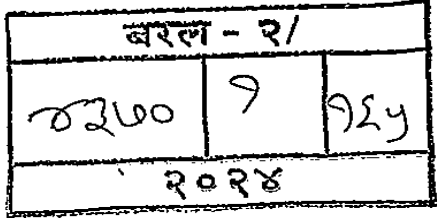


मूल्यंकन पत्रक ( महती क्षेत्र - बांधीय )					
Valuation ID	20240312195			12 March 2024,09:35:41 AM	
मूल्यंकन वर्ष	2023				
दिनांक	मुम्बई उपनगर				
मूल्य विभाग	S6-मागाडाप ( बांधीय )				
उप मूल्य विभाग	भूभाग - 5 इंग्लिश पेसा वाच्य क्षेत्र अगलेल्या विस्तारतो				
सर्वे नकाशा नं. व प्लॅन क्रमांक	सि टी एस नकाशा 165				
प्राथमिक मूल्य दर नकाशानुसार मूल्यपत्र नं.	मूला रकम	विक्री मर्यादा	दुकान	भीषागाव	मागाडाप नं. व नोंद क्रमांक
	62360	158930	182770	210100	150800
बांधीय क्षेत्राची मर्यादी	वापर्यमा क्षेत्र Built Up	72.89 चौगुण क्षेत्र	विस्तारनीय क्षेत्र -	विस्तारनीय क्षेत्र -	शेअर
	उदाहरण मर्यादा	1-अक्ष सा. सा. भाग	विस्तारनीय क्षेत्र -	बांधीय भागाचा क्षेत्र -	Rs. 30250/-
		भा. मर्यादा -	11th Floor To 20th floor		
प्रकार मर्यादा - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मर्यादा मर्यादा पर. दर		= 110% apply to rate = Rs 174823 -			
पत्ता-वाच्यता विस्तारनीय प्रति शे. मर्यादा मूल्य		$= ((\text{प्राथमिक मूल्य} - \text{पुण्या मर्यादा दर}) * \text{पत्ता-वाच्यता दर} + \text{पुण्या मर्यादा दर})$ $= ((174823 - 62360) * (100 / 100) + 62360)$ $= \text{Rs } 174823/-$			
A) मूल्य विस्तारनीय मूल्य	$= \text{प्राथमिक मूल्य दर} * \text{विस्तारनीय क्षेत्र}$ $= 174823 * 72.89$ $= \text{Rs. } 12742848.47/-$				
E) विस्तार वाच्य मर्यादा क्षेत्र	$= 13.94 * (158930 * 25/100)$ $= \text{Rs } 553871.05/-$				
Applicable Rules	= 10.4.16				
एकूटित मूल्य	$= A + B + C + D + E + F + G + H + I + J$ $= 12742848.47 + 0 + 0 + 0 + 553871.05 + 0 + 0 + 0 + 0 + 0$ $= \text{Rs } 13296719.52/-$				

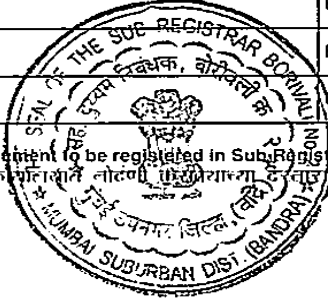
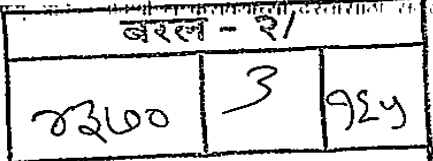






**CHALLAN**  
MTR Form Number-6



GRN	MH017090230202324E	BARCODE	11 03 2024 18:17:43		Date	11/03/2024-18:17:43	Form ID	25.2						
Department					Inspector General Of Registration									
Type of Payment					Stamp Duty									
Registration Fee					Payer Details									
Office Name					BRL2_JT SUB REGISTRAR BORIVALI 2		Full Name			Suneeta Hiren Barot				
Location					MUMBAI									
Year					2023-2024 One Time		Flat/Block No.			FLAT NO 1401, RIVALI PARK STARGAZE				
Account Head Details					Amount In Rs.		Premises/Building							
0030045501 Stamp Duty					855500.00		Road/Street			WESTERN EXPRESS HIGHWAY, BORIVALI EAST				
0030063301 Registration Fee					30000.00		Area/Locality			MUMBAI				
							Town/City/District							
							PIN			4 0 0 0 6 6				
							Remarks (If Any)							
							SecondPartyName=CCI PROJECTS PVT LTD-							
							Amount In				Eight Lakh Eighty Five Thousand Five Hundred Rupee			
					Total		8,85,500.00		Words		s Only			
Payment Details					IDBI BANK					FOR USE IN RECEIVING BANK				
Cheque/DD Details					Bank CIN		Ref. No.		69103332024031120780		2858083082			
Cheque/DD No.					Bank Date		RBI Date		11/03/2024-18:18:39		Not Verified with RBI			
Name of Bank					Bank-Branch		IDBI BANK							
Name of Branch					Scroll No. . Date		Not Verified with Scroll							
Department ID:					Mobile No. :					000000000				
NOTE:- This challan is valid for document to be registered in Sub-Registrar office only. Not valid for unregistered document.														
														
Challan Details														
Sr. No.	Remarks	Defacement No.	Defacement Date	UseId	Defacement Amount									
1	(IS)-367-4370	0009028445202324	12/03/2024-10:25:30	IGR191	30000.00									
2	(IS)-367-4370	0009028445202324	12/03/2024-10:25:30	IGR191	855500.00									
Total Defacement Amount					8,85,500.00									



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 0324117721448

Receipt Date 12/03/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4370 dated 12/03/2024 at the Sub Registrar office Joint S.R. Borivali 2 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name SBIN

Payment Date 11/03/2024

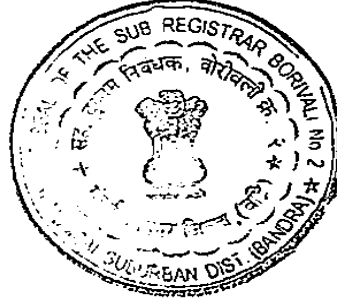
Bank CIN 10004152024031120197

REF No. 407158426970

Deface No 0324117721448D

Deface Date 12/03/2024

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



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**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 0324115621532

Receipt Date 12/03/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.1300/-, towards Document Handling Charges for the Document to be registered on Document No. 4370 dated 12/03/2024 at the Sub Registrar office Joint S.R. Borivali 2 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name SBIN

Payment Date 11/03/2024

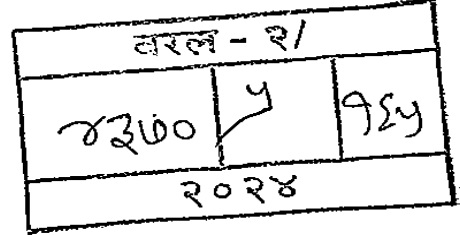
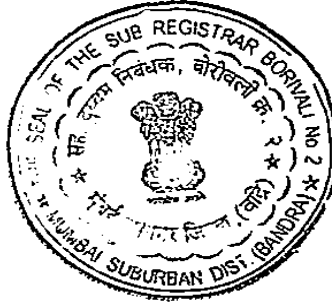
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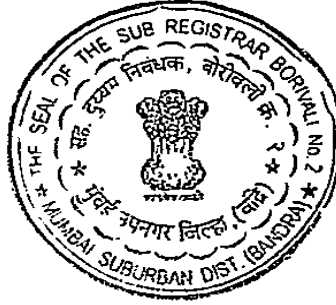
REF No. 443758427255

Deface No 0324115621532D

Deface Date 12/03/2024

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**AGREEMENT FOR SALE OF PREMISES**

THIS AGREEMENT is made at Mumbai this 12<sup>TH</sup> day of MARCH, 2024

*[Signature]*  
*Suneeta*  
*Sr. Barot*

**BETWEEN**

**CCI PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 with CINU70102MH2000PTC128732 having its registered office at Rivali Park, CCI Compound, Western Express Highway, Borivali (East), Mumbai-400 066 (hereinafter referred to as the "Promoter", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) of the **FIRST PART**;

**AND**

**Ms. Suneeta Hiren Barot & Mrs. Santok Kantilal Barot Adult/s**, Indian Inhabitant/s, / NRI / OCI / PIO / a partnership firm / a company registered under the provisions of the Companies Act, 1956, resident of / carrying on business at / having its registered office at **Om Laxmi Govind Apartment, Flat No. 704, TPS Road No 3, Ram Mandir Road, Borivali West, Mumbai-400092**, hereinafter referred to as the "Allottee/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **SECOND PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as the "Parties" and individually as a "Party", as the context may require.

*[Signature]*

*Suneeta*  
*Sr. Barot*

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**WHEREAS:**

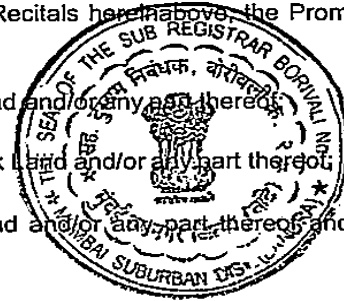
- A. Cable Corporation of India, a company incorporated and registered under the provisions of the Companies Act, 1956 with CIN U31300MH1957PLC010964 and having its registered office at 4<sup>th</sup> Floor, Laxmi Building, 6, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001 ("the Owner") was the owner of and otherwise well and sufficiently entitled to all those pieces or parcels of land or ground bearing (i) City Survey No. 165 admeasuring 1,46,859 square meters or thereabouts, (ii) City Survey No./163A/1 admeasuring 3572 square meters or thereabouts, and (iii) City Survey No. 163A/2 admeasuring 897 square meters or thereabouts, thereby aggregating to 1,51,328 square meters or thereabouts of Village Magathane, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated near Western Express Highway, Borivali (E), Mumbai 400066 , (collectively referred to as "said Plot"). The said Plot is more particularly described in the First Schedule hereunder and which is demarcated in black colour boundary on the PLP attached hereto and marked as Annexure A.
- A. From time to time, the Owner has transacted with and dealt with different portions of the said Plot, inter alia:
- (i) By and under various Development Agreements, arrangements and writings, executed between the Owner and Kanakia Spaces Private Limited, the Owner granted restrictive development rights with respect to part of the said Plot admeasuring approx. 57,234 sq. mts ("Kanakia DA Lands"), permitting Kanakia Spaces Private Limited to sell and transfer the units in the buildings constructed thereon, on the terms and conditions stated therein. Out of the Kanakia DA Lands, a portion of the land admeasuring 2,530 sq. mts along with constructed amenity of a municipal Maternity Home and Dispensary has been developed and handed over to MCGM. The Kanakia DA Lands are shown in green colour hatch on the attached PLP.
- (ii) Pursuant to various Development Agreements / Project Management Agreements, writings and arrangements executed between the Owner and the Promoter, the Owner granted to the Promoter, rights with respect to certain portions of the said Plot inter alia, the right to construct upon such portions of the said Plot and to sell and transfer the units in the buildings constructed thereon. Further, the Owner has also executed and registered Powers of Attorney authorizing the Promoter to do all such acts, deeds, matters or things in respect of such portion of the said Plot along with the units therein. The Development Agreements and Project Management Agreements referred to in this Recital are herein after collectively referred to as "the CCIP Agreements". The details of the CCIP Agreements are more particularly set out in the Title Certificate (defined herein below).
- (iii) By and under a Deed of Right of Way dated 30<sup>th</sup> July 2013 executed between the Owner and Municipal Corporation of Greater Mumbai (MCGM), duly registered with the office of the Sub-Registrar of Assurances under Serial No. BRL-3/6220/2013, the Owner granted in favour of MCGM, a right of way from 2 (two) internal layout roads forming part of the said Plot ("Internal Layout Roads") for unhindered access to various users of the said Plot from the main road, Deed of Right of Way has been executed with respect to the same. The Internal Layout Roads are delineated in grey colour wash on the PLP attached hereto and marked as Annexure B.
- (iv) By and under a Deed of Conveyance dated 19<sup>th</sup> March 2020, executed between the Owner and (i) Radhakishan Shivkishan Damani, (ii) Derive Trading & Resorts Private Limited, and (iv) Avenue Supermarkets Limited (as the purchasers therein), duly registered with the office of Sub-Registrar of Assurances under Serial No BRL-4/3623, the Owner sold, transferred and conveyed in favour of the purchasers therein, a portion of the said Plot admeasuring 32,928.22/- square meters (hereinafter referred to as "the Damani Plot"). The Damani Plot is shown in cyan colour hatch on the attached PLP.



*Suneesh*  
*SK Bernot*

- B. Pursuant to the above, the Owner is now the owner of and otherwise well and sufficiently entitled to all those pieces or parcels of land or ground bearing (i) City Survey No. 165 admeasuring 1,13,931 square meters, (ii) City Survey Nos.163A/1 admeasuring 3572 square meters or thereabouts, and (iii) City Survey No. 163A/2 admeasuring 897square meters or thereabouts, aggregating to 1,18,400 square meters or there abouts of Village Magathane, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated near Western Express Highway, Borivali (E), Mumbai 400066 ("the Larger Property"). The Larger Property is more particularly described in the **Second Schedule** hereunder and is shown in red colour boundary on the attached PLP.
- C. Pursuant to the CCIP Agreements, the Promoter is undertaking a phase wise mixed use development known as "Rivali Park" on a portion of the Larger Property admeasuring 57,825.78 square metres ("Rivali Park Land"). The Rivali Park Land is more particularly described in **Third Schedule** hereunder and is shown in blue colour boundary on the attached PLP.
- D. At present, the Real Estate Project (defined hereinafter) is proposed to be constructed by the Promoter on a portion of the Rivali Park Land admeasuring 809.73 sq. meters ("the said Land"). The said Land is more particularly described in **Fourth Schedule** hereunder and is shown in red colour wash on the attached PLP.
- E. The details pertaining to the title of the Promoter to the Rivali Park Land, pertinent approvals and permissions issued in respect of the Real Estate Project (defined hereinafter), litigation proceedings in respect of the Rivali Park Land, encroachments (if any) on the Rivali Park Land, permission to be obtained which affects the Promoter's title to develop the Rivali Park Land, and mortgages/charges on the Rivali Park Land (if any), are set out in the Title Certificate dated 29<sup>th</sup> September 2023 issued by M/s. Kanga & Co. Copy of the Title Certificate dated 29<sup>th</sup> September 2023 is annexed hereto and marked as Annexure "A" hereto ("Title Certificate"). Copies of the Title Certificate are uploaded on the website of Maharashtra Real Estate Regulatory Authority under the project name "Rivali Park – Stargaze".
- F. Subject to what is set out in the Title Certificate and the Recitals hereinafter, the Promoter states that:

- (i) There are no covenants affecting the Rivali Park Land and/or any part thereof;
- (ii) There are no impediments attached to the Rivali Park Land and/or any part thereof;
- (iii) There are no tenants / occupants on the said Land and/or any part thereof and the Promoter is in exclusive possession thereof;
- (iv) A portion of the Rivali Park Land admeasuring 3,932 sq. mts is reserved as Amenity Open Space ("AOS Portion") and is required to be handed over to the MCGM in accordance with the provisions of the Development Control Regulations for Greater Mumbai, 1991 as may be amended from time to time and / or as per the Development Control and Promotion Regulations, 2034 as amended from time to time. The AOS Portion is delineated in is shown in green colour boundary on the attached PLP.
- (v) There are occupants on the Rivali Park Land in the Completed Projects (as defined and more particularly set out hereinafter) and also in an existing commercial structure on a portion of the Rivali Park Land admeasuring 3,436square meters;
- (vi) There are no illegal encroachments on the Rivali Park Land and/or any part thereof;
- (vii) There is no permission that is required to be obtained from any Government or Authority which affects the title to Rivali Park Land and/or any part thereof;



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*[Handwritten Signature]*  
S.K. Bhat

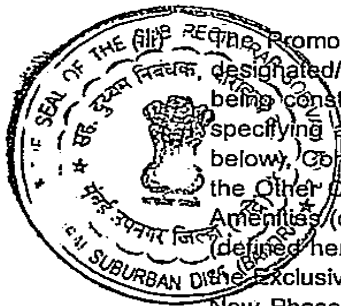


(viii) There is no mortgage or encumbrance on the Rivali Park Land save and except, Deed of Mortgage dated 2<sup>nd</sup> February 2023 bearing registration no. BRL-6-2112-2023 whereby, a mortgage has been created over, inter alia, a portion of the Rivali Park Land and buildings to be constructed thereon, in favour of Vistra ITCL(India) Limited, on the terms and conditions more particularly stated therein. The details of such mortgage are set out in the Title Certificate.

G. The scheme of proposed development of the Rivali Park Land is attached at Annexure "B" hereto which discloses, inter alia, the sanctioned / proposed designated uses of the buildings/structures/towers/wings already constructed / proposed to be constructed and the proposed phase/s of development on the Rivali Park Land and the conceptual layout for the phase wise development of the Rivali Park Land. Such development may be carried out by the Promoter at its sole discretion either in terms of the plans as proposed in Annexure "B" or in such other manner as may be possible under the Development Control Regulations for Greater Mumbai, 1991 and/or the Development Control and Promotion Regulations, 2034 as amended from time to time ("DCR") / applicable laws. The Promoter is entitled to develop the Rivali Park Land by consuming maximum Floors pace Index ("FSI") and constructing buildings thereon as more particularly set out in this Agreement and in accordance rules and regulations that may be applicable from time to time.

H. The principal and material aspects of the development of the Rivali Park Land ("Whole Project") as disclosed by the Promoter are briefly stated below:

- (i) The Whole Project is being developed on the Rivali Park Land in a phase wise manner; the Promoter proposes to utilize a total FSI of 5.00 i.e. approx. 5,92,000sq. mts on gross plot area of the Larger Property plus compensatory fungible FSI plus free of FSI areas (including but not limited to parking areas, amenities etc.) and any other development or buildable potential and / or benefit that may become available for utilization on the Rivali Park Land ("Proposed Full Development Potential") in the course of the phase wise development of the Rivali Park Land and the Whole Project.
- (ii) The Promoter has 4 (Four) RERA registered projects on a portion of the Rivali Park Land i.e. (i) Whitespring RERA registration No. P51800002287 (ii) Wintergreen RERA registration No. P51800003067, (iii) Arcade RERA registration No. P51800018662, (hereinafter collectively referred to as the "Completed Projects"), and (iv) Rivali Park – Sunburst RERA registration No. P51800050351.



The Promoter has, from time to time and hereunder, disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings constructed, being constructed and proposed to be constructed on the Rivali Park Land inter alia specifying and identifying the Whole Project, the Real Estate Project (defined herein below), Completed Projects, the Other Residential Component (defined herein below), the Other Commercial Component (defined herein below), the Whole Project Included Amenities (defined herein below), the Exclusive Amenities for Wintergreen Whitespring (defined herein below), the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, Exclusive Amenities for New Phase Residential Component (defined herein below), the AOS Portion Building (defined herein below), the Exclusive Amenities for AOS Portion Building (defined herein below), the access and driveways to the Whole Project, the Basements to Podia Levels in the Whole Project (defined herein below) and the phase/s in which the Promoter

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proposes to develop the Whole Project by utilizing the Proposed Full Development Potential, shown on the proposed layout plan which is annexed to this Agreement as Annexure "B". ("Proposed Layout With Phasing / User" or "PLP").

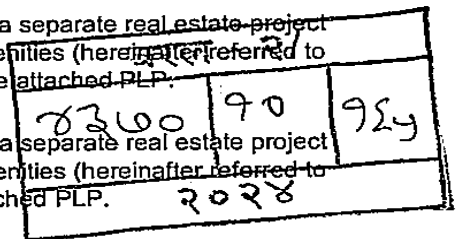
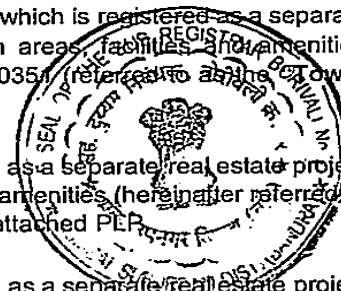
The Allottee/s has/have also perused copies of the approved amended plans showing the overall layout, dated 25<sup>th</sup> September, 2023 bearing reference no. CHE/A-3616/BP(WS)/AR ("Sanctioned Plan") issued by Municipal Corporation of Greater Mumbai ("MCGM"), which is annexed to this Agreement as Annexure "C".

*Sunburst*  
S.K. Bapat 4

- (v) The PLP annexed as Annexure "B" hereto discloses *inter-alia*:
- (a) The Real Estate Project (defined herein below);
  - (b) The Completed Projects already constructed by the Promoter on the Rivali Park Land i.e.
  - (c) A residential building known as "Whitespring" consisting of 2 (Two) wings (hereinafter referred to as the "Whitespring Residential Component", which is shown in blue colour wash on the attached PLP).
  - (d) A residential building known as "Wintergreen" consisting of 6 (Six) wings (hereinafter referred the "Wintergreen Residential Component", which is shown in blue colour wash on the attached PLP).
  - (e) The common areas, facilities and amenities exclusive for the Wintergreen Residential Component and Whitespring Residential Component (hereinafter collectively referred to as "Exclusive Amenities for Wintergreen Whitespring", which are more particularly shown in blue colour hatch on the attached PLP).
  - (f) A commercial component known as "The Arcade" consisting of 5 (five) commercial units (hereinafter referred to as the "Arcade Commercial Component")
  - (g) In addition to the Real Estate Project, the Promoter has earmarked portion/s of land on the Rivali Park Land for further development ("Land For Further Development") which is shown in black colour hatch on the attached PLP on which the Promoter proposes to develop/is developing in the following manner:

(vi) As part of the Whole Project, the Promoter is constructing / further proposes to construct on the Rivali Park Land:

- (a) Residential tower 1 (Rivali Park - Sunburst) which is registered as a separate real estate project along with its common areas, facilities and amenities bearing RERA Registration No. P51800050351 (referred to as the "Tower 1" in the attached PLP).
- (b) Residential tower 3 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the "Tower 3"), which is shown on the attached PLP.
- (c) Residential tower 4 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the "Tower 4"), which is shown on the attached PLP.
- (d) Residential tower 5 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the "Tower 5"), which is shown wash on the attached PLP.
- (e) Residential tower 6 which will be registered as a separate real estate project along with its common areas, facilities and amenities (hereinafter referred to as the "Tower 6"), which is shown on the attached PLP.
- (f) Residential / Commercial tower 7 which will be registered as a separate real estate project along with its common areas, facilities and amenities

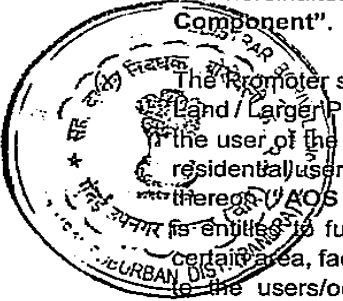


*(Signature)*

*Suresh SK Bhusari*

(hereinafter referred to as the "Tower 7"), which is shown wash on the attached PLP.


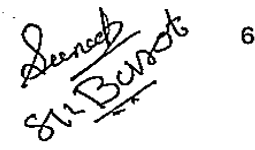
- (vii) The ongoing/proposed residential buildings/structures/towers/wings including but not limited to Towers 1 (Rivali Park – Sunburst), 3, 4, 5, 6 and 7 along with their respective common areas, facilities and amenities being developed/proposed to be developed on the Land For Further Development, are hereinafter collectively referred to as the "Other Residential Component". In the event Tower 7 is a commercial tower, then Tower 7 shall not be included in the "Other Residential Component" and shall be considered to be a part of "Other Commercial Component". The Promoter may in its sole discretion decide the portion of the Rivali Park Land upon which the Other Residential Component shall be developed/being developed and the manner of such development. The Real Estate Project and the Other Residential Component are hereinafter collectively referred to as "New Phase Residential Component".
- (viii) The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities ("Exclusive Amenities for Other Residential Component") and which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees of the Other Residential Component, or any part thereof and shall not be available to the Allottee/s or any other allottees / occupants of apartments / flats in the Real Estate Project. It shall be at the Promoter's sole discretion to extend / offer such Exclusive Amenities for Other Residential Component to any individual and / or such combination of residential towers/s and / or allottee/s as the Promoter may deem fit.
- (ix) Further, the Promoter proposes to construct non-residential and / or commercial units/premises, including but not limited to restaurants / cafes / shops / retail / recreation / entertainment / institutional / mercantile on portions of the said Rivali Park Land, including in the Basements to Podia Areas in the Whole Project and / or any other basement levels, lower ground level, ground level and podia levels of the Whole Project and the same shall be referred to as the "Other Commercial Component". The exclusive common areas, facilities and amenities for the Other Commercial Component are hereinafter referred to as "Exclusive Amenities for the Other Commercial Component".



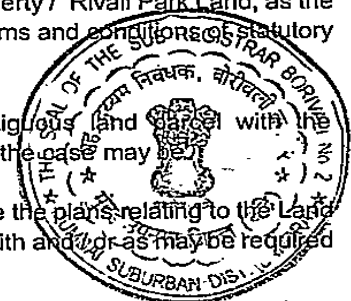
The Promoter shall be entitled to relocate the AOS Portion anywhere on the Rivali Park Land / Larger Property, as the case may be, in accordance with applicable law and modify the user of the current AOS Portion and develop the same for other non-residential or residential users as it deems fit and proper in which case, building/s may be constructed thereon ("AOS Portion Building") as may be permissible by law such that the Promoter is entitled to fully develop and exploit such AOS Portion. The Promoter may provide certain area, facilities and amenities for the AOS Portion Building that shall be exclusive to the users/occupants thereof that are hereinafter referred to as the "Exclusive Amenities for the AOS Portion Building".

- (xi) Such other buildings / structures / towers / wings as may be sanctioned by the competent authorities in accordance with the applicable rules and regulations, including modifications / amendments to the proposed buildings / structures / wings / towers presently shown on the attached PLP.

(xii)	The common areas, facilities and amenities in the Whole Project that maybe permitted to be used by the Allottee/s and other allottee/s in the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Whitespring Component, the Wintergreen Component, the Arcade Component on a non-exclusive basis ("Whole Project Included Amenities") are listed in the Fifth Schedule hereunder written and are more particularly shown in light brown colour wash on the attached PLP at Annexure "B" hereto.
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- (xiii) The Real Estate Project together with the Other Residential Component shall be provided with certain common areas, facilities and amenities ("Exclusive Amenities for New Phase Residential Component") which shall be exclusively made available to and usable by the Allottee/s and other allottees in the Real Estate Project and allottees of the Other Residential Component. The Exclusive Amenities for New Phase Residential Component are listed in the Sixth Schedule hereunder written.
- (xiv) The Whole Project/parts thereof shall have up to 7 (seven) podium levels, ground level, lower ground level and up to 3 (three) basement levels, in which there may be, inter alia, car parking areas, service areas, utility areas, amenity areas, or any other areas/spaces/structures including but not limited to non-residential and / or commercial units/premises, restaurants / cafes / shops / retail / recreation / entertainment / institutional / mercantile, any and all of the aforesaid for user/s/purposes as the Promoter may deem fit in its sole discretion ("Basements to Podia Areas in the Whole Project"). Certain parts/portions of the Basements to Podia Areas in the Whole Project shall be comprised in the Real Estate Project, as decided by the Promoter in its sole discretion.
- (xv) The name of the Real Estate Project, Other Residential Component, the Other Commercial Component, and any branding / designation of the entire development of the Whole Project (or any part/s thereof) shall be as decided by the Promoter from time to time.
- (xvi) The nature of development of the Whole Project will be phase wise and may constitute a mixture of users as may be permissible under applicable law from time to time.
- (xvii) The statutory approvals may require the Promoter to hand over certain stipulated percentage / areas of the Rivali Park Land and / or Larger Property, as the case may be, to the concerned authorities or develop the same as public amenity/ies, set back land, reservations as the case may be. The Promoter shall, at its sole discretion, determine and identify the portion/s and location/s of the Larger Property / Rivali Park Land, as the case may be, to be handed over for complying with the terms and conditions of statutory approvals
- (xviii) The Promoter shall be entitled to aggregate any contiguous land parcels with the development of the Larger Property / Rivali Park Land, as the case may be.
- (xix) The Promoter is entitled to amend, modify and/or substitute the plans relating to the Land For Further Development, in full or in part, in accordance with and/or as may be required by the applicable law from time to time.



I. The Real Estate Project being "Rivali Park – Stargaze", is presently being developed as a phase of the Whole Project and is registered as a 'real estate project' ("the Real Estate Project") by the Promoter with the Maharashtra Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") and the other Rules, Regulations, thereunder from time to time. The Authority has duly issued the Certificate of Registration No. P51800053578 dated 10<sup>th</sup> November 2023 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure "B" hereto.

J. The principal and material aspects of the Real Estate Project as registered with the Authority, are briefly stated below:

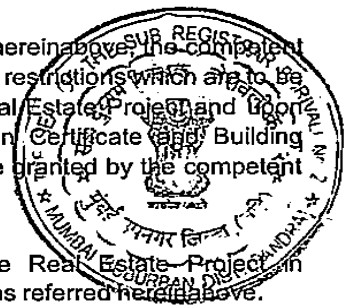
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- (i) The Real Estate Project is being constructed and developed upon the said Land i.e. a portion of the Rivali Park Land as is identified on the PLP annexed and marked as Annexure "B" hereto and is more particularly described in the Fourth Schedule hereunder written.

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- K. The Allottee/s is / are desirous of purchasing a residential premise more particularly described in the Eighth Schedule hereunder written in the Real Estate Project (hereinafter referred to as the "said Premises"). The said Premises is shown in yellow colour outline on the plan annexed and marked as Annexure "F" hereto. The copy of the plan of the said Premises, is annexed and marked as Annexure "G" hereto.
- L. The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till completion of the Real Estate Project.
- M. The Promoter has the sole and exclusive right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises and to receive the Sale Price in respect thereof (defined herein below).
- N. The Allottee/s has / have demanded inspection / information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:
- (i) All title documents by which the Promoter has acquired right, title and interest to develop the Rivali Park Land and construct and sell the units thereon;
  - (ii) All the approvals and sanctions of all relevant authorities for the development of the said Plot, Larger Property, the Rivali Park Land, the Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, ULC Orders, IODs, CCs, Traffic NOC, MOEF EC NOC etc. and such other documents as required under Section 11 of RERA and as required by the Allottee/s;
  - (iii) All the documents mentioned in the Recitals hereinabove;
  - (iv) Title Certificate in the format prescribed by RERA;
  - (v) Copy of the Property Register Card for C.T.S. 165 i.e. the said Land, which is annexed and marked as Annexure "H" hereto.
- O. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- P. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, approvals and permissions, as referred hereinabove.
- Q. Prior to execution of this Agreement, the Allottee/s has / have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein and has accordingly conducted its due diligence with respect to the said Premises, has / have made enquiries with respect thereto and is / are satisfied with respect to and hereby accept (i) the title of the Promoter to the Rivali Park Land, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date; and (iii) the Promoter's entitlement to develop the Real Estate Project, the Whole Project and the Rivali Park Land and construct the Real Estate Project under various provisions of the DCR, DCP and applicable law and to sell



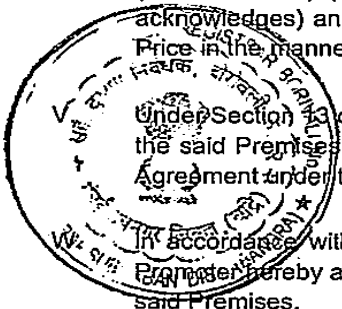
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*Signed  
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the premises therein. The Allottee/s confirms that he/she/it/they are satisfied with the responses and information furnished by the Promoter and undertake(s) not to hereafter raise any objection and/or make any further requisitions with respect to the title of the Promoter to the Whole Project and / or the Rivali Park Land. The Allottee/s confirm/s that he / she / it / they has/have consulted and verified with his / her / its / their financial advisor and confirm that the Allottee/s has / have the financial capability to complete the transaction.

- R. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has / have agreed and consented to the development of the Whole Project as disclosed by the Promoter herein and also during discussions and negotiations. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has / have understood and accepted such documents and information in all respects.
- S. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the Eighth Schedule hereunder written.
- T. 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.
- U. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described in the Eighth Schedule hereunder written and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has / have paid to the Promoter part payment of the Sale Price (defined below) as more particularly described in the Eighth Schedule hereunder written and agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the Sale Price in the manner hereinafter appearing.



Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

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

- X. The list of Annexures attached to this Agreement are stated herein below:

Annexure "A"	Copy of the Title Certificate;
Annexure "B" २/	Copy of the PLP;
Annexure "C"	Copy of the Sanctioned Plan;
Annexure "D" १/१	Copy of the RERA Certificate;
Annexure "E" Colly १/१	Copy of the IOD and CC;
Annexure "F" २/२४	Copy of the floor plan for the said Premises;
Annexure "G" २/२४	Copy of the plan for the said Premises
Annexure "H"	Certified Copies of the Property Register Card for C.T.S. No. 165.

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*[Handwritten signature: Suresh S.K. Bawrot]*

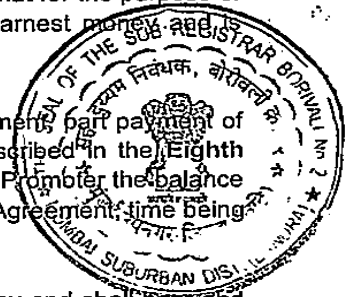
**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**


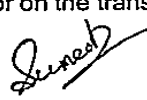
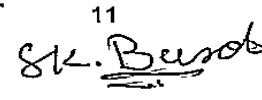
1. The Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement, as if the same are set out herein verbatim.
2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change required to give effect to any of the proposals of the Promoter and / or disclosures made to the Allottee/s herein. Adverse effect with reference to this clause shall mean a major change in location of the said Premises within the Real Estate Project.

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

- 3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the said Premises with carpet area as per RERA as more particularly described in the Eighth Schedule hereunder written and as shown on the floor plan which is annexed hereto and marked Annexure "F", at and for the Sale Price more particularly mentioned in the Eighth Schedule hereunder written.
- 3.2 The Promoter shall provide to the Allottee/s, permission to park the Allottee/s's own vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the Eighth Schedule hereunder written being constructed in / on the Basements to Podium Areas in the Whole Project and shall charge no consideration thereon. The details of such car parking space allotment are set out in Clause 7 hereunder.
- 3.3 The Sale Price for the said Premises (inclusive of the proportionate price of Limited Areas and Facilities, if any) is mentioned in the Eighth Schedule hereunder written ("the Sale Price"). It is expressly agreed between the Parties that for the purpose of this Agreement, 20% (twenty percent) of the Sale Price is earnest money and is referred to herein as the "Earnest Money".
- 3.4 The Allottee/s has / have paid before execution of this Agreement, part payment of the Sale Price of the said Premises as more particularly described in the Eighth Schedule hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the Sale Price in accordance with Clause 5 of this Agreement, time being of the essence.
- 3.5 In addition to the Sale Price, the Allottee/s shall be liable to pay and shall bear and pay the taxes, consisting of tax paid or payable by way of GST (if applicable), Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including GST (if applicable), Service Tax/ Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and / or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and / or on the transaction contemplated herein and / or in relation to the



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said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- 3.6 The Sale Price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments or as per such notification / order rule /regulation / demand.
- 3.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate 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 per cent). The total Sale Price payable for the carpet area, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price as per the next milestone of the payment plan set out in Ninth Schedule hereunder. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.3 of this Agreement.
- 3.8 The Allottee/s authorize(s) the Promoter to adjust / appropriate all payments made by him / her / them under any head(s) of dues against lawful outstanding, if any, in his / her / their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object / demand / direct the Promoter to adjust his / her / their payments in any manner.

3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 7 (seven) working days of receipt the Promoter's said written demand, without any delay, demur or default. The Allottee/s hereby confirm and agree/s that, save and except for the intimation from the Promoter as provided herein, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in Ninth Schedule herein below, and the Allottee/s shall make all payment/s to the Promoter on or before the due dates, the being the essence of this Agreement.



