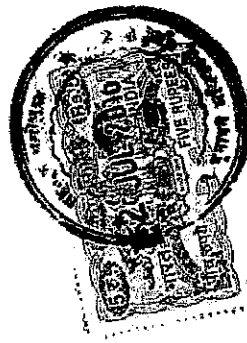
9. Ground Rank: 10. Name of Person in Possession: 11. Mode of Acquisition by Present Owner: 12. Description of Title:

Nil (A) THE TRUSTEE FOR THE IMPROVEMENT OF THE CITY OF BOMBAY (A) THE C.S.M.S. CASE 182 DATED 07.20.20 Nil

13. Original Grant From Govt., if any Nil	14. Lease From Public Body or Institute NIL	15. Bound From Govt. or Public Body or Institute NIL	16. Special Encumbrance, if any NIL
----------------------------------------------	------------------------------------------------	---------------------------------------------------------	----------------------------------------

17. Remarks

Nil
 Name of Applicant: M/S. OMKAR REALTIONS & COY.
 Date of Application: 11/07/2016
 Fee recovered: Rs. 2222154.00
 Reference of issue: 1145074281/9
 Date of issue: 20 JUL 2016
~~Development of Greater Bombay City
 Note: This is a part of the scheme of C.S. Registrar which forms part of the survey plan
 and the area of the property referred to herein is 100% of the area.
 The Government of Maharashtra has approved the plan on 07.20.20.~~
~~Superintendent
 15-07-2016~~



NOTE: LAND REVENUE IS IN ARREARS
 15-07-2016
 Assistant Superintendent Cum
 City Survey Officer No. 1/2 Mumbai.

Division: PANEL NORTH
Register No. 278
Page No. 21

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
(Prepared under Section 132 of the Maharashtra Land Revenue Act, 1956)

Prepared by: S-D-B ad gur
Initiated by: SRI A. L. HANSEN

1. Sheet No. 437	2. Name of Street or Locality PANEL NORTH	3. Street No. 11' MID NO. 437(1) ST. NO. 152A	4. Cadastral Survey No. 634	5. Name NIL	6. Area in Sq. Yds./Acs. 90.1885 (108.77) 20.6ACTERS 936.47	7. Additional Survey No. PART OF 11407	8. Collector's No. No. / Collectors Rent Roll No. 1497 (C.R.R. NO. 7082)
---------------------	----------------------------------------------	--------------------------------------------------	--------------------------------	----------------	-------------------------------------------------------------------------	-------------------------------------------	--------------------------------------------------------------------------------

9. Grant made by 1911	10. Name of Person to Whose Beneficial Ownership the Land Belongs (1) X (CONVEYANCE MARRIAGE DOCUMENT) DATED ON 7.4.5. (CONVEYANCE MARRIAGE DOCUMENT) DATED ON 6.10.1945 (MARRIAGE PARTS OF THE JOINT FAMILY AS ALSO CONSISTING OF) LAKHMI VASANTO BASHIRATI DATED ON 25.2.31 B (MARRIAGE MARRIAGE DOCUMENT) C (MARRIAGE MARRIAGE DOCUMENT) [A] (MARRIAGE MARRIAGE DOCUMENT)	11. Mode of Acquisition by Present Owner NIL	12. Description of Title NIL
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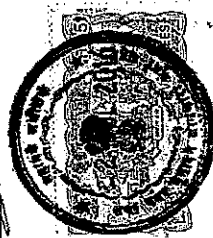
13. Original Grant from Govt. / 11	14. Lease from Public Body of Landlord NIL	15. Ground Rent due in Public Body or Landlord NIL	16. Superincumbent Right (10) 30/14.10.61, 30/16.10.61, 30/16.10.61 (SPN)
------------------------------------	-----------------------------------------------	-------------------------------------------------------	------------------------------------------------------------------------------

II. Remarks

VIC C.S. NO. 435 (CASE NO. 187)
X (CONVEYANCE MARRIAGE DOCUMENT)
--- (CONVEYANCE)
25.2.30.1945 / VIC C.S. NO. 437 (PANEL NORTH)
(CASE NO. 6447) RELEASE ON 14.6.1937 FROM 'Y' IN COL. 3 TO 'A,B,C' IN COL. 10 & ONE. IN RESPECT OF MORTGAGE ON 21.4.1937 TO CONVEYANCE 11407 ON 25.2.30.1945 / VIC ALSO C.S. NO. 435, 431 & 437 OF THIS CITY.
30/14.10.59, 30/14.10.59 SUPPL.

Name of Applicant: M/S. ANAND REALTIES & DEV. P.L.D.
Date of Application: 11/07/2016
Fee Received: Rs. 100000.00
Reference of Issue: 11650-20160
Date of Issue: 20 JUL 2016

(Duplicate of original - please verify)
NOTE: This is a true copy of the original of T.S. Register which has been duly certified correct and the copy of the original is retained in the office.
MARRIAGE DOCUMENT PARTIAL MARRIAGE DOCUMENT



NOTE: LAND REVENUE IS IN ARREARS
S. Kaul
Assistant Superintendent, City Survey Office No. 172 Mumbai.

SURVEY REGISTER FOR THE TOWN AND ISLAND OF BOMBAY
 (Prepared under Section 282 of the Maharashtra Land Revenue Act, 1957)

Collected by: *S. V. Badarwar*
 Validated by: SHRI K. A. HANDE

1. Serial No.	2. Name of Street or Locality	3. Street No.	4. Central Survey No.	5. House No.	6. Area in Sq. Yds./Acs.	7. Location Survey No.	8. Collectors Rev. No. (Collectors Note Roll No.)
437	SEWER ROAD	236, 237, 238, 240	645	VIDE COL. 11	40.18004 (635.08) 40.00000 522.38	272409	NIL (NIL)
<p>9. Ground Rent: 10. Name of Person in Beneficial Ownership due to Govt.</p> <p>NIL (14) THE TRUSTEES FOR THE IMPROVEMENT OF THE CITY OF BOMBAY</p> <p>11. Mode of Acquisition by Present Owner: (14) VIDE C.S. NO. 659 CASE NO. 201 & 202 OF 30.8.20</p> <p>12. Description of Title: NIL</p>							
<p>13. Original Grant from Govt., if any: NIL</p> <p>14. Lease from Public Body or Tenant: NIL</p> <p>15. Ground Rent due to Public Body or Tenant: NIL</p> <p>16. Superintendants Initial: NIL</p>							

17. Remarks

~~(Beneficial) T. Bhandari shown only deleted~~
 Note: This land was part of the survey of P. S. Bhandari which was part of the survey of the area of the property referred to in the above-mentioned survey and the number of the survey is 272409.