- 3.10 The Promoter shall be entitled to securities the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including but not limited to banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

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- 3.11 The Sale Price is only in respect of the said Premises (inclusive of the proportionate price of the Limited Areas and Facilities, if any). The Promoter has neither charged nor recovered any price, fee, compensation and/or consideration for the said car parking space/s.
- 3.12 The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s shall furnish to the Promoter the TDS Certificate/s to be issued in accordance with and as per the timelines stated in the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates in a timely manner, then, such loss, including interest thereon, shall be recovered by the Promoter from the Allottee/s and such loss/ amounts shall be forthwith paid by the Allottee/s to the Promoter without any dispute, delay or demur.

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

The Allottee/s, jointly and severally, agree(s), declare(s) and confirm(s) that:

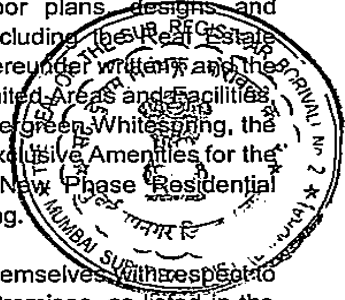
**4.1 Title:**

The Allottee/s has / have conducted their independent due diligence through their legal advisers and is / are satisfied with the information, documents and responses of the Promoter provided and have accepted the title of the Promoter to the Rivali Park Land and the entitlement of the Promoter to develop the Whole Project and the Real Estate Project. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised by the Allottee/s or entertained by the Promoter on any matter relating thereto.

**4.2 Approvals:**

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

4.2.2 The Allottee/s has / have satisfied himself / herself / itself / themselves with respect to the drawings, plans and specifications in respect of the Real Estate Project, the Whole Project, IOD, CC, ULC permissions, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including the Real Estate Project Amenities as mentioned in the Seventh Schedule hereunder written) and the entitlement of the Promoter to provide and designate the Limited Areas and Facilities, Real Estate Project Amenities, Exclusive Amenities for Winter Green Whitespring, the Exclusive Amenities for the Other Residential Component, Exclusive Amenities for the Other Commercial Component, Exclusive Amenities for New Phase Residential Component, Exclusive Amenities for the AOS Portion Building.



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

4.2.4 The Allottee/s has/have satisfied himself / herself / itself / themselves with respect to the designs and materials for construction of the Real Estate Project.

4.2.5 At present, the Promoter estimates the full and maximal development potential of the Whole Project and the Rivali Park Land, and the Adjoining Properties (defined herein below) as per the Recitals and Clause 4.4.3 and 4.4.4 herein below. The aforesaid

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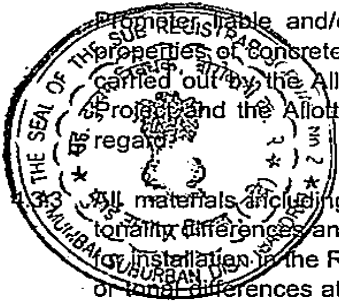
development potential may increase during the course of development of the Whole Project, the Larger Property and/or the Adjoining Properties, and the Promoter shall be entitled to all and any increments and accretions as mentioned in this Agreement and as may become available as per the applicable rules and regulations. The Promoter currently envisages that the Whole Project Included Amenities, shall be provided within the Whole Project. Whilst undertaking the development of the Rivali Park Land to its full and maximal potential, there may be certain additions/modifications to the Whole Project Included Amenities and/or relocations/realignments/re-designations/changes, and the Allottee/s hereby consent(s) and agree(s) to the same.

4.2.6 As mentioned in the Recitals hereinabove, the Allottee/s through their Planning and Architectural Consultants has/have carried out his/her/it's/their independent investigation and verification in respect of the development of the Real Estate Project and the Whole Project being undertaken by the Promoter and pursuant there to, find no inconsistency in the scheme of development/construction of the Real Estate Project, the Whole Project and the Rivali Park Land, and also in compliance of applicable laws including but not limited to the DCPR.

**4.3 Construction & Finishing:**

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

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



All materials including marble, granite, timber etc., contain veins and grains with tonal differences and though the Promoter had pre-selected such natural materials for installation in the Real Estate Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

**4.4 Rights and Entitlements of the Promoter & Nature of Development of the Rivali Park Land:**

	The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the special rights and entitlements in this Agreement including but not limited to as stated in this Clause 4.4 and also in accordance with what is stated in the Recitals hereinabove:-
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4.4.1 The Rivali Park Land is being developed in a phase-wise manner by constructing and developing multiple buildings / towers / wings / structures thereon including but not limited to Whole Project, the Real Estate Project, Completed Projects, the Wintergreen Whitespring Exclusive Amenities, the Other Residential Component, the Exclusive Amenities for Other Residential Component, the Other Commercial

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Component, the Exclusive Amenities for Other Commercial Component, the Whole Project Included Amenities, the Whole Project Excluded Amenities, the Exclusive Amenities for New Phase Residential Component the Basements to Podia Areas in the Whole Project, the AOS Portion Building, Exclusive Amenities for the AOS Portion Building, etc. in the manner more particularly detailed in the Recitals, hereinabove. The Promoter shall be entitled to develop the Rivali Park Land as the Promoter deems fit in accordance with the approvals and permissions as may be applied for and issued from time to time and as stated this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

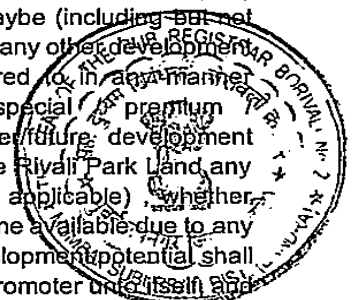
4.4.2 As a part of the development of the Rivali Park Land, the Promoter has disclosed inter alia the following:

4.4.2.1 On a portion of the Rivali Park Land, the Promoter has already constructed the Completed Projects, the Wintergreen Whitespring Exclusive Amenities, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, parts of the Basements to Podia Levels in the Whole Project etc. and Tower 1 / Rivali Park – Sunburst is underway;

4.4.2.2 On the balance portion of the Rivali Park Land (Land under Future Development) the Promoter proposes to construct and develop the Other Residential Component, the Other Commercial Component, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component, parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building etc.

4.4.2.3 A portion of the Rivali Park Land is reserved as amenity open space land and may be required to be handed over to the MCGM in accordance with the provisions of the DCR / DCPR as the case maybe.

4.4.3 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire development potential of the Larger Property (of which the Rivali Park Land is a part) and/or Adjoining Properties (if amalgamated), as the case maybe (including but not limited to FSI, Transfer of Development Rights ("TDR") and / or any other development right or benefit of any nature whatsoever labelled or referred to in any manner including but not limited to additional / incentive / special / premium fungible/compensatory FSI), as well as all and any further future development potential, benefit and / or right capable of being utilised on the Rivali Park Land, any part thereof and Adjoining Properties or any part thereof (if applicable), whether balance or increased, at present or in future, and as may become available due to any reason including change in applicable law or policy. Such development potential shall vest solely with the Promoter and has been reserved by the Promoter and may be utilised / exploited by the Promoter as the Promoter deems fit, whether on the Rivali Park Land, Adjoining Properties or elsewhere, as permitted by the applicable rules and regulations. The Promoter shall always be the owner of and shall at all times have all the right, title, interest in respect of the unsold premises, unallotted / unassigned car parking spaces and shall at its sole discretion choose to transfer common areas facilities and amenities, open spaces, lobbies, staircases, terraces, swimming pool, gymnasium, Basement to Podia Areas in the Whole Project or any similar facility/ies and all other areas of the Whole Project etc. to the Apex Body. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all and any other areas of the Whole Project, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based



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on the unfettered rights of the Promoter in this regard.

4.4.4 As mentioned and as disclosed in the Recitals hereinabove and as further disclosed in the PLP, as part of the development of the Land Under Future Development, the layout for the said Plot / Larger Property / the Rivali Park Land / the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Proposed Full Development Potential of the Larger Property, the Rivali Park Land and / or the Adjoining Properties. After discussions and negotiations, the Allottee/s hereby agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Proposed Full Development Potential (both existing and further/future) as stated in the Recitals hereinabove, may require the Promoter to amend, modify, vary, alter, change, substitute and/ or rescind the plans in respect of the Whole Project or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/alterd/new construction and development in accordance therewith. The Allottee/s further agree(s), accept(s) and confirm(s) that in the course of development of the said Land and the Rivali Park Land and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected.

4.4.4.1 Develop the said Land, the Rivali Park Land and / or the Adjoining Properties and construct the building(s) thereon including the Real-estate Project, Real Estate Project Amenities, the Other Residential Component, the Other Commercial Component, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component , parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building and any other buildings/structures/areas on the Land For Further Development / Adjoining Properties;



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

4.4.4.3 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels), design, elevation for the purpose of exploiting and consuming the Proposed Full Development Potential (both inherent and further/future) at present and in future;

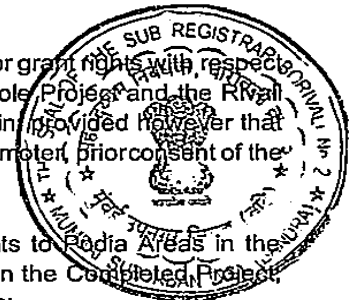
4.4.4.4 To apply for and obtain amended / substituted / revised / modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project and the AOS Portion Building up to such floors as may be permissible whilst exploiting the Proposed Full Development Potential as stated in this Agreement and as may be available as per applicable laws;

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4445	Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
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- 4.4.4.6 To construct, develop and raise buildings, structures, towers and wings on the Rivali Park Land, with and without common podium levels and other common levels;
- 4.4.4.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- 4.4.4.8 To reduce the number of upper floors (from what is disclosed herein and in the PLP at Annexure "B" hereto) in respect of the Real Estate Project and/or the Other Residential Component and/or the Other Commercial Component and/or AOS Portion Building or any part thereof, and the Allottee/s shall not have any claim(s) or complaint against or dispute with the Promoter in this regard;
- 4.4.4.9 Construct site offices/sales lounge/sample flat/s on the Rivali Park Land (or any part thereof) and to access the same at any time;
- 4.4.4.10 To maintain and operate a RMC Plant on a portion of the Rivali Park Land until completion of the entire development.
- 4.4.4.11 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Rivali Park Land and any construction thereon including the Real Estate Project, Real Estate Project Amenities, the Other Residential Component, the Other Commercial Component, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component, parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building and any other buildings/structures/areas on the Land For Further Development / Adjoining Properties, including to view and examine the condition and state thereof;
- 4.4.4.12 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the Rivali Park Land;
- 4.4.4.13 To market, sell, transfer, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Rivali Park Land and all its right title and interest therein, provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee/s will be required;
- 4.4.4.14 To allot car parking spaces in/on the Basements to Podia Areas in the Whole Project to allottee/s of units/premises in/on the Completed Project, the Whole Project and/or the Adjoining Properties;
- 4.4.4.15 To grant or offer upon or in respect of the Rivali Park Land and or the Whole Project or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services;



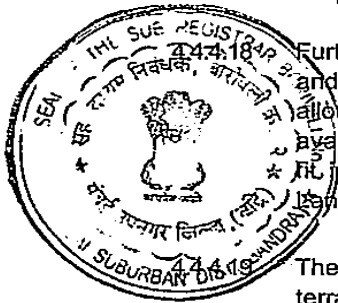
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4.4.4.16 The Promoter has informed the Allottee/s that there may be common accesses and roads, street lights, common recreation space/s, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant/s and other common amenities and conveniences in the layout of the said Plot / Larger Property and/or the Whole Project and / or Adjoining Properties. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other allottee/s of flats/units/premises in the Real Estate Project and/or in the Whole Project, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the hereby Allottee/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottee/s of flats/units/premises in the Real-estate Project shall object to the Promoter laying through or under or over the said Land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, earthing pits, water tanks, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Rivali Park Land and/or the Adjoining Properties.

4.4.4.17 The Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which may be usable on a non-exclusive basis by the allottee/s of the Real Estate Project and such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land For Further Development and / or Adjoining Properties.



Further, the Promoter is entitled to designate any common areas, facilities and amenities in the Whole Project, which shall not be available to the allottee/s of the Real Estate Project and shall be exclusively made available to and usable by such other person(s) as the Promoter may deem fit including other allottee/s/occupants in the building(s)/wing(s) on the Land For Further Development and / or Adjoining Properties.

The Promoter shall be entitled to construct in, over or around or above the terrace/s of the Real Estate Project any additional area or facility as may be permitted within the rules of the MCGM and/or any other authority and shall be solely entitled to utilize, monetize, operate and manage the same.

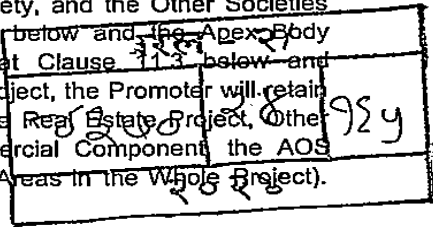
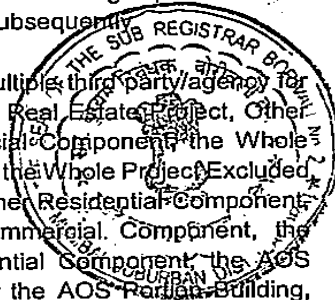
4.4.5 The Promoter may wish to develop the lands adjacent/adjoining to the Larger Property (hereinafter referred to as the "Adjoining Properties") either by purchasing such land or as a developer or joint developer or project manager or otherwise. The Promoter shall also be entitled to/required to club/amalgamate the development of the Larger Property and or / the Rivali Park Land (or any part thereof) with the Adjoining Properties, whether as a common integrated layout with the Larger Property (or part thereof) or otherwise, in a phase wise manner. For this purpose, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit:

44.5.1	Amalgamate schemes of development, land plates, lands, land composition and land mix;
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- 4.4.5.2 Float / utilise FSI / TDR (and / or any other developable or buildable benefit by whatever name called) from the Larger Property and /or Rivali Park Land onto the Adjoining Properties and / or from the Adjoining Properties onto the Larger Property and /or the Rivali Park Land and / or from the Larger Property onto the Rivali Park Land as per applicable rules and undertake construction, development, sale, marketing and alienation of structures and premises consequent thereto;
- 4.4.5.3 Provide common and exclusive access and entry and exit points to the Larger Property, the Rivali Park Land (or any part thereof) and the Adjoining Properties, which may be used in common or exclusively (as may be decided by the Promoter in its sole discretion) by the occupants of units/premises constructed on the Larger Property, the Rivali Park Land (or any part thereof) and the Adjoining Properties;
- 4.4.5.4 The Promoter reserves its right(s) to amalgamate the Adjoining Properties with the Larger Property and / or the Rivali Park Land as the case may be and all references in this Agreement to the Larger Property and the Rivali Park Land shall be construed as references to such amalgamated property unless the context otherwise requires.
- 4.4.5.5 The overall development of the Rivali Park Land being ongoing and dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, including, Real Estate Project Amenities, parts of the Whole Project Included Amenities, parts of the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component, parts of the Basements to Podia Levels in the Whole Project, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building and any other buildings / structures / areas on the Land For Further Development / Adjoining Properties . The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Whole Project Included Amenities and the Exclusive Amenities for New Phase Residential Component may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and may be provided only subsequently.
- 4.4.5.6 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Real Estate Project, Other Residential Component, the Other Commercial Component, the Whole Project, the Whole Project Included Amenities, the Whole Project Excluded Amenities, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for New Phase Residential Component, the AOS Portion Building, the Exclusive Amenities for the AOS Portion Building, parts of the Basements to Podia Levels in the Whole Project, and/or any part thereof including any common areas facilities and amenities and / or limited common areas on such terms and conditions as it may in its sole discretion deem fit.
- 4.4.5.7 Subsequent to the conveyance to the Society, and the Other Societies (defined below) as stated at Clause 11.2 below and the Apex Body Conveyance (defined below) as stated at Clause 11.3 below and completion of development of the Whole Project, the Promoter will retain air rights (including the air rights above the Real Estate Project, Other Residential Component, the Other Commercial Component, the AOS Portion Building, the Basements to Podia Areas in the Whole Project).

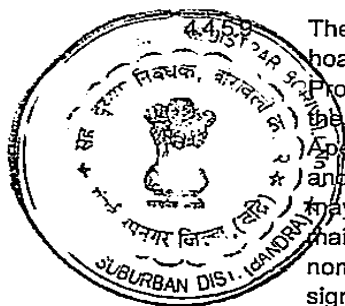


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The conveyance to the Society and Apex Body as stated at Clauses 11.2 and 11.3 respectively, shall be subject to the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the right to designate and brand the development of the Real Estate Project as a "Rivali Park" project.

4.4.5.8 Until conveyance to the Society and the Other Societies as stated in Clause 11.2 below and the Apex Body Conveyance as stated at Clause 11.3 below, the Promoter shall always be entitled to put a hoarding/s on any part of the Real Estate Project, Other Residential Component, the Other Commercial Component, the Basements to Podia Levels in the Whole Project, the Whole Project, including on the terraces and/or on the parapet walls and/or on the Rivali Park Land, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation on the exterior of the Real Estate Project, Other Residential Component, the Other Commercial Component, the Basements to Podia Levels in the Whole Project, or any other location in the Whole Project / the Rivali Park Land as the case maybe. Until such conveyance to the Society and the Other Societies as stated at Clause 11.2 below and the Apex Body Conveyance as stated at Clause 11.3 below, the Promoter shall be entitled to use and allow third parties touse any part of the Real Estate Project and/or the Whole Project / the Rivali Park Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.



The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Real Estate Project, Other Residential Component, the Other Commercial Component, the Basements to Podia Levels in the Whole Project, till the time of the Apex Body Conveyance as stated at Clause 11.3 below. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

4.4.6 The name of the Real Estate Project shall always be "Rivali Park – Stargaze", and shall not be changed without the prior permission of the Promoter.

4.4.7 The Allottee/s is aware and hereby confirms and acknowledges that the words "Rivali Park", logo, designs, symbols, emblems, insignia, fascia, slogans, and all and any other identifying materials related thereto whether registered or not registered and all other proprietary intellectual property used / developed in the business of the Promoter and in all forms of intellectual property subsisting under the laws of India (collectively "Intellectual Property") are the intellectual property of and owned by the Promoter and the Allottee/s shall not, in any manner, whatsoever be entitled to and shall not use or publish and/or caused to be used and/or published the Intellectual Property in particular the name, logo or marks of "Rivali Park" whether as a trademark, trade name, logo or in any manner whatsoever (including but not limited to letterheads, reports and / or electronic media such as e-mail or web pages, or social media) or any other medium. The Allottee/s shall use its best efforts and accord all co-operation to

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The Allottee/s shall use its best efforts and accord all co-operation to	

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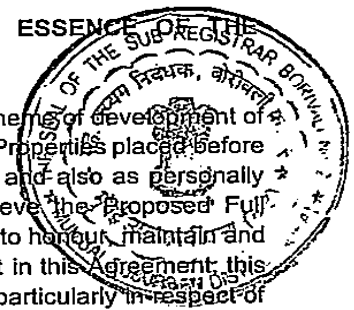
the Promoter in this regard, including but not limited to ensuring that as a member of the said Society these Intellectual Property rights of the Promoter are protected and are not infringed in any manner whatsoever and shall immediately on knowledge of such infringement notify the Promoter of any and all infringements of the same.

4.4.8 In the event any flats/premises/spaces/areas in the Real Estate Project are unsold /unallotted / unassigned on execution and registration of the conveyance to the Society as stated at Clause 11.2 below, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. The Promoter shall not be liable to pay any amount in respect of any unsold premises towards the outgoings, maintenance, CAM (as defined hereinafter) and other charges by whatever name called with respect to such unsold units and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project. The liability to pay CAM charges with respect to such unsold units shall be of the allottee/s of such unit and commence only upon completion of the sale / transfer of such unit to an allottee/s or upon liability to take possession of the said Premises in accordance with the agreement for sale between the Promoter and such allottee/s. However, upon receipt of the Occupation Certificate of the Real Estate Project, the Promoter shall be liable to pay the property taxes for such unsold premises

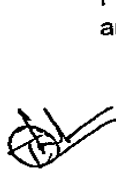
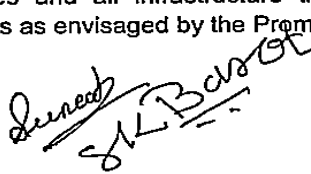
4.4.9 The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

#### 4.5 RIGHTS & ENTITLEMENTS OF THE PROMOTER BEING ESSENCE OF THE CONTRACT

The Allottee/s hereby agree(s) and confirms that since the scheme of development of the Whole Project, the Rivali Park Land and / or the Adjoining Properties placed before the Allottee/s as more particularly stated herein, in the PLP and also as personally explained to the Allottee/s, is in a phased manner to achieve the Proposed Full Development Potential, the Allottee/s does hereby undertake to honour, maintain and defend the rights and entitlements of the Promoter as set out in this Agreement, this Clause 4.5, in the Recitals hereinabove and in the PLP and particularly in respect of the Land For Further Development, and the retention of these rights by the Promoter unto itself until completion of development of the Whole Project, the Rivali Park Land and the Adjoining Properties, as the case may be and as stated herein and as may be permissible under applicable law and all these rights and entitlements of the Promoter shall be the essence of this Agreement. The Allottee/s hereby agree(s), undertake(s) and confirm(s) that he/she/it/they will not make any claim contrary to such undertaking and agreement herein and / or obstruct, hinder or interfere with the development of the Whole Project, the Larger Property, the Rivali Park Land and / or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities as envisaged by the Promoter under the scheme of development.



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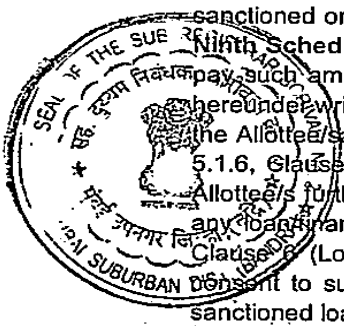
5. PAYMENTS

5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default. It is clarified that the instalments of the Sale Price listed under schedule of payment stipulated in the Eighth Schedule hereunder are not listed in a serial order. The Promoter will raise demand for payment of instalments of the Sale Price as mentioned in the Ninth Schedule as and when the corresponding milestone is achieved irrespective of whether any prior milestone has been achieved or not, and the Allottee/s agree/s not to raise any objection to the same.

5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account of the Promoter, which account is detailed in the Eighth Schedule hereunder written. Payment shall be deemed to have been made only when the when credit is received for the same by the Promoter in its bank account.

5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 6 (Loan & Mortgage) below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable by the Allottee/s to the Promoter under this Agreement, in the same manner detailed herein. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the Ninth Schedule hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the Ninth Schedule hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 5.1.6, Clause 5.1.7, Clause 5.1.8, Clause 5.1.9 and Clause 10 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 6 (Loan & Mortgage), the Allottee/s shall give his/her/their/its irrevocable consent to such bank/financial institution to make/release the payments, from the sanctioned loan, towards the Sale Price directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/financial institution, under intimation to the Allottee/s.



5.1.4 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter furnishing proof of dispatch of such intimation to the address of the Allottee/s as stated at Clause 5.1.1 including by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

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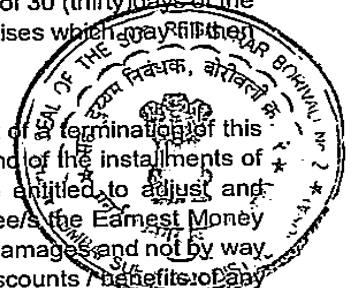
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- 5.1.5 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then, without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 5.1.6 The Promoter shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.
- 5.1.7 If the Allottee/s fail(s) to make any payments on the stipulated date/s and within time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the interest rate as per the law prevalent and applicable at the relevant time ("Interest Rate") in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.
- 5.1.8 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of Clause 5.1.7 hereinabove, on the Allottee/s committing defaulting payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall at his own option, may terminate this Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, then at the end of the such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that, upon the termination of this Agreement as aforesaid the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter as set out in Clause 5.1.9 hereunder) within a period of 30 (thirty) days of the termination, the installments of the Sale Price for the said Premises which may have been paid by the Allottee/s to the Promoter.

- 5.1.9 It is agreed and confirmed by the Allottee/s that, in the event of termination of this Agreement by the Promoter, the Promoter shall, prior to refund of the installments of Sale Price that may have been paid by the Allottee/s, be entitled to adjust and recover (from such installments of Sale Price) from the Allottee/s the Earnest Money (as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty), interest on any overdue payments, incentives / discounts / benefits of any nature whatsoever if passed on to the Allottee/s, brokerage/referral fees, administrative charges as determined by the Promoter and any indirect taxes, stamp duty and registration charges paid by the Promoter with respect to the transaction.
- 5.1.10 Upon receipt of the refund of the balance Sale Price (less liquidated damages and adjustments as specified in Clause 5.1.9 hereinabove) by the Allottee/s, the Allottee/s shall have no claim or demand of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off



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the said Premises in any manner it deems fit and proper, without any reference or recourse to the Allottee/s. Against receipt of such refund, the Allottee/s hereby undertakes to co-operate fully with the Promoter and to execute and register a Deed of Cancellation, Deed of Confirmation and / or such other writings as may be required by the Promoter.

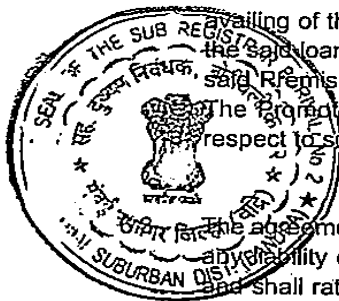
5.1.11 Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this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

5.1.12 The details of the respective Permanent Account Numbers of the Promoter and the Allottee/s is/are as more particularly mentioned in the **Eighth Schedule** hereunder written.

**6. LOAN & MORTGAGE:**

6.1 For payment of installments of the Sale Price and all other amounts due and payable in terms of this Agreement to the Promoter, the Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.

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



The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement and in terms of Clause 3 herein above, and shall also observe and be compliant with the terms of Clause 3.9 of this Agreement.

**7. CAR PARKING SPACE/S**

7.1 The Promoter shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s's own vehicle, and for no other purpose whatsoever, in the Basements to Podia Areas in the Whole Project as a common area (as is more particularly mentioned in the Fifth Schedule hereunder written.) The exact location and identification of such car parking space/s in the Basements to Podia Areas in the Whole Project will be finalized by the Promoter only upon completion of the Real-estate Project in all respects. and the same shall be duly accepted by the Allottee/s without raising any grievances.

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7.2 The Promoter has allocated/shall be allocating car parking spaces to other allottee/s of premises in the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Completed Projects, the AOS Portion Building and any other proposed buildings / towers / structures / wings in the Whole Project in the Basements to Podia Areas in the Whole Project and the Allottee/s shall not raise any objection in that regard.

**8. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS**

**8.1 Possession of the Premises:**

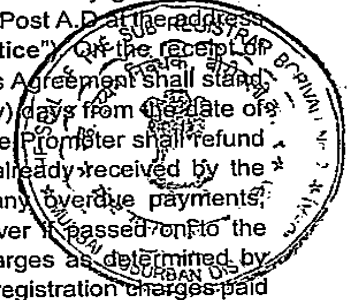
8.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in the Eighth Schedule hereunder written ("Completion Date"). Provided however, that the Promoter shall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

- (a) war, civil commotion or act of God;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

8.1.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 8.1.1 above), then the Allottee/s shall be entitled to either of the following:

- (a) call upon the Promoter by giving a written notice by Courier / E- mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest as per the law prevalent and applicable at the relevant time; OR

- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the installments of the Sale Price already received by the Promoter under this Agreement (less interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s, brokerage/referral fees, administrative charges as determined by the Promoter and any indirect taxes, stamp duty and registration charges paid by the Promoter with respect to the transaction) with the interest as per the law prevalent and applicable at the relevant time. Upon receipt of the refund of the balance Sale Price (less adjustments as mentioned hereinabove), the Allottee/s shall have no claim or demand of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in any manner it deems fit and proper without any reference or recourse to the Allottee/s. Against receipt of such refund, the Allottee/s hereby undertakes to co-operate fully with the Promoter and to execute and register a Deed of Cancellation, Deed of Confirmation and / or such other writings as may be required by the Promoter.



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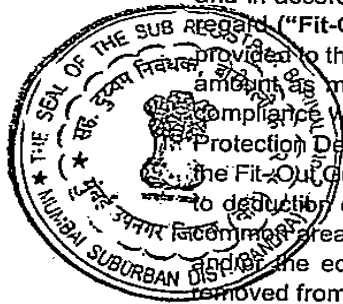
(c) In case the Allottee/s elects his/her/their/its remedy under sub-clause 8.1.2 (a) above, then in such a case the Allottee/s shall not subsequently been titled to the remedy under sub-clause 8.1.2 (b) above.

8.1.3 The Limited Areas and Facilities are listed in the **Eighth Schedule** hereunder written. The Real Estate Project Amenities that may be useable by the Allottee/s are listed in the **Seventh Schedule** hereunder written. The Whole Project Included Amenities that may be usable by the Allottee/s are listed in the **Fifth Schedule** hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Tenth Schedule** hereunder written.

8.1.4 Within 7 (seven) days of the receipt of the Occupation Certificate from the MCGM, the Promoter shall give notice of the same to the Allottee/s, in writing ("OC Intimation Notice").

8.1.5 Subsequent to the issuance of the OC Intimation Notice and against payment of the full Sale Price and all other amounts due and payable under this Agreement, the Promoter shall give notice to the Allottee/s offering possession of the said Premises ("Possession Notice") on a date specific therein, which date shall be as per a time and schedule of the Promoter to facilitate efficient handover of the said Premises to the Allottee/s and also other allottee/s in the Real Estate Project ("Possession Date"). The Allottee/s shall be bound to take possession of the said Premises on the Possession Date. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter, from the date of the Occupation Certificate. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement including in accordance with the provisions of Clause 5 hereinabove.

8.1.6 Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the rules and regulations prescribed by the Promoter in this regard ("Fit-Out Guidelines"), which shall be prepared by the Promoter and will be provided to the Allottee/s along with the Possession Notice, and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines ("Building Protection Deposit"). The Building Protection Deposit will be refunded to the Allottee/s without interest in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighboring flats/premises in the Real Estate Project and the equipment installed therein and subject to the debris being completely removed from the Rivali Park Land and / or the Internal Layout Roads.



8.1.7 The Allottee/s hereby agrees and acknowledges that, in order to claim the return of the Building Protection Deposit, the Allottee/s shall notify the Promoter in writing of the completion of all fit-out or interior works in the said Premises. On receiving this written notification, the Promoter's representatives/ nominees shall be entitled to enter upon and inspect the Premises (with prior notice to the Allottee/s), its immediate vicinity and attached common areas and amenities like lift lobbies, etc. for compliance with the Fit-Out Guidelines and the Building Protection Deposit shall be returned in accordance with the Fit-Out Guidelines.

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8.1.8 The Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to

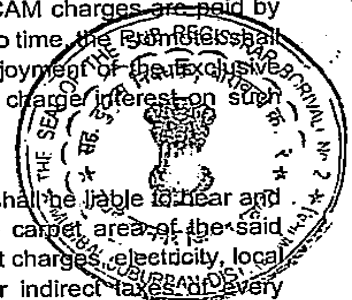
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take possession of the Premises within the time provided in Clause 8.1.5 above, such Allottee/s shall continue to be liable to pay property taxes, maintenance charges and all other charges with respect to the Premises, from the date of the Occupation Certificate. In the event, the Allottee/s fails or neglects to take possession of the said Premises within 2 (two) months from the Possession Date ("Default Possession Date"), the Allottee/s shall, be liable to pay and shall pay to the Promoter charges at the rate of Rs.10/- (Rupees Ten Only) per square foot of the area of the said Premises, per month or part thereof from the Default Possession Date till the date the Allottee/s take possession of the said Premises. Such charges shall be in nature of demurrage charges and shall be in addition to the CAM charges and property taxes and other charges payable by the Allottee/s with respect to the said Premises. Notwithstanding anything stated herein, in the event the Allottee/s fails or neglects to take possession of the said Premises before the Default Possession Date, for the purpose of determining liability, it shall be deemed that the Promoter has handed over possession of the said Premises to the Allottee/s and the Promoter shall not be liable or responsible for any loss, damage with respect to the said Premises and the defect liability period as set out in 8.2.5 hereinafter shall be deemed to have commenced from the Default Possession Date and not any subsequent date on which the Allottee/s may take possession of the said Premises.

**8.2 Maintenance and Other Charges**

8.2.1 The Allottee/s hereby confirms, agrees and undertakes to pay to the Promoter (or its nominees) the common area maintenance and upkeep charges with respect to, inter alia, the said Premises, the Limited Areas and Facilities and the Real Estate Project ("hereinafter referred to as "BCAM") and also common area maintenance and upkeep charges payable by the Purchaser with respect to, inter alia, the New Phase Residential Component (excluding the Real Estate Project) ("hereinafter referred to as the "FCAM"). The BCAM and the FCAM are hereinafter collectively referred to as "CAM charges". The Allottee/undertakes to make payment of the estimated BCAM charges for the first 18 (eighteen) months and the estimated FCAM charges for the first 60 (sixty) months against taking possession of the said Premises in terms of Clause 8.1 hereinafter (such estimated charges shall be subject to escalation; the exact figure shall be informed by the Promoter at the time of handing over possession of the said Premises to the Allottee/s). In the event of a delay in payment of such CAM charges, the Allottee/s shall be liable to pay interest thereon as per the Interest Rate. The Allottee/s hereby agrees and confirms that until the FCAM charges are paid by the Allottee/s as per the demand of the Promoter, from time to time, the Allottee/s shall be entitled to deny to the Allottee/s access to, use and enjoyment of the exclusive Amenities for New Phase Residential Component and to charge interest on such unpaid amount/s.

8.2.2 From the date of the Occupation Certificate, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of CAM charges, including *inter-alia*, development charges, electricity, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, housekeeping services, security personnel, and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the New Phase Residential Component. Until the Real Estate Project is handed over to the Society, the Allottee/s shall pay to the Promoter such BCAM charges as may be determined by the Promoter at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional CAM charges as mentioned in the Twelfth Schedule hereunder written. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such provisional CAM charges and other charges from the date(s) specified in this



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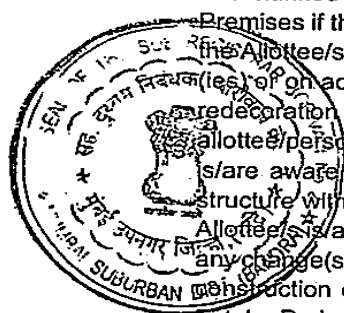


Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises.

8.2.3 The Allottee/s shall, before delivery of possession of the said Premises in accordance with Clause 8.1, deposit such amounts as mentioned in the Eleventh Schedule and Twelfth Schedule hereunder written with the Promoter. The amounts as more particularly mentioned in the Eleventh Schedule hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the Eleventh Schedule and Twelfth Schedule hereunder to the bank account/s of the Promoter as may be intimated to the Allottee/s from time to time. The unspent balance, if any, of the amounts mentioned in the Twelfth Schedule, save and except for FCAM charges, shall be handed over by the Promoter to the Society, without interest, when the Real Estate Project is handed over to the Society. For the purposes of this clause, the expression "Promoter" includes its nominee/s.

8.2.4 The Allottee/s is / are aware and agree that the maintenance and upkeep of the common areas and amenities of the Real Estate Project and the New Phase Residential Component may be managed by one or more facility management companies (collectively "FMCs"). The FMC will be appointed by the Promoter.

8.2.5 If within a period of 5 (five) years from the date of handing over possession, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in it is not possible to rectify such defects, case the event of Promoter's failure to rectify such defects within such time, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.



8.2.6 It is clarified that the Promoter shall not be liable for any structural damage to the Premises if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project. The Allottee/s are aware and agree(s) and confirm(s) that the said Premises shall be of RCC structure with normal brick/block wall/dry wall with gypsum/putty/cement plaster. The Allottee/s are aware that the Real Estate Project is a part of monolithic structure and any change(s), alteration(s) including breaking of walls or any structural member or the construction of any new wall or structural member may adversely impact the Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society/the Other Societies/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

8.2.7 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his / her / their vehicles at any other location on the Rivali Park Land.

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8.2.8 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

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

8.3 Common Areas Facilities & Amenities:

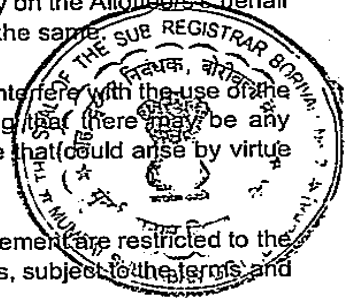
8.3.1 The Allottee/s shall not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and the Allottee/s is/are aware that he/she/it/they shall only be permitted to use the Real Estate Project Amenities, the Whole Project Included Amenities, the Exclusive Amenities for New Phase Residential Component including the car parking space/s mentioned in the Eighth Schedule here underwritten, in common with other allottee/s and users in the Real Estate Project, the Completed Project, the Other Residential Component, the Other Commercial Component, the Whole Project, the Adjoining Properties and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottee/s is/are also aware that the Promoter has/shall designated/designate certain common area, facilities and amenities as the Exclusive Amenities for Wintergreen Whitespring, Exclusive Amenities for the Other Residential Component, Exclusive Amenities for Other Commercial Component, Exclusive Amenities for the New Phase Residential Component, Exclusive Amenities for the AOS Portion Building which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottees/occupants of the Whitespring, Wintergreen, Arcade, the Other Residential Component, the Other Commercial Component, the AOS Portion Building and, shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.


8.3.2 The Whole Project Included Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes etc., in/on the Whole Project / Rivali Park Land / Adjoining Properties shall be an integral part of the layout of the development of the Whole Project, Rivali Park Land and the Adjoining Properties and neither the Allottee/sn or any person or entity on the Allottee/s behalf shall, at any time claim any exclusive rights with respect to the same.

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

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

8.3.5 The Allottee/s shall at no time demand partition of the said Premises and/or the Real Estate Project and/or the Completed Projects and / or the Other Residential Component and / or the Other Commercial Component and/or the Basements to Podia Areas in the Whole Project and/or the Whole Project and/or the Rivali Park Land and /or the said Land and / or the said Larger Property.



  
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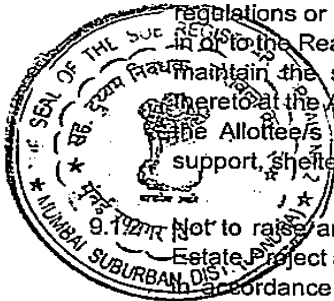
**8.4 Transfer of the said Premises**

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or any benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid and only with the prior written permission of the Promoter. In the event the Allottee/s wishes to transfer the said Premises and /or the benefit of this Agreement, the prior written consent of the Promoter shall be required for the proposed transfer / assignment for which the Allottee/s shall be bound to pay to the Promoter 5 % (five percentage) of (a) the proposed sale price or (b) the Sale Price, whichever is higher, together with GST (if applicable), Service Tax, VAT thereon as may be decided by the Promoter. Upon the receipt of such transfer fee the Promoter shall issue to the Allottee/s a consent letter permitting such transfer / assignment by the Allottee, failing which any transfer and / or assignment of the said Premises by the Allottee/s shall not be valid and binding on the Promoter. It is expressly agreed that this right of the Promoter is a covenant running with the said Premises and the Allottee/s hereby undertake/s to expressly include this Clause 8.4 as a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.

**9. COVENANTS OF THE ALLOTTEE/S**

9.1 The Allottee/s by himself / herself / itself / themselves with intention to bind all persons into whose hands the said Premises and car parking space may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of inter-alia ensuring soundness, aesthetics and safety of the Real Estate Project, the Whole Project, and the Rivali Park Land, for maintaining the value of the Real Estate Project, the Whole Project and the Rivali Park Land and for ensuring that any easement in respect of any of the aforesaid remains unaffected.

9.1.1 Not to do or suffer to be done anything in or to the Real Estate Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project.



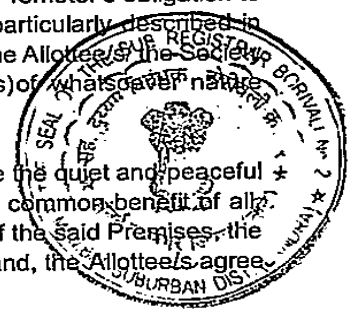
9.1.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project and the Whole Project (including additional floors on the Whole Project) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises. The Allottee/s confirms that in order to ensure safety of the workmen and the Allottee/s, the Allottee/s shall not be allowed to visit the site during the time that the Real Estate Project is under construction.

9.1.3 Not to store anything in the refuge floor, car parking spaces nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages / furniture / equipment to the upper floors which may damage or are likely to damage the staircases, common passages or any other part of the Real Estate Project.

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- 9.1.4 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises.
- 9.1.5 Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- 9.1.6 Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises and to ensure in particular, support, shelter and protection of other parts of the Real Estate Project.
- 9.1.7 Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent in the said Premises.
- 9.1.8 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- 9.1.9 Not to cover or construct anything in the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- 9.1.10 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parris or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project or do any act to affect the FSI/development potential of the Larger Property / the Rivali Park Land.
- 9.1.11 Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Estate Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) or compensate for the same as more particularly described in Clause 8.2.5 of this Agreement shall immediately cease and the Allottee/s, the Society / the Other Societies' / the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.
- 9.1.12 To maintain the aesthetics of the Whole Project and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project, the Whole Project and the Rivali Park Land, the Allottee/s agree and covenant as follows:
- 9.1.12.1 Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall forthwith become liable to pay a sum of Rs.5,00,000/- (Rupees Five



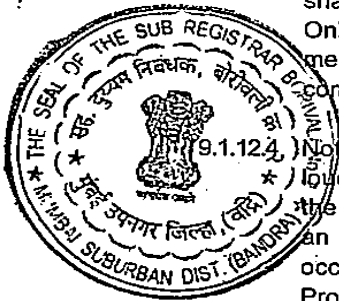
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Lakh only) to the Promoter. Out of the said sum of Rs. 5,00,000/- (Rupees Five Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the Real Estate Project and / or to the Whole Project because of the fixtures and/or grills or otherwise (for which purpose the Allottee/s hereby undertakes to co-operate fully with the Promoter and to permit workers to access the said Premises to carry out such rectification and repairs), and the Allottee/s shall forthwith hand over the balance amount to the Promoter.

9.1.122 Not to install a window air-conditioner within or outside the said Premises save and except as per the Fit-Out Guidelines. If found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall forthwith become liable to pay a sum of Rs.5,00,000/- (Rupees Five Lakh only). Out of the said sum of Rs.5,00,000/- (Rupees Five Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter to enable the Promoter to rectify the same to be in compliance with design approved by the Promoter and carry out repairs to the damages that has been caused to the Real Estate Project and / or to the Whole Project because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise (for which purpose the Allottee/s hereby undertakes to co-operate fully with the Promoter and to permit workers to access the said Premises to carry out such rectification and repairs), and the Allottee/s shall forthwith hand over the balance amount to the Promoter.

9.1.123 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Rivali Park Land and the Real Estate Project. If the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub- clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub- clause.



9.1.124 Not to at any time cause or permit any public or private nuisance or to use loudspeakers etc. in or upon the said Premises, the Real Estate Project or the Rivali Park Land or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants of the Real Estate Project or the Rivali Park Land or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the Real Estate Project/ the Rivali Park Land and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Real Estate Project/ the Rivali Park Land and/or the lifts installed in the Real Estate Project. If the Allottee/s or the members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause, then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s's family or any servant or guest of the Allottee/s or pet of the Allottee/s commit(s) default of this sub- clause.

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9.1.12.5 Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the Real Estate Project and/or the Rivali Park Land and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and/or the Rivali Park Land and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Real Estate Project and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause.

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

9.1.12.7 Not to display/permit to be displayed at any place in/upon the Real Estate Project and/or the Whole Project and / or the Rivali Park Land or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plates, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause, then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause.

9.1.12.8 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s's laborers / contractors shall be responsible for the removal of debris such as marble pieces or all and any wastage material etc. from the said Premises on a daily basis. The Allottee/s / labourers / contractors shall at their own cost remove such wastage

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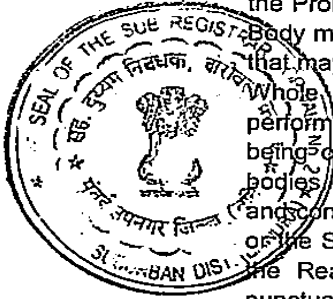
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materials/debris. Such debris and / or wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the Whole Project/the Rivali Park Land. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s or any person employed by the Allottee/s commit(s) default of this sub-clause, then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause.

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

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

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

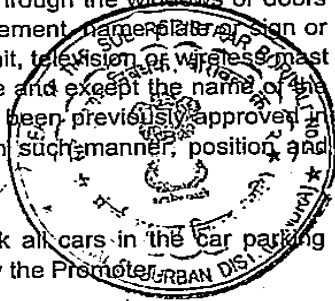


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9.1.12.12	Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Rivali Park Land to the access, ingress and egress into and upon the Rivali Park Land including
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Building etc without any restriction or interference whatsoever including but not restricted to for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

- 9.1.12.13 Not do or permit or suffer to be done anything in or upon the said Premises or any part of the Real Estate Project or any part of the Rivali Park Land which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided always that the Promoter shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Real Estate Project and the Allottee/s shall not hold the Promoter so liable.
- 9.1.12.14 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the Real Estate Project.
- 9.1.12.15 Not to, in any manner, enclose any flower beds / planters / ledges / pocket terrace (s) / deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- 9.1.12.16 Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, nameplate, sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- 9.1.12.17 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- 9.1.12.18 Shall cause the Society to paint the Real Estate Project at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society as stated at Clause 11.2 below and shall bear his/her/it's/their respective share of expenses to paint, repair, waterproof and refurbish the Real Estate Project and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co- operation, assistance and facilities for the same.
- 9.1.12.19 Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.



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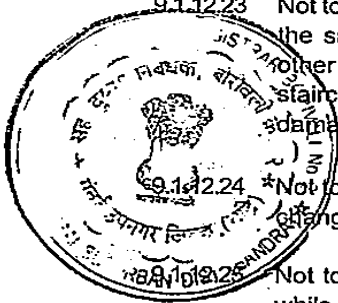
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- 9.1.12.20 Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.
- 9.1.12.21 The Allottee/s acknowledges and agrees that piped gas connection, if any, will be provided by a third party service provider and as third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Promoter shall endeavour to provide such piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from Possession Date.
- 9.1.12.22 Shall accept, follow and abide by the Fit-Out Guidelines and other rules and regulations, framed by the Promoter from time to time for maintenance and management of the said Premises and the said Land, the Whole Project, and the Real Estate Project and/or the security thereof or of the aesthetics and ambience of the Real Estate Project and the Whole Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the workers, labourers, contractors appointed by the Allottee/s shall also strictly follow the same.

9.1.12.23 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.



9.1.12.24 Not to, make any structural / internal masonry / dummy flooring / plumbing changes in the said Premises in any manner whatsoever.

9.1.12.25 Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.

9.1.12.26 Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.

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9.1.12.27	Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Whole Project and the Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
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9.1.12.28 If any Allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the Real Estate Project including the said Premises, the

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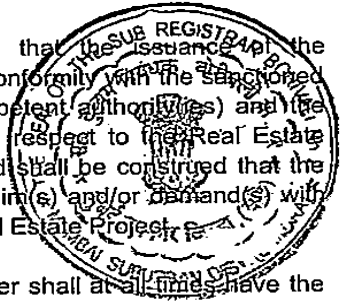
Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.

9.1.12.29 To rectify and make good any breach or default of any of the covenants contained in this Clause 9, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause 9 by the Allottee/s shall be of the essence of this Agreement.

9.2 The Allottee/s agree(s) and covenant(s) that, Limited Areas and Facilities, the Exclusive Amenities for Wintergreen Whitespring, the Exclusive Amenities for the Other Residential Component, the Exclusive Amenities for the Other Commercial Component, the Exclusive Amenities for the New Phase Residential Component, the Exclusive Amenities for the AOS Portion Building shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit, and shall not be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Real Estate Project.

9.3 The Allottee/s agree(s) and covenant(s) that, the entry and exit points and accesses and driveways to the Real Estate Project shall be common to all other allottee/s, users and occupants in the Whole Project and on the Rivali Park Land including to access all other buildings, towers and structures in the Whole Project and the Adjoining Properties. The Allottee/s agree(s), confirms and covenant(s) that he/she/it/they shall not be entitled to and shall not demand any separate independent access and/or entry/exit point exclusively for himself/herself/themselves and/or any other allottee/s, users and/or occupants in the Real Estate Project. Further, the Allottee/s also agree(s) and confirm(s) that the Other Residential Component and the Other Commercial Component and / or the Completed Projects including their respective amenities may have entry and exit points and access in common with other allottee/s in the Whole Project and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee and the Allottee/s has/have no objection to such arrangement, which shall be at the sole discretion of the Promoter .

9.4 The Allottee/s agree(s), confirm(s) and covenant(s) that the Occupation construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute Certificate with respect to the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and (s), claim(s) and/or demand(s) with respect to the development and construction of the Real Estate Project.



9.5 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Real Estate Project and the remaining portions of the Whole Project and/or the Larger Property and the Allottee/s hereby consent(s) to the same.

9.6 The Allottee/s agree(s) and confirm(s) not to demand that a compound wall be constructed around the Real Estate Project and / or the Whole Project or any part thereof.

9.7 The Allottee/s agree(s), covenant(s) and confirm(s) that the Allottee/s is/are aware that the car parking space/s (as mentioned in the Eighth Schedule) that the Allottee/s shall be permitted to use, shall be located within the Basements to Podia Areas in the Whole Project. The Promoter has disclosed to the Allottee/s and the Allottee/s confirms and agrees that the Promoter is entitled to use portions of the

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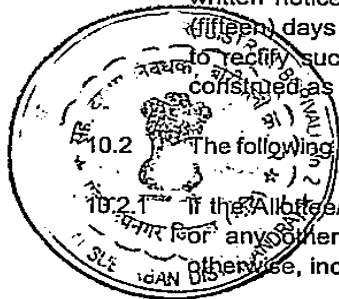
Basements to Podia Areas in the Whole Project (including below/appurtenant to the Real Estate Project) for the other occupants of the Whole Project or such other user/s / occupants as the Promoter may deem fit. The Allottee/s hereby accords his/her/their irrevocable consent for the same and confirms that he/she/it is aware that such portions of the Basements to Podia Areas below/appurtenant to the Real Estate Project shall be available to the Allottee/s or any other allottees/occupants of apartments/flats in the Whole Project.

9.8 Considering that there shall be multiple car parking spaces for the Whole Project, the Promoter shall in due course formulate rules and regulations for operating and maintaining the entire Basements to Podia Areas in the Whole Project. The Allottee/s shall be bound to adhere to such rules and regulations and shall fully cooperate with the Promoter and all other occupants while exercising its permission to use the car parking space/s allotted to the Allottee/s as mentioned in the Eighth Schedule. The Society / Apex Body shall duly adopt such rules and regulations as formulated by the Promoter in this regard and ensure that the same are duly enforced in the interests of each of the allottees. The non-adherence to such rules and regulations by the Allottee/s shall lead to forfeiture of the Allottee/s' rights to use the car parking space/s allotted to the Allottee/s as mentioned in the Eighth Schedule.

9.9 The Allottee/s also agree(s) and confirm(s) that various portions within the Basements to Podia Areas in the Whole Project, may have common entry and exit points, ramp/s, driveways and access for the allottee/s / user/s / occupant/s of the Whole Project (including allottee/s of the Real Estate Project) and/or may have independent and exclusive entry and exit points and access that shall not be usable by the Allottee or any other allottee/s in the Real Estate Project and that the Allottee/s has/have no objection to such arrangement.

#### 10. EVENTS OF DEFAULT

10.1 In addition to what is stated in Clause 5.1.8 hereinabove, if the Allottee/s breaches / contravenes any of the terms and conditions of this Agreement applicable to the Allottee/s and / or if any one or more of the events or circumstances set out in Clause 9 ("Event of Default"), then the Promoter may call upon the Allottee/s by way of a written notice ("Rectification Notice") to rectify the same within a period of 15 (fifteen) days from the date of receipt thereof ("Cure Period"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be considered as a default ("Default").



10.2 The following events, inter alia, shall be construed as a Default:

10.2.1 If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;

10.2.2 If the Allottee/s fails to take possession of the said Premises in terms of Clause 8.1 above;

10.2.3 If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 9 (Covenants of the Allottee/s) above and/or any other writings and/or the terms and conditions of layout, IOD, municipal and regulatory permissions, U.C. permissions, N.O.C's. and other sanctions, permissions, undertakings and affidavits etc.;

10.2.4 If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;

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- 10.2.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 10.2.6 If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- 10.2.7 If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- 10.2.8 If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
- 10.2.9 If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- 10.2.10 If any of the aforesaid have been suppressed by the Allottee/s.

10.3 Consequences of Default:

- 10.3.1 On the occurrence of a Default, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 5.1.8 hereinabove.
- 10.3.2 It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

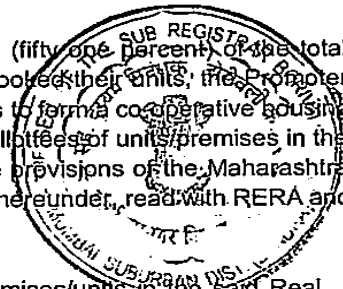
11. FORMATION OF THE SOCIETY & APEX BODY

11.1 Formation of the Society:

11.1.1 Within 3 (three) months from the date on which 51% (fifty one percent) of the total number of allottees in the Real Estate Project have booked their units, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

11.1.2 The Allottee/s shall, along with other allottees of premises/units in the said Real Estate Project join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises of the Real Estate Project alone shall be joined as members ("the Society")

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

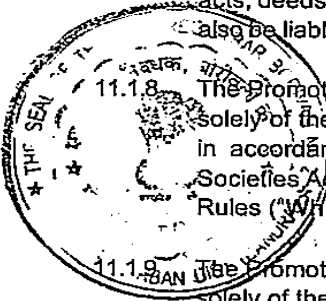


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operative Societies or any other Competent Authority. The Allottee/s also accept(s) and agree(s) that certain changes may be required to the application forms and other writings including the society register to be filled up, including deletion and substitution of the Allottee/s/other allottees in the said Real Estate Project consequent to sale and transfer of the said Premises/their respective premises, and the Allottee/s shall not object to the same.

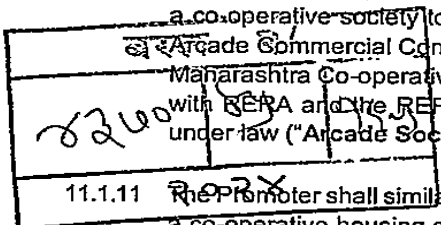
- 11.1.4 The name of the Society shall be solely decided by the Promoter.
- 11.1.5 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Real Estate Project, if any.
- 11.1.6 The Society shall, at the option of the Promoter, admit either the Promoter or all allottee/s of unsold flats and premises of the Promoter in the said Real Estate Project as members, in accordance with its bye-laws. The Allottee/s hereby agree and acknowledge that he/she /it/they shall ensure that the Society shall forthwith upon receipt of the application for membership admit either the Promoter or any allottee/s / purchasers of unsold units of the Promoter in the Real Estate Project and shall forthwith issue share certificates and other necessary documents in favour of the Promoter or such allottee/s / purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the Promoter or purchaser/lessees/occupants of these unsold unit/s of the Promoter shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas and amenities and facilities at par with any other member of the Society.
- 11.1.7 Upon handing over of the Real Estate Project to the Society, the Society shall be responsible at its own costs, charges and expenses for the operation and management and/or supervision of the said Real Estate Project including the Real Estate Project Amenities and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. The Society shall also be liable to contribute towards the FCAM in terms of Clause 8.2.1 herein above.



11.1.8 The Promoter has prior to hereof, formed a co-operative housing society comprising solely of the allottees of units/premises in the Whitespring Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Whitespring Society").

11.1.9 The Promoter has prior to hereof, formed a co-operative housing society comprising solely of the allottees of units/premises in the Wintergreen Residential Component, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Wintergreen Society").

11.1.10 The Promoter may similarly submit application/s to the competent authorities to form a co-operative society to comprise solely of the allottees of units / premises of the Arcade Commercial Component in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules or such other association as may be permissible under law ("Arcade Society").



11.1.11 The Promoter shall similarly submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in each of the residential buildings of the Other Residential

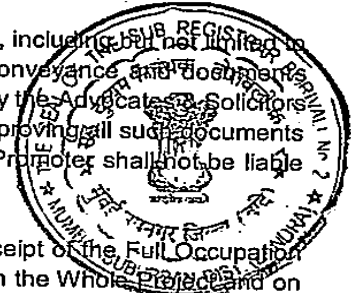
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Component in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (collectively "Other Residential Component Societies").

- 11.1.12 The Promoter shall similarly submit application/s to the competent authorities to form a co-operative society to comprise solely of the allottees of units/premises of the Other Commercial Component in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Commercial Component Societies").
- 11.1.13 The cost, charges, expenses, levies, fees, taxes, duties, including but not limited to stamp duty and registration charges, with respect to the formation of the Society / the Other Societies', including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.
- 11.1.14 As part of the development on the Kanakia DA Land (which is a part of the Larger Layout but is not a part of the Whole Project or the Rivali Park Land) the following associations have already been formed prior to the commencement of RERA i.e. (1) Royale Samarpan CHSL (2) Samarpan A & B Wing CHSL (3) Samarpan C & D Wing CHSL (4) The Western Edge-1 Condominium (5) The Western Edge II Premises CSL (5) Samarpan Exotica CHSL (hereinafter collectively referred to as "the DA Societies"). Such associations have not been formed by the Promoter.

**11.2 Conveyance to the Society:**

- 11.2.1 Within 3 (three) months from the date of issue of the Occupancy Certificate, subject to the Promoters right to dispose off unsold units, the Real Estate Project (exclusive of Basements and Podia) and only the constructed building shall be conveyed by the Promoter to the Society vide a registered indenture of conveyance ("Society Conveyance").
- 11.2.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance and documents related thereto and also the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Society alone and the Promoter shall not be liable towards the same.
- 11.2.3 Within a period of 3 (three) months from the date of receipt of the Full Occupation Certificate of the last building / structure / tower / wing in the Whole Project and on the Rivali Park Land, the Promoter shall submit application/s to the competent authorities to form and register an Apex Body either as a Federation or Holding Entity consisting of the Society and all such entities in the layout formed as per Rule 9(1)(i) of the RERA Rules, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules, as the case may be ("Apex Body").
- 11.2.4 At the option of the Promoter, the DA Societies and all other occupants of the said Plot may be permitted to be joined as members of the Apex Body and the Allottee/s (as a prospective member/s of the said Society / the Apex Body) does hereby consent to the same and shall accord all co-operation to the Promoter in this regard including but not limited to submitting written consent/s and writings and /



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or voting in favour of such membership to the Apex Body, as the case may be.

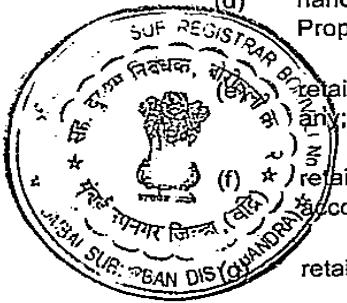
11.2.5 The cost, charges, expenses, levies, fees, taxes, duties, including but not limited to stamp duty and registration charges with respect to the formation of the Apex Body and documents related thereto and also the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents shall be borne and paid by the Apex Body and its members / intended members alone and the Promoter shall not be liable towards the same.

**11.3 Conveyance to the Apex Body:**

11.3.1 The Promoter shall ensure that, within a period of 3 (three) months of from the date of issue of the Occupation Certificate of the last building or wing in the Larger Property, the Owner shall execute and register an Indenture of Conveyance ("Apex Body Conveyance") whereby the Owner shall convey in favour of the Apex Body all its right, title and interest of the entire, undivided or inseparable land underneath all the buildings.

11.3.2 PROVIDED THAT the Apex Body Conveyance shall clearly state that the following areas shall be retained as is required for:

- (a) handing over the stipulated percentage if any, for any statutory requirement, to the MCGM or statutory authority;
- (b) developing and handing-over a public amenity, if any;
- (c) handing-over set back land;
- (d) handing-over non-buildable/buildable reservations on the Larger Property, if any;



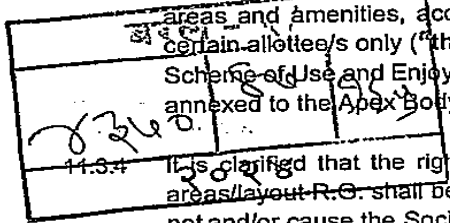
(e) retaining non-buildable/buildable reservations on the Larger Property, if any;

(f) retaining all land areas required to be conveyed to the DA Societies in accordance with law, if required as determined by Promoter;

retaining the 2 (two) internal layout roads;

11.3.3 Such conveyance of land to the Apex Body shall be in accordance with the rules and regulations prevailing at the relevant time and shall prescribe, inter alia, the arrangement and terms and conditions of use, maintenance and enjoyment between (a) the DA Societies, the occupants of the Damani Plot, the said Plot and the Societies of the Whole Project such that their exclusive /restricted rights are clearly demarcated and confirmed including but not limited to with respect to the portions of statutory layout RG on the various parts of the said Plot and the Larger Property; and between (b) the Societies of the Whole Project with respect to the common

areas and amenities, accesses etc designated by the Promoter as exclusive for certain allottee/s only ("the Scheme of Use and Enjoyment of the Layout"). The Scheme of Use and Enjoyment of the Layout shall be prepared by the Promoter and annexed to the Apex Body Conveyance as a part thereof.



11.3.4 It is clarified that the right, title and interest in the designated recreation ground areas/layout R.G. shall be conveyed only to the Apex Body and the Allottee/s shall not and/or cause the Society to claim any sole / exclusive right(s), title, interest with respect to the same.

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- 11.3.5 The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. Post the Apex Body Conveyance, the Apex Body shall be responsible for the maintenance and management and/or supervision of the areas conveyed to the Apex Body and the Promoter shall not be responsible for the same.
- 11.3.6 The cost, charges, expenses, levies, fees, taxes, duties, including but not limited to stamp duty and registration charges, with respect to the Apex Body Conveyance and allied documents and professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.
- 11.3.7 Neither the Apex Body nor the Society/the Other Societies shall ever claim and/or demand for partition of the Larger Property or any part thereof.

**12. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S**

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

- 12.1 He / she / it / they / is / are not prohibited from entering into this Agreement and / or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 12.2 He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 12.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;
- 12.4 None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- 12.5 No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/their assets and/or properties;
- 12.6 No execution or other similar process is issued and/or levied against him/her/their assets and/or properties;
- 12.7 He/she/it/they has/have not compounded payment with his/her/their creditors;
- 12.8 He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 12.9 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Rivali Park Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments;
- 12.10 He/she/it has not indulged into any activity or offence relating money laundering; and
- 12.11 No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.



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The representations and warranties stated in this Clause 12 are of a continuing nature

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and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

**13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

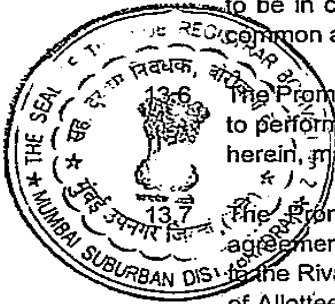
13.1 The Promoter has clear and marketable title and has the requisite rights to carry out development and sale of premises constructed upon the Rivali Park Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project;

13.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

13.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;

13.4 There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;

13.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Real Estate Project, have/shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

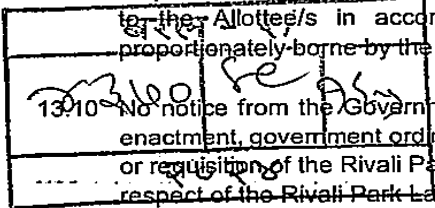


The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

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 Rivali Park Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

13.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

13.9 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 Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with Clause 8 above and thereupon shall be proportionately borne by the Society;



13.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Rivali Park Land) has been received or served upon the Promoter in respect of the Rivali Park Land and/or the Real Estate Project except those disclosed to the Allottee/s.

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14. NOMINEE

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

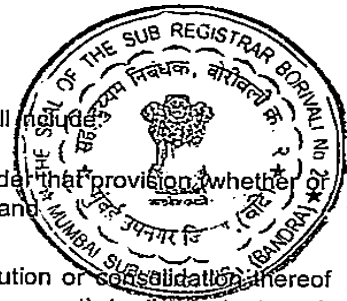
15. INDEMNITY

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

16. CONSTRUCTION OF THIS AGREEMENT

In this Agreement where the context admits:

- 16.1 Any reference to any statute or statutory provision shall include
- 16.1.1 all subordinate legislation made from time to time under that provision (whether not amended, modified, re-enacted or consolidated); and
- 16.1.2 any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.
- 16.1.3 any reference to the singular shall include the plural and vice-versa
- 16.1.4 any references to the masculine, the feminine and/or the neuter shall include each other;
- 16.1.5 the Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules and annexures to it;
- 16.1.6 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;



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16.1.1.7 each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

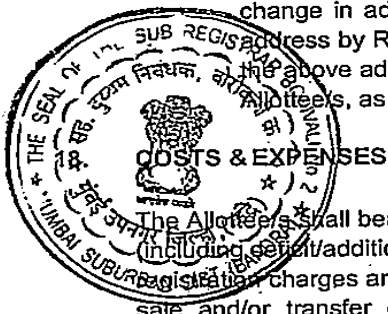
16.1.1.8 references to a person (or to a word importing a person) shall be construed so as to include:

- (a) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
- (b) that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

**17. NOTICE**

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

17.2 It shall be the duty of the Allottee/s 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/s, as the case may be.



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

**19. ENTIRE AGREEMENT**

19.1 This Agreement, along with its Schedules and Annexures, constitutes the entire agreement between the parties hereto and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including but not limited to sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottee/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the

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said Premises and said car parking space/s between the parties hereto.

19.2 The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.

19.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project, the Whole Project or the Larger Property or any part thereof.

**20. PROMOTER SHALL NOT MORTGAGE OR CREATE ACHARGE:**

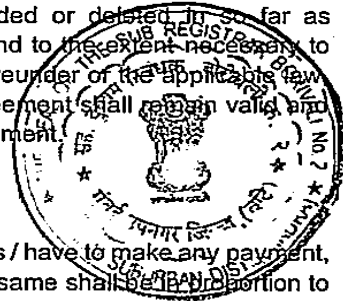
After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and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

**21. WAIVER**

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

**22. SEVERABILITY**

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



**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

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

**24. 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.

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**25. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the

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Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra, India.

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

**26. JOINT ALLOTTEES:**

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

**27. DISPUTE RESOLUTION:**

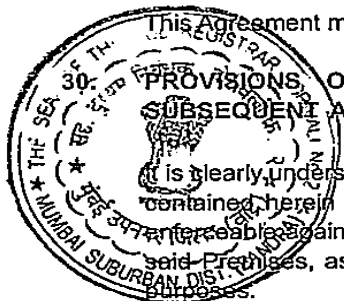
Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**28. GOVERNING LAW:**

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

**29. RIGHT TO AMEND**

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



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

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

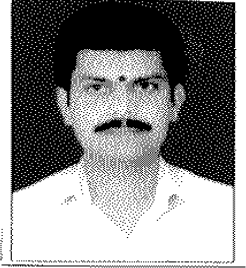
**31. ALLOTTEE/S WHO IS/ARE NON-RESIDENT/FOREIGN NATIONAL OF INDIAN ORIGIN**

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

Handwritten signature and stamp of the Allottee/s, including the name 'Suresh' and '812 Basant'.

IN WITNESS WHEREOF the parties hereinabove named have set and subscribed their respective hands and signed this Agreement for Sale on the day and year hereinabove stated.

SIGNED AND DELIVERED )  
 by the within named the Promoter )  
**CCI PROJECTS PRIVATE LIMITED** )  
 through its Authorised Signatory )  
**Mr. SURESH THAKARE** )  
 in the presence of )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )

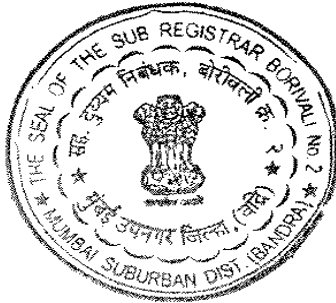
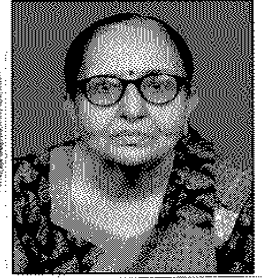


For CCI PROJECTS PVT. LTD.  
 [Signature]  
 Authorised Signatories

SIGNED AND DELIVERED )  
 by the within named the Allottee )  
**Ms. Suneeta Hiren Barot** )  
**Mrs. Santok Kantilal Barot** )  
 in the presence of ... )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )



[Signature]  
 S H Barot



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**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(THE SAID PLOT)

ALL THOSE pieces and parcels of land admeasuring approximately 1,51,328 square meters bearing CTS No. 163A/1, 163A/2, and 165 of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : by Western Express Highway;
- On or towards West : by CTS No. 67 of Village Magathane;
- On or towards North : by CTS Nos. 161A, 162B, 163 & 164A of Village Magathane;
- On or towards South : by CTS Nos. 166A, 166B, 167C & 166C/1 of Village Magathane

 *Suresh*  
*S.K. Bhusot*




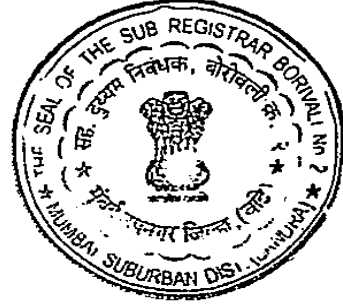
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**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE LARGER PROPERTY)**

ALL THOSE pieces and parcels of land admeasuring approximately 1,18,400 square meters bearing CTS No. 163A/1, 163A/2, and 165 (part) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : by Western Express Highway & CTS No. 165 (part) of Village Magathane;
- On or towards West : by CTS No. 67 of Village Magathane;
- On or towards North : by CTS Nos. 161A, 162B, 163 & 164A of Village Magathane;
- On or towards South : by CTS Nos. 166A, 166B, 167C & 166C/1 of Village Magathane

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*S K Borot*




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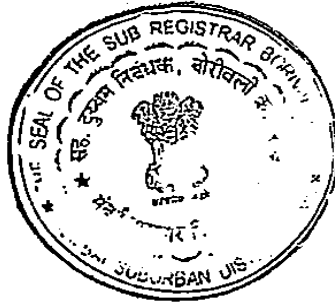


**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(RIVALI PARK LAND)**

ALL THOSE pieces and parcels of land admeasuring approximately 57,825.78 square meters bearing CTS No. 165 (part) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

- On or towards East : by Western Express Highway & CTS No. 165 (part) of Village Magathane;
- On or towards West : by CTS No. 67 of Village Magathane;
- On or towards North : by Internal Layout Road & CTS No. 165 (part) of Village Magathane;
- On or towards South : by Internal Layout Road & CTS No. 165 (part) of Village Magathane;

 *Suresh*  
*812 Baisat*



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**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Part-A**

ALL THOSE pieces and parcels of land admeasuring approximately 809.73 square meters bearing CTS No. 165 (part) of Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as follows:

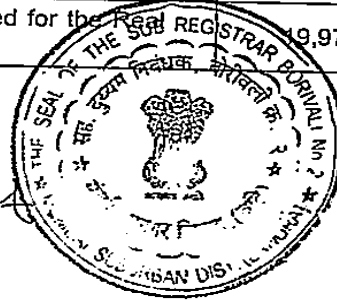
- On or towards East : by CTS No. 165 (part) of Village Magathane;  
On or towards West : by CTS No. 165 (part) of Village Magathane;  
On or towards North : by CTS No. 165 (part) of Village Magathane;  
On or towards South : by CTS No. 165 (part) of Village Magathane;

**Part-B**

Sr. No.	Particulars	Tower 2
1.	Basements	Up to 2 levels
2.	Podia	Up to 5 levels
3.	Upper Floors (including Podia)	Up to 40 levels

**Part-C**

Sr. No.	Details	Area in Square Meters
1.	FSI sanctioned till date for the Real Estate Project	19,978
2.	Additional FSI proposed to be consumed (not yet sanctioned) for the Real Estate Project	-
3.	Total FSI proposed to be consumed for the Real Estate Project	19,978




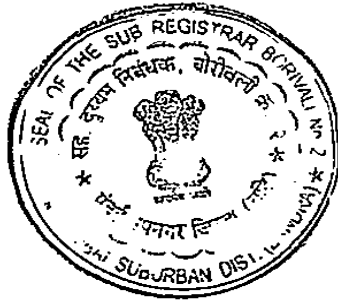
*Handwritten signatures and initials:*  
A circular stamp with the letter 'A' inside.  
A signature that appears to be 'Suresh' followed by a larger signature that looks like 'S. B. Bhandari'.