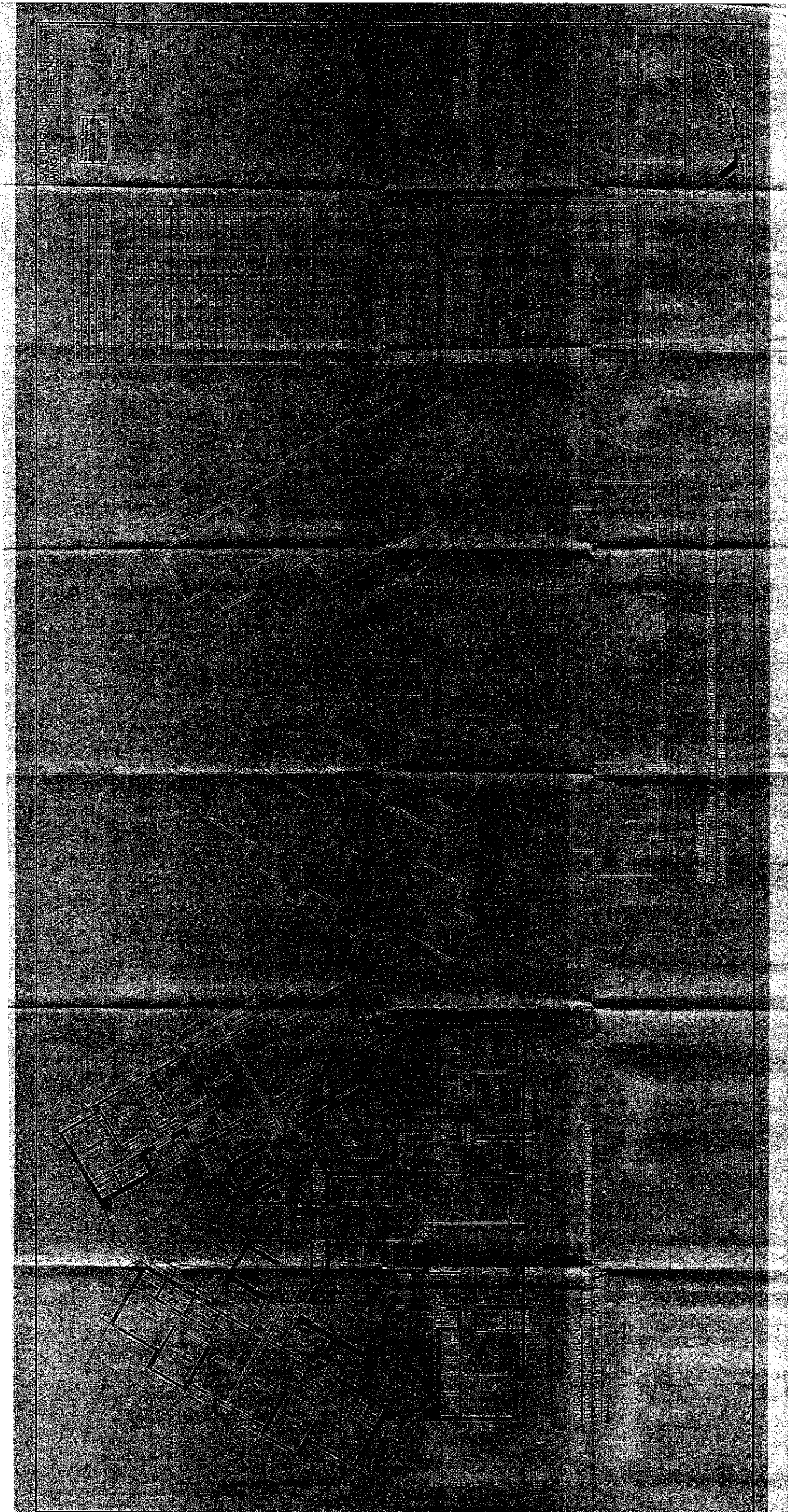
~~(Beneficial) T. Bhandari shown only deleted~~
 Note: This land was part of the survey of P. S. Bhandari which was part of the survey of the area of the property referred to in the above-mentioned survey and the number of the survey is 272409.

Name of Applicant: M/S. OMAR REALTORS & KEY.
 Date of Application: 11/07/2016
 Fee recovered: Rs. 222222.00
 Reference of Case: 114857/2016
 Date of issue: **20 JUL 2016**