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**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(WHOLE PROJECT INCLUDED AMENITIES)**

Sr. No.	Particulars
1.	Common driveways and fire tender paths including those located in Basements to Podia Areas in the Whole Project for the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Whitespring Component, the Wintergreen Component and the Arcade Component
2.	Common entry / exit gates with security cabins including those located in Basements to Podia Areas in the Whole Project for the Real Estate Project, the Other Residential Component, the Other Commercial Component, the Whitespring Component, the Wintergreen Component and the Arcade Component

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SK. Basot.  




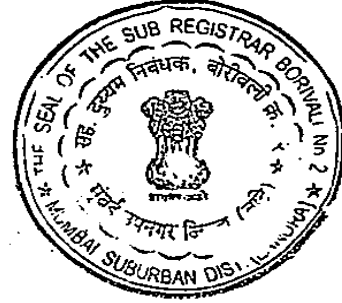
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**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(EXCLUSIVE AMENITIES FOR NEW PHASE RESIDENTIAL COMPONENT)**

Sr. No.	Particulars
1.	Landscaped Garden
2.	CCTV in select common areas
3.	Children's / Toddler's play area
4.	Jogging Track
5.	Swimming Pool
6.	Kids' Pool
7.	Gymnasium
8.	Jacuzzi
9.	Massage room
10.	Yoga / Meditation / Activity Rooms
11.	Outdoor Meditation Area
12.	Multi-purpose Hall / Function Room / Banquet hall
13.	Indoor Games Area
14.	Billiards / Pool
15.	Rock Climbing
16.	Reflexology Path
17.	Senior Citizen Comer

*Al.*

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S. C. B. 2008*

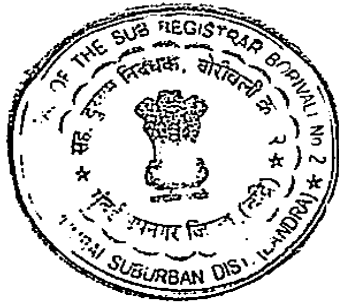


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**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(REAL ESTATE PROJECT AMENITIES)**

Sr. No.	Particulars
1.	Entrance Lobby with High Ceiling
2.	Lift Lobby and Landings
3.	Corridors
4.	Staircase and Staircase landing
5.	Refuge Area
6.	Elevators

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*812 Barot*  
*(Signature)*



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**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

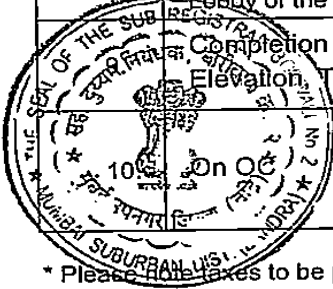
Sr. No.	Terms and Expressions	Descriptions
1.	Said Premises	Flat No. 1401 on the 14 <sup>th</sup> floor of Rivali Park - Stargaze being the Real Estate Project.
2.	Carpet area of the said Premises as per RERA	713 SQFT
3.	Sale Price	Rs. 1,71,00,000/- (Rupees One Crore Seventy One Lakh(s) Only)
	(i) Sale price towards the carpet area of the said Premises	Rs. 1,71,00,000/- (Rupees One Crore Seventy One Lakh(s) Only)
	(ii) Proportionate sale price towards the Limited Areas and Facilities	NIL
4.	Part Payment towards the Sale Price paid prior hereto	Rs. 33,85,800/- (Rupees Thirty Three Lakh(s) Eighty Five Thousand Eight Hundred Only)
5.	Bank Account of the Promoter	CCI PROJECTS P L- R P- STARGAZE 100% ESC Account No. 99995674565672
6.	Car parking space/s	Permission to park in 1 (One) car parking space/s.
7.	Completion Date	31/10/2029
8.	Limited Areas and Facilities	NIL
9.	Said Nominee	Name: Mr. Hiren, Kantilal, Barot Relationship with Allottees: Husband Address of Nominee: Om Nandan Govind Apartment, Flat No. 704, TPS Road No 3, Ram Mandir Road, Borivali West, Mumbai-400092
10.	Contact Details	Promoter's email address: stargaze.crm@cciprojects.co.in Promoter's phone number: 022 - 42230800 Promoter's fax number: NIL  Allottee/s email address: suneeta.vishwakarma@gmail.com Allottee/s phone number: +91-9820856457 Allottee/s fax number: NIL
11.	PAN	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p align="center">बरेल - २/</p> <p align="center">०३०० ९२ ९२५</p> <p align="center">२०२४</p> </div> <p>Promoter's PAN: CCI Projects Private Limited: AABCT4694B Allottee/s PAN: Ms. Suneeta Hiren Barot : AGBPV5878Q ✓ Mrs. Santok Kantilal Barot : ANSPB0611R /</p>



*Suneeta Hiren Barot*  
*SH*

THE NINTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Milestone	Percentage	Amount
1.	Within 21 Days of Booking (Part of the Earnest Money)	10%	17,10,000/-
2.	Within 45 days of Booking (Including balance portion of the Earnest Money)	10%	17,10,000/-
3.	Within 120 days of Booking	10%	17,10,000/-
4.	On Completion of Plinth	10%	17,10,000/-
5.	Completion of 10th slab	10%	17,10,000/-
6.	Completion of 25th slab	10%	17,10,000/-
7.	Completion of On Top Slab	10%	17,10,000/-
8.	Completion of the Walls, Floorings, Doors, Windows, Staircases, Lift Wells and Floor Slab of the Apartment	10%	17,10,000/-
	Completion of External Plumbing, Elevation, Terraces & Lifts	10%	17,10,000/-
	On OC	10%	17,10,000/-



\* Please note that the taxes to be paid separately by the Allottee/s at applicable rates on the aforesaid amount.

  
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 612, B. Busot

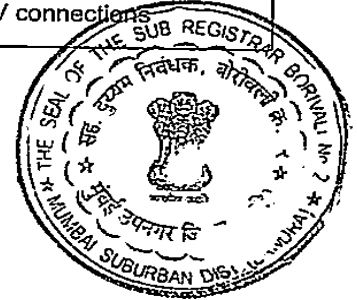
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**THE TENTH SCHEDULE ABOVE REFERRED TO**

Sr. No.	Particulars
1.	Vitrified tile flooring for Multi-purpose room / living, dining, alcove / kitchen and all bedrooms –Kajaria or RAK or Johnson or equivalent.
2.	Ceramic tiles / Vitrified tiles for Bathroom Flooring and Dado – Kajaria or RAK or Johnson or equivalent.
3.	Wash basin counters
4.	Vitrified / Ceramic tiles dado above main alcove / kitchen platform –Kajaria or RAK or Johnson or equivalent.
5.	Alcove / Kitchen platform with stainless steel sink – Franke or Nirali or equivalent.
6.	Service platform in alcove / kitchen
7.	Piped gas connection with gas-leak detector (subject to approval from Mahanagar Gas Limited)
8.	Anti-skid tiles in the Balcony areas (wherever applicable) – Kajaria or RAK or Johnson or equivalent.
9.	Aluminum windows
10.	Concealed Plumbing
11.	C.P fittings – Kohler or Grohe or Jaquar or equivalent
12.	Electrical switches – MK or GM or Roma or Wipro or equivalent
13.	Video door phone
14.	Laminated flush doors
15.	Provision for telephone, internet & cable TV connections

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812 B. S. S. S.

*THL*




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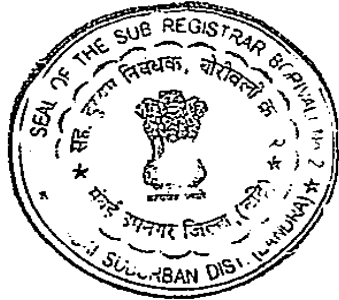


THE ELEVENTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Particulars	Amount
1.	Charges towards formation and registration of the Society and the Apex Body, along with applicable taxes	10,000/-
2.	Deposit towards water, electricity, and other utility and services connection charges	75,000/-
3.	One-time non-refundable membership fee with respect to the club house forming part of the New Phase Residential Component (taxes to be paid separately by the Allottee/s at applicable rates)	2,13,900/- ✓
4.	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates)	25,000/-
5.	Development and Infrastructure charges (taxes to be paid separately by the Allottee/s at applicable rates)	1,42,600/- ✓

\* Please note taxes to be paid separately by the Allottee/s at applicable rates on the aforesaid amount.

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*S.K. Barot*



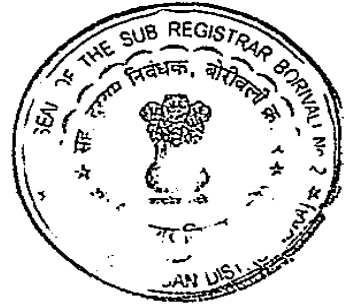
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THE TWELFTH SCHEDULE ABOVE REFERRED TO

Sr. No.	Particulars	Amount
1.	Share application money of the Society	700/-
2.	Provisional BCAM Charges for first 18 Months	89,838/- /
3.	Provisional FCAM Charges for first 60 Months	4,27,800/- /

\* Please note taxes to be paid separately by the Allottee/s at applicable rates on the aforesaid amount.

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Annexure - A

**KANGA & CO.** (Regd.)  
ADVOCATES & SOLICITORS  
ESTABLISHED 1890

Readymoney Mansion, 43, Veer Nariman Road, Mumbai - 400 001, India. Tel : (91 22) 4971 9355, 4971 9255, 6633 2288, 6623 0000  
Email : mail@kangacompany.com, www.kangacompany.com  
Partners : A. M. Desai • K. M. Vussonji • B. D. Damodar • S. S. Vaidya • A. R. Amin • Ms. P. G. Mohla • R. V. Gandhi  
C. S. Thakkar • P. S. Damodar • K. S. Vaidya • M. A. Kemdar  
Associate Partner : Ms. N. H. Vardhan

SV/ 3596 /2023

**FORMAT-A**  
**(Circular No. 28 / 2021)**

29<sup>th</sup> September, 2023

To,  
Maharashtra Real Estate Regulatory Authority,  
6<sup>th</sup> & 7<sup>th</sup> Floor, Housefin Bhavan,  
Plot No: C-21, E-Block,  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai 400 051

**LEGAL TITLE REPORT**

Sub: Title clearance certificate with respect to all that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts together with the buildings or structures standing thereon falling within the land bearing CTS No.165 forming part of the erstwhile larger property admeasuring 1,51,327.90 square metres or thereabouts bearing CTS Nos. 165, formerly known as 163-A and presently known as 163A/1 and 163A/2 situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra ("the said Property").

1. We have investigated the title of the said Property at the request of Cable Corporation of India Limited ("the Owner"), as the Owner of the said Property and CCI Projects Private Limited ("the Developer"), as the Developer of the said Property and infer-alia on the basis of perusal of the documents mentioned hereinbelow, we have to state as under:

a) **Description of the said Property:**

All that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts falling within the land bearing CTS No. 165 forming part of the erstwhile larger property bearing CTS Nos. 163-A and 165 admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra.



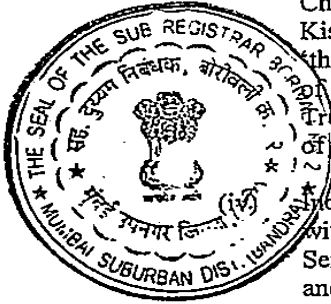
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b) The documents of allotment of the said Property:

We have perused the copies of the documents-of-title and other papers, in respect of the said Property as referred to and mentioned hereunder :

- (i) Indenture of Conveyance dated the 10<sup>th</sup> June, 1958 and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6454 of 1958 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau, (iv) Abhay Laxmidas Khatau, (v) Ratansey Moratji Khatau, the trustees of Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Vendors' of the One Part and Cable Corporation of India Limited, therein referred to as 'the Purchaser' of the Other Part.
- (ii) Indenture of Conveyance dated 3<sup>rd</sup> June, 1964 and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2620 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau, (iv) Abhay Laxmidas Khatau, continuing trustees of the Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Vendors' of the First Part and Dharamsey Mulraj Khatau and Ratansey Morarji Khatau, therein referred to as 'the Retiring Trustees' of the Second Part and Cable Corporation of India Limited, therein referred to as 'the Purchasers' of the Third Part.
- (iii) Indenture of Correction and Rectification dated the 30<sup>th</sup> October, 1964, registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/3463 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau as 'the Continuing Trustees of Seth Mulraj Khatau Trust Settlement' of the First Part and Ratansey Morarji Khatau as 'the Retiring Trustee' of the Second Part and Cable Corporation of India Limited of the Third Part.
- (iv) Indenture of Conveyance dated the 7<sup>th</sup> April 1965 and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BOM-R/2216 of 1965 made between Radio Components and Transistors Company Limited, therein referred to as 'the Vendors' of the First Part, (i) Dharamsey Mulraj Khatau, (ii) Ratansey Morarji Khatau, therein referred to as 'the Confirming Parties' of the Second Part and Cable Corporation of India Limited, therein referred to as 'the Purchasers' of the Third Part.
- (v) Indenture of Conveyance dated the 24<sup>th</sup> December, 1966, registered with the office of the Sub-Registrar of Assurances at Bombay, under Serial No. BOM-R/228 of 1967 made between The Maharashtra



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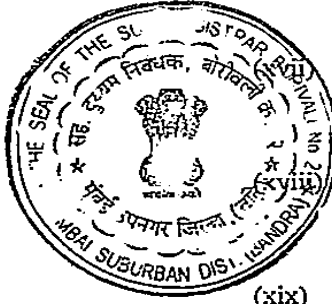
Housing Board, therein referred to as 'the Vendors' of the First Part and (i) Chandrakant Mulraj Khatao, (ii) Lalitkumar Mulraj Khatao, (iii) Kishore Dharamsey Khatao, (iv) Abhay Laxmidas Khatao, the Trustees of Seth Mulraj Khatao Trust Settlement, therein referred to as 'the Confirming Parties' of the Second Part and Cable Corporation of India Limited, therein referred to as 'the Purchasers' of the Third Part.

- (vi) Copy of Development Agreement dated 10<sup>th</sup> February 2005 and registered with the office of the Sub-Registrar of Assurances at Borivali No.6 under Serial No. BDR-12/618 of 2005 and made between Cable Corporation of India Limited of the One Part and Entertainment India Private Limited ("EIPL") therein referred to as the Developer of the Other Part.
- (vii) Copy of Power of Attorney dated 11<sup>th</sup> February, 2005 and registered with the Sub-Registrar of Assurances at Borivali No. 2 under Serial No. BDR-5/982 of 2005.
- (viii) Copy of Development Agreement also dated 10<sup>th</sup> February, 2005 and registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BDR-12/617 of 2005 and made between Cable Corporation of India Limited of the One Part and EIPL of the Other Part.
- (ix) Copy of Power of Attorney dated 11<sup>th</sup> February, 2005, registered with the office of the Sub-Registrar of Assurances at Borivali No. 2 under Serial No. BDR-5/981 of 2005.
- (x) Copy of Agreement for Sale dated 14<sup>th</sup> February, 2005 and registered with office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BDR-12/1049 of 2005 made between Cable Corporation of India Limited, therein referred to as 'the Vendor' of the One Part and (i) Vinod Gupta, (ii) Bharat Gupta, therein collectively referred to as 'the Purchasers' of the Other Part.
- (xi) Copy of Development Agreement dated 4<sup>th</sup> August, 2005 made between Cable Corporation of India Limited, therein referred to as 'the Owner' of the One Part and EIPL, therein referred to as the Developer' of the Other Part.
- (xii) Copy of Deed of Confirmation of Development Agreement dated 15<sup>th</sup> November, 2006 and registered with office of the Sub-Registrar of Assurances at Borivali under Serial No. BDR-5/8798 of 2006 made between Cable Corporation of India Limited, as 'the Owner/First Confirmer' and EIPL as 'the Developer/ Second Confirmer'.



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- (xiii) Copy of Development Agreement dated 19<sup>th</sup> April, 2008 and registered with office of the Sub-Registrar of Assurances at Borivali under Serial No. BDR-11/4519 of 2008 made between EIPL, therein referred to as 'the Original Developer' of the First Part, Cable Corporation of India Limited, therein referred to as 'the Owner' of the Second Part and Prithvi Consultancy Services Private Limited ("PCSPL"), therein referred to as 'the Developer' of the Third Part.
- (xiv) Copy of Deed of Rectification dated 3<sup>rd</sup> June, 2008 and registered with office of the Sub-Registrar of Assurances at Borivali, under Serial No. BBR- 10/4135 of 2008 made between EIPL therein referred to as 'the Original Developer' of the First Part, Cable Corporation of India Limited, therein referred to as 'the Owner' of the Second Part and PCSPL, therein referred to as 'the Developer' of the Third Part.
- (xv) Copy of Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March, 2009, read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017, made between Cable Corporation of India Limited of the One Part and EIPL of the Other Part.
- (xvi) Copy of Order dated 19<sup>th</sup> June, 2009, passed by the Bombay High Court in Company Petition No. 408 of 2009, connected with Company Application No. 374 of 2009 and Company Petition No. 409 of 2009, connection with Company Application No. 375 of 2009.

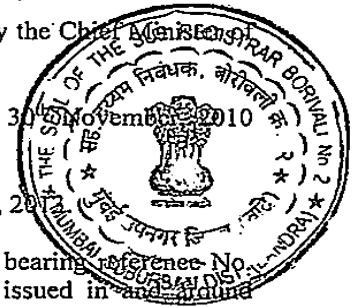


- (xvii) Copy of Fresh Certificate of Incorporation Consequent upon Change of name dated 12<sup>th</sup> March, 2010, issued by the Registrar of Companies, Mumbai, Maharashtra.
- (xviii) Copy of Fourth Addendum Agreement dated 2<sup>nd</sup> March, 2020 executed between Cable Corporation of India Limited, therein referred to as 'the Owner' of the One Part and CCI Projects, therein also referred to as 'CCI Projects' of the Other Part.
- (xix) Copy of Undertaking dated 1<sup>st</sup> April, 2019 executed by the Company in favour of Mumbai Metropolitan Region Development Authority.
- (xx) Copy of letter dated 18<sup>th</sup> February, 2020 issued by the Deputy Chief Engineer (BP) WS-II, Municipal Corporation of Greater Mumbai.
- (xxi) Copy of Indenture of Conveyance dated 9<sup>th</sup> March, 2020 registered with the Office of the Sub-Registrar of Assurances at Borivali No. 4 under Serial No. BRL-4/3243 of 2020 executed between Cable Corporation of India Limited, therein referred to as "the Vendor" of

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the One Part and CCI Projects, therein referred to as the "the Purchaser" of the Other Part.

- (xxii) Copy of Indenture of Conveyance dated 19<sup>th</sup> March, 2020 registered with the Office of the Sub-Registrar of Assurances at Borivali No. 4 under Serial No. BLR4-3623 of 2020 executed between Cable Corporation of India Limited, therein referred to as 'Owner 1" and CCI Projects, therein referred to as "Owner 2" and therein collectively referred to as "the Owners" of the One Part and (i) Radhakrishan Shivkishan Damani, therein referred to as "Purchaser 1" (ii) Derive Trading & Resorts Private Limited, therein referred to as "Purchaser 2" and (iii) Avenue Supermarkets Limited, therein referred to as "Purchaser 3" and therein collectively referred to as "the Purchasers" of the Other Part.
- (xxiii) Copy of corrigendum dated 22th October, 1999, bearing No. C/ULC/6(1) SR-1/171 to its earlier order dated 31<sup>st</sup> October, 1981, bearing No. C/ULC/6(1) SR-1/171 issued by the Additional Collector & Competent Authority, ULC, Greater Bombay.
- (xxiv) Copy of letter dated 25<sup>th</sup> July, 2000 addressed by the Municipal Corporation of Greater Mumbai ("MCGM").
- (xxv) Copy of letter dated 12<sup>th</sup> August, 2002 bearing No.CHE/1016/DPWS/P&R addressed by the Executive Engineer (Development Plan) from the Office of the Chief Engineer (DP), MCGM.
- (xxvi) Copy of order dated 24<sup>th</sup> November, 2004 bearing reference No. C/Desk-VII-A/LND/NAP/SR-7639 passed by the Collector, Mumbai Suburban District.
- (xxvii) Copy of order dated 8<sup>th</sup> July, 2005 passed by the Chief Engineer, Maharashtra.
- (xxviii) Copy of Full Occupation Certificate dated 30<sup>th</sup> November, 2010 bearing No. Ch.E/ A-4136/B.P (W.S)/AR.
- (xxix) Copy of Possession Receipt dated 4<sup>th</sup> March, 2017.
- (xxx) Copy of Development Plan 2034 Remarks bearing reference No. Ch.E. / DP34201902111199967 /D.P.Rev issued in an amended February, 2020.
- (xxx1) Copy of letter dated 6<sup>th</sup> November, 2009 bearing No. CHE/1497/DPWS/P&R addressed by the Executive Engineer (Development Plan) (WS) P&R.



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(xxxii) Copy of order dated 16<sup>th</sup> July, 2012 bearing reference No. C/Desk VIIA/LND/NAP/SRB 10350 passed by the Collector, Mumbai Suburban District.

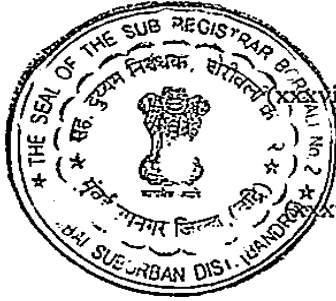
(xxxiii) Copy of letter dated 18<sup>th</sup> December, 2015 bearing No. 747/43/2015.

(xxxiv) Copy of letter dated 5<sup>th</sup> February, 2016 addressed by the Executive Engineer (Development Plan) W.S.P & R.

(xxxv) Copy of order dated 12<sup>th</sup> August, 2016 passed by the Minister of State (Urban Development).

(xxxvi) Copy of Supplemental Deed of Mortgage cum Charge dated 24<sup>th</sup> July, 2023 made between CCI Projects, therein referred to as "Company" and the Company, therein referred to as "CCIL" (therein collectively referred to as the "Mortgagors") and Vistra, therein referred to as the "Debenture Trustee" and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/15583 of 2023.

(xxxvii) Copy of Supplemental Deed of Mortgage cum Charge dated 24<sup>th</sup> July, 2023 made between CCI Projects, therein referred to as "Company" and the Company, therein referred to as "CCIL" (therein collectively referred to as the "Mortgagors") and Vistra, therein referred to as the "Debenture Trustee" and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/15582 of 2023.



(xxxviii) Copy of Certificate of Registration dated 5<sup>th</sup> April, 2023 bearing No. P51800050351 issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C".

(xxxix) Copy of re-endorsed Commencement Certificate by MCGM dated 20<sup>th</sup> February, 2023, bearing reference No. CHE/A-3016/BP(WS)/AR/FCC/5/Amend

c) 7/12 Extract or Property Card:

On perusal of the digital copy of the Property Register Card issued by the Superintendent, Mumbai City Survey and Land Records on 20<sup>th</sup> January, 2023, we observe that the name of the Owner appears in the holders column in respect of the land bearing CTS No. 165 of which the said Property forms part.

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d) Search reports:

Search Report dated 25<sup>th</sup> December, 2022 of Mr. Sachin Pawar from the year 1950 to 2022 for the searches taken in the office of the concerned Sub-Registrar of Assurances in respect of the said Property.

2. On perusal of the above mentioned documents and all other relevant documents relating to title of the said Property, and on the basis of and subject to what is stated in our three Reports on Title all dated 29<sup>th</sup> August, 2019 and our Report on Title dated 17<sup>th</sup> August, 2020 bearing Reference No. SV/1877/2020 read with Supplemental Report on Title dated 23<sup>rd</sup> February, 2023 bearing reference No. SV/726/2023 and Further Supplemental Report on Title dated 29<sup>th</sup> September, 2023 bearing reference No. SV/3595/2023 (which are annexed hereto as Annexure-A collectively and hereinafter referred to "the said Reports on Title"), we are of the opinion that, subject to all what is mentioned in the said Reports on Title including the mortgage as mentioned therein, the title of the Owner, viz. Cable Corporation of India Limited as the Owner of the said Property is clear and marketable and CCI Projects is entitled to the same as the Developer.

3. Owner of the Property:

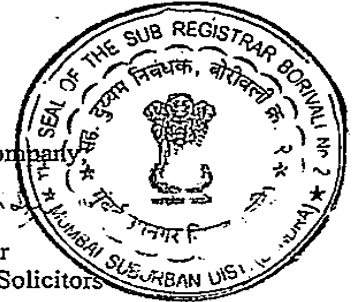
The Owner, i.e. Cable Corporation of India, is the Owner of the said Property and the Developer, i.e. CCI Projects Private Limited has been granted development rights to develop the said Property. The flow of title in respect of the said Property is recited in the said Reports on Title.

4. As stated above, the said Reports on Title reflecting the flow of the title of the Owner, viz. Cable Corporation of India as the owner of and the Developer, i.e. CCI Projects Private Limited as the developer to develop the said Property are enclosed herewith as Annexure-A collectively.

Encl: Annexure-A.

Date: 29<sup>th</sup> September, 2023

Kanga and Company  
S.B. Kanga  
Partner  
Advocates and Solicitors

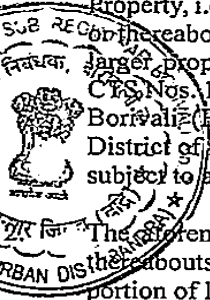


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**FURTHER SUPPLEMENTAL REPORT ON TITLE**

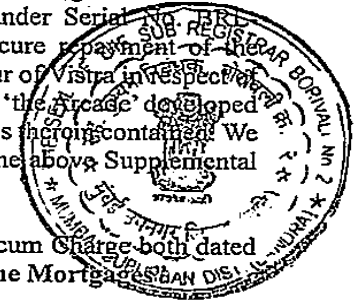
Re: All that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts together with the buildings or structures standing thereon falling within the land bearing CTS No. 165 forming part of the larger property admeasuring 1,51,327.90 square metres or thereabouts bearing CTS Nos. 165, 163A/1 and 163A/2 situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra (hereinafter referred to as "the said Property").

1. We have by our three Reports on Title all dated 29<sup>th</sup> August, 2019, our Report on Title dated 17<sup>th</sup> August, 2020 bearing Reference No. SV/1877/2020 and our Supplemental Report on Title dated 23<sup>rd</sup> February, 2023 bearing Reference No. SV/726/2023 certified the title of Cable Corporation of India Limited (hereinafter referred to as "the Company") as the Owner and CCI Projects Private Limited (hereinafter referred to as "CCI Projects") as the developer to *inter alia* the said Property, i.e., all that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts together with the buildings or structures standing thereon out of the larger property admeasuring 1,51,327.90 square metres or thereabouts bearing CTS Nos. 165, 163A/1 and 163A/2 situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra as being clear and marketable subject to all that is mentioned therein.  


The aforementioned larger property admeasuring 1,51,327.90 square metres or thereabouts is hereinafter referred to as "the said Plot". Out of the said Plot the portion of land admeasuring 57,825.78 square metres or thereabouts is hereinafter referred to as "the said Property" (forming part of the land bearing CTS No. 165) and is more particularly described in the Schedule hereunder written. An area admeasuring 24,187 square meters or thereabouts (in which there are no buildings or structures) out of the said Property is hereinafter referred to as "the said Vacant Property".
3. The Supplemental Report on Title dated 23<sup>rd</sup> February, 2023 bearing Reference No. SV/726/2023, the Report on Title dated 17<sup>th</sup> August, 2020 bearing Reference No. SV/1877/2020 along with the three Reports on Title all dated 29<sup>th</sup> August, 2019 annexed thereto, are hereinafter collectively referred to as "the Reports on Title" and copies of the same are hereto annexed as Annexure "A".

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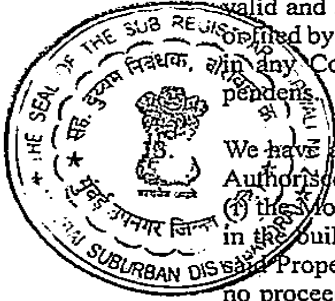
4. We have now been requested to issue a Further Supplemental Report on Title in respect of the said Property.
5. In the Supplemental Report on Title dated 23<sup>rd</sup> February, 2023 bearing Reference No. SV/726/2023, we had *inter alia* stated that by and under a Deed of Mortgage dated 2<sup>nd</sup> February, 2023 made between CCI Projects, therein referred to as "Company" and the Company, therein referred to as "CCIL" (therein collectively referred to as the "Mortgagors") and Vistra ITCL (India) Limited (hereinafter referred to as "Vistra"), therein referred to as the "Debenture Trustee" and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/2112 of 2023 ("the said Mortgage"), the Company and CCI Projects to secure repayment of the mortgage debt, created a charge in favour of Vistra in respect of *inter alia* the said Vacant Property alongwith the present and future construction thereon, on the terms and conditions therein contained.
6. Thereafter, by and under a Supplemental Deed of Mortgage cum Charge dated 24<sup>th</sup> July, 2023 made between CCI Projects, therein referred to as "Company" and the Company, therein referred to as "CCIL" (therein collectively referred to as the "Mortgagors") and Vistra, therein referred to as the "Debenture Trustee" and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/15583 of 2023, the Company and CCI Projects to secure repayment of the mortgage debt, created a first and exclusive charge in favour of Vistra in respect of *inter alia* ground + 1 level structure standing on a portion of land admeasuring 3436 square meters out of the said Property, on the terms and conditions therein contained. We understand from the Form CHG-9 that the above Supplemental Deed of Mortgage cum Charge dated 24<sup>th</sup> July, 2023 is a modification to the said Mortgage, whereby additional security was mortgaged.
7. By and under a Supplemental Deed of Mortgage cum Charge dated 24<sup>th</sup> July, 2023 made between CCI Projects, therein referred to as "Company" and the Company, therein referred to as "CCIL" (therein collectively referred to as the "Mortgagors") and Vistra, therein referred to as the "Debenture Trustee" and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/15582 of 2023, the Company and CCI Projects to secure repayment of the mortgage debt, created a first and exclusive charge in favour of Vistra in respect of *inter alia* four commercial units in the component known as 'the Arcade' developed on a portion of the said Property, on the terms and conditions therein contained. We have not been furnished with Form CHG-9 in respect of the above Supplemental Deed of Mortgage cum Charge dated 24<sup>th</sup> July, 2023.
8. The said Mortgage and Supplemental Deeds of Mortgage cum Charge both dated 24<sup>th</sup> July, 2023 are hereinafter collectively referred to as "the Mortgage".
9. Further, by and under Certificate of Registration dated 5<sup>th</sup> April, 2023 bearing No. P51800050351 issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "Rivali Park-Sunburst" being constructed on a portion of the said Property has been duly registered under the



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Real Estate (Regulation and Development) Act, 2016 for a period commencing from 5<sup>th</sup> April, 2023 and ending with 31<sup>st</sup> August, 2028, subject to the terms and conditions mentioned therein.

10. MCGM has also re-endorsed the Commencement Certificate dated 20<sup>th</sup> February, 2023, bearing reference No. CHE/A-3016/BP(WS)/AR/FCC/5/Amend and has thereby permitted the Company to construct upto second podium level as per approved amended plans dated 22<sup>nd</sup> November, 2022 in the manner stated therein. We have been informed that the re-endorsement relates to project named "Rivali Park-Sunburst" being constructed on a portion of the said Property.
11. The Company has confirmed that CCI Projects as Developer, has been and continues the development of the said Property and in pursuance thereof have allotted/will be allotting and have entered into/ will be entering into Agreements for Sale, in respect of flats/units/areas in the buildings/structures constructed/ to be constructed on the said Property from time to time.
12. We have perused the Declaration dated 29<sup>th</sup> September, 2023 of Rohan Hitendra Khatau, Director of the Company, *inter alia* declaring that (a) save and except (i) the Mortgages, and (ii) the present and future allotment/sale of flats/units/areas in the buildings/structures constructed/to be constructed on the said Property, the said Property is free from any mortgages and/or encumbrances, (b) the development rights/ the rights of CCI Projects under the Agreement for Project Management and Co-ordination and the addendums thereto as the chief project manager and coordinator in respect of the said Property, as mentioned in our Reports on Title, is valid and subsisting; and (ii) there are no proceedings or suits adopted, instituted or filed by or against the Company in respect of the said Property or any part thereof in any Court, tribunal or authority and the said Property is not under any lis pendens.  
 We have also perused the Declaration dated 29<sup>th</sup> February, 2023 of Raunaq Rathi, Authorised Signatory of CCI Projects, *inter alia* declaring that (a) save and except (i) the Mortgages, and (ii) the present and future allotment/sale of flats/units/areas in the buildings/structures constructed/to be constructed on the said Property, the said Property is free from any mortgages and/or encumbrances and (b) There are no proceedings or suits adopted, instituted or filed by or against CCI Projects in respect of its development rights and/or its rights as chief project manager and co-ordinator under the Agreement for Project Management and Co-ordination and the addendums thereto, as mentioned in our Reports on Title, in respect of the said Property or part thereof, in any Court, tribunal or authority and the said Property is not under any lis pendens.
14. We have, for the purpose of this Further Supplemental Report on Title, at the instructions of the Company and CCI Projects, not issued any public notice(s) in local newspapers and not caused RoC web-portal searches for charges to be carried out for investigating the title of the Company or CCI Projects with respect to the said Property and we have relied on the documents provided and the statements,



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representations and declarations made by the Company and CCI Projects to us, and we have relied upon the Search Report dated 29<sup>th</sup> September, 2023 issued by Mr. D.K Patil to us for searches carried out in the concerned offices of Sub- Registrar of Assurances from 2022 to 2023 in respect of the land bearing CTS No. 165 of which the said Property forms part.

15. It may be noted that:

- (a) We have not visited/ inspected any part of the said Property or any part thereof;
- (b) We have not inspected originals of any of the documents of title or other papers referred herein.
- (c) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and
- (d) We have solely relied upon the documents/papers perused by us as mentioned hereinabove and on the statements, representations and declarations made by the Company and CCI Projects.
- (e) The following has been assumed by us:
  - (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
  - (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (f) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates, employees, in connection with the preparation or the issue of this further Supplemental Report on Title, exceed the professional fees paid by the Company to us in that behalf.

16. On the basis and subject to the above and subject to the mortgages mentioned herein and in our Reports on Title, in our opinion the title of the Company, viz. Cable Corporation of India Limited as the Owner of the said Property, i.e. land admeasuring 57,825.78 square meters is clear and marketable and CCI Projects is entitled to the same as the Developer (vide the two Development Agreements both dated 10<sup>th</sup> February, 2005) and as the chief project manager and co-ordinator (vide the Agreement for Project Management and Co-ordination and the addendums thereto), in respect thereof.

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**THE SCHEDULE ABOVE REFERRED TO:**  
(Description of the "the said Property")

All that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts falling within the land bearing CTS No. 165 forming part of the larger property admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra.

Dated this 29<sup>th</sup> day of September 2023.

Kanga and Company,

*B. B. Kanga*

Partner



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SUPPLEMENTAL REPORT ON TITLE

Re: All that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts together with the buildings or structures standing thereon falling within the land bearing CTS No. 165 forming part of the larger property admeasuring 1,51,327.90 square metres or thereabouts bearing CTS Nos. 165,163A/1 and 163A/2 situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra ("the said Property").

TO WHOMSOEVER IT MAY CONCERN

1. We have by our three Reports on Title all dated 29<sup>th</sup> August, 2019 and our Report on Title dated 17<sup>th</sup> August, 2020 bearing Reference No. SV/1877/2020, certified the title of Cable Corporation of India Limited ("the Company") as the Owner and CCI Projects Private Limited (hereinafter referred to as "CCI Projects") as the developer to *inter-alia* the said Property, i.e. all that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts together with the buildings or structures standing thereon out of the larger property admeasuring 1,51,327.90 square metres or thereabouts bearing CTS Nos. 165,163A/1 and 163A/2 situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra as being clear and marketable subject to all that is mentioned therein.
2. The aforementioned larger property admeasuring 1,51,327.90 square metres or thereabouts is hereinafter referred to as "the said Plot". Out of the said Plot the portion of land admeasuring 57,825.78 square metres or thereabouts is hereinafter referred to as "the said Property" (and forming part of the

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land bearing CTS No. 165) and an area admeasuring 24,187 square metres or thereabouts (on which there are no buildings or structures) out of the said Property is hereinafter referred to as "the said Vacant Property". The plan of the larger property earmarking the said Property in green colour boundary line and the said vacant Property in red colour boundary line is annexed hereto as Annexure "A" and the said Property is more particularly described in the Schedule hereunder written.

3. The Report on Title dated 17<sup>th</sup> August, 2020 bearing Reference No. SV/1877/2020 along with the three Reports on Title all dated 29<sup>th</sup> August, 2019 annexed thereto, are hereinafter collectively referred to as "the Reports on Title" and copies of the same are hereto annexed as Annexure "C".
4. As mentioned in Paragraph A4 on page 4 of our Report on Title dated 17<sup>th</sup> August, 2020, we have recorded that the said Property forms part of the therein referred Plot-A, i.e. the said Property out of the said Plot.
5. The Company has confirmed that CCI Projects as Developer, has been and continues the development of the said Property and in pursuance thereof have allotted/will be allotting and have entered into/ will be entering into Agreements for Sale, in respect of flats/units/areas in the buildings/structures constructed/ to be constructed on the said Property from time to time.



By and under the letter dated 9<sup>th</sup> November, 2020 issued by the Deputy Chief Engineer (BP) WS-II, Municipal Corporation of Greater Mumbai (MCGM), approval to the amended layout in respect of *inter-alia* the said Property was accorded by MCGM. On perusing the approved plans annexed to the letter dated 9<sup>th</sup> November, 2020 we observe that the area earmarked as 'AGS-II' is mentioned as 3931.91 square meters.

We have now been requested to issue a Supplemental Report on Title with respect to the said Property. We have further also been informed by the Company that the said Property comprises of the following (the same have also been demarcated on the plan annexed as Annexure "A" hereto):

- (a) the residential buildings known as 'Whitespring', 'Wintergreen' and commercial component known as 'The Arcade' forming part of the project known as 'Rivali Park' that have been constructed on a

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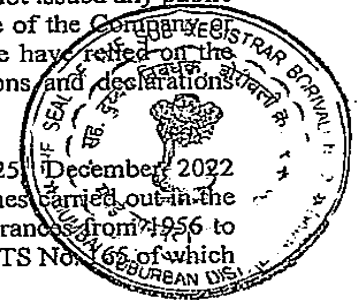


portion admeasuring 26,271 square meters or thereabouts out of the said Property. The occupation certificate in respect of the residential buildings known as 'Whitespring' and 'Wintergreen' has been obtained. By and under a certificate of registration dated 18th May, 2020 bearing No. P51800018662, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "The Arcade" being constructed on a portion of the said Property has been duly registered under the Real Estate (Regulation and Development) Act, 2016 for a period commencing from 22nd November, 2018 and ending with 31st December, 2022, subject to the terms and conditions mentioned therein. The Company has also confirmed that CCI Projects is in process for obtaining the extension certificate for the project named "the Arcade" from the Authority;

- (b) another Ground + 1 level structure standing on a portion of land admeasuring 3436 square meters out of the said Property;
- (c) a portion of the said Property admeasuring 3,931.91 square meters has been earmarked as 'AOS-II' as more particularly recited hereinabove; and
- (d) the said Vacant Property, i.e. the balance land admeasuring 24,187 square meters out of the said Property which is vacant with no construction thereon. The Company has also informed us that CCI Projects proposes to commence development on the said Vacant Property by constructing new buildings/structures thereon.

8. For the purpose of this Supplemental Report, we have not issued any public notice(s) in local newspapers for investigating the title of the Company/CCI Projects with respect to the said Property and we have relied on the documents provided and the statements, representations and declarations made by the Company and CCI Projects to us, and:

- (a) We have relied upon the Search Report dated 25 December, 2022 submitted by Mr. Sachin Pawar to us for searches carried out in the concerned offices of the Sub-Registrar of Assurances from 1956 to December, 2022 in respect of the land bearing CTS No. 65 of which



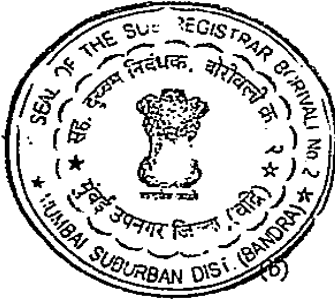
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the said Property forms part. We have not caused any searches pursuant to December, 2022.

- (b) We have relied upon Search Reports (i) dated 22<sup>nd</sup> December, 2022 in respect of CCI Projects and the other (ii) dated 23<sup>rd</sup> December, 2022 in respect of the Company issued by M/s Komal Thakkar & Co., practicing Company Secretary, who conducted searches on the web-portal of the Ministry of Corporate Affairs in respect of mortgages/charges created on the said Property, by the Company and CCI Projects respectively upto December, 2022. We have not caused any searches pursuant to December, 2022.

9. In our said Reports on Title we had mentioned that :

- i. the Company and CCI Projects had, under a Deed of Mortgage dated 30<sup>th</sup> November, 2017 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/13418 of 2017 created a charge, in favour of Indiabulls Housing Finance Limited (hereinafter referred to as "IHFL"), on the properties more particularly described therein. Pursuant thereto:

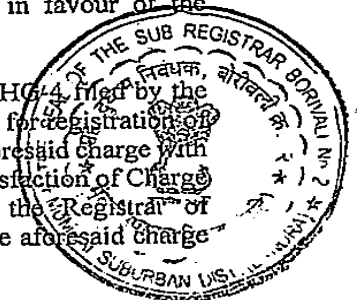


- (a) On perusing the Deed of Re-conveyance dated 19<sup>th</sup> March, 2020 and registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BDR-4-3622-of 2020, we observe that IHFL has released and reconveyed its mortgage and charge over the portion of land admeasuring 32,928.27 square meters, being the Plot-B (more particularly described in the Reports on Title) and the portion of land admeasuring 4,123 square meters (earlier identified as AOS Plot - II) in favour of the Company and CCI Projects;

Thereafter, by and under a Deed for Release of Mortgage dated 16<sup>th</sup> February, 2023 and registered with the office of the Sub-Registrar of Assurances at Borivali No. 3 under Serial No. BRL3-2037 of 2023, IHFL released its mortgage/charge over *inter-alia* the said Property in favour of the Company and CCI Projects;

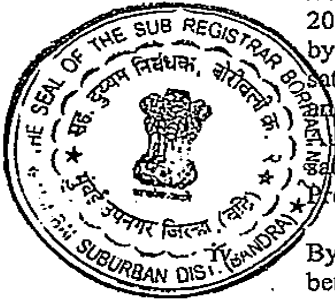
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- (c) In view thereof, the mortgage created under the said Deed of Mortgage dated 30<sup>th</sup> November, 2017 has been satisfied. We have been informed by the Company that the Form CHG-4 to be filed by the Company and CCI Projects with the Registrar of Companies for registration of satisfaction of charge with respect to the aforesaid charge is in process.
- ii. By and under a Debenture Trust Deed dated 31<sup>st</sup> January, 2020 made between SBICAP Trustee Company Limited ("SBICAP"), therein referred to as 'the Debenture Trustee', CCI Projects, therein referred to as 'the Company', the Company, therein referred to as 'the Sponsor' and (i) Mr. Hiten Khatau and (ii) Mr. Rohan Khatau, therein referred to as 'the Promoters' and registered with the office of the Sub-Registrar of Assurances at Borivali No. 4 under Serial No. BRL5-1457 of 2020 (read with the Deed of Rectification dated 13<sup>th</sup> February, 2020 and registered with the Office of the Sub-Registrar of Assurances at Borivali No. 4 under Serial No. BRL4-2081 of 2020), a first and exclusive charge was created inter-alia on the said Property, in the manner therein contained and subject to *inter-alia* the proviso for redemption of the mortgage contained therein. Pursuant thereto :
- (a) By and under a Deed of Re-conveyance dated 8<sup>th</sup> February, 2022 made between SBICAP of the First Part, CCI Projects, therein referred to as CCIPPL of the Second Part and the Company, therein referred to as the Sponsor of the Last Part and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-8/1726 of 2022, SBICAP has duly released and reconveyed its mortgage and charge over *inter-alia* the said Property in favour of the Company and CCI Projects;
- (b) Further, we have also perused the Form CHG-4 filed by the Company with the Registrar of Companies for registration of satisfaction of charge with respect to the aforesaid charge with SBICAP and also the Memorandum of Satisfaction of Charge dated 23<sup>rd</sup> November, 2021 issued by the Registrar of Companies recording the satisfaction of the aforesaid charge with SBICAP in favour of CCI Projects.



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iii. As mentioned in the said Reports on Title, the Company and CCI Projects had, under Deed of Mortgage dated 22<sup>nd</sup> May 2018 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/6288 of 2018 created a charge, in favour of Ambit Finvest Private Limited ("AFPL"), on the properties more particularly described therein. By and under another Deed of Mortgage dated 9<sup>th</sup> March, 2020 made between CCI Projects, therein referred to as "the Borrower/First Mortgagor" of the First Part, the Company, therein referred to as "the Second Mortgagor" of the Second Part and AFPL, therein referred to as "the Mortgagee/Lender" of the Last Part, and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-4/3245 of 2020, the Parties agreed to modify the terms of Deed of Mortgage dated 22<sup>nd</sup> May, 2018 and pursuant thereto the Company and CCI Projects created a first ranking and exclusive charge on 4 (four) flats together with 8 (eight) car parking spaces in the building known as "Whitespring" constructed on the a portion of the said Property, and more particularly described in the Schedule 1 therein on the terms and conditions and in the manner therein contained. The Company has informed us that pursuant to the above, the charge/mortgage created by the aforesaid Deed of Mortgage dated 22<sup>nd</sup> May, 2018 modified by the Deed of Mortgage dated 9<sup>th</sup> March, 2020 has been satisfied. We have also perused the Form CHG-4 filed by the Company with the Registrar of Companies for registration of satisfaction of charge with respect to the aforesaid charge with AFPL and also the Memorandum of Satisfaction of Charge dated 11<sup>th</sup> August, 2021 issued by the Registrar of Companies recording the satisfaction of the aforesaid charge with AFPL in favour of CCI Projects

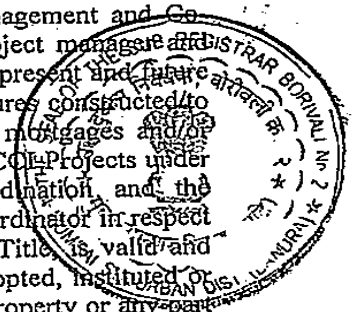


By and under a Deed of Mortgage dated 21<sup>st</sup> December, 2021 made between CCI Projects, therein referred to as "the Mortgagor" of the One Part and IDBI Trusteeship Services Limited ("IDBI"), therein referred to as "the Mortgagee/Security Trustee" of the Other Part and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-8/14744 of 2021, CCI Projects created a charge in favour of IDBI, on *inter-alia* on the first floor of the Sales office constructed on a portion of land admeasuring 3436 square

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meters forming part of the said Property along with proportionate rights of CCI Projects therein in the manner therein contained. Pursuant thereto, by and under a Deed for Release of Mortgage dated 16<sup>th</sup> February, 2023 and registered with the office of the Sub-Registrar of Assurances at Borivali No. 3 under Serial No. BRL3-2038 of 2023, IDBI released its charge created under the aforesaid Deed of Mortgage dated 21<sup>st</sup> December, 2021 in favour of CCI Projects. In view thereof, the said aforesaid charge in favour of IDBI has been satisfied. We have been informed by the Company that the Form CHG-4 to be filed by the Company and CCI Projects with the Registrar of Companies for registration of satisfaction of charge with respect to the aforesaid charge is in process.

10. By and under a Deed of Mortgage dated 2<sup>nd</sup> February, 2023 made between CCI Projects, therein referred to as "Company" and the Company, therein referred to as "CCIL" (therein collectively referred to as the "Mortgagors") and Vistra ITCL (India) Limited ("Vistra"), therein referred to as the "Debenture Trustee" and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-6/2112 of 2023 ("the said Mortgage"), the Company and CCI Projects to secure repayment of the mortgage debt, created a charge in favour of Vistra in respect of inter-alia the said Vacant Property alongwith the present and future construction thereon, on the terms and conditions therein contained
11. We have perused the Declaration dated 23<sup>rd</sup> February, 2023 of Mr. Rohan Hritendra Khatau, Director of the Company, *inter alia*, declaring that (a) save and except (i) the said Mortgage, (ii) the development rights vide the two Development Agreements both dated 10th February, 2005 and the rights of CCI Projects under the Agreement for Project Management and Co-ordination and the addendums thereto as the chief project manager and coordinator in respect of the said Property, and (iii) the present and future allotment/sale of flats/units/areas in the buildings/structures constructed to be constructed on the said Property, is free from any mortgages and/or encumbrances (b) the development rights/ the rights of CCI Projects under the Agreement for Project Management and Co-ordination and the addendums thereto as the chief project manager and coordinator in respect of the said Property, as mentioned in our Reports on Title, is valid and subsisting; and (c) there are no proceedings or suits adopted, instituted or filed by or against the Company in respect of the said Property or any part



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thereof in any Court, tribunal or authority and the said Property is not under any lis pendens.

12. We have also perused the Declaration dated 23<sup>rd</sup> February, 2023 of Mr. Raunaq Rathi, Authorised Signatory of CCI Projects Private Limited, *inter alia*, declaring that (a) save and except (i) the said Mortgage, (ii) the development rights vide the two Development Agreements both dated 10th February, 2005 and the rights of CCI Projects under the Agreement for Project Management and Co-ordination and the addendums thereto as the chief project manager and coordinator in respect of the said Property, and (iii) the present and future allotment/sale of flats/units/areas in the buildings/structures constructed/to be constructed on the said Property, the said Property is free from any mortgages and/or encumbrances and (b) There are no proceedings or suits adopted, instituted or filed by or against CCI Projects in respect of its development rights and/or its rights as chief project manager and co-ordinator under the Agreement for Project Management and Co-ordination and the addendums thereto, as mentioned in our Reports on Title, in respect of the said Property or part thereof, in any Court, tribunal or authority and the said Property is not under any lis pendens.

13. **DISCLAIMER :**

It may be noted that:



We have not visited/ inspected any part of the said Property or any part thereof;

We have not inspected originals of any of the documents of title or other papers referred herein. We have inspected originals of the documents of title referred to in the Reports on Title, which are listed in the Annexure "B" annexed hereto.

The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and

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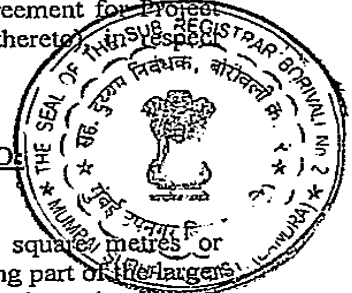
- (d) We have solely relied upon the documents/papers perused by us as mentioned hereinabove and on the statements, representations and declarations made by the Company and CCI Projects.
- (e) The following has been assumed by us:
- (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
- (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (f) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid by the Company to us in that behalf.

14. **CONCLUSION:**

On the basis and subject to the above and subject to the said Mortgage mentioned herein and in our Reports on Title, in our opinion the title of the Company, viz. Cable Corporation of India Limited as the Owner of the said Property i.e. land admeasuring 57,825.78 square meters is clear and marketable and CCI Projects is entitled to the same as the Developer (vide the two Development Agreements both dated 10<sup>th</sup> February, 2005) and as the chief project manager and co-ordinator (vide the Agreement for Project Management and Co-ordination and the addendums thereto) thereof.

**THE SCHEDULE ABOVE REFERRED TO:**  
(Description of the "the said Property")

All that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts falling within the land bearing CTS No. 165 forming part of the property admeasuring 1,51,327.90 square metres or thereabouts situated at Village



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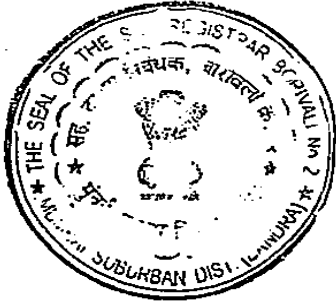
Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra and more particularly marked in green colour boundary line in the plan annexed as Annexure A hereto.

Dated this 23<sup>rd</sup> day of February, 2023.

Kanga & Company,

*L.S. Kanga*

Partner



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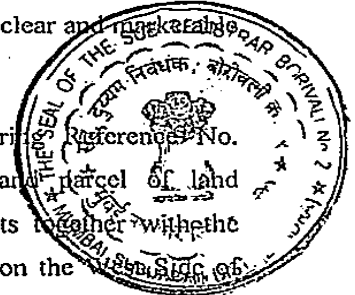
REPORT ON TITLE

Re: All that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts together with the buildings or structures standing thereon forming part of the larger property admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra falling within CTS Nos. 165,163A/1 and 163A/2 ("the said Property").

TO WHOMSOEVER IT MAY CONCERN

I. We have, by our following Reports on Title certified the title of Cable Corporation of India Limited ("the Company") as being clear and unencumbered subject to all that is mentioned therein :-

- (i) Report on Title dated 29<sup>th</sup> August, 2019 bearing Reference No. SV/5021/2019 in respect of all that piece and parcel of land admeasuring 52,418 square metres or thereabouts together with the buildings or structures standing thereon, located on the larger plot admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City falling within CTS Nos. 165,163A/1 and 163A/2 (hereinafter referred to as "the First Property");



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(ii) Report on Title 29<sup>th</sup> August, 2019 bearing Reference No.SV/5020/2019 in respect of all that piece and parcel of land admeasuring 34,900 square metres or thereabouts together with the buildings or structures standing thereon, located on the East Side of the larger plot admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City falling within CTS Nos. 165,163A/1 and 163A/2 (hereinafter referred to as "the Second Property"). We have also certified the title of CCI Projects Private Limited (hereinafter referred to as "CCI Projects") as developer therein; and

(iii) Report on Title dated 29<sup>th</sup> August, 2019 bearing Reference No.SV/5022/2019 in respect of all that piece and parcel of land admeasuring 3,436 square metres or thereabouts together with the buildings or structures standing thereon, forming part of the larger plot admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra falling within CTS Nos. 165,163A/1 and 163A/2 (hereinafter referred to as "the Third Property").



The said plot admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City is hereinafter referred to as "the said Plot" and is more particularly described in the First Schedule hereunder written.

The said First Property, the said Second Property and the said Third Property, in aggregate, collectively admeasure 90,754 square metres and are hereinafter collectively referred to as "the said Larger Property" and more particularly described in the Second Schedule hereunder written. The plan of the said

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Larger Property is marked in green colour boundary line and annexed hereto as Annexure I.

The 3 (three) Reports on Title dated 29<sup>th</sup> August, 2019 bearing Reference No.SV/5021/2019, SV/5020/2019 and SV/5022/2019 are collectively referred to as "the Reports on Title". The copies of the Reports on Title are hereto annexed as Annexure IIA, IIB and IIC respectively.

II. We have now been requested to issue a Report on Title with respect to the said Property (defined below) in view of the subsequent developments and in connection with the said Larger Property. For the purpose of this report, we have not caused any searches in the office of the Sub-registrar of Assurances or on the online portal of the ministry of corporate affairs and have solely relied on the documents mentioned herein and the statements, representations and declarations made by the Company and CCI Projects to us.

A. AMENDED LAYOUT :

1. By and under an Undertaking dated 1<sup>st</sup> April, 2019 (hereinafter referred to as the "MMRDA Undertaking") executed by the Company in favour of Mumbai Metropolitan Region Development Authority ("MMRDA"), the Company agreed to:

- (i) surrender to MMRDA (a) land admeasuring 171.36 square meters and (b) land admeasuring 107.94 square meters and collectively admeasuring about 279.30 square meters out of the said Larger Property (hereinafter referred to as "the portion surrendered to MMRDA"); and
- (ii) permit MMRDA to temporarily use land admeasuring about 245.75 square meters out of the said Larger Property ("the portion for temporary use to MMRDA") on a gratuitous basis, on the terms and conditions therein mentioned.



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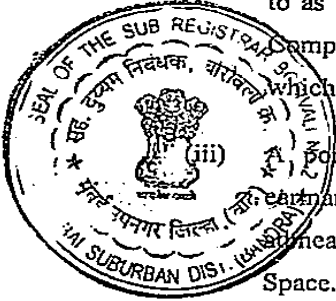
We have been informed by the Company that the portion agreed to be surrendered to MMRDA and the portion for temporary use to MMRDA has already been handed over to the MMRDA.

2. By and under its letter dated 18<sup>th</sup> February, 2020 ("Approved Layout") issued by the Deputy Chief Engineer (BP) WS-II, Municipal Corporation of Greater Mumbai ("MCGM"), approval to the amended layout/sub-division/amalgamation of the said Plot admeasuring 1,51,327.90 square metres or thereabouts comprising of *inter-alia* the said Larger Property, was accorded on the terms and conditions mentioned therein.

3. On perusal of the Approved Layout, we observe as follows :

(i) The said Plot have been divided into two plots viz. (i) Plot - A admeasuring 1,18,243.98 square meters, and (ii) Plot - B admeasuring 32,928.27 square meters (hereinafter referred to as 'Plot-A' and 'Plot-B' respectively)

(ii) A portion of land admeasuring 2,530 square meters and therein referred to as the 'AOS' has been earmarked. We have been informed by the Company that this portion is the Maternity Home and Dispensary which has been handed over to the MCGM.



(iii) A portion of land admeasuring 4,123.89 square meters has been earmarked as the 'AOS-II'. We also observe that this portion of land admeasuring 4,123.89 square meters corresponds to the 7.5% Amenity Space.

(iv) A remark stating 'Existing Workshop Building to be Demolished' appears in place of the said Third Property.

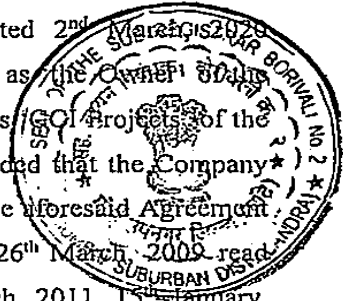
4. We have been informed by the Company that a portion of the Larger Property admeasuring 57,825.78, now forms part of the said Plot - A and the balance portion of the Larger Property admeasuring 32,928.27 square meters constitutes the said Plot - B.

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5. In view of the above, the Larger Property comprising of the First Property, the Second Property and the Third Property now admeasures 90,754.05 sq. meters and is now divided as follows :
- (i) a portion admeasuring 57,825.78 forming part of the said Plot - A, and
  - (ii) the balance portion admeasuring 32,928.27 square meters constituting the said Plot - B.

B. TITLE :

1. As mentioned in the said Reports on Title, CCI Projects is entitled to the Development Rights in respect of the Second Property and vide Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March, 2009 read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017, CCI Projects were appointed as Chief Project Manager and Coordinator to co-ordinate and manage the project and development of the First Property and the Third Property. Thereafter, by and under the Fourth Addendum Agreement dated 2<sup>nd</sup> March 2028 executed between the Company, therein referred to as the Owner, On the One Part and CCI Projects, therein also referred to as CCI Projects of the Other Part, the Parties therein have *inter alia* recorded that the Company has received its share of revenue receivable under the aforesaid Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March 2009 read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017, and therefore, apart from the retention of formal ownership title in respect of the First and Third Property, the Company shall have no right, title, benefits and privileges including the economic interests in the said First and Third Property and CCI Projects will be entitled to all the rights, interest, benefits and privileges in the said First Property and Third Property.

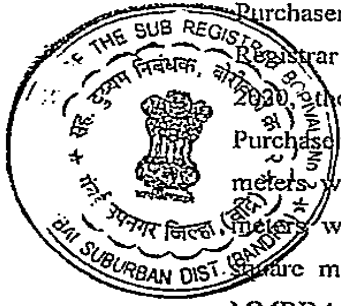


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2. By and under an Indenture of Conveyance dated 9<sup>th</sup> March, 2020 executed between the Company, therein referred to as "the Vendor" of the One Part and CCI Projects, therein referred to as "the Purchaser" of the Other Part and registered with the Office of the sub-Registrar of Assurances at Borivali No. 4 under Serial No. BRL-4/3243 of 2020, the Company granted, conveyed, sold transferred assured and assigned unto CCI Projects a portion of land admeasuring 18,699.33 square meters out of the said Plot - B subject to the right and entitlement of MMRDA under the MMRDA Undertaking (recited hereinabove) and for the consideration as mentioned therein. We have been informed by the Company that this area of 18,699.33 square meters earlier formed part of the Second Property.

3. In view of the above, the said CCI Projects became entitled to a portion of land admeasuring 18,699.33 square meters out of the said Plot - B.

4. By and under an Indenture of Conveyance dated 19<sup>th</sup> March, 2020 executed between the Company, therein referred to as 'Owner 1' and CCI Projects, therein referred to as 'Owner 2' and therein collectively referred to as 'the Owners' of the One Part and (i) Radhakishan Shivkishan Damani, therein referred to as 'Purchaser 1' (ii) Derive Trading & Resorts Private Limited, therein referred to as 'Purchaser 2' and (iii) Avenue Supermarts Limited, therein referred to as 'Purchaser 3' and therein collectively referred to as 'the Purchasers' of the Other Part, and registered with the Office of the Sub-



Registrar of Assurances at Borivali No. 4 under Serial No. BLR4-3623 of 2020, the Owners therein granted sold conveyed and assured unto the Purchasers therein the said Plot - B (i.e. land admeasuring 14,228.89 square meters was sold by the Company and land admeasuring 18,699.33 square meters was sold by the CCI Project, collectively admeasuring 32,928.27 square meters) subject to the handing over of the portion surrendered to MMRDA together with the benefit of such surrender and together with the entitlement of the portion for temporary use to MMRDA, for the consideration and in the manner therein contained.

5. Pursuant to the above, the Company is the owner of land admeasuring 54,389.73 square meters or thereabouts together with the buildings or

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- structures standing thereon forming part of the said Plot – A (hereinafter referred to as “the said Property”) and more particularly described in the Third Schedule hereunder. The plan of the said Property is marked in red colour boundary line and annexed hereto as Annexure III.
6. The Company has with the assistance of CCI Projects continued the development of the said Property and in pursuance thereof have allotted/will be allotting and have entered into/ will be entering into Agreements for Sale, in respect of flats/units/areas in the buildings/structures constructed/ to be constructed on the said Property from time to time.
  7. By and under a certificate of registration dated 31<sup>st</sup> July, 2017 bearing No. P51800002287, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form “C”, the project named “Whitespring” has been duly registered under the Real Estate (Regulation and Development) Act, 2016. CCI Projects has completed construction of 2 towers of the said building “Whitespring”, which is standing on a portion of the said Property and has obtained 2 (two) Part Occupation Certificates bearing No.CHE/A-3016/BPWS/AR dated 29<sup>th</sup> October, 2016 and 15<sup>th</sup> November, 2018, in respect thereof.
  8. By and under a certificate of extension of registration dated 18<sup>th</sup> May, 2020 bearing No. P51800003067, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form “C”, the project named “Wintergreen” being constructed on a portion of the said Property, has been duly registered under the Real Estate (Regulation and Development) Act, 2016 for a period upto 30th June, 2021, subject to the terms and conditions mentioned therein.
  9. By and under a certificate of registration dated 18<sup>th</sup> May, 2020 bearing No. P51800018662, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form “C”, the project named “The Arcade” being constructed on a portion of the said Property has been duly registered under the Real Estate (Regulation and Development) Act, 2016 for a period



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commencing from 22<sup>nd</sup> November, 2018 and ending with 30<sup>th</sup> June, 2021, subject to the terms and conditions mentioned therein.

10. We have been informed that the buildings "Whitespring", "Wintergreen" and "The Arcade" mentioned in paragraph nos. B.7, B.8 and B.9 hereinabove, form part of the Project named "Rivali Park".

**C. MORTGAGES :**

1. As mentioned in the said Reports on Title, the Company and CCI Projects had, under Deed of Mortgage dated 30<sup>th</sup> November, 2017 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/13418 of 2017 created a charge, in favour of Indiabulls Housing Finance Limited (hereinafter referred to as "IHFL"), on the properties more particularly described therein. Pursuant thereto :

- (a) By and under its Letters both dated 31<sup>st</sup> January, 2020, IHFL granted its No-Objection for creation of first and exclusive charge and ceded its charge, in favour of Ambit Finvest Private Limited ("AFPL"), in respect of 4 (four) flats together with 8 (eight) car parking spaces in the building known as "Whitespring" in the project known as "Rivali Park" constructed on the said Property.



We have been informed by the Company that by and under a Deed of conveyance dated 19<sup>th</sup> March, 2020 and registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BDR-4-3622-of 2020, IHFL duly released and reconveyed its mortgage and charge over the said portion of land admeasuring 87.27 square meters, being the said Plot-B in favour of the Company and CCI Projects. We have however not been provided with a copy of the Deed of Re-conveyance and have solely relied upon the information provided by the Company.

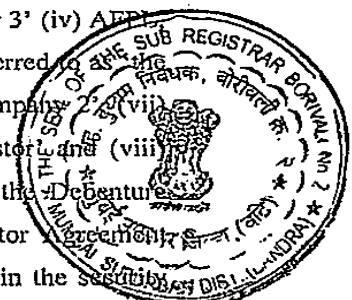
2. By and under a Debenture Trust Deed dated 31<sup>st</sup> January, 2020 made between SBICAP Trustee Company Limited, therein referred to as 'the Debenture Trustee', CCI Projects, therein referred to as 'the Company', the Company.

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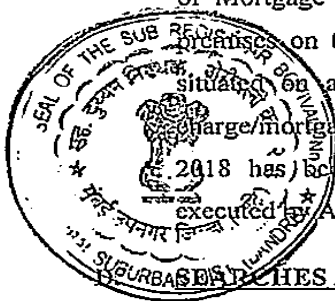
therein referred to as 'the Sponsor' and (i) Mr. Hiten Khatau and (ii) Mr. Rohan Khatau, therein referred to as 'the Promoters' and registered with the office of the Sub-Registrar of Assurances at Borivali No. 4 under Serial No. BRL5-1457 of 2020 (read with the Deed of Rectification dated 13<sup>th</sup> February, 2020 and registered with the Office of the Sub-Registrar of Assurances at Borivali No. 4 under Serial No. BRL4-2081 of 2020), a first and exclusive charge was created on the land admeasuring 50,267 square meters forming part of the said Property, in the manner therein contained and subject to *inter-alia* the proviso for redemption of the mortgage contained therein. We have been further informed by the Company that by and under a Deed of Hypothecation, as mentioned in Clause 9.1 (b) of the Debenture Trust Deed dated 31<sup>st</sup> January, 2020, a first and exclusive charge by way of hypothecation has been created *inter-alia* on receivables of (a) the completed building known as "Whitespring" constructed on the said Property and the units/apartments/areas therein, and (b) the building known as "Wintergreen" being constructed on the said Property and the units/apartments/areas therein. We have however, not been provided with a copy of the Deed of Hypothecation and have solely relied upon the information shared by the Company in respect thereof.

3. By and under an Inter-Creditor Agreement dated 31<sup>st</sup> January, 2020 executed between (i) IHFL, therein referred to as 'the Lendor 1' (ii) Indiabulls Commercial Credit Limited ("ICCL"), therein referred to as 'the Lendor 2' (iii) Beacon Trusteeship Limited, therein referred to as 'Lendor 3' (iv) APEE therein referred to as 'Lendor 4', (v) the Company, therein referred to as 'Company 1', (vi) CCI Projects, therein referred to as 'the Company 2' (vii) SWAMIH Investment Fund, therein referred to as 'the Investor' and (viii) SBICAP Trustee Company Limited, therein referred to as 'the Debenture Trustee', the parties therein pursuant to the said Inter-Creditor Agreement dated 31<sup>st</sup> January, 2020 *inter-alia* acknowledged the change in the securities created and perfected in their respective favours, for their benefit and recorded the same therein. We have been informed by the Company that the loan facility availed from ICCL has been fully paid and satisfied, however, we have not perused any documents/writings in respect thereof.



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4. As mentioned in the said Reports on Title, the Company and CCI Projects had, under Deed of Mortgage dated 22<sup>nd</sup> May 2018 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/6288 of 2018 created a charge, in favour of AFPL, on the properties more particularly described therein. By and under another Deed of Mortgage dated 9<sup>th</sup> March, 2020 made between CCI Projects, therein referred to as "the Borrower/First Mortgagor" of the First Part, the Company, therein referred to as "the Second Mortgagor" of the Second Part and AFPL, therein referred to as "the Mortgagee/Lender" of the Last Part, and registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-4/3245 of 2020, the Parties agreed to modify the terms of Deed of Mortgage dated 22<sup>nd</sup> May, 2018 and pursuant thereto the Company and CCI Projects created a first ranking and exclusive charge on 4(four) flats together with 8 (eight) car parking spaces in the building known as "Whitespring" constructed on the said Property, and more particularly described in the Schedule 1 therein on the terms and conditions and in the manner therein contained. The Company has informed us that pursuant to the above AFPL's charge has been limited only to the aforesaid first ranking and exclusive charge created by the afore-recited Deed of Mortgage dated 9<sup>th</sup> March, 2020 and save and except the commercial premises on the first floor admeasuring 16,374 square feet in the building situated on a portion of land on south side of the Third Property, the charge/mortgage created by the aforesaid Deed of Mortgage dated 22<sup>nd</sup> May, 2018 has been satisfied, however, no Deed of Re-conveyance has been executed by AFPL evidencing the same..



**SEARCHES AND PUBLIC NOTICES:**

1. We have, for the purpose of this Report on Title, at the instructions of the Company and CCI Projects, not issued any public notice(s) in local newspapers for investigating the title of the Company or CCI Projects with respect to the said Property nor have we caused any searches to be taken (i) on the web portal of Ministry of Corporate Affairs in respect of charges created by the Company over the said Property or (ii) in the records and offices of the concerned Sub-Registrar of Assurances.