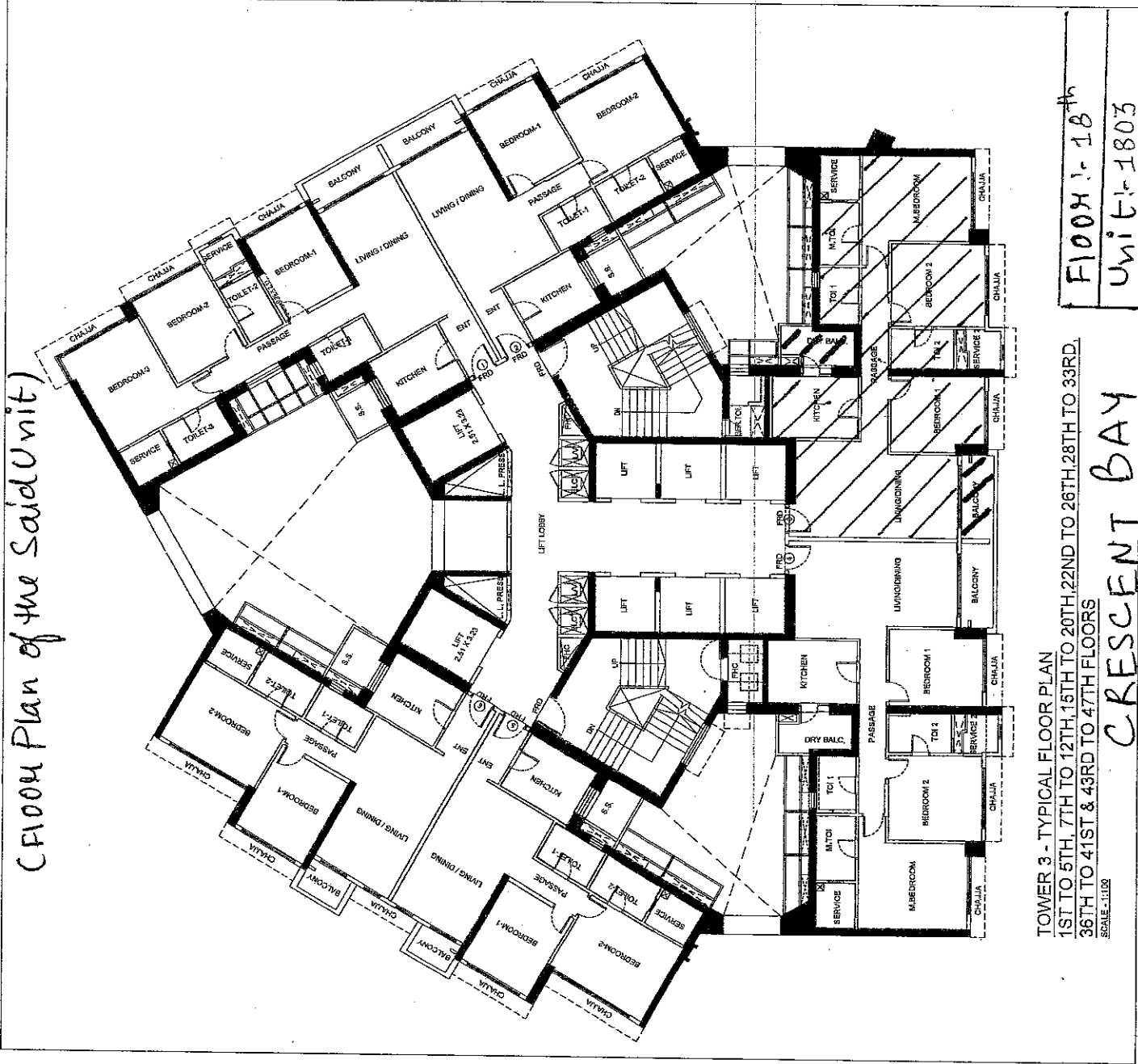
NOTE: LAND REVENUE IS IN ARREARS
S. Kulkarni
 15-07-2016
 Assistant Superintendent Comm
 City Survey Officer No. 1/2 Mumbai

ANNEXURE-H



ANNEXURE-I

FLOOR Plan of the Said Unit



TOWER 3 - TYPICAL FLOOR PLAN
1ST TO 5TH, 7TH TO 12TH, 15TH TO 20TH, 22ND TO 26TH, 28TH TO 33RD,
36TH TO 41ST & 43RD TO 47TH FLOORS
SCALE - 1:100

FLOOR 1 - 18th
UNIT - 1803

CRESCENT BAY

ANNEXURE J
(List of Amenities for Towers T1-T5)

Specifications of Apartment
Natural Imported Marble flooring in living, dining and passage (Natural Marble may have inherent natural imperfection. This is natural and is to be viewed as natural beauty.
Laminated Wooden flooring in Master bedroom - PERGO/ EGGER/ XYLOS / EGO / ISOSCELES Or Equivalent
Vitrified tile flooring in other Bedrooms - NITCO / KAJARIA / JOHNSON / RAK / EURO Or Equivalent
Vitrified tile flooring in Kitchen - NITCO / KAJARIA / JOHNSON / RAK / EURO Or Equivalent
Ceramic tile below counter & Vitrified tile dado above Kitchen platform up to two feet height - NITCO /KAJARIA / JOHNSON / EURO Or Equivalent
Granite platform, stainless Steel sink with drain board- FRANKE / NIRALI / HINDWARE / NEELKANTH / JAYNA Or Equivalent
Vitrified antiskid tiles in toilet flooring - NITCO /KAJARIA/ JOHNSON / RAK / EURO Or Equivalent
Sanitaryware and CP fittings in toilets - KOHLER / JAQUAR / AMERICAN STANDARD / ROCA / GROHE Or Equivalent
Glass enclosure / Partition for shower area -Dorma /Kohler / Jaquar Or Equivalent (3 BHK: 2 Nos, 2.5 & 2 BHK: 1 No Glass enclosure/ Glass Partition) mirror above basin in toilets 2BHK: Glass enclosure in 1 toilet & Glass partition in other toilet) and Mirror above wash basin in toilets.
Anodized /Powder Coated Aluminum framed windows
Wooden frames for main door, bedroom & toilet doors
Facilities in Apartment
Exhaust Fan in Kitchen & Toilet - CROMPTON GREAVES / KHAITAN / USHA / BAJAJ / HAVELLS Or Equivalent
Sprinkler & Gas Leak detector in Kitchen
Video Door Phone - ZICOM/ ONETOUCH/ TCS/ CP PLUS Or Equivalent
Intercom Facility
Split AC in living area & bedrooms
Geyser in toilets - BAJAJ / HAVELLS / RACOLD / AO SMITH / JAQUAR Or Equivalent (excluding Servant Toilet)
Hot & Cold water in Wash Basin & Shower in Master Bedroom Toilet and Hot & Cold water in Shower for remaining toilets.
Telephone and Internet provision



SLUM REHABILITATION AUTHORITY

No. SRA/ENG/2700/FS/ML & PL/AP

Date : **31 JAN 2022**

**AMENDED PLANS CUM PART OCCUPATION CERTIFICATE AS PER
REG. NO. 11(6) & 11(8) OF DCPR 2034**

To,

Architect,

Shri. Anand V. Dhokay, Architect & Designer,
F-63, "Palm Acres",
Mahatma Phule Road,
Mulund- (E), Mumbai-400081.