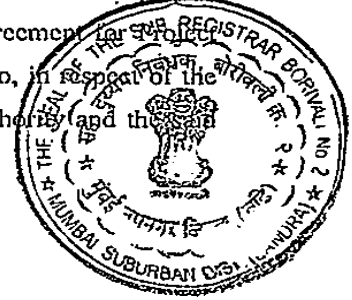
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**E. DECLARATION :**

1. We have perused the Declaration dated 17<sup>th</sup> August, 2020 of Mr. Rohan H. Khatau, Director of the Company, *inter alia*, declaring that (i) the said Property is free from any mortgages and/or encumbrances, subject however to (a) mortgages/charges of Indiabulls Housing Finance Limited, SBICAP Trustee Company Limited and Ambit Finvest Private Limited, (b) the development rights/ the rights of CCI Projects under the above mentioned Agreement for Project Management and Co-ordination and the addendums thereto as the chief project manager and coordinator in respect of the said Property and (c) the rights of the purchasers/allottees of the flats/units in the project "Rivali Park", is absolutely entitled to the said Property; and (ii) there are no proceedings or suits adopted, instituted or filed by or against the Company in respect of the said Property or part thereof in any Court, tribunal or authority and the said Property is not under any lis pendens.

2. We have also perused the Declaration dated 17<sup>th</sup> August, 2020 of Mr. Rohan H. Khatau, Director of the CCI Projects, *inter alia*, declaring that (i) Save and except (a) mortgages/charges of Indiabulls Housing Finance Limited, SBICAP Trustee Company Limited and Ambit Finvest Private Limited, and (b) the rights of the purchasers/allottees of the flats/units in the project "Rivali Park", the said Property is free from mortgages and/or encumbrances and (ii) There are no proceedings or suits adopted, instituted or filed by or against CCI Projects in respect of its development rights and/or its rights as chief project manager and co-ordinator under the above mentioned Agreement for Project Management and Co-ordination and the addendums thereto, in respect of the said Property or part thereof in any Court, tribunal or authority and the said Property is not under any lis pendens



**F. DISCLAIMER :**

It may be noted that:

(a) We have not visited/ inspected any part of the said Property or any part thereof;

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- (b) We have not inspected originals of any of the documents of title or other papers referred herein;
- (c) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and
- (d) We have solely relied upon the documents/papers perused by us as mentioned hereinabove and on the statements, representations and declarations made by the Company and CCI Projects.
- (e) The following has been assumed by us:
  - (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
  - (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and



In no circumstances, shall the cumulative liability, if any, of our firm Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid by the company to us in that behalf.

**CONCLUSION :**

On the basis and subject the above and subject to the mortgages/charges mentioned herein and in our Reports on Title and the rights of the purchasers/allottees of the Flats/Units in the project known as 'Rivali Park' being constructed on the said Property, in our opinion the title of the Company, viz. Cable Corporation of India Limited as the Owner of the said Property i.e. land admeasuring 54,389.73 square meters or thereabouts together with the buildings or structures standing thereon forming part of the said Plot - A, is clear and marketable and CCI Projects is entitled to the same

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as the Developer (vide the two Development Agreements both dated 10<sup>th</sup> February, 2005) and as the chief project manager and co-ordinator (vide the above mentioned Agreement for Project Management and Co-ordination and the addendums thereto), in respect thereof.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

*(Description of the "the said Plot")*

All those pieces and parcels of land admeasuring 151327.90 square metres or thereabouts together with the buildings or structures thereon situated at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Sub-District of Mumbai City in the State of Maharashtra bearing CTS Nos. 165, 163A/1 and 163A/2.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

*(Description of the "the Larger Property")*

All that piece and parcel of land admeasuring 90,754 square metres or thereabouts together with the buildings or structures standing thereon forming part of the larger property admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra falling within CTS Nos. 165, 163A/1 and 163A/2 and more particularly marked by a green colour boundary line in the plan annexed as Annexure I hereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

*(Description of the "the said Property")*

All that piece and parcel of land admeasuring 57,825.78 square metres or thereabouts together with the buildings or structures standing thereon forming part of the Larger Property situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the



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State of Maharashtra falling within CTS Nos. 165,163A/1 and 163A/2 and more particularly marked in red colour boundary line in the plan annexed as Annexure III hereto.

Dated this 17<sup>th</sup> August, 2020.

Kanga & Company,

*S.S. Vaidya*  
Partner



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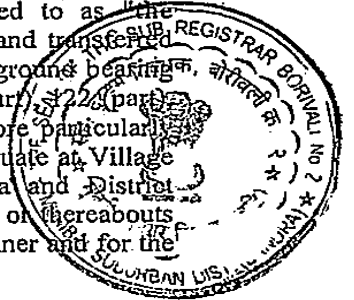
REPORT ON TITLE

Re: All those pieces and parcels of land admeasuring 34,900 square metres or thereabouts together with the buildings or structures standing thereon and situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra forming part of the larger property admeasuring 1,51,327.90 square metres or thereabouts falling within CTS Nos. 165, 163A/1 and 163A/2 ("the said Property").

TO WHOMSOEVER IT MAY CONCERN

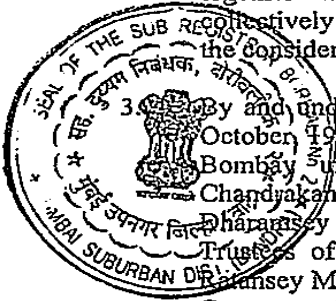
A. Title Chain

1. By and under an Indenture of Conveyance dated the 10<sup>th</sup> June, 1958 registered with office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6454 of 1958 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau, (iv) Abhay Laxmidas Khatau and (v) Ratansey Morarji Khatau, the trustees of Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Vendors' of the One Part and Cable Corporation of India Limited, therein referred to as 'the Purchaser' of the Other Part (hereinafter referred to as "the Company"), the Vendors therein sold, granted, conveyed and transferred unto the Company all those pieces and parcels of land or grounds bearing Survey Nos. 114 (2), 121, 123, 124, 125, 109 (part), 115 (part), 122 (part), 126 (part), 127 (part), 128(3) (part) and 130 (part) and more particularly described firstly in the First Schedule thereunder written situate at Village Magathane, Borivali, Registration Sub-District of Borivali and District B.S.D admeasuring in the aggregate 1,03,500 square yards or thereabouts (hereinafter referred to as "the First Property"), in the manner and for the consideration therein contained.
2. By and under an Indenture of Conveyance dated 3<sup>rd</sup> June, 1964 registered with office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2620 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, continuing trustees of the Seth Mulraj Khatau Trust



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Settlement, therein referred to as 'the Vendors' of the First Part and Dharamsey Mulraj Khatau and Ratansey Morarji Khatau, therein referred to as 'the Retiring Trustees' of the Second Part and the Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Retiring Trustees therein granted, released, conveyed, transferred, confirmed and assured unto the Company, all those pieces or parcels of vacant agricultural lands bearing (i) Survey Nos. 127 Hissa 1 (part) admeasuring 352 square yards, 128 Hissa No. 3(part) admeasuring 1,573 square yards, 128 Hissa No. 1 (part) admeasuring 240 square yards and 130 (part) admeasuring 17,048 square yards and in all aggregating to 19,213 square yards and more particularly firstly described in the First Schedule thereunder written, (ii) Survey Nos. 126(part) admeasuring 4,137 square yards, 127 Hissa No.1 (part) admeasuring 3,384 square yards and 42 Hissa No. 1 (part) admeasuring 24 square yards and in all aggregating to 7,545 square yards and more particularly secondly described in the First Schedule thereunder written, and (iii) Survey Nos. 109 (part) admeasuring 3,154 square yards, Survey No. 115 (part) admeasuring 12,403 square yards and in all aggregating to 15,557 square yards and more particularly thirdly described in the First Schedule thereunder written situate at the Village of Magathane, Borivli, together with the structures, if any, standing thereon (hereinafter collectively referred to as "the Second Property"), in the manner and for the consideration therein contained.



By and under an Indenture of Correction and Rectification dated the 30<sup>th</sup> October, 1964, registered with office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/3463 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau as the Continuing Trustees of Seth Mulraj Khatau Trust Settlement of the First Part and Ratansey Morarji Khatau as the Retiring Trustee of the Second Part and the Company of the Third Part, the area of the First Property wrongly described as 1,03,500 square yards in the above Indenture of Conveyance dated the 10<sup>th</sup> day of June, 1958 was corrected and rectified to 1,23,000 square yards.

4. By an Indenture of Conveyance dated the 7<sup>th</sup> April 1965, registered with office of the Sub- Registrar of Assurances at Mumbai under Serial No. BOM-R/2216 of 1965 made between Radio Components and Transistors Company Limited, therein referred to as the Vendors of the First Part, (i) Dharamsey Mulraj Khatau, (ii) Ratansey Morarji Khatau, therein referred to as the Confirming Parties of the Second Part and the Company, therein referred to as the Purchasers of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Confirming Parties therein granted,

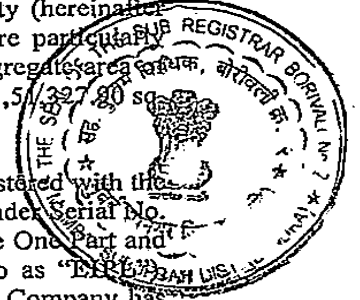
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released, conveyed, transferred, confirmed and assured unto the Company all that piece and parcel of vacant agricultural land or ground bearing Survey No.128 Hissa No.1 (part), Survey No. 129 (Part) and Survey No.130 (Part) admeasuring 5,484 square yards situate at the Village of Magathane, Borivali together with the structures, if any, standing thereon and more particularly described in the Schedule thereunder written (hereinafter referred to as "the Third Property"), in the manner and for the consideration therein contained.

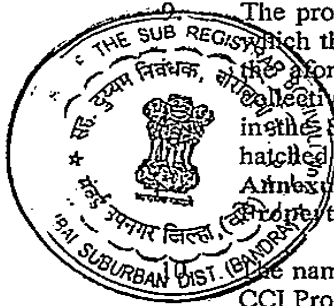
5. By an Indenture of Conveyance dated the 24<sup>th</sup> December, 1966, registered with office of the Sub- Registrar of Assurances at Bombay under Serial No. BOM-R/228 of 1967 made between The Maharashtra Housing Board, therein referred to as 'the Vendors' of the First Part and (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, the Trustees of Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Confirming Parties' of the Second Part and the Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Confirming Parties confirmed unto the Company all those pieces and parcels of vacant agricultural land bearing Survey No. 113 (part) admeasuring 7,772 sq. yards and 114 Hissa 1 (part) admeasuring 804 square yards, situate at the Village of Magathane, Borivali and more particularly described in the First Schedule thereunder written (hereinafter referred to as "the Fourth Property"), in the manner and for the consideration therein contained.
6. In the circumstances aforesaid, the Company became seized and possessed of or otherwise well and sufficiently entitled to the First Property, the Second Property, the Third Property and the Fourth Property (hereinafter collectively referred to as the "Larger Property" and more particularly described in the First Schedule hereunder written). The aggregate area of the said Larger Property as per the property register cards is 1,51,327.80 square meters.
7. By a Development Agreement dated 10<sup>th</sup> February 2005 registered with the office of the Sub-Registrar of Assurances at Borivali No.6 under Serial No. BDR-12/618 of 2005 and made between the Company of the One Part and Entertainment India Private Limited (hereinafter referred to as "E IPL") therein referred to as 'the Developer' of the Other Part, the Company has *inter alia*, granted development rights in respect of the middle portion of the Larger Property admeasuring 7,000 square metres or thereabouts situate at Village Magathane, Dattapada Road, Borivali (East) and more particularly in the Second Schedule thereunder written to EIPL, on the



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terms, conditions and for the consideration therein contained. The Company has also executed a detailed Power of Attorney dated 11<sup>th</sup> February 2005, registered with the Sub-Registrar of Assurances at Borivali No. 2 under Serial No. BDR-5/982 of 2005 in favour of EIPL, its nominees and Mr. Harjit Singh Bubber.

8. By another Development Agreement dated 10<sup>th</sup> February, 2005 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BDR-12/617 of 2005 and made between the Company of the One Part and EIPL of the Other Part, the Company has *inter alia*, granted development rights to EIPL in respect of a portion of the Larger Property admeasuring 27,900 square meters or thereabouts situate at Village Magathanc, Dattapada Road, Borivali (East) and more particularly described in the Second Schedule thereunder written, on the terms, conditions and for the consideration therein contained. The Company has also executed a detailed Power of Attorney dated 11<sup>th</sup> February, 2005, registered with the office of the Sub-Registrar of Assurances at Borivali No. 2 under Serial No. BDR-5/981 of 2005 in favour of EIPL, its nominees and Mr. Harjit Singh Bubber.



The properties mentioned in paragraph nos. 7 and 8 above, in respect of which the development rights are granted by the Company to EIPL under the aforesaid two Development Agreements dated 10<sup>th</sup> February, 2005, collectively admeasuring 34,900 square meters or thereabouts are described in the Second Schedule hereunder written and shown in green colour hatched lines on the plan of the Larger Property hereto annexed as Annexure "A" (hereinafter collectively referred to as "the said Property").

The name of EIPL viz. Entertainment India Private Limited is changed to CCI Projects Private Limited (hereinafter referred to as "CCI Projects") as evident from the Fresh Certificate of Incorporation Consequent upon Change of Name dated 12th March 2010 issued by the Registrar of Companies, Maharashtra, Mumbai.

11. Pursuant to the aforesaid Development Agreements, CCI Projects has commenced and continued the development of the said Property. In pursuance of the same, CCI Projects has allotted/will be allotting and has entered into/will be entering into Agreements for Sale of flats/units/areas in the buildings/structures constructed/to be constructed on the said Property from time to time.

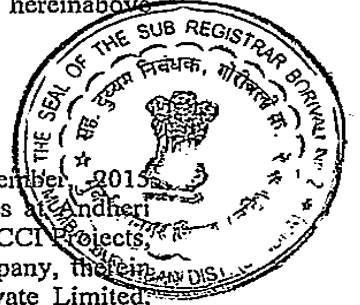
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12. By and under a certificate of registration dated 31<sup>st</sup> July, 2017 bearing No. P51800002297, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "Whitespring" has been duly registered under the Real Estate (Regulation and Development) Act, 2016. CCI Projects has completed construction of 2 towers of the said building "Whitespring", which is standing on a portion of the said Property and has obtained 2 (two) Part Occupation Certificates bearing No.CHE/A-3016/BPWS/AR dated 29<sup>th</sup> October, 2016 and 15<sup>th</sup> November, 2018, in respect thereof.
13. By and under a certificate of registration dated 4<sup>th</sup> August, 2017 bearing No. P51800002067, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "Wintergreen" being constructed on a portion of the said Property has been duly registered under the Real Estate (Regulation and Development) Act, 2016 for a period commencing from 4<sup>th</sup> August, 2017 and ending with 31<sup>st</sup> December, 2019, subject to the terms and conditions mentioned therein.
14. By and under a certificate of registration dated 22<sup>nd</sup> November, 2018 bearing No. P51800018662, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "The Arcade" being constructed on a portion of the said Property has been duly registered under the Real Estate (Regulation and Development) Act, 2016 for a period commencing from 22<sup>nd</sup> November, 2018 and ending with 31<sup>st</sup> December, 2019, subject to the terms and conditions mentioned therein.
15. We have been informed that the buildings "Whitespring" "Wintergreen" and "The Arcade" mentioned in paragraph nos. 12 13 and 14 hereinabove form part of the Project named "Rivali Park".

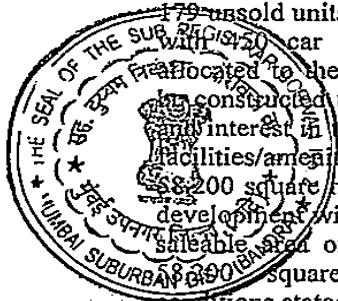
**B. Mortgages:**

16. By and under a Debenture Trust Deed dated 20<sup>th</sup> November, 2015 registered with the office of the Sub-Registrar of Assurances at Andheri No. 4 under Serial No. BDR-15/9549 of 2015 made between CCI Projects, therein referred to as 'the Issuer/First Mortgagor', the Company, the therein referred to as 'the Second Mortgagor', Ambit Finvest Private Limited, therein referred to as 'the Facility Agent' and IL&FS Trust Company Limited, therein referred to as 'the Debenture Trustee', a charge was created, *inter alia*, on the unsold flats (as described in the Part C of Schedule 2 read with Schedule 3 thereof), in the manner therein contained.



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17. We have perused Form CHG-4 filed by CCI Projects with the Registrar of Companies for registration of satisfaction of charge with respect to the debt mentioned in paragraph 16 hereinabove and also the Memorandum of Satisfaction of Mortgage dated 12<sup>th</sup> June 2018 issued by the Registrar of Companies recording the satisfaction of the aforesaid debt.
  
18. By and under a Mortgage Deed dated 30<sup>th</sup> November, 2017 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/13418 of 2017 executed between (i) the Company, (ii) CCI Projects, therein referred to as the Mortgagor and Borrower, respectively, of the One Part and Indiabulls Housing Finance Limited ("IHFL"), therein referred to as the Mortgagee of the Other Part, the Company, in pursuance of the loan/facility amount granted to CCI Projects by IHFL and at the request of IHFL to secure repayment of the mortgage debt, created a security in favour of IHFL, *inter alia*, in respect of (i) development under Phase I over approximately 25,150 square meters including the said Property (i.e. consisting of a portion of the said Property). Phase I consists of a total saleable area of approximately 13,00,000 square feet on an aggregate land area of approximately 11,310 square meters. It consists of 8 towers out of which 2 towers of Whitespring are already constructed and balance 6 towers known as Wintergreen are under construction, including 179 unsold units aggregating to 1,56,049.02 square feet carpet area together with 179 car parking spaces on the ground/basement allocated to be allocated to the aforesaid unsold unit(s)/flat(s)/apartment(s) constructed/to be constructed together with the proportionate undivided share, right, title and interest in the said Property alongwith the common areas and common facilities/amenities; and (ii) development under Phase II over balance 38,200 square meters including the said Property, consisting of mixed use development with total FSI potential of 27,00,000 square feet and a total saleable area of 38,00,000 square feet on a land area of approximately 38,00,000 square meters including the said Property, on the terms and conditions stated therein.
  
19. By and under a Deed of Mortgage dated 22<sup>nd</sup> May 2018 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/6288 of 2018 executed between CCI Projects, therein referred to as 'the Borrower/ First Mortgagor' of the First Part, the Company, therein referred to as 'the Second Mortgagor' of the Second Part and Ambit Finvest Private Limited ("AFPL"), therein referred to as 'the Mortgagee' of the Last Part, the Company, CCI Projects availed of a term loan facility from AFPL and in order to secure the due repayment of the same, a first ranking and exclusive charge in favour of AFPL was created, *inter alia*, in respect of the Larger Property together with the unsold units/flats constructed



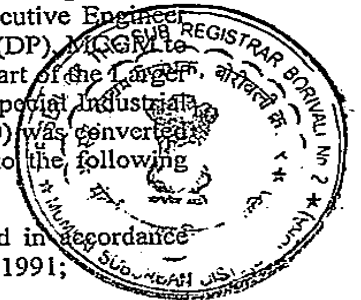
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thereon and as specified in Schedule 2 therein along with the proportionate undivided interest corresponding to the unsold units in the said Property, on the terms and conditions as stipulated therein.

**C. Permissions/Approvals :**

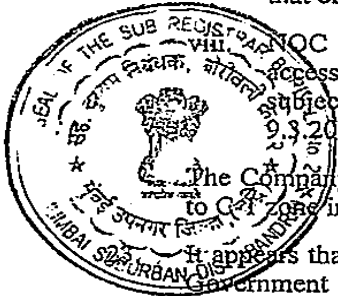
20. The Competent Authority, Mumbai, appointed under the provisions of the Urban Land (Ceiling and Regulations) Act, 1976, by its corrigendum dated 22nd October 1999, bearing No. C/ULC/6(1) SR-1/171 to its earlier order dated 31st October 1981, bearing No.C/ULC/6(1)SR-1/171 issued by the Additional Collector & Competent Authority, ULC, Greater Bombay, has, *inter alia*, declared the entire Larger Property admeasuring 1,51,327.90 sq. mtrs to be non-vacant land.
21. By an order dated 24<sup>th</sup> November, 2004 bearing reference No. C/Desk-VII-A/LND/NAP/SR-7639 passed by the Collector, Mumbai Suburban District, *inter alia*, the user of a portion of the Larger Property admeasuring 63,014.36 square metres was converted to non-agricultural purpose and could be used for residential purpose and another portion admeasuring 18520 square metres was converted to non-agricultural purpose and could be used for commercial purpose. The Company has represented to us that the aforesaid order includes the said Property.
22. By a letter dated 25<sup>th</sup> July, 2000 addressed by the Municipal Corporation of Greater Mumbai (MCGM) a portion of the Larger Property was converted from I-3 Zone to C-1 Zone. Further, by a letter dated 12th August, 2002 bearing No.CHE/1016/DPWS/P&R addressed by the Executive Engineer (Development Plan) from the Office of the Chief Engineer (DP), MCGM to M/s. Access Architects, certain additional land forming a part of the Larger Property bearing CTS No. 163/A and 165 and falling in Special Industrial Zone (I-3) (as per the aforesaid letter dated 25th July, 2000) was converted into Local Commercial Zone (C-1), *inter alia*, subject to the following conditions:
- That the recreational open space shall be provided in accordance with provisions of D.C Regulation No. 23 of D.C.R, 1991;
  - That the development shall conform to the D.C.R, 1991;
  - That the scrutiny fee of Rs.5/- per sq. mt shall be paid in this office before issue of development permission for the additional area proposed to be converted from Industrial to Commercial user;
  - That the amenity space and additional recreational space to the extent of 7.5% and 10% of the plot area respectively, shall be



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earmarked with adequate access to the same and the same shall be handed over to MCGM in lieu of the TDR as admissible under D.C.R, 1991 as and when demanded but not later than permitting development beyond 50% of the normal potential of the land;

- v. That the access road to the amenity spaces and 10% additional R.G shall be paved in concrete, drained and lighted as per specifications of MCGM and the same shall be maintained in good condition without any liability on MCGM. The permanent right of way shall be granted to the MCGM for deriving access through the road and agreement for the same shall be executed in consultation with Law Officer;
- vi. Regular proposal shall be got approved from EEBP for change of user of the existing structure shown to be retained on Plot 'A', before effecting the change;
- vii. Before handing over 10% additional R.G to MCGM, the owner/developer shall develop the same as required by CH.E.D.P without claiming any compensation/additional TDR for the development and if required by MCGM, the owner/developer shall maintain the same on adoption basis. A Registered undertaking to that effect will be submitted at the office of CH.E.D.P;



NOC from Highway Authorities shall be obtained for deriving access from Highway and the construction on the plot shall be subject to the conditions stipulated in the Government order dated 2001 under No. RBD-1081/871/Rds-7.

The Company has represented to us that the aforesaid conversion from I-3 to G+1 has included the said Property.

It appears that the Company had filed an appeal before the Chief Minister, Government of Maharashtra, Mantralaya, Mumbai against MCGM under section 47 of the Maharashtra Regional and Town Planning Act, 1966. By an order dated 8<sup>th</sup> July, 2005 passed by the Chief Minister of Maharashtra, the aforesaid appeal was allowed. Further, it was *inter alia* directed that the 10% recreation space earmarked on the layout of the property of the Company should not be treated as Development Plan reservation and no Transferable Development Rights should be allowed in lieu of the aforesaid 10% additional recreation space. However, the same shall be treated as additional Recreational Space provided in the layout.

24. MCGM, vide its Full Occupation Certificate dated 30<sup>th</sup> November, 2010 bearing No. Ch.E/ A-4136/B.P(W.S)/AR, granted permission to occupy the

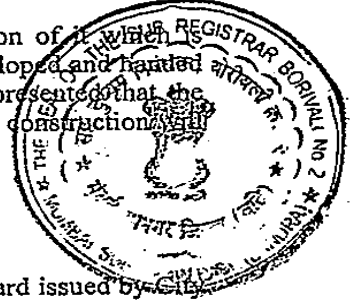
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Maternity Home and Dispensary building standing on a portion admeasuring 2530 square meters out of the Larger Property (bearing C.T.S Nos. 163/A and 165) *inter alia*, subject to the Company handing over and transferring the aforesaid Maternity Home and Dispensary building alongwith the portion admeasuring 2530 square meters out of the Larger Property in favour of MCGM, prior to obtaining the Building Completion Certificate in respect of the aforesaid Maternity Home and Dispensary building.

25. Additionally, by a Possession Receipt dated 4<sup>th</sup> March, 2013, MCGM has been handed over vacant possession of the Maternity Home and Dispensary constructed on the area admeasuring 2530 square metres out of CTS No. 165 forming a part of the Larger Property, *inter alia*, subject to transferring the amenity plot admeasuring 2530 square metres in the favour of MCGM prior to obtaining the Building Completion Certificate.
26. On perusal of the Development Plan 2034 Remarks bearing reference No. Ch.E./ DP34201902111199967 /D.P.Rev issued in and around February, 2019 in respect of the Larger Property by the Municipal Corporation of Greater Mumbai, it appears that the Larger Property falls in the Residential and Industrial Zone. The DP Remarks further state that a portion of the Larger Property is reserved for a Municipal Dispensary/Health Post. Furthermore, we observe that certain portions of Larger Property are affected by DP roads.

In view to the above, if the said Property or any portion of it affected by DP reservation, the same will have to be developed and handed over to the concerned authorities. The Company has represented that the building/buildings in the said Property, constructed/under construction, shall not be affected by the Development Plan.



**D. Property Cards:**

27. As per the true copy of extracts of the property register card issued by City Survey Officer, Borivali on 26<sup>th</sup> August, 2016, the name of the Company was entered into the extracts of the property register card of CTS Nos. 163/A/1, 163/A/2 and 165, being the Larger Property as the holder of the same. The extract of the property register cards show the aggregate area of the Larger Property as 1,51,327.90 square meters. The property register card reflects the tenure of the Larger Property as 'C' (Non-Agricultural land).

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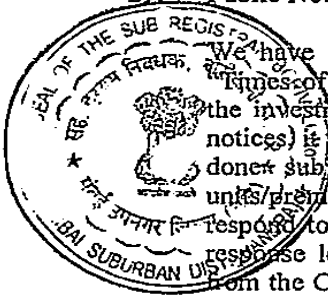
It appears that the erstwhile Survey No. 163/A was further divided into CTS Nos. 163/A/1 admeasuring 3571.8 square meters and 163/A/2 admeasuring 896.9 square meters. On perusal of the extract of the property register card with respect to CTS No. 163/A/2, it appears that the same has been reserved for the purpose of recreation ground.

Furthermore, it appears from the extract of the property register card of CTS No. 165, that the same admeasures 1,46,859.2 square meters out of which an area admeasuring 2530 square meters is to be kept reserved for the Municipal Corporation of Greater Mumbai for a Maternity Home and Dispensary.

28. The difference in aggregate area between the aforesaid 4 (Four) Conveyances (mentioned in paragraph nos.1,2,4 and 5 hereinabove) in respect of the First Property, the Second Property, the Third Property and the Fourth Property and the property register card may be due to conversion or actual measurement.

**E. Searches and Public Notices:**

**29. Public Notice :**



We have caused Public Notices to be issued on 20<sup>th</sup> June, 2019 in the "Times of India (Classifieds)" and "Maharashtra Times (Classifieds)" for the investigation of title to *inter alia*, the said Property. In the aforesaid notices it was categorically mentioned that the title investigation was being done subject to the rights of the purchasers of the sold/allotted units/premises of the project named "Rivali Park" and they need not respond to the same. In pursuance of the above, we have received three response letters, which have been duly replied by us, under instructions from the Company and CCI Projects. All the three responses pertain to the premises allotted/sold in the building under construction "Wintergreen" which is part of the project "Rivali Park".

30. We have through Mr. Nilesh Vagal, search clerk caused searches to be taken in the records and offices of the concerned Sub-Registrar of Assurances from the year 2016 onwards in respect of the Larger Property. As per the Search Report dated 14<sup>th</sup> June, 2019 submitted by the abovenamed Mr. Nilesh B. Vagal to us, save and except the mortgages/charges mentioned herein, there are no further encumbrances and/or charges, *inter alia*, in respect of the said Property.

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31. We have been furnished the Search Reports dated 30<sup>th</sup> May, 2019 and 19<sup>th</sup> July, 2019 of S.A. Sangani and Associates, Chartered Accountants in respect of mortgages/charges created on the said Property, by the Company and CCI Projects respectively. On perusal of the said Reports, we observe that save and except the mortgages mentioned herein, the Company has not created any mortgage or charge in respect of the said Property.

**F. Declaration:**

32. We have perused the Declaration dated 29<sup>th</sup> August, 2019 of Mrs. Nayna B. Pasta, Director of the Company, *inter alia*, declaring that (i) the said Property is free from any mortgages and/or encumbrances, subject however to the aforesaid mortgages/charges and the present and future allotment/sale of flats/units/areas in the buildings/structures to be constructed on the said Property; and (ii) there are no proceedings or suits adopted, instituted or filed by or against the Company in respect of the said Property or part thereof in any Court, tribunal or authority and the said Property is not under any lis pendens.
33. We have also perused the Declaration dated 28<sup>th</sup> August, 2019 of Mr. Rohan H. Khatau, Director of the CCI Projects, *inter alia*, declaring that (i) The two Development Agreements both dated 10<sup>th</sup> February, 2005 and the two Power of Attorneys both dated 11<sup>th</sup> February 2005 are valid and subsisting and there is no dispute with the Company in respect of the same; (ii) the said Property is free from any mortgages and/or encumbrances, subject however to the aforesaid mortgages/charges and the present and future allotment/sale of flats/units/areas in the buildings/structures to be constructed on the said Property and CCI Projects is absolutely entitled to the Development Rights in respect of the said Property; and (iii) there are no proceedings or suits adopted, instituted or filed by or against CCI Projects in respect of the said Property or part thereof in any Court, tribunal or authority and the said Property is not under any lis pendens.

**G. Disclaimers**

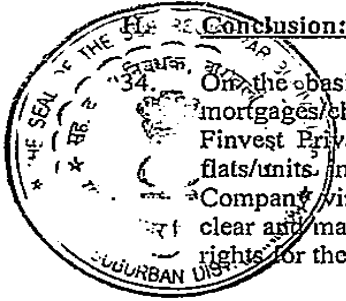
It may be noted that:

- (a) We have not visited/ inspected any part of the said Property or part thereof;
- (b) We have not inspected originals of any of the documents of title or other papers referred herein;



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- (c) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and
- (d) The following has been assumed by us:
- (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
- (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (e) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid by the Company to us in that behalf.



Conclusion:

On the basis and subject to the above and subject to the aforesaid mortgages/charges of Indiabulls Housing Finance Limited and Ambit Finvest Private Limited and the rights of the purchasers/allottees of the flats/units in the project "Rivali Park", in our opinion, the title of the Company viz. Cable Corporation of India Limited to the said Property is clear and marketable and CCI Projects is entitled to and holds development rights for the said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO:

*(Description of the "the Larger Property")*

All those pieces and parcels of land admeasuring 151327.90 square metres or thereabouts together with the buildings or structures thereon situated at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Sub-District of Mumbai City in the State of Maharashtra bearing CTS Nos. 165, 163A/1 and 163A/2.

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**THE SECOND SCHEDULE ABOVE REFERRED TO:**

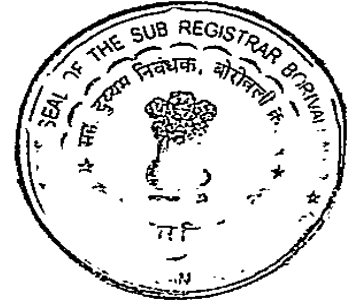
*(Description of the "the said Property")*

All those pieces and parcels of land admeasuring 34,900 square metres or thereabouts together with the buildings or structures standing thereon situate at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra forming part of the Larger Property admeasuring 1,51,327.90 square meters or thereabouts bearing City Survey Nos. 165,163A/1 and 163A/2.

Dated this 29<sup>th</sup> day of August, 2019.

Kanga and Company,

*B. K. Kanga*  
Partner



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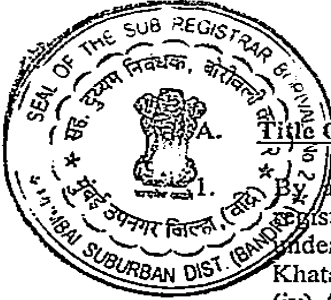
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SV/5021/2019

REPORT ON TITLE

Re: All that piece and parcel of land admeasuring 52,418 square metres or thereabouts together with the buildings or structures standing thereon being Plot "B" forming part of and located on the West Side of the larger property admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Mumbai Suburban District and Registration District and Sub-District of Mumbai City in the State of Maharashtra falling within CTS Nos.165,163A/1 and 163A/2 ("the said Property").

TO WHOMSOEVER IT MAY CONCERN



Title Chain

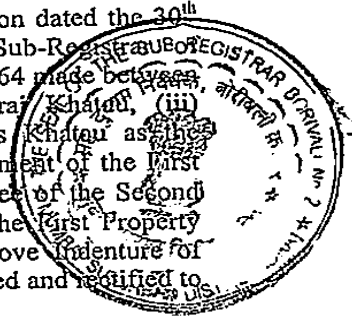
- By and under an Indenture of Conveyance dated the 10<sup>th</sup> June, 1958 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6454 of 1958 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau, (iv) Abhay Laxmidas Khatau and (v) Ratansey Morarji Khatau, the trustees of Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Vendors' of the One Part and Cable Corporation of India Limited, therein referred to as 'the Purchaser' of the Other Part (hereinafter referred to as "the Company"), the Vendors therein sold, granted, conveyed and transferred unto the Company, all those pieces and parcels of land or ground bearing Survey Nos.114 (2), 121, 123, 124, 125, 109 (part), 115 (part), 122 (part), 126 (part), 127 (part), 128(3) (part) and 130 (part) and more particularly described firstly in the First Schedule thereunder written situate at Village Magathane, Borivali, Registration Sub-District of Bandra and District B.S.D admeasuring in the aggregate 1,03,500 square yards or thereabouts (hereinafter referred to as "the First Property"), in the manner and for the consideration therein contained.
2. By and under an Indenture of Conveyance dated 3<sup>rd</sup> June, 1964 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2620 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv)

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Abhay Laxmidas Khatau, continuing trustees of the Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Vendors' of the First Part and Dharamsey Mulraj Khatau and Ratansey Morarji Khatau, therein referred to as 'the Retiring Trustees' of the Second Part and the Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Retiring Trustees therein granted, released, conveyed, transferred, confirmed and assured unto the Company, all those pieces or parcels of vacant agricultural lands bearing (i) Survey Nos. 127 Hissa 1 (part) admeasuring 352 square yards, 128 Hissa No. 3(part) admeasuring 1,573 square yards, 128 Hissa No. 1(part) admeasuring 240 square yards and 130 (part) admeasuring 17,048 square yards and in all aggregating to 19,213 square yards and more particularly firstly described in the First Schedule thereunder written, (ii) Survey Nos. 126(part) admeasuring 4,137 square yards, 127 Hissa No.1 (part) admeasuring 3,384 square yards and 42 Hissa No. 1 (part) admeasuring 24 square yards and in all aggregating to 7,545 square yards and more particularly secondly described in the First Schedule thereunder written, and (iii) Survey Nos. 109 (part) admeasuring 3,154 square yards, Survey No. 115 (part) admeasuring 12,403 square yards and in all aggregating to 15,557 square yards and more particularly thirdly described in the First Schedule thereunder written situate at the Village of Magathane, Borivali, together with the structures, if any, standing thereon (hereinafter collectively referred to as "the Second Property"), in the manner and for the consideration therein contained.

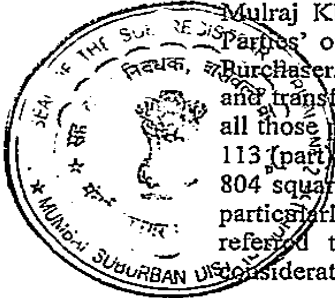
3. By and under an Indenture of Correction and Rectification dated the 30<sup>th</sup> October, 1964, registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/3463 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau as the Continuing Trustees of Seth Mulraj Khatau Trust Settlement of the First Part and Ratansey Morarji Khatau as the Retiring Trustees of the Second Part and the Company of the Third Part, the area of the First Property wrongly described as 1,03,500 square yards in the above Indenture of Conveyance dated the 10<sup>th</sup> day of June, 1958 was corrected and rectified to 1,23,000 square yards.
4. By an Indenture of Conveyance dated the 7<sup>th</sup> April 1965, registered with the office of the Sub- Registrar of Assurances at Mumbai under Serial No. BOM-R/2216 of 1965 made between Radio Components and Transistors Company Limited, therein referred to as 'the Vendors' of the First Part, (i) Dharamsey Mulraj Khatau and (ii) Ratansey Morarji Khatau therein referred to as 'the Confirming Parties' of the Second Part and the



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Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Confirming Parties therein granted, released, conveyed, transferred, confirmed and assured unto the Company all that piece and parcel of vacant agricultural land or ground bearing Survey No.128 Hissa No.1 (part), Survey No. 129 (Part) and Survey No.130 (Part) admeasuring 5,484 square yards situate at Village Magathane, Borivali together with the structures, if any, standing thereon and more particularly described in the Schedule thereunder written (hereinafter referred to as "the Third Property"), in the manner and for the consideration therein contained.

5. By an Indenture of Conveyance dated the 24<sup>th</sup> December, 1966, registered with the office of the Sub- Registrar of Assurances at Bombay, under Serial No. BOM-R/228 of 1967 made between The Maharashtra Housing Board, therein referred to as 'the Vendors' of the First Part and (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau, (iv) Abhay Laxmidas Khatau, the Trustees of Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Confirming Parties' of the Second Part and the Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Confirming Parties confirmed unto the Company, all those pieces and parcels of vacant agricultural land bearing Survey No. 113 (part) admeasuring 7,772 sq. yards and 114 Hissa 1 (part) admeasuring 804 square yards, situate at the Village of Magathane, Borivali and more particularly described in the First Schedule thereunder written (hereinafter referred to as "the Fourth Property"), in the manner and for the consideration therein contained.

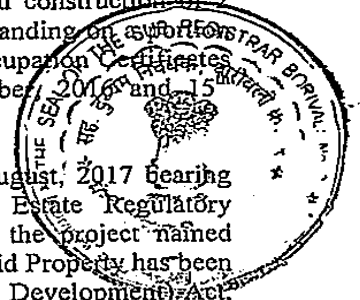


6. In the circumstances aforesaid, the Company became seized and possessed of or otherwise well and sufficiently entitled to the First Property, the Second Property, the Third Property and the Fourth Property (hereinafter collectively referred to as the "Larger Property" and more particularly described in the First Schedule hereunder written). The aggregate area of the said Larger Property as per the property register cards is 151327.90 sq. meters.
7. By an Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March, 2009 read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017, respectively made between the Company, therein referred to as 'the Owner; of the One Part and Entertainment India Private Limited, therein referred to as 'EIPL' (hereinafter referred to as "EIPL") of the Other Part, the Company has appointed EIPL as Chief Project Manager and Coordinator to co-ordinate

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and manage the project and development of *inter alia*, a portion admeasuring 52,418 square meters or thereabouts out of the Larger Property together with the buildings/structures standing thereon (hereinafter referred to as "the said Property") more particularly described in the Second Schedule hereunder written. A copy of the plan showing the said Property as Plot "B" in red colour hatched lines is hereto annexed and marked as Annexure "A".

8. The name of EIPL viz., Entertainment India Private Limited has been changed to CCI Projects Private Limited (hereinafter referred to as "CCI Projects") as evident from the Fresh Certificate of Incorporation Consequent upon Change of name dated 12<sup>th</sup> March, 2010 issued by the Registrar of Companies, Mumbai, Maharashtra.
9. The Company has with the assistance of CCI Projects commenced and continued the development of the said Property. In pursuance thereof, the Company and CCI Projects have allotted/will be allotting and have entered into/ will be entering into Agreements for Sale, in respect of flats/units/areas in the buildings/structures constructed/ to be constructed on the said Property from time to time.
10. By and under a certificate of registration dated 31<sup>st</sup> July, 2017 bearing No. P51800002297, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "Whitespring" has been duly registered under the Real Estate (Regulation and Development) Act, 2016. CCI Projects has completed construction of 2 towers of the said building "Whitespring", which is standing on a portion of the said Property and has obtained 2 (two) Part Occupation Certificates bearing No.CHE/A-3016/BPWS/AR dated 29<sup>th</sup> October, 2016 and 15<sup>th</sup> November, 2018, in respect thereof.
11. By and under a certificate of registration dated 4<sup>th</sup> August, 2017 bearing No. P51800002067, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "Wintergreen" being constructed on a portion of the said Property has been duly registered under the Real Estate (Regulation and Development) Act, 2016 for a period commencing from 4<sup>th</sup> August, 2017 and ending with 31<sup>st</sup> December, 2019, subject to the terms and conditions mentioned therein.
12. By and under a certificate of registration dated 22<sup>nd</sup> November, 2018 bearing No. P51800018662, issued by Maharashtra Real Estate Regulatory Authority under Section 5, Rule 6 (a), Form "C", the project named "The Arcade" being constructed on a portion of the said Property has been duly



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registered under the Real Estate (Regulation and Development) Act, 2016 for a period commencing from 22<sup>nd</sup> November, 2018 and ending with 31<sup>st</sup> December, 2019, subject to the terms and conditions mentioned therein.

13. We have been informed that the buildings "Whitespring" "Wintergreen" and "The Arcade" mentioned in paragraph nos. 10, 11 and 12 hereinabove form part of the Project named "Rivali Park".

**B. Mortgages:**

14. By and under a Debenture Trust Deed dated 20<sup>th</sup> November, 2015 registered with the office of the Sub-Registrar of Assurances at Andheri No. 4 under Serial No. BDR-15/9549 of 2015 made between CCI Projects, therein referred to as 'the Issuer/First Mortgagor', the Company, therein referred to as the 'Second Mortgagor', Ambit Finvest Private Limited, therein referred to as the 'Facility Agent' and IL&FS Trust Company Limited, therein referred to as 'the Debenture Trustee', a charge was created on *inter alia*, the unsold flats (as described in the Part C of Schedule 2 read with Schedule 3 thereof), in the manner therein contained.



We have perused Form CHG-4 filed by CCI Projects with the Registrar of Companies for registration of satisfaction of charge with respect to the debt mentioned in paragraph 14 hereinabove and also the Memorandum of Satisfaction of Mortgage dated 12<sup>th</sup> June 2018 issued by the Registrar of Companies recording the satisfaction of the aforesaid debt.

By and under a Mortgage Deed dated 30<sup>th</sup> November, 2017 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/13418 of 2017 executed between (i) the Company, (ii) CCI Projects, therein referred to as 'the Mortgagor' and 'Borrower', respectively, of the One Part and Indiabulls Housing Finance Limited ("IHFL"), therein referred to as 'the Mortgagee' of the Other Part, the Company, in pursuance of the loan/facility amount granted to CCI Projects by IHFL and at the request of IHFL to secure repayment of the mortgage debt, created a security in favour of IHFL, *inter alia*, in respect of (i) development under Phase I over approximately 25,150 square meters including the said Property (i.e. consisting of a portion of the said Property). Phase I consists of a total saleable area of approximately 13,00,000 square feet on an aggregate land area of approximately 11,310 square meters. It consists of 8 towers out of which 2 towers of Whitespring are already constructed and balance 6 towers known as Wintergreen are under construction, including 179 unsold units aggregating to 1,56,049.02

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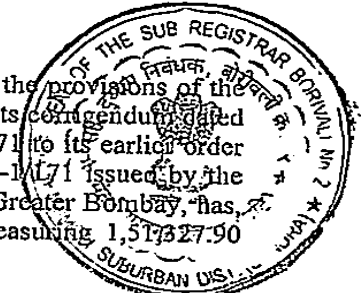


square feet carpet area together with 450 car parking spaces on the ground/basement allocated/to be allocated to the aforesaid unsold unit(s)/flat(s)/apartment(s) constructed/to be constructed together with the proportionate undivided share, right, title and interest in the said Property alongwith the common areas and common facilities/amenities; and (ii) development under Phase II over balance 58,200 square meters including the said Property, consisting of mixed use development with total FSI potential of 27,00,000 square feet and a total saleable area of 38,00,000 square feet on a land area of approximately 58,200 square meters including the said Property, on the terms and conditions stated therein.

17. By and under a Deed of Mortgage dated 22<sup>nd</sup> May 2018 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/6288 of 2018 executed between CCI Projects, therein referred to as 'the Borrower/ First Mortgagor' of the First Part, the Company, therein referred to as 'the Second Mortgagor' of the Second Part and Ambit Finvest Private Limited ("AFPL"), therein referred to as 'the Mortgagee' of the Last Part, the Company, CCI Projects availed of a term loan facility from AFPL and in order to secure the due repayment of the same a first ranking and exclusive charge in favour of AFPL was created, *inter alia*, in respect of the Larger Property together with the unsold units/flats constructed thereon and as specified in Schedule 2 therein along with the proportionate undivided interest corresponding to the unsold units in the said Property, on the terms and conditions as stipulated therein.

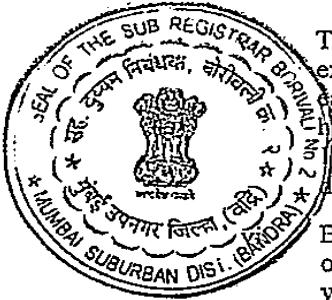
**C. Permissions/Approvals :**

18. The Competent Authority, Mumbai, appointed under the provisions of the Urban Land (Ceiling and Regulations) Act, 1976, by its ~~condemning order~~ dated 22nd October 1999, bearing No. C/ULC/6(1) SR-1/171 to its earlier order dated 31<sup>st</sup> October, 1981, bearing No. C/ULC/6(1)SR-1/171 issued by the Additional Collector & Competent Authority, ULC, Greater Bombay, has, *inter alia*, declared the entire Larger Property admeasuring 1,51,327.90 square metres to be non-vacant land.
19. By a letter dated 6<sup>th</sup> November, 2009 bearing No. CHE/1497/DPWS/PAR addressed by the Executive Engineer (Development Plan) (WS) P&R to M/s. Access Architects, a portion of the Larger Property bearing CTS No. 163/A and 165 (part) and falling in I-3 zone was permitted to be converted into C-1 zone, *inter alia* subject to the following conditions:
- i. That the recreational open space shall be provided in accordance with provisions of Reg. No.23 of D.C.R, 1991. Location and size will be approved by the Dy.Ch.E.B.P.(WS);



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- ii. That the development shall conform to the D.C.R, 1991;
- iii. That the amenity space and additional recreational space to the extent of 7.5% and 10% of the net plot area respectively, shall be earmarked with adequate access to the same and the same shall be handed over to Municipal Corporation of Greater Mumbai (MCGM) in lieu of the TDR as admissible as per D.C. Regulation 1991, at the appropriate stage of development as decided by Dy.Ch.E.(B.P.)(W.S.). The user of the amenity open space shall be got approved by the Dy.Ch.E.(D.P.) II;
- iv. That the access road to the amenity spaces and 10% additional R.G shall be paved in concrete, drained and lighted as per specifications of MCGM and the same shall be maintained in good condition without any liability on MCGM. The permanent right of way shall be granted to the MCGM for deriving access through the road and agreement for the same shall be executed in consultation with Law Officer;



That the amenity space and additional recreational space to the extent of 7% and 10% of the plot area respectively shall be earmarked with adequate access to the same and the same shall be handed over to MCGM in lieu of TDR as admissible under D.C.R. 1991 as and when demanded but not later than permitting development beyond 50% of the normal potential of the land;

Before handing over 10% additional R.G to MCGM, the owner/developer shall develop the same as required by CH.E.(D.P) without claiming any compensation/additional TDR for the development and if required by MCGM, the owner/developer shall maintain the same on adoption basis. A Registered undertaking to that effect will be submitted at the office of CH.E.D.P;

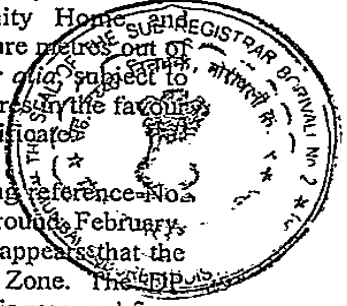
- vii. Fresh measurements of the land shall be carried out through City Survey Office;
- viii. That the open space within segregation distance shall be planted with trees at the rate of 5 per 100 sq,mt, as per the D.C Regulations;
- ix. That the owner/developer shall submit the undertaking that they will not serve Purchase Notice for 7.5% amenity space and 10% additional R.G in future and will take benefit in terms of FSI/TDR or accommodation reservation only;
- x. That the certificate from Assistant Commissioner, R./C Ward regarding no dues pending, surrendering the factory permit/license

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and from M.S.E.B/B.S.E.S, for disconnection of power shall be obtained and submitted.

The Company has represented to us that the aforesaid letter includes the area of the said Property being 52,418 square metres.

20. MCGM, vide its Full Occupation Certificate dated 30<sup>th</sup> November, 2010 bearing No. Ch.E/ A-4136/B.P(W.S)/AR, granted permission to occupy the Maternity Home and Dispensary building standing on a portion admeasuring 2530 square meters out of the Larger Property (bearing C.T.S Nos. 163/A and 165) *inter alia*, subject to the Company handing over and transferring the aforesaid Maternity Home and Dispensary building alongwith the portion admeasuring 2530 square meters out of the Larger Property in favour of MCGM, prior to obtaining the Building Completion Certificate in respect of the aforesaid Maternity Home and Dispensary building.
  21. By an order dated 16<sup>th</sup> July, 2012 bearing reference No. C/Desk VIIA/LND/NAP/SRB 10350 passed by the Collector, Mumbai Suburban District, the user of a portion of the Larger Property admeasuring 52,418.90 square metres was converted to non-agricultural purpose (residential use).
  22. Additionally, by a Possession Receipt dated 4<sup>th</sup> March, 2013, MCGM has been handed over vacant possession of the Maternity Home and Dispensary constructed on the area admeasuring 2530 square metres out of CTS No. 165 forming a part of the Larger Property, *inter alia*, subject to transferring the amenity plot admeasuring 2530 square metres in the favour of MCGM prior to obtaining the Building Completion Certificate.
  23. On perusal of the Development Plan 2034 Remarks bearing reference No. Ch.E./DP34201902111199967 /D.P.Rev issued in and around February, 2019 in respect of the Larger Property by the MCGM, it appears that the Larger Property falls in the Residential and Industrial Zone. The DP Remarks further state that a portion of the Larger Property is reserved for a Municipal Dispensary/Health Post. Furthermore, we observe that certain portions of Larger Property are affected by DP roads.
- In view to the above, if the said Property or any portion of it which is affected by DP reservation, the same will have to be developed and handed over to the concerned authorities. The Company has represented that the building/buildings in the said Property, constructed/under construction will not be affected by the Development Plan.



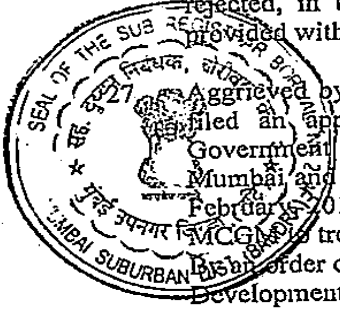
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**D. Layout Recreational Spaces :**

24. It appears that the Company had filed an appeal before the Chief Minister, Government of Maharashtra, Mantrayala, Mumbai against MCGM under section 47 of the Maharashtra Regional and Town Planning Act, 1966 in respect of a portion of the Larger Property excluding the said Property. By an Order dated 8<sup>th</sup> July, 2005 passed by the Chief Minister of Maharashtra, the aforesaid appeal was allowed. Further, it was *inter alia* directed that the 10% recreation space earmarked on the layout of the property of the Company should not be treated as Development Plan reservation and no Transferable Development Rights should be allowed in lieu of the aforesaid 10% additional recreation space.

25. Vide a letter dated 18<sup>th</sup> December, 2015 bearing No. 747/43/2015, M/s. Access Architects requested MCGM to sanction the layout plan by considering 10% additional recreation space as layout recreation space, in the manner provided therein. However, we have not been provided with a copy of the aforesaid letter dated 18<sup>th</sup> December, 2015.

26. Pursuant thereto, by a letter dated 5<sup>th</sup> February, 2016 addressed by the Executive Engineer (Development Plan) W.S.P & R, the aforesaid request to consider 10% additional recreation space as layout recreation space was rejected, in the manner provided therein. However, we have not been provided with a copy of the aforesaid letter dated 5<sup>th</sup> February, 2016.



Aggrieved by the aforesaid letter dated 5<sup>th</sup> February, 2016, the Company filed an appeal before the Minister of State (Urban Development), Government of Maharashtra, against Municipal Corporation of Greater Mumbai, and others *inter alia* praying that (i) the aforesaid letter dated 5<sup>th</sup> February, 2016 be set aside and quashed; and (ii) order be passed directing MCGM to treat 10% additional recreation space as layout recreation space. Pursuant to an order dated 12<sup>th</sup> August, 2016 passed by the Minister of State (Urban Development), the aforesaid appeal was allowed. Further, the aforesaid letter dated 5<sup>th</sup> February, 2016 was cancelled and it was directed that MCGM grant the layout sanction.

In the manner above, the 10% additional recreation space was considered to be layout recreation space in respect of the said Property.

**E. Property Cards:**

28. As per the true copy of extracts of the property register card issued by City Survey Officer, Borivali on 26<sup>th</sup> August, 2016, the name of the Company

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was entered into the extracts of the property register card of CTS Nos. 163/A/1, 163/A/2 and 165, being the Larger Property as the holder of the same. The extract of the property register cards show the aggregate area of the Larger Property as 1,51,327.90 square meters. The property register card reflects the tenure of the Larger Property as 'C' (Non-Agricultural land).

Further, it appears that the erstwhile Survey No. 163/A was further divided into CTS Nos. 163/A/1 admeasuring 3571.8 square meters and 163/A/2 admeasuring 896.9 square meters. On perusal of the extract of the property register card with respect to CTS No. 163/A/2, it appears that the same has been reserved for the purpose of recreation ground.

Furthermore, it appears from the extract of the property register card of CTS No. 165, that the same admeasures 1,46,859.2 square meters out of which an area admeasuring 2530 square meters is to be kept reserved for the Municipal Corporation of Greater Mumbai for a Maternity Home and Dispensary.

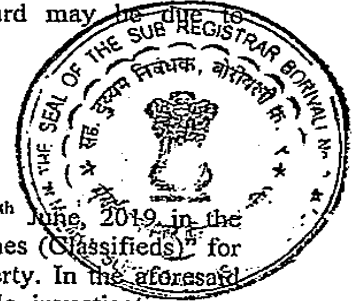
29. The difference in aggregate area between the aforesaid 4 (Four) Conveyances (mentioned in paragraph nos.1,2,4 and 5 hereinabove) in respect of the First Property, the Second Property, the Third Property and the Fourth Property and the property register card may be due to conversion or actual measurement.

**F. Searches and Public Notices:**

30. Public Notice :

We have caused Public Notices to be issued on 20<sup>th</sup> June, 2019 in the "Times of India (Classifieds)" and "Maharashtra Times (Classifieds)" for the investigation of title to *inter alia*, the said Property. In the aforesaid notices, it was categorically mentioned that the title investigation was being done subject to the rights of the purchasers of the sold/allotted units/premises of the project named "Rivali Park" and they need not respond to the same. In pursuance of the above, we have received three response letters, which have been duly replied by us, under instructions from the Company and CCI Projects. All the three responses pertain to the premises allotted/sold in the building under construction "Wintergreen" which is part of the project "Rivali Park".

31. We have through Mr. Nilesh Vagal, search clerk caused searches to be taken in the records and offices of the concerned Sub-Registrar of



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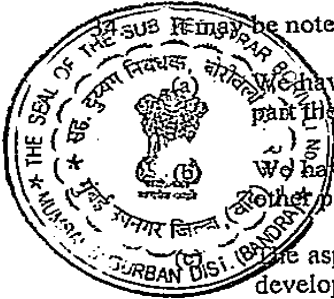
Assurances from the year 2016 onwards in respect of the Larger Property. As per the Search Report dated 14<sup>th</sup> June, 2019 submitted by the abovenamed Mr. Nilesh B. Vagal to us, save and except the mortgages/charges mentioned herein, there are no further encumbrances and/or charges, *inter alia*, in respect of the said Property.

32. We have been furnished the Search Reports dated 30<sup>th</sup> May, 2019 and 19<sup>th</sup> July, 2019 of S.A. Sangani and Associates, Chartered Accountants in respect of mortgages/charges created on the said Property, by the Company and CCI Projects respectively. On perusal of the said Reports, we observe that save and except the mortgages mentioned herein, the Company has not created any mortgage or charge in respect of the said Property.

**G. Declaration:**

33. We have perused the Declaration dated 28<sup>th</sup> August, 2019 of Mrs. Nayna B. Pasta, the Director of the Company, *inter alia*, declaring that (i) the said Property is free from any mortgages and/or encumbrances, subject however to the aforesaid mortgages/charges and the present and future allotment/sale of flats/units/areas in the buildings/structures to be constructed on the said Property; and (ii) there are no proceedings or suits adopted, instituted or filed by or against the Company in respect of the said Property or part thereof in any Court, tribunal or authority and the said Property is not under any lis pendens.

**H. Disclaimers**



It is to be noted that:

We have not visited/ inspected any part of the said Property or any part thereof;

We have not inspected originals of any of the documents of title or other papers referred herein;

The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and

- (d) The following has been assumed by us:

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- (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
- (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (e) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid by the Company to us in that behalf.

**I. Conclusion:**

35. On the basis and subject to the above and subject to (i) the aforesaid mortgages/charges of Indiabulls Housing Finance Limited and Ambit Finvest Private Limited, (ii) the rights of CCI Projects under the Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March, 2009 read with three Addendum Agreements dated 16<sup>th</sup> March, 2011 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017 and (iii) the rights of the purchasers/allottees of the flats/units in the project "Rivula Park" in our opinion, the title of the Company viz. Cable Corporation of India Limited to the said Property is clear and marketable.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the "the Larger Property")

All those pieces and parcels of land admeasuring 151327.90 square metres or thereabouts together with the buildings or structures thereon situated at village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Sub-District of Mumbai City in the State of Maharashtra bearing CTS Nos. 165, 163A/1 and 163A/2.



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**THE SECOND SCHEDULE ABOVE REFERRED TO:**

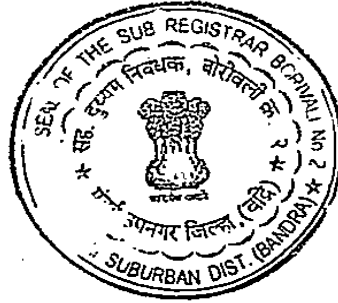
*(Description of the "the said Property")*

All that piece and parcel of land admeasuring 52,418 square metres or thereabouts together with the buildings or structures standing thereon being Plot "B" forming part of and more particularly described in the First Schedule hereinabove written.

Dated this 29<sup>th</sup> day of August, 2019.

Kanga & Company,

*S. S. Vaidya*  
Partner



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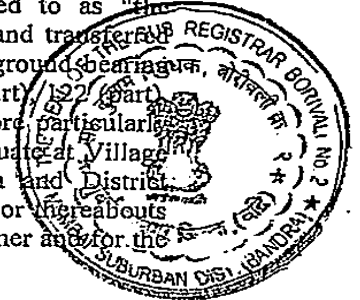
REPORT ON TITLE

Re: All those pieces and parcels of land admeasuring 3,436 square metres or thereabouts together with the buildings or structures forming part of the larger property admeasuring 1,51,327.90 square metres or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Sub-District of Mumbai City in the State of Maharashtra falling within CTS Nos. 165, 163A/1 and 163A/2 ("the said Property").

TO WHOMSOEVER IT MAY CONCERN

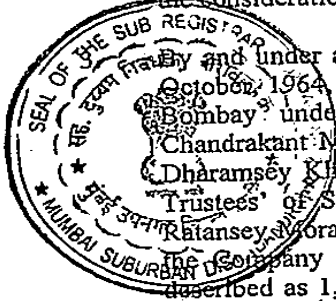
A. Title Chain

1. By and under an Indenture of Conveyance dated the 10<sup>th</sup> June, 1958 registered with office of the Sub-Registrar of Assurances at Bombay under Serial No.BOM/6454 of 1958 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau, (iv) Abhay Laxmidas Khatau and (v) Ratansey Morarji Khatau, the trustees of Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Vendors' of the One Part and Cable Corporation of India Limited, therein referred to as 'the Purchaser' of the Other Part (hereinafter referred to as "the Company"), the Vendors therein sold, granted, conveyed and transferred unto the Company all those pieces and parcels of land or ground bearing Survey Nos.114 (2), 121, 123, 124, 125, 109 (part), 115 (part), 122 (part), 126 (part), 127 (part), 128(3) (part) and 130 (part) and more particularly described firstly in the First Schedule thereunder written situated at Village Magathane, Borivali, Registration Sub-District of Bandra and District B.S.D admeasuring in the aggregate 1,03,500 square yards or thereabouts (hereinafter referred to as "the First Property"), in the manner and for the consideration therein contained.
2. By and under an Indenture of Conveyance dated 3<sup>rd</sup> June, 1964 registered with office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2620 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, continuing trustees of the Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Vendors' of the First Part and



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Dharamsey Mulraj Khatau and Ratansey Morarji Khatau, therein referred to as 'the Retiring Trustees' of the Second Part and the Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Retiring Trustees therein granted, released, conveyed, transferred, confirmed and assured unto the Company, all those pieces or parcels of vacant agricultural lands bearing (i) Survey Nos. 127 Hissa 1 (part) admeasuring 352 square yards, 128 Hissa No. 3(part) admeasuring 1,573 square yards, 128 Hissa No. 1(part) admeasuring 240 square yards and 130 (part) admeasuring 17,048 square yards and in all aggregating to 19,213 square yards and more particularly firstly described in the First Schedule thereunder written, (ii) Survey Nos. 126(part) admeasuring 4,137 square yards, 127 Hissa No.1 (part) admeasuring 3,384 square yards and 42 Hissa No. 1 (part) admeasuring 24 square yards and in all aggregating to 7,545 square yards and more particularly secondly described in the First Schedule thereunder written, and (iii) Survey Nos. 109 (part) admeasuring 3,154 square yards, Survey No. 115 (part) admeasuring 12,403 square yards and in all aggregating to 15,557 square yards and more particularly thirdly described in the First Schedule thereunder written, situated at the Village of Magathane, Borivali, together with the structures, if any, standing thereon (hereinafter collectively referred to as "the Second Property"), in the manner and for the consideration therein contained.



By and under an Indenture of Correction and Rectification, dated the 30<sup>th</sup> October, 1964, registered with office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/3463 of 1964 made between (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau as 'the Continuing Trustees' of Seth Mulraj Khatau Trust Settlement of the First Part and Ratansey Morarji Khatau as 'the Retiring Trustee' of the Second Part and the Company of the Third Part, the area of the First Property wrongly described as 1,03,500 square yards in the above Indenture of Conveyance dated the 10<sup>th</sup> day of June, 1958 was corrected and rectified to 1,23,000 square yards.

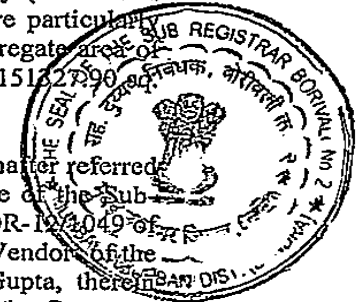
- By an Indenture of Conveyance dated the 7<sup>th</sup> April 1965, registered with office of the Sub-Registrar of Assurances at Mumbai under Serial No. BOM-R/2216 of 1965 made between Radio Components and Transistors Company Limited, therein referred to as 'the Vendors' of the First Part, (i) Dharamsey Mulraj Khatau and (ii) Ratansey Morarji Khatau, therein referred to as 'the Confirming Parties' of the Second Part and the Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Confirming Parties therein

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granted, released, conveyed, transferred, confirmed and assured unto the Company, all that piece and parcel of vacant agricultural land or ground bearing Survey No.128 Hissa No.1 (part), Survey No. 129 (Part) and Survey No.130 (Part) admeasuring 5,484 square yards situate at the Village of Magathane, Borivali together with the structures, if any, standing thereon and more particularly described in the Schedule thereunder written (hereinafter referred to as "the Third Property"), in the manner and for the consideration therein contained.

5. By an Indenture of Conveyance dated the 24<sup>th</sup> December, 1966, registered with office of the Sub- Registrar of Assurances at Bombay, under Serial No. BOM-R/228 of 1967 made between The Maharashtra Housing Board, therein referred to as 'the Vendors' of the First Part and (i) Chandrakant Mulraj Khatau, (ii) Lalitkumar Mulraj Khatau, (iii) Kishore Dharamsey Khatau and (iv) Abhay Laxmidas Khatau, the Trustees of Seth Mulraj Khatau Trust Settlement, therein referred to as 'the Confirming Parties' of the Second Part and the Company, therein referred to as 'the Purchasers' of the Third Part, the Vendors therein granted, conveyed, sold and transferred and the Confirming Parties confirmed unto the Company all those pieces and parcels of vacant agricultural land bearing Survey No. 113 (part) admeasuring 7,772 sq. yards and 114 Hissa 1 (part) admeasuring 804 square yards, situate at the Village of Magathane, Borivali and more particularly described in the First Schedule thereunder written (hereinafter referred to as "the Fourth Property"), in the manner and for the consideration therein contained.
6. In the circumstances aforesaid, the Company became seized and possessed of or otherwise well and sufficiently entitled to the First Property, the Second Property, the Third Property and the Fourth Property (hereinafter collectively referred to as "the Larger Property" and more particularly described in the First Schedule hereunder written). The aggregate area of the said Larger Property as per the property register cards is 151227.90 meters.
7. Vide an Agreement for Sale dated 14<sup>th</sup> February, 2005 (hereinafter referred to as "the said Agreement for Sale") registered with office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BDR-194049 of 2005 made between the Company, therein referred to as 'the Vendor' of the One Part and (i) Mr. Vinod Gupta and (ii) Mr. Bharat Gupta, therein collectively referred to as 'the Purchasers' of the Other Part, the Company sold and transferred to the Purchasers therein, the premises bearing No. 1 admeasuring 14,654 square feet or thereabouts ("commercial premises") on the ground floor in the building known as Laxmi Commercial Centre



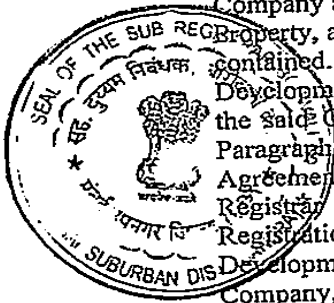
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("the said Building"), which is standing on a part of the portion of land admeasuring 3436 square meters out of the Larger Property together with the right to use facility of 30 (thirty) open Car Parking Spaces as shown in green colour shade and 10 (ten) additional earmarked car parking spaces as shown in red colour shade on the plan marked as Annexure B to the said Agreement for Sale (hereinafter collectively referred to as 'the Car Parking Spaces'), at or for the consideration and in the manner therein contained.

8. The aforesaid portion admeasuring 3436 square metres out of the Larger Property along with the buildings/structures standing thereon shall hereinafter be referred to as "the said Property". A copy of the plan showing the said Property as Plot "B" in blue colour hatched lines is hereto annexed and marked as Annexure "A".

9. By and under a Development Agreement dated 4<sup>th</sup> August, 2005 made between the Company, therein referred to as 'the Owner' of the One Part and Entertainment India Private Limited, therein referred to as 'the Developer' of the Other Part (hereinafter referred to as "EIPL"), the Company agreed to grant to EIPL, *inter alia*, development rights of the said Property, at or for the consideration and on the terms and conditions therein contained. The grant of development rights under the aforesaid Development Agreement dated 4<sup>th</sup> August, 2005 was subject to the sale of the said Commercial Premises and Car Parking Spaces as mentioned in Paragraph No. 7 herein. The parties to the aforesaid Development Agreement dated 4<sup>th</sup> August, 2005 failed to register the same with the Registrar of Assurances within the period prescribed under The Registration Act, 1908. Therefore, by and under a Deed of Confirmation of Development Agreement dated 15<sup>th</sup> November, 2006 made between the Company, as the Owner/First Confirmer and EIPL as the Developer/Second Confirmer and registered with office of the Sub-Registrar of Assurances at Borivali under Serial No. BDR-5/8798 of 2006 (with the original Development Agreement dated 4<sup>th</sup> August, 2005 annexed thereto), the parties therein confirmed the aforesaid Development Agreement dated 4<sup>th</sup> August, 2005 and all the terms and conditions thereof in the manner specified therein.

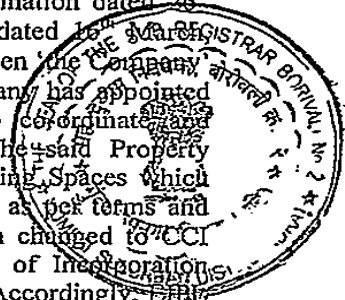
10. By and under the Development Agreement dated 19<sup>th</sup> April, 2008, (hereinafter referred to as "the said Development Agreement") registered with office of the Sub-Registrar of Assurances at Borivali under Serial No. BDR-11/4519 of 2008 made between EIPL, therein referred to as 'the Original Developer' of the First Part, the Company, therein referred to as 'the Owner' of the Second Part and Prithvi Consultancy Services Private



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Limited, therein referred to as 'the Developer' of the Third Part (hereinafter referred to as "PCSPL"), EIPL, granted and transferred and the Company confirmed unto PCSPL, *inter alia*, the development rights in respect of the said Property, at the consideration and in the manner therein contained. The grant of development rights under the said Development Agreement was subject to the sale of the said Commercial Premises and Car Parking Spaces as mentioned in paragraph No. 7 herein.

11. By and under a Deed of Rectification dated 3<sup>rd</sup> June, 2008 made between EIPL therein referred to as 'the Original Developer' of the First Part, the Company, therein referred to as 'the Owner' of the Second Part and PCSPL, therein referred to as 'the Developer' of the Third Part and registered with office of the Sub-Registrar of Assurances at Borivali, under Serial No. BBR- 10/4135 of 2008, the Parties therein agreed, *inter alia*, that the date of the said Development Agreement as mentioned therein was erroneously recorded as 19<sup>th</sup> April, 2008 instead of 16<sup>th</sup> May, 2008.
12. Pursuant to an Order dated 19<sup>th</sup> June, 2009 passed by the Bombay High Court in Company Petition No. 408 of 2009 connected with Company Application No. 374 of 2009 and Company Petition No. 409 of 2009 connected with Company Application No. 375 of 2009 the Scheme of Amalgamation of PCSPL with the Company was sanctioned in terms of the aforesaid Order, read with the Schemes annexed thereto. In pursuance to the above Amalgamation of PCSPL with the Company, the Development rights pertaining to the said Property have been transferred and vested in the Company, which is already vested with the ownership of the said Property.
13. By an Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March, 2009, read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017, made between 'the Company' of the One Part and EIPL of the Other Part, the Company has appointed EIPL as Chief Project Manager and Co-ordinator to co-ordinate and manage the project of development of, *inter alia*, the said Property (excluding the said Commercial Premises and Car Parking Spaces which have been allotted as mentioned in paragraph 7 herein), as per terms and conditions set out therein. The name of EIPL has been changed to CCI Projects Private Limited, pursuant to fresh Certificate of Incorporation consequent on change of name dated 12<sup>th</sup> March, 2010. Accordingly, EIPL is hereinafter referred to as 'CCI Projects'.
14. The Company has with the assistance of CCI Projects commenced and continued the development of the said Property. In pursuance thereof, the



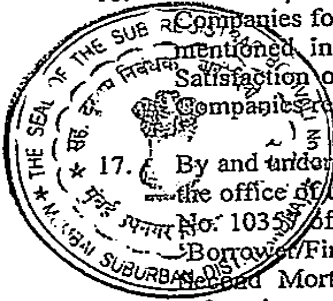
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Company and CCI Projects have allotted/will be allotting and have entered into/ will be entering into Agreements for Sale, in respect of flats/units/areas in the buildings/structures constructed/ to be constructed on the said Property from time to time.