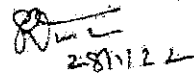
Sir,

The part development work of Wing 'N' of Sale building No. '1' comprising of Lower Ground + Ground floor with mezzanine floor + 1st to 5th Podium + Amenity Floor + Amenity Mezzanine Floor thereafter Service Floor + 1st to 18th upper floor for 104 nos. Sale Tenements under proposed amalgamated S. R. Scheme of "Matoshree SRA CHS Ltd. & other 19 Societies" on the plot bearing C.S. No. 426, 427(pt), 431, 1/431, 432 (pt), 1/437, 437(pt), 440(pt), 645 (pt), 646 (pt), 648 (pt), 649 (pt), 650 (pt), 651(pt), 654, 655(pt), 657 (pt), 658(pt), 659(pt), 854, 869, 870, 871 of Parel-Sewree Division & C.S. Nos. 155(pt), 174 (pt), 176 (pt), 1/177, 185(pt), 1038 & 1039 of Dadar-Naigaon Division, F/South Ward of M.C.G.M., completed under the supervision of Architect Shri. Anand V. Dhokay, Architects and Designer, vide License No. CA/87/10855, Licensed Structural Engineer Mrs. Madhura Manjrekar of M/s. Dr. Kelkar Designs Pvt. Ltd. vide License No. STR/M/99 and Licensed Site Supervisor Shri. Prasad Shetty, vide Licence No. P/807/SS-II, may be occupied on the following conditions;

1. That the remaining LOI/IOA conditions shall be complied at respective stages.
2. The certificate under Section 270A of BMC Act shall be submitted.

A set of certified completion plan is returned herewith please.

Yours faithfully,


28/1/22

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML&PL/AP

Copy to : For information please.

- ✓1) M/s. Omkar Realtors & Developers Pvt. Ltd.
- 2) Assistant Municipal Commissioner, 'F/South' Ward of MCGM.
- 3) A.E.(W.W.) 'F/South' Ward of MCGM.
- 4) A.A. & C, 'F/South' Ward of MCGM.
- 5) E.E.(D.P.) of MCGM.

Done
28.11.22

Executive Engineer
Slum Rehabilitation Authority

508/2991
Friday, February 25, 2022
1:30 PM

पावती

Original/Duplicate
नोंदणी क्र. : 399
Regn.: 39M

चावती क्र.: 3222 दिनांक: 25/02/2022

मात्राचे नाव: फोटो
दस्तावेजाचा अनुक्रमांक: बबई-4-2991-2022
दस्तावेजाचा प्रकार: पोषण ऑफ वेळी

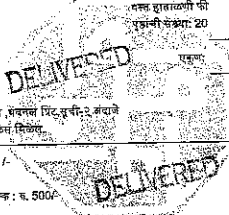
मादर कार्याचाचे नाव: वेसल एल अँड टी पारेल प्रोजेक्ट प्रा लि लॅके प्रायिव्हट लिमिटेड. हुरीय कुमार डेव (सीयएम)
हुरीय कुमार डेव ₹. 100.00
एल अँड टी पारेल प्रोजेक्ट प्रा लि लॅके प्रायिव्हट लिमिटेड ₹. 400.00

एल अँड टी पारेल प्रोजेक्ट प्रा लि लॅके प्रायिव्हट लिमिटेड ₹. 500.00

आपणास भूखंड देण, भवकाला विट. क्र. 2, अर्वा
1:49 PM ह्या वेळीस मिळेल.

दस्तावेज क्र. 1/-
मोबदला क्र. 0/-
मदलेचे दुबावक दुबाव: ₹. 500/-

- 1) रिकव्हाय चार्ज: DHC चार्ज: ₹.400/-
सीटी/एनआय/एनआय ऑर्डर क्रमांक: 2502202203014 दिनांक: 25/02/2022
वेळीचे नाव व पत्ता:
- 2) रिकव्हाय चार्ज: eChallan चार्ज: ₹.100/-
सीटी/एनआय/एनआय ऑर्डर क्रमांक: MH1013653647202122E दिनांक: 25/02/2022
वेळीचे नाव व पत्ता:



मह. दुष्पत्र निबंधक कार्यालय - ४
मुंबई शहर अ. ४

ca3

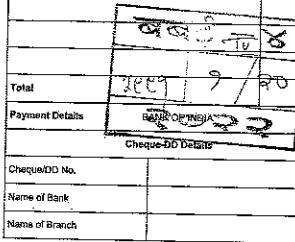
2/25/2022



CHALLAN
MTR Form Number-6



GRN	MH1013653647202122E	BARCODE	[Barcode]		Date	25/02/2022-08:29:40	Form ID	480
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	BOMM_JT SUB REGISTRAR MUMBAI 4			PAN No. (If Applicable)				
Location	MUMBAI			Full Name	LAND T PAREL PROJECT PVT LTD			
Year	2021-2022 One Time			Flat/Block No.				
Account Head Details		Amount In Rs.		Remarks (If Any)				
0030045501	Stamp Duty	500.00		Second Party Name: KETAN THAKRE AND OTHER-				
0030063301	Registration Fee	100.00		Amount In Words: 600.00				
Total		600.00		FOR USE IN RECEIVING BANK				
Payment Details		Cheque/DD Details		Bank CIN Ref. No. 0220229022022505166 128098214				
Cheque/DD No.		Bank Date		Bank Date RBI Date 25/02/2022-08:29:40 Not Verified with RBI				
Name of Bank		Bank Branch		BANK OF INDIA				
Name of Branch		Scroll No., Date		Not Verified with Scroll				



Receipt of Document Handling Charges

PRN 2502202203014 Receipt Date 25/02/2022

Received from LAND T PAREL PROJECT PVT. LTD., Mobile number 0000000000, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered on Document No. 2991 dated 25/02/2022 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED
₹ 400
DEFACED

Bank Name	MAHB	Payment Date	25/02/2022
Bank CIN	10004152022022502801	REF No.	002408219
Deface No	2502202203014D	Deface Date	25/02/2022

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



ववई ४
२०२१ २/२०
२०२२



CHALLAN
MTR Form Number-6



GRN	MH1013653647202122E	BARCODE	[Barcode]		Date	25/02/2022-08:29:40	Form ID	480
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	BOMM_JT SUB REGISTRAR MUMBAI 4			PAN No. (If Applicable)				
Location	MUMBAI			Full Name	LAND T PAREL PROJECT PVT LTD			
Year	2021-2022 One Time			Flat/Block No.				
Account Head Details		Amount In Rs.		Remarks (If Any)				
0030045501	Stamp Duty	500.00		Second Party Name: KETAN THAKRE AND OTHER-				
0030063301	Registration Fee	100.00		Amount In Words: 600.00				
Total		600.00		FOR USE IN RECEIVING BANK				
Payment Details		Cheque/DD Details		Bank CIN Ref. No. 0220229022022505166 128098214				
Cheque/DD No.		Bank Date		Bank Date RBI Date 25/02/2022-08:29:40 Not Verified with RBI				
Name of Bank		Bank Branch		BANK OF INDIA				
Name of Branch		Scroll No., Date		Not Verified with Scroll				

DEFACED
₹ 600.00
DEFACED



ववई ४
२०२१ २/२०
२०२२

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Usrd	Defacement Amount
1	(S)-508-2991	0006828755302122	25/02/2022-13:28:57	IGR549	100.00
2	(S)-508-2991	0006828755302122	25/02/2022-13:28:57	IGR549	500.00
Total Defacement Amount					600.00

मह. दुष्पत्र निबंधक कार्यालय - ४
मुंबई शहर अ. ४

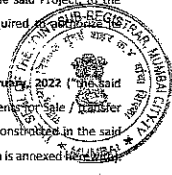
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We (1) J. Hareesh Kumar – Head (CRM) (2) Bharat Rastogi – Joint General Manager (Accounts) (3) Amit Ajmera – AGM (Finance & Accounting) authorized representatives of L&T Parel Project Private Limited (hereinafter referred to as "the said Company") appointed vide Resolution dated 10th February, 2022 passed by the said Company, having its Registered Office at L&T House, Ballard Estate, N.M. Road, Mumbai 400 001; SEND GREETINGS:

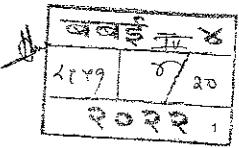
WHEREAS the said Company alongwith (1) Omkar Realtors & Developers Private Limited (2) M/s. Omkar Realtors & Developers (formerly known as M/s. Shree Siddhivinayak Enterprises) (3) Darshan Realtors Private Limited & (4) M/s. Om Shanti Realtors (collectively hereinafter referred to as "OMKAR") (both the said Company & Omkar, are hereinafter collectively referred to as "the Developers"), are developing Stum Rehabilitation Project and are interalia constructing Free Sale Buildings on the land admeasuring approximately 107988.64 sq. mtrs bearing C.S.Nos. 426, 427(pt), 431, 1/ 431, 432 (pt), 1/437, 437 (pt), 440 (pt), 645 to 650, 651 (pt), 654, 655 (pt), 657 (pt), 658 (pt), 659 (pt), 854, 869, 870, 871 of Parel Sewree Division and C.S. Nos. 155 (pt), 174 (pt), 176 (pt), 1/177 (pt), 185 (pt), 1038, 1039 of Dadar Naigoon Division, F/South Ward, Mumbai, in a Project known as "Crescent Bay – Parel" (hereinafter referred to as the "said Project").

AND WHEREAS the Developers are desirous of selling/ transferring the flats/ Shops/offices and other tenements constructed/being constructed/to be constructed in the said Project, to the intending purchasers/ third parties, for which the said Company is required to execute the documents.

AND WHEREAS the said Company has, vide Resolution dated 10th February, 2022 ("the said Resolution"), authorized each of us to severally sign and execute documents for sale / transfer of residential units / premises constructed / being constructed / to be constructed in the said Project to intending purchasers / third parties (copy of the said Resolution is annexed herewith). The said Company, vide the said Resolution, has further authorized us to nominate officers of the said Company to appear before Registrar of Assurances and admit execution of the documents on behalf of the said Company.



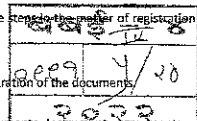
[Handwritten signatures]



AND WHEREAS it is not possible for us to personally attend the office of Sub Registrar of Assurances for the purpose of registration of documents;

NOW KNOW YOU ALL THESE PRESENTS WITNESSETH that We, do hereby nominate, constitute and appoint following persons/officer employed with Larsen & Toubro Ltd. and having their office at A.M. Naik Tower, 8th Floor, Gate no. 3, J.V.L.R. Powai, Mumbai 400 072 and its registered office at L&T House, Ballard Estate, N.M. Road, Mumbai 400 001, to be our true and lawful Attorney/s, for us and in our names and on our behalf, for appearing before the Registrar / Sub Registrar of Assurances to admit execution of the documents executed by us and jointly and/or severally and to do or cause to be done all or any of the following acts, deeds, matters and things, so long as they are in employment / engagement with L&T Group Companies:

- 1) Ketan Thakare (Assistant General Manager – Technical Services)
 - 2) R.K. Viswanathan (Consultant)
 - 3) Deepak Pradhan (Consultant)
 - 4) Chirag Chavda (Deputy Manager)
 - 5) Aditya Kulkarni (Assistant Manager) *[Signature]*
1. To lodge and present the documents, executed by us in respect of the said Project, in the office of Sub-Registrar of Assurances.
 2. To appear before the Sub-Registrar of Assurances to admit execution of the document/s for us and on our behalf and to take all effective steps to the effect of registration of such document/s.
 3. To pay the necessary fees / charges for the registration of the documents.
 4. To collect and receive the original Deeds, Documents, Instrument, Agreements, and Writings etc. from the office of Sub Registrar, the Registrar of Assurances or any other Officer/s.
 5. As our lawful attorney/s to do all such acts, deeds, things and give statements in connection for effectively registering the documents.
 6. AND GENERALLY to do and execute all acts, deeds, matters and things in and towards the said flat requisite as fully and effectively as we, ourselves could do effectively in our own proper person.
 7. We do hereby ratify and confirm that all acts, deeds and things done by our said attorney/s shall be deemed to have been acts, deeds and things done by us personally and we undertake to ratify and confirm all and whatsoever that my/our said attorney/s shall do or purport to do or cause to be done by virtue of these presents.









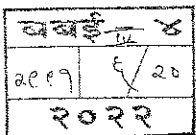
[Handwritten signatures]

IN WITNESS WHEREOF, we have executed this Power of Attorney on this 25th day of Feb., 2022.

SIGNED AND DELIVERED

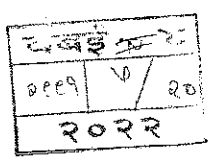
by the within named Donor/s)

- (1) J. Hareesh Kumar) *[Signature]*  
Head – CRM)
For L&T Parel Project Pvt. Ltd)
- (2) Bharat Rastogi) *[Signature]*  
Joint General Manager – Accounts)
For L&T Parel Project Pvt. Ltd)
- (3) Amit Ajmera) *[Signature]*  
AGM (Finance & Accounting))
For L&T Parel Project Pvt. Ltd)










In the presence of:

- 1) *[Signature]*
- 2) *[Signature]*

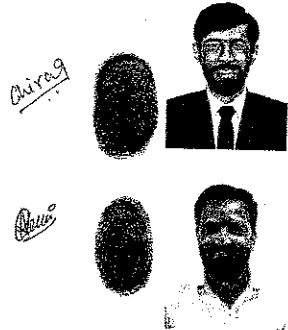


We Accept (Attorney Holders):

- For L&T Parel Project Pvt. Ltd) *[Signature]*  
1. Ketan Thakare)
(Assistant General Manager - Technical Services)
- For L&T Parel Project Pvt. Ltd) *[Signature]*  
2. R.K. Viswanathan)
(Consultant)
- For L&T Parel Project Pvt. Ltd) *[Signature]*  
3. Deepak Pradhan)
(Consultant)
- For L&T Parel Project Pvt. Ltd) *[Signature]* 

4. Chirag Chavda)
 (Deputy Manager))
 For L&T Parel Project Pvt. Ltd.)

5. Aditya Kulkarni)
 (Deputy Manager))
 For L&T Parel Project Pvt. Ltd.)



In the presence of
 1) _____)
 2) _____)

Identified by me Before me

आयकर विभाग **भारत सरकार**
INCOME TAX DEPARTMENT **GOVT. OF INDIA**

ई-स्थायी लेखा संख्या कार्ड
e-Permanent Account Number (e-PAN) Card
AAECL8967C

नाम / Name: L&T PAREL PROJECT PRIVATE LIMITED
 दिनांक / मूल की तारीख / Date of Incorporation / Formation: 25/01/2022

Digitally signed by: Tax PAN Services Ltd., C/O: MCA 21, 27/49, Chhatrapati Shivaji Maharaj, Mumbai. PAN Sign Location: Mumbai.

✓ Permanent Account Number (PAN) facilitate Income Tax Department filing of various documents, including payment of taxes, assessment, tax demand tax returns, matching of information and copy maintenance & retrieval of electronic information etc. relating to a taxpayer.
 स्थायी लेखा संख्या (PAN) आयकर विभाग के विभिन्न दस्तावेजों की फाइलिंग, कर का भुगतान, मूल्यांकन, कर मांग, कर रिटर्न, कर का मूल्यांकन, कर की जानकारी का संग्रहण और प्रतिलिपि रखरखाव और डिजिटल जानकारी के पुनर्प्राप्त करने के लिए सहायता करता है।

✓ Issuance of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) and other provisions, 1961 के अंतर्गत निर्दिष्ट कई लेखों के लिए स्थायी लेखा संख्या (PAN) का जारी करना अनिवार्य है। (अनुसूची नियम, 1962 के नियम 114B, का संदर्भ दें)

✓ Processing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.
 एक से अधिक स्थायी लेखा संख्या (PAN) का प्रयोग या उपयोग, कानून के विरुद्ध है और अधिकतम ₹ 10,000 तक का जुर्माना हो सकता है।

✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card".
 इस कार्ड में एडवांस्ड QR कोड शामिल है जो एक विशिष्ट एंड्रोइड मोबाइल ऐप द्वारा पढ़ा जा सकता है। (Google Play Store पर इस विशेष मोबाइल ऐप को खोजने के लिए शीर्षक "Enhanced QR Code Reader for PAN Card" है।)

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (2) of Section 139A of Income Tax Act, 1961 and sub-rule (b) of Rule 114 of the Income Tax Rules, 1962. For more details, click here.



बखर्कित ४
 २०२१ / २०
 २०२२



बखर्कित ४
 २०२१ / २०
 २०२२

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
 Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 3 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that L&T PAREL PROJECT PRIVATE LIMITED is incorporated on this Twenty fifth day of January Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309MH2022PTC375447.
 The Permanent Account Number (PAN) of the company is AAECL8967C *
 The Tax Deduction and Collection Account Number (TAN) of the company is MUMLI3092C *

Given under my hand at Manesar this Twenty fifth day of January Two thousand twenty-two .

Digital Signature Certificate
 Mr SHIV PAL SINGH
 ASST. REGISTRAR OF COMPANIES
 For and on behalf of the Jurisdictional Registrar of Companies
 Registrar of Companies
 Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:
 L&T PAREL PROJECT PRIVATE LIMITED
 L&T House, Ballard Estate, Mumbai, Mumbai City, Maharashtra, India,
 400001

* as issued by the Income Tax Department



बखर्कित ४
 २०२१ / १० / २०
 २०२२

L&T PAREL PROJECT PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THE BOARD MEETING HELD ON 1ST FEBRUARY 2022 CERTIFIED UNDER SECTION 21 OF THE COMPANIES ACT, 2013

Authority for executing Sale Agreements:

"RESOLVED THAT approval be and is hereby accorded for selling/ transferring flats / shops / offices / other tenements in the Free Sale Building constructed / being constructed / to be constructed in "Crescent Bay - Parel" (the "said Project"), situated on land admeasuring approx. 107988.64 square metres bearing Cadastral Survey Nos. 426, 427(pt), 431, 1/ 431, 432(pt), 1/437(pt), 440(pt), 645 to 650, 651(pt), 654, 655(pt), 657(pt), 658(pt), 659(pt), 854, 869, 870, 871 of Parel Sewree Division and C.S. Nos. 155(pt), 174(pt), 176(pt), 1/177(pt), 185(pt), 1038, 1039 of Dadar Nalgaon Division, Mumbai, on the terms and conditions mentioned in the documents for the Sale / Transfer including the Agreement for Sale.

RESOLVED FURTHER THAT the following officers of L&T Group are hereby jointly and / or severally authorized, so long as they remain in the employment of L&T Group Companies:

1. Mr. Shrikant Joshi
2. Mr. Uma Charan Rath
3. Mr. Atul Shindkar
4. Dr. Bhagirath Shanbhag
5. Mr. J. Hareesh Kumar
6. Mr. Bharat Rastogi
7. Mr. Ritish Ghai
8. Mr. Arjit Ajmera



to do or cause to be done, for and on behalf of and in the name of the Company all or any of the following acts, deeds and things:-

- (1) To sign and execute agreements for sale, sale deed, deed of transfer and such other documents required to be executed in respect of selling/ transferring flats/ shops/ offices / other tenements in various projects.
- (2) To sign and execute all documents ancillary and incidental to and necessary for the completion of transactions mentioned hereinabove including but not limited to Allotment Letters, Notices, Payment Receipts, Possession Letters, etc.

Registered Office: L&T House, Ballard Estate, Mumbai - 401 001
 Tel: 022-67523656

बखर्कित ४
 २०२१ / ११ / २०
 २०२२

L&T PAREL PROJECT PRIVATE LIMITED

- (3) To represent the Company before any Registrar or Sub-Registrar of Assurances to present and lodge Agreements for Sale, Deed of Transfer, Sale Deed or any other deeds, documents, writings, etc., for registration, in favour of the purchasers/transferees and for this purpose to appear before the Registrar, Sub Registrar of Assurances to admit execution of the aforesaid documents
- (4) To appear before various authorities, whether State or Central and whether Municipal, Revenue or Judicial or such other local authorities, as the case may be, and to make such applications, undertakings, affidavits, writings, etc., as may be necessary for the said purposes.
- (5) AND GENERALLY to do all such acts, deeds and things in the name and on behalf of the Company as the said Authorized Officers/Signatories may consider expedient for the aforesaid purposes.

RESOLVED FURTHER THAT the above-named persons be and are hereby jointly and / or severally authorized to nominate / delegate in the name of the officials of the Company, as long as they remain in the employment of the Company / Parent Company, the power to appear before the Registrar, Sub Registrar of Assurances to admit execution of the aforesaid documents.

RESOLVED FURTHER THAT the foregoing Resolutions duly certified by any one of the Directors, remain in force until notice in writing is given by any one of the Directors of the Company.

For L&T PAREL PROJECT PRIVATE LIMITED

P. Choudhary
PAWAN KUMAR CHOUDHARY
 DIRECTOR
 (DIN: 03508147)

Date : 10th February 2022
 Place : Mumbai



Registered Office: L&T House, Ballard Estate, Mumbai - 401 001
 Tel: 022-67525656 Fax: 022-67525093

बबई नं ४
 ११/१३/२०
 २०२२



बबई नं ४
 ११/१३/२०
 २०२२



बबई नं ४
 ११/१३/२०
 २०२२

Missing Scan Doc Records and Files

Barcode and header information including date 25/02/2022 2:20:16 PM and document ID 2991/2022.

अनु क्र. 1. पत्रकारणे नाव व पत्ता: मधु.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 2. पत्रकारणे नाव व पत्ता: 1. ना.रवी मदीसकर...

अनु क्र. 3. पत्रकारणे नाव व पत्ता: 1. ना.रवी मदीसकर...

अनु क्र. 4. पत्रकारणे नाव व पत्ता: 1. ना.रवी मदीसकर...

अनु क्र. 5. पत्रकारणे नाव व पत्ता: 1. ना.रवी मदीसकर...

अनु क्र. 6. पत्रकारणे नाव व पत्ता: 1. ना.रवी मदीसकर...

Table with 7 columns: Sr., Purchaser, Type, Verification no/Vendor, GRN/Licence, Amount, Used At, Deface Number, Deface Date.

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

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

Missing Scan Doc Records and Files

Barcode and header information including date 16/03/2022 10:14:44 AM and document ID 2991/2022.

अनु क्र. 1. पत्रकारणे नाव व पत्ता: मधु.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 2. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 3. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 4. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 5. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 6. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 7. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 8. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 9. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 1. ना.रवी मदीसकर...

अनु क्र. 2. ना.रवी मदीसकर...

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अनु क्र. 1. पत्रकारणे नाव व पत्ता: मधु.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 2. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 3. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 4. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 5. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 6. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

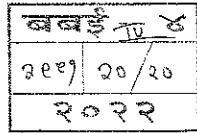
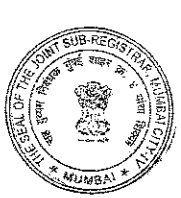
अनु क्र. 7. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 8. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 9. ना.मिर्सा एल अँड टी प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

अनु क्र. 1. ना.रवी मदीसकर...

अनु क्र. 2. ना.रवी मदीसकर...



प्रमाणित कागदपत्र तर्फे प्रोपेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती चे...

सह मुख्य अधिकारी कार्यालय मुंबई शहर क्र. ५

OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED

Regd. Office: Popular Metal works, Taty Tope Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai – 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail – contact@omkar.com CIN – U70100MH2005PTC157754

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT MEETING NO. 01/2024-25 OF THE BOARD OF DIRECTORS OF OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED HELD ON MONDAY, APRIL 01, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT POPULAR METAL WORKS, TATYA TOPE MARG, JOGLEKARWADI SION FISH MKT, SION (E), MUMBAI – 400022 COMMENCED AT 11.00 A.M. AND CONCLUDED AT 11.30 A.M.

ITEM NO. 07: AUTHORITY TO SIGN AGREEMENT FOR SALE & OTHER ANCILLARY DOCUMENTS RELATED THERETO IN RESPECT OF CRESCENT BAY PROJECT

The Chairman informed the Board that the Company has undertaken a project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') and has started construction of Building/Tower for sale of Flat/Unit(s) in the said project it is necessary to enter into and execute Agreement For Sale with the Purchaser(s)/Buyer(s)/Customer(s) as per the draft placed before the table and authorized the Authorised Representative(s) of the Company to sign the said Agreement For Sale for and on behalf of the Company.

The Board after discussion considered the same and passed the following resolutions:

“RESOLVED THAT Mr. Mohammad Shahid Raza, Authorised Signatories of the Company be and is hereby authorised for and on behalf of the Company to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the said project on the terms and conditions as mentioned in the said Agreement For Sale draft of which placed before the meeting be and is hereby approved and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

RESOLVED FURTHER THAT the said Authorised Signatory be and are hereby severally authorized for and on behalf of the Company to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect.

RESOLVED FURTHER THAT the above Authorised Signatory are authorized to delegate power to Mr. Sachin Chandekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the Company to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.

OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED

Regd. Office: Popular Metal works, Taty Tope Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai – 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail – contact@omkar.com CIN – U70100MH2005PTC157754

RESOLVED FURTHER THAT the Common Seal of the Company if require, be affix on the said Agreement For Sale and other related documents in terms of the Articles of Association of the Company.

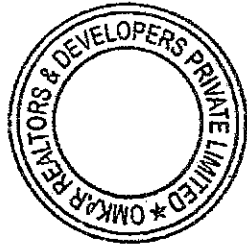
RESOLVED FURTHER THAT a certified true copy of this resolution issued under signature of any of the Directors of the Company be submitted to whomsoever it may concern.”

//CERTIFIED TRUE COPY//

FOR OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED



**KETAN SHINDE
DIRECTOR
DIN: 09096812**



**M/S. OMKAR REALTORS & DEVELOPERS
(Formerly Shree Siddivinayak Enterprises)**

Regd. Office:- Omkar Esquare, Off Eastern Express Highway,
Opp Sion Chunnabhatti Signal, Sion(East), Mumbai-400022

April 01, 2024

TO WHOMSOEVER IT MAY CONCERN

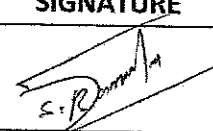

Dear Sir/Ma'am,

We, Omkar Realtors Space Development Private Limited and Anatomy Realtors Private Limited Partners of M/s. Omkar Realtors & Developers (the "Firm") a registered partnership firm, (hereinafter referred to as "the firm"), hereby authorize Mr. Mohammad Shahid Raza, Authorised Signatories of the Firm to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') on the terms and conditions as mentioned in the Agreement For Sale and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

He further authorized to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect and to delegate power to Mr. Sachin Chandekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the firm to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.

Yours faithfully,

FOR M/S OMKAR REALTORS AND DEVELOPERS

NAME OF THE PARTNER	SIGNATURE
OMKAR REALTORS SPACE DEVELOPMENT PRIVATE LIMITED	
ANATOMY REALTORS PRIVATE LIMITED	

DARSHAN REALTORS PRIVATE LIMITED

Regd. Office: Popular Metal works, Tatya Tope Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai – 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail – contact@omkar.com CIN - U70109MH2009PTC197063

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING NO. 01/2024-25 OF THE BOARD OF DIRECTORS OF DARSHAN REALTORS PRIVATE LIMITED HELD ON MONDAY, APRIL 01, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT POPULAR METAL WORKS, TATYA TOPE MARG, JOGLEKARWADI SION FISH MKT, SION (E), MUMBAI – 400022 COMMENCED AT 09:30 A.M. AND CONCLUDED AT 09.40 A.M.

ITEM NO. 11- AUTHORITY TO SIGN AGREEMENT FOR SALE & OTHER ANCILLARY DOCUMENTS RELATED THERETO IN RESPECT OF CRESCENT BAY PROJECT

The Chairman informed the Board that the Company has undertaken a project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') and has started construction of Building/Tower for sale of Flat/Unit(s) in the said project it is necessary to enter into and execute Agreement For Sale with the Purchaser(s)/Buyer(s)/Customer(s) as per the draft placed before the table and authorized the Authorised Representative(s) of the Company to sign the said Agreement For Sale for and on behalf of the Company.

The Board after discussion considered the same and passed the following resolutions:

"RESOLVED THAT Mr. Mohammad Shahid Raza, Authorised Signatories of the Company be and is hereby authorised for and on behalf of the Company to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the said project on the terms and conditions as mentioned in the said Agreement For Sale draft of which placed before the meeting be and is hereby approved and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

RESOLVED FURTHER THAT the said Authorised Signatory be and are hereby severally authorized for and on behalf of the Company to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect.

RESOLVED FURTHER THAT the above Authorised Signatory are authorized to delegate power to Mr. Sachin Chandlekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the Company to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.

RESOLVED FURTHER THAT the Common Seal of the Company if require, be affix on the said Agreement For Sale and other related documents in terms of the Articles of Association of the Company.

DARSHAN REALTORS PRIVATE LIMITED

Regd. Office: Popular Metal works, Taty Toppe Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai - 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail - contact@omkar.com CIN - U70109MH2009PTC197063

RESOLVED FURTHER THAT a certified true copy of this resolution issued under signature of any of the Directors of the Company be submitted to whomsoever it may concern."

CERTIFIED TRUE COPY
FOR DARSHAN REALTORS PRIVATE LIMITED


SUBHASH BARKUNTA
DIRECTOR
DIN 08770137

OM SHANTI REALTORS

Reg NO. : BA-97850

Omkar House, Off Eastern Express Highway, Opp. Sion Chunnabhatti Signal, Sion (East),
Mumbai – 400022

Date: 01st April, 2024


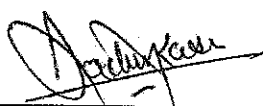
TO WHOMSOEVER IT MAY CONCERN

Dear Sir/Ma'am,

We, Omkar Realtors & Developers Private Limited and Anatomy Realtors Private Limited Partners of M/s. Om Shanti Realtors (the "Firm") a registered partnership firm hereby authorize Mr. Mohammad Shahid Raza, Authorised Signatories of the Firm to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') on the terms and conditions as mentioned in the Agreement For Sale and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

He further authorized to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect and to delegate power to Mr. Sachin Chandekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the firm to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.

FOR M/S. OM SHANTI REALTORS

Name of the Partners	Signature of Authorised Signatory
Omkar Realtors & Developers Private Limited	
Anatomy Realtors Private Limited	

घोषणापत्र

मी

याद्वारे घोषित करतो की, दुय्यम निबंधकयांचे

कार्यालयातया शिर्षकाचा

दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री.

व इ. यांनी दि. रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या

आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुली जबाब

दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले

नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही

किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्द बातलं ठरलेले नाही. सदरचे

कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२

अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :

कुलमुखत्यारपत्र धारकाचे नांव

व सही

घोषणापत्र

मी

याद्वारे घोषित करतो की, दुय्यम निबंधकयांचे

कार्यालयातया शिर्षकाचा

दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री.

व इ. यांनी दि. रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या

आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुली जबाब

दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले

नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही

किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही. सदरचे

कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२

अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :

कुलमुखत्यारपत्र धारकाचे नांव

व सही