**B. Mortgage:**

15. By and under a Debenture Trust Deed dated 20<sup>th</sup> November, 2015 registered with the office of the Sub-Registrar of Assurances at Andheri No. 4 under Serial No. BDR-15/9549 of 2015 made between CCI Projects, therein referred to as 'the Issuer/First Mortgagor', the Company, therein referred to as 'the Second Mortgagor', Ambit Finvest Private Limited, therein referred to as 'the Facility Agent' and IL&FS Trust Company Limited, therein referred to as 'the Debenture Trustee', a charge was created, *inter alia*, on the unsold flats (as described in the Part C of Schedule 2 read with Schedule 3 thereof), in the manner therein contained.

16. We have perused Form CHG-4 filed by CCI Projects with the Registrar of Companies for registration of satisfaction of charge with respect to the debt mentioned in paragraph 15 hereinabove and also the Memorandum of Satisfaction of Mortgage dated 12<sup>th</sup> June 2018 issued by the Registrar of Companies recording the satisfaction of the aforesaid debt.



17. By and under a Deed of Mortgage dated 20<sup>th</sup> October, 2016 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. 10357 of 2016 made between CCI Projects, therein referred to as the 'Borrower/First Mortgagor', the Company, therein referred to as 'the Second Mortgagor', Ambit Finvest Private Limited ("AFPL"), therein referred to as 'the Mortgagee', CCI Projects availed of a term loan facility from AFPL to the tune of Rs.17,00,00,000/- (Rupees Seventeen Crores only) and in order to secure the due repayment of the same it, *inter-alia*, created a charge on the premises admeasuring 16374 square feet or thereabouts on the first floor in the said Building standing on the said Property along with the land appurtenant for car parking spaces as shown on the plan annexed thereto and corresponding proportionate undivided interest in the said Property, in the manner therein contained.

18. With regards to the charge created in favour AFPL under the aforesaid Deed of Mortgage dated 20<sup>th</sup> October, 2016, by and under a Deed of Reconveyance dated 22<sup>nd</sup> May, 2018 and registered with the Office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. 6287 of 2018 executed by AFPL, therein referred to as 'the Lender/Mortgagee', in favour of (i) CCI Projects therein referred to as the 'Issuer/First

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Mortgagor', and (ii) the Company, therein referred to as 'the Second Mortgagor', AFPL has released and re-conveyed the premises admeasuring 16374 square feet or thereabouts on the first floor in the said Building standing on the said Property.

19. By and under a Deed of Mortgage dated 22<sup>nd</sup> May 2018 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6/6288 of 2018 executed between CCI Projects, therein referred to as 'the Borrower/ First Mortgagor' of the First Part, the Company, therein referred to as 'the Second Mortgagor' of the Second Part and Ambit Finvest Private Limited ("AFPL"), therein referred to as 'the Mortgagee' of the Last Part, the Company, CCI Projects availed of a term loan facility from AFPL and in order to secure the due repayment of the same, a first ranking and exclusive charge in favour of AFPL was created, *inter alia*, in respect of the said Property together with a charge on the commercial premises on the first floor admeasuring 16374 square feet or thereabouts in the building standing on the said Property, on the terms and conditions as stipulated therein.

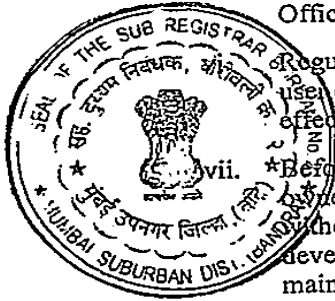
**C. Permissions/Approvals:**

20. The Competent Authority, Mumbai, appointed under the provisions of the Urban Land (Ceiling and Regulations) Act, 1976, by its corrigendum dated 22<sup>nd</sup> October 1999, bearing No. C/ULC/6(1) SR-1/171 to its earlier order dated 31<sup>st</sup> October, 1981, bearing No. C/ULC/6(1)SR-1/171 issued by the Additional Collector & Competent Authority, ULC, Greater Bombay, has, *inter alia*, declared the entire Larger Property admeasuring 1,51,327.90 square metres to be non-vacant land.
21. By a letter dated 25<sup>th</sup> July, 2000 addressed by the Municipal Corporation of Greater Mumbai (MCGM) a portion of the Larger Property was converted from I-3 Zone to C-1 Zone. Further, by a letter dated 12<sup>th</sup> August, 2002 bearing No. CHE/1016/DPWS/P&R addressed by the Executive Engineer (Development Plan) from the Office of the Chief Engineer (DP, MCGM) M/s. Access Architects, certain additional land forming a part of the Larger Property bearing CTS No. 163/A and 165 and falling in Special Industrial Zone (I-3) (as per the aforesaid letter dated 25<sup>th</sup> July, 2000) was converted into Local Commercial Zone (C-1), *inter alia*, subject to the following conditions:

- i. That the recreational open space shall be provided in accordance with provisions of D.C Regulation No. 23 of D.C.R, 1991;
- ii. That the development shall conform to the D.C.R, 1991;

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- iii. That the scrutiny fee of Rs.5/- per sq. mt shall be paid in this office before issue of development permission for the additional area proposed to be converted from Industrial to Commercial user;
- iv. That the amenity space and additional recreational space to the extent of 7.5% and 10% of the plot area respectively, shall be earmarked with adequate access to the same and the same shall be handed over to MCGM in lieu of the TDR as admissible under D.C.R, 1991 as and when demanded but not later than permitting development beyond 50% of the normal potential of the land;
- v. That the access road to the amenity spaces and 10% additional R.G shall be paved in concrete, drained and lighted as per specifications of MCGM and the same shall be maintained in good condition without any liability on MCGM. The permanent right of way shall be granted to the MCGM for deriving access through the road and agreement for the same shall be executed in consultation with Law Officer;



- vi. Regular proposal shall be got approved from EEBP for change of use of the existing structure shown to be retained on Plot 'A', before effecting the change;
- vii. \*Before handing over 10% additional R.G to MCGM, the owner/developer shall develop the same as required by C.H.E.D.P without claiming any compensation/additional TDR for the development and if required by MCGM, the owner/developer shall maintain the same on adoption basis. A Registered undertaking to that effect will be submitted at the office of C.H.E.D.P;
- viii. NOC from Highway Authorities shall be obtained for deriving access from Highway and the construction on the plot shall be subject to the conditions stipulated in the Government order dated 9.3.2001 under No. RBD-1081/871/ Rds-7.

The Company has represented to us that the aforesaid conversion from I-3 to C-1 zone included the said Property.

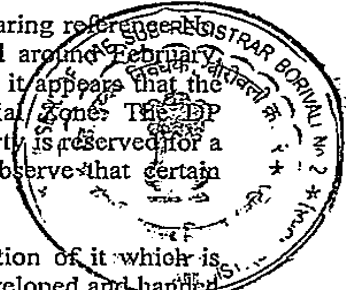
- 22. By an order dated 24<sup>th</sup> November, 2004 bearing reference No. C/Desk-VII-A/LND/NAP/SR-7639 passed by the Collector, Mumbai Suburban District, *inter alia*, the user of a portion of the Larger Property admeasuring 63,014.36 square metres was converted for non-agricultural purpose and could be used for residential purpose and another portion admeasuring 18520 square metres was converted for non-agricultural purpose and could be used for commercial purpose. The Company has represented to us that the aforesaid order includes the said Property.

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23. It appears that the Company had filed an appeal before the Chief Minister, Government of Maharashtra, Mantralaya, Mumbai against MCGM under section 47 of the Maharashtra Regional and Town Planning Act, 1966. By an order dated 8<sup>th</sup> July, 2005 passed by the Chief Minister of Maharashtra, the aforesaid appeal was allowed. Further, it was *inter alia* directed that the 10% recreation space earmarked on the layout of the property of the Company should not be treated as Development Plan reservation and no Transferable Development Rights should be allowed in lieu of the aforesaid 10% additional recreation space. However, the same shall be treated as additional Recreational Space provided in the layout.
24. MCGM, vide its Full Occupation Certificate dated 30<sup>th</sup> November, 2010 bearing No. Ch.E/ A-4136/B.P(W.S)/AR, granted permission to occupy the Maternity Home and Dispensary building standing on a portion admeasuring 2530 square meters out of the Larger Property (bearing C.T.S Nos. 163/A and 165) *inter alia*, subject to the Company handing over and transferring the aforesaid Maternity Home and Dispensary building alongwith the portion admeasuring 2530 square meters out of the Larger Property in favour of MCGM, prior to obtaining the Building Completion Certificate in respect of the aforesaid Maternity Home and Dispensary building.
25. Additionally, by a Possession Receipt dated 4<sup>th</sup> March, 2013, MCGM has been handed over vacant possession of the Maternity Home and Dispensary constructed on the area admeasuring 2530 square metres out of CTS No. 165 forming a part of the Larger Property, *inter alia*, subject to transferring the amenity plot admeasuring 2530 square metres in the favour of MCGM prior to obtaining the Building Completion Certificate.
26. On perusal of the Development Plan 2034 Remarks bearing reference No. Ch.E./ DP34201902111199967 /D.P.Rev issued in and around February 2019 in respect of the Larger Property by the MCGM, it appears that the Larger Property falls in the Residential and Industrial Zone. The DP Remarks further state that a portion of the Larger Property is reserved for a Municipal Dispensary/Health Post. Furthermore, we observe that certain portions of Larger Property are affected by DP roads.

In view to the above, if the said Property or any portion of it which is affected by DP reservation, the same will have to be developed and handed over to the concerned authorities. The Company has represented that the building/buildings in the said Property, constructed/under construction will not be affected by the Development Plan.

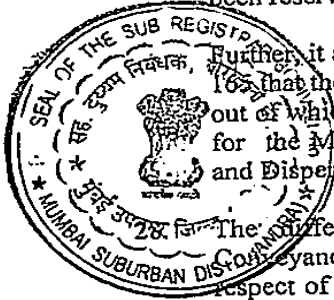


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**D. Property Cards:**

27. As per the true copy of extracts of the property register card issued by City Survey Officer, Borivali on 26<sup>th</sup> August, 2016, the name of the Company was entered into the extracts of the property register card of CTS Nos. 163/A/1, 163/A/2 and 165, being the Larger Property as the holder of the same. The extract of the property register cards show the aggregate area of the Larger Property as 1,51,327.90 square meters. The property register card reflects the tenure of the Larger Property as 'C' (Non-Agricultural land).

It appears that the erstwhile Survey No. 163/A was further divided into CTS Nos. 163/A/1 admeasuring 3571.8 square meters and 163/A/2 admeasuring 896.9 square meters. On perusal of the extract of the property register card with respect to CTS No. 163/A/2, it appears that the same has been reserved for the purpose of recreation ground.



Further, it appears from the extract of the property register card of CTS No. 165 that the same of Greater Mumbai admeasures 1,46,859.2 square meters out of which an area admeasuring 2530 square meters is to be kept reserved for the Municipal Corporation of Greater Mumbai for a Maternity Home and Dispensary.

The difference in aggregate area between the aforesaid 4 (Four) properties (mentioned in paragraph nos.1,2,4 and 5 hereinabove) in respect of the First Property, the Second Property, the Third Property and the Fourth Property and the property register card may be due to conversion or actual measurement.

**E. Searches and Public Notices:**

29. Public Notice :

We have caused Public Notices to be issued on 20<sup>th</sup> June, 2019 in the "Times of India (Classifieds)" and "Maharashtra Times (Classifieds)" for the investigation of title to *inter alia*, the said Property. In pursuance of the above, we have received a claim from J. Sagar Associates, Advocates and Solicitors, on behalf of their client Mr. Bharat Gupta, vide their letter dated 24<sup>th</sup> June 2019, which has been duly replied by us, under instructions from the Company and CCI Projects. The Company and CCI Projects have admitted and confirmed the rights of Mr. Bharat Gupta alongwith Mr. Vinod Gupta in respect of the commercial premises and the car parking spaces mentioned in paragraph 7 hereinabove.

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- (i) Copies of documents/papers provided to us are precise and genuine copies of originals;
- (ii) Each document/paper has been signed/ executed by persons purporting to sign/ execute the same and such person has full authority and power to do so; and
- (e) In no circumstances, shall the cumulative liability, if any, of our firm viz., Messrs. Kanga & Co., Advocates & Solicitors, its Partners, Associates or employees, in connection with the preparation or the issue of this Report on Title, exceed the professional fees paid by the Company to us in that behalf.

**H. Conclusion:**



On the basis and subject to (i) the aforesaid mortgage/charge of Ambit Invest Private Limited, (ii) the rights of CCI Projects under the Project Management and Co-ordination dated 26<sup>th</sup> March, 2009, read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017 and (iii) the rights of Mr. Vinod Gupta and Mr. Bharat Gupta under the aforementioned Agreement for Sale dated 14<sup>th</sup> February, 2005, in our opinion, the title of the Company viz. Cable Corporation of India Limited to the said Property is clear and marketable.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

*(Description of "the Larger Property")*

All those pieces and parcels of land admeasuring 151327.90 square metres or thereabouts together with the buildings or structures thereon situated at village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Sub-District of Mumbai City in the State of Maharashtra bearing CTS Nos. 165, 163A/1 and 163A/2 .

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**THE SECOND SCHEDULE ABOVE REFERRED TO:**

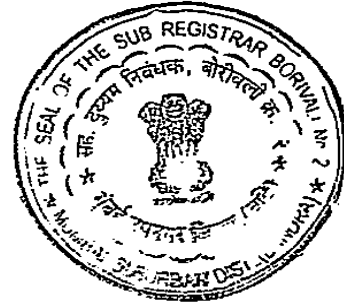
*(Description of "the said Property")*

Portion of the Larger Property being piece and parcel of land admeasuring 3436 square meters or thereabouts together with the building/structure standing thereon located on the Larger Property more particularly described in the First Schedule hereinabove written.

Dated this 29<sup>th</sup> August, 2019.

Kanga and Company,

*S. S. Ubidy*  
Partner

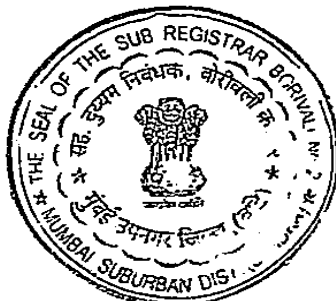


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**NOTE >**

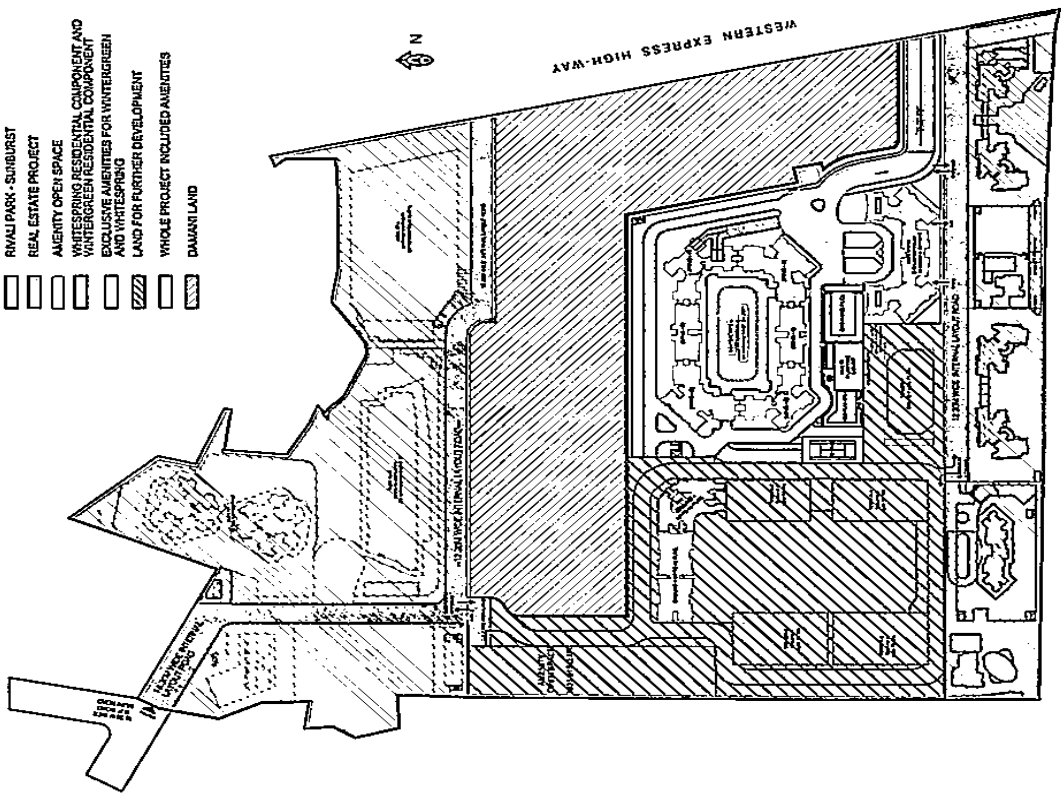
- The detailed scheme of development in this Agreement discloses the designated uses of the existing, ongoing and proposed buildings / structures / towers / wings and the proposed phases of development on the Large Property. Any amendments in the proposed layout in accordance with the approved scheme may result in consequential changes to the proposed scheme of development disclosed in this Agreement.
- The Whole Project will also include up to 7 acres, Covered, Lower Ground and up to 3 basements abutting the (1) parking / service / utility for use as, a part of the Real Estate Project, access / egress of Other Residential Component (to be developed in one or more phases), the Other Commercial Component (to be developed in one or more phases) and access / egress of Completed Projects (b) commercial premises such as club restaurant / cafe / shop / retail / recreation / entertainment / institutional / residential premises and lot etc.
- The Promoter proposes to utilize a total FSI of 600 U.S. approx. 600,000 sq. mt on the Large Property and the same shall be subject to the following conditions: (a) the area including but not limited to parking areas, amenity (s) and any other development or building proposed, and / or details that may become available for utilization on the Real Estate Project.
- The Promoter has designated and identified for the address of the Real Estate Project, on the Land under Further Development, the Exclusive Amenities for New Phase Residential Component but will be visible by the address of the Real Estate Project on a non-exclusive basis along with address of Road Part - Suburb and Tower 3 to 7 in the Other Residential Component and shall not be visible by address of Completed Project.
- The address of the Real Estate Project shall not be permitted to use any of the amenities designated and provided exclusively for the address of the Completed Projects i.e. Whitewater Residential Component, Western Residential Component, Arcade Commercial Component and for the address of the Other Residential Component i.e. Road Part - Suburb and Tower 3 to 7 on the Land under Further Development. The Promoter has designated and identified parking / service / utility for the address of the Other Residential Component and shall be visible to the address of the Real Estate Project and these parking / service / utility and amenities shall have exclusive entry / exit points for the abovementioned components or may be in common with address of the Real Estate Project.
- The Whole Project included Amenities shall be shared between the address of the Real Estate Project, Completed Projects and the Other Residential Component.
- Details contained in this note are subject to terms and conditions more particularly described in the Agreement for Sale of Premises. The captioned terms and provisions used herein shall have the same meaning as described to them in the Agreement of Sale of Premises.



**LEGEND**

- THE SAID PLOT
- LARGER PROPERTY
- MANAWA DALANDS
- INTERNAL LAYOUT ROAD
- RIVALI PARK LAND
- RIVALI PARK - SUBURST
- REAL ESTATE PROJECT
- AMENITY OPEN SPACE
- WHITESPRING RESIDENTIAL COMPONENT AND WINTERGREEN AND WINTERGREEN
- EXCLUSIVE AMENITIES FOR WINTERGREEN
- LAND FOR FURTHER DEVELOPMENT
- WHOLE PROJECT INCLUDED AMENITIES
- DAMANI LAND

**ANNEXURE - B  
PROPOSED LAYOUT WITH PHASING/USER (PLP)**



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Annexure - D



## Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
P51800053578

Project: Rivali Park - Stargaze , Plot Bearing / CTS / Survey / Final Plot No.:163-A & 165 at Magathane, Borivali,  
Mumbai Suburban, 400066;

1. Cci Projects Private Limited having its registered office / principal place of business at Tehsil: Borivali, District:  
Mumbai Suburban, Pin: 400066.

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

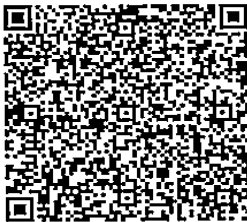
- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

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

- The Registration shall be valid for a period commencing from 10/11/2023 and ending with 31/10/2029 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

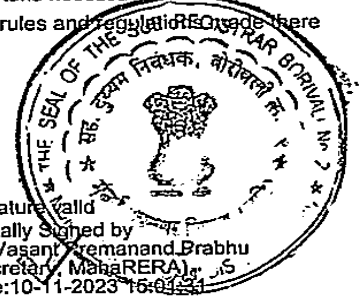
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 10/11/2023

Place: Mumbai

Signature valid  
Digitally Signed by  
Dr. Vasant Premchand Brabhu  
(Secretary, MahaRERA)  
Date:10-11-2023 16:04:31



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

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Annexure - E

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Amended Plan Approval Letter**

File No. CHE/A-3016/BP(WS)/AR/337/9/Amend dated 25.09.2023

To, **SHASHIKANT LAXMAN JADHAV**  
B-106, NATRAJ BLDG., MULUND (W)

CC (Owner),  
M/S. CABLE CORPORATION OF  
INDIA LTD.  
Laxmi bldg. 6, S.V.Marg, Ballard  
Estate, Mumbai.

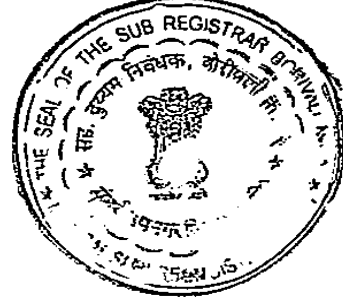
**Subject :** Proposed residential building on plot bearing CTS No. 163-A & 165 of Village Magathane at Dattapada Road, Borivali East, Mumbai-400066.

**Reference :** Online submission of plans dated 29.08.2023

Dear Applicant/ Owner/ Developer,

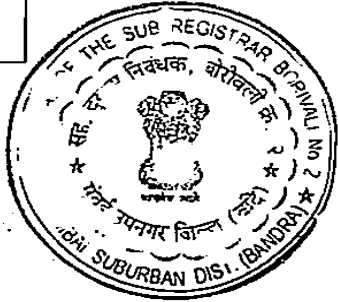
There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- |    |  |
|----|--|
| 1) | That all the conditions of IOD under even number CHE/A-3016/BP(WS)/AR dated 29.03.2005 shall be complied with.                                     |
| 2) | That the revised R.C.C. design and calculation shall be submitted before requesting C.C.   |
| 3) | That the revised NOC from HE shall be submitted before requesting C.C.   |
| 4) | That the Extra Water and Sewerage Charges shall be paid and No dues pending from A.E.W.W. R/Central ward shall be submitted before requesting C.C. |
| 5) | That the revised Janata Insurance Policy shall be submitted before requesting C.C.   |
| 6) | That the CC shall be re-endorsed for carrying out the work as per amended plan.  |



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	All the payments shall be paid before requesting C.C.
	The One time PCO charges shall not be paid before asking for C.C.
	The adequate safeguards should be employed for preventing dispersal of (dust) particles/ particles through the Air (or even vice) & adequate record shall be maintained & uploaded for every single trip for disposal of C&D waste, at the time of loading the waste in vehicle, after loading the C&D waste in the vehicle ring the hauling.
	The construction site & landfill site shall be inspected by the Licensed Architect/Licensed Engineer, the compliance report thereof be uploaded, any breach in respect of the same will entail the cancellation of the building permission or the IOD of the work will be to be stopped immediately.
	The construction is being permitted with a condition that the debris shall be deposited on pre-identified site with due consent / NOC and owner.
	In the event the consent given by the disposal site owner / authority is revoked for any reasons, and/ or in the event the time limit which disposal site was available gets expired, the relevant construction activity shall be stopped show cause notice shall be till such time Waste Management Plan/ Debris Management plan is amended to provide the new site for dumping of C&D Waste of approved online, construction work shall not be recommenced.
	The valid Bank Guarantee of Rs. 50,00,000/- shall be furnished solely for the purpose of ensuring compliance of the conditions in Waste Management Plan/ Debris Management Plan approved by SWM department of MCGM, till grant of full Occupation certificate.
	Any officer of MCGM/ Monitoring Committee shall be entitled to inspect the record of grant of IOD, visit of inspect landfill sites, as well as, MCGM Officers/ Monitoring Committee shall be entitled to bring to the notice of MCGM any breach in the IOD conditions. The orders passed by MCGM on the reported breaches shall be final binding.
	All the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 In the case of Dumping Ground should be followed with.



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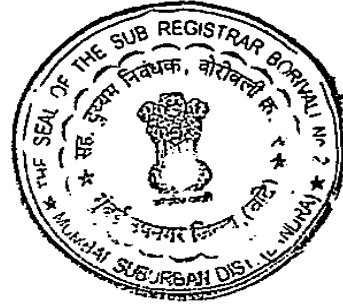


Digitally signed by Mahesh Sambhu Revadkar  
Date: 25 Sep 2023 15:26:26  
Organization: Bhandhumbal Municipal Corporation  
Designation: Executive Engineer

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer . Building Proposal  
Western Suburb II

Copy to :

- 1) Assistant Commissioner, R/C Ward
  - 2) A.E.W.W., R/C Ward
  - 3) D.O. R/C Ward
- Forwarded for information please.



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Annexure - E



## BRIHANMUMBAI MUNICIPAL CORPORATION

## FORM 'A'

## MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/A-3016/BP(WS)/AR/FCC/6/Amend

## COMMENCEMENT CERTIFICATE



To.  
M/S. CABLE CORPORATION OF INDIA LTD.  
Laxmi bldg. 6, S.V.Marg, Ballard Estate, Mumbai.

Sir,

With reference to your application No. CHE/A-3016/BP(WS)/AR/FCC/6/Amend Dated. 19 Jun 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 19 Jun 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. NA C.T.S.No. 163-A & 165 Division / Village / Town Planning Scheme No. MAGATHANE R/C situated at DATTAPADA ROAD Road / Street in R/C Ward Ward .

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

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

The Municipal Commissioner has appointed Shri. Asst.Engineer(B.P)R1 Shivshant S.Doke Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 28/3/2019

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Issue On : 15 Mar 2011

Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C for basement + Lower ground + Ground + upper Ground + 1st (pt) podium slab excluding area of temporary shed to be retained floor level as per approved amended plans. Dtd. 05.02.2011

Approved By

Issue On : 22 Mar 2012

Valid Upto : 28 Feb 2019

Application Number :

Remark :

C.C for further extended for full C.C for (Building 4/1 i,e wing 1A white spring ) up to work of basement + Lower ground + upper Ground + 1st (pt Podium )+ pt fitness center & community hall + 2nd to 19th upper floor as per approved plans dtd. 05.02.2011

Approved By

Issue On : 29 Mar 2012

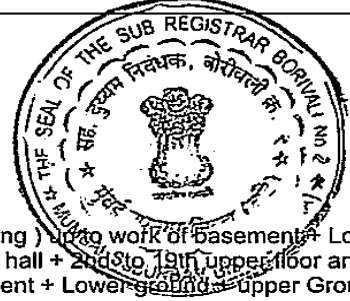
Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C for further extended for full C.C for (Building 4/1 i,e wing 1A white spring ) up to work of basement + Lower ground + upper Ground + 1st (pt Podium )+ pt fitness center & community hall + 2nd to 19th upper floor and grant full C.C for (Building 4/2 i,e wing 1B winter Green) (A) up to work of basement + Lower ground + upper Ground + 1 still + 2nd to 14th upper floor as per approved plans dtd. 05.02.2011

Approved By



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Issue On : 22 Jul 2013

Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C. for further extended for (Building 4/2 i.e. Winter Green ) (Wing 'A') upto work of basement + Lower Ground + Upper Ground + 1st Stilt + 2nd to 20th Upper floors and re-endorsement C.C. for (Building 4/2 i.e. Winter Green) Wing 'D' work upto stilt slab level and (Building 4/1, White Spring i.e. Wing 'A' and 'B') upto work of Basement + Lower Ground + Upper Ground +(part Podium) + Fitness Centre and Community Hall + 2nd to 19th upper floor as per approved amended plan dated 19.07.2013

Approved By

Issue On : 05 Mar 2014

Valid Upto : 28 Mar 2019

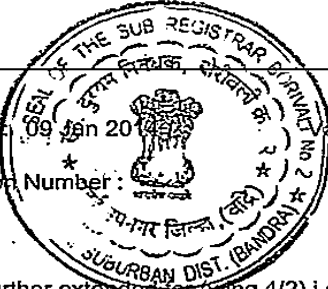
Application Number :

Remark :

C.C. for further extended for (Wing 4/2) i.e. Winter Green having six wings i.e A,B,C,D,E,&F. Wing 'A' Comprising of 2 level Basement + Stilt for parking + 1st (part) Podium + 1st to 30th upper floors and Wing 'B', 'E' Comprising of 2 level Basement + Stilt for parking + 1st (part) Podium + 1st Upper floors and Wing 'F' comprising of 2 level basement + + Stilt for parking + 1st (part) Podium + 1st to 5th upper floors and wing 'D' & 'C' comprising of 2 level basement + + Stilt for parking + 1st (part) Podium floor level and re-endorsed of C.C. for (Wing 4/1) i.e. White Spring having two wings i.e. 'A' & 'B' comprising of 2 level Basement + Stilt + 1st floor for part podium + part fitness centre and Community hall + 2nd to 19th upper floors as per approved amended plans dtd. 15.02.2014

Approved By

Issue On :



Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C for further extended for (wing 4/2) i.e. Wintergreen Wing 'D' comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st to 13th upper floors and re-endorsement of C.C. for (Wing 4/2) i.e. Winter Green having five Wings i.e A,B,C,E and F. Wing 'A' comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st to 30th upper floors and Wing 'B' and 'E' comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st upper floor level, and Wing 'F' comprising of 2 level basement + + Stilt for parking + 1st (part) Podium + 1st to

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5th upper floors and (Wing 4/1) i.e. White Spring having two wings i.e. A & B comprising of 2 level basement + Stilt for parking + 1st floor for part podium + + part fitness centre and Community hall + 2nd to 19th upper floors as per approved amended plans dtd. 15.02.2014

Approved By

Issue On : 24 Apr 2015

Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C for further extended for (wing 4/2) i.e.. Winter Green having Six Wings i.e A,B,C,D, E and F. Wing 'A' comprising of two level basement + Stilt for parking + 1st (part) Podium + 1st to 42nd upper floors and Wing 'B' and 'E' comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st to 7th upper floor level, and Wing 'C' and 'F' comprising of two level basement + + Stilt for parking + 1st (part) Podium + 1st to 11th upper floors and Wing 'D' Comprising of two level basement + Stilt for parking + 1st (part) Podium + 1st to 26th upper floors and re-endorsement C.C. for (Wing 4/1) i.e. White Spring having two wings i.e. A & B comprising of 2 level basement + Stilt for parking + 1st floor for part podium + + part fitness center and Community hall + 2nd to 19th upper floors as per approved amended plans dtd. 20.04.2015

Approved By

Issue On : 23 Feb 2016

Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C for further extended for work of (wing 4/2) i.e.. Winter Green having Six Wings i.e. A,B,C,D, E and F. Wing 'D' Comprising of two level basement + Stilt for parking + 1st (part) Podium + 1st to 44th upper floors for residential use, total height of Wing 'D' is 153.65 Mt and re-endorsed C.C for (wing 4/2) i.e.. Winter Green having Six Wings i.e A,B,C,D, E and F Wing 'A' comprising of two level basement + Stilt for parking + 1st (part) Podium + 1st to 42nd upper floors and Wing 'B' and 'E' comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st to 7th upper floor level, and Wing 'C' and 'F' comprising of two level basement + + Stilt for parking + 1st (part) Podium + 1st to 11th upper floors and C.C. for (Wing 4/1) i.e. White Spring having two wings i.e. A & B comprising of 2 level basement + Stilt + 1st floor for part podium + part fitness center and Community hall + 2nd to 19th upper floors as per approved amended plans dtd. 28.01.2016.

Approved By



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Issue On : 27 May 2016

Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C re-endorsed for the work of (Wing 4/2) Winter Green having Six Wings i.e A,B,C,D, E and F Wing 'A' comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st to 42nd upper floors and Wing 'B' and 'E' comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st to 7th upper floor level, and Wing 'C' and 'F' comprising of two level basement +Stilt for parking + 1st (part) Podium + 1st to 11th upper floors and Wing 'D' is comprising of 2 level basement + Stilt for parking + 1st (part) Podium + 1st to 44th upper floors and for (Wing 4/1) i.e. White Spring having two wings i.e. A & B comprising of 2 level basement + Stilt + 1st floor for part podium + part fitness centre and Community hall + 2nd to 19th upper floors as per approved amended plans dtd. 24.05.2016.

Approved By

Issue On : 12 Sep 2017

Valid Upto : 28 Mar 2019

Application Number :

Remark :

C.C. for further extended for 1st floor for part podium + part fitness center & community hall and welfare center + for flat No. 5& 6 for (Wing 4/1) i.e White Spring on 14th floor and re-endorsed for (Wing 4/2) Winter green having six wings i.e. A, B, C, D, E & F. Wing 'A' comprising of 2 level basement + stilt for parking + 1st (part) podium + 1st to 42nd upper floors & Wing 'B, & E comprising of 2 level basement + stilt for parking + 1st (part) podium + 1st to 7th upper floors. & Wings 'C' & 'F' comprising of 2 level basement + stilt for parking + 1st (part) podium + 1st to 11th upper floors & Wing 'D' is comprises of 2 level basement + stilt for parking + 1st (part) podium + 1st to 42nd upper floors as per approved amended plan dated 1.09.2017

Approved By

Issue On : 28 Sep 2018

Valid Upto : 24 Sep 2019

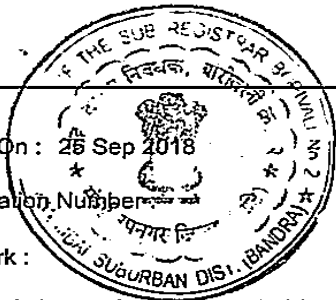
Application Number :

Remark :

This C.C. is now further extended for the work of proposed building (4/1) additional wing 'C' comprising of Ground

CHE/A-3016/BP(WS)/AR/FCC/6/Amend

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Floor for commercial (shops) and re-endorsed C.C for 'White Spring' i.e (4/1) having two wings i.e. Wing A & B comprising of 2 level basement + Stilt + 1st floor for part podium + part Fitness Center + Welfare center + 2nd to 19th upper floors for residential use and modification in flat No. 5 & 6 of 14th floor &

And

re-endorsed CC for the Building (4/2) Winter Green having six wings i.e. Wing A, B, C, D, E & F comprises of 2 level basement + stilt for parking + 1st (part) podium above which wing 'A' & 'D' is 1st to 42nd upper floor, Wing 'B' & 'E' is 1st to 7th upper floor, Wing 'C' & 'F' is 1st to 11th upper floors for residential use as per approved amended plan dated 31.08.2018.

Approved By

Issue On : 22 Mar 2021

Valid Upto : 21 Mar 2022

Application Number :

CHE/A-3016/BP(WS)/AR/FCC/4/Amend

Remark :

The CC is hereby re-endorsed for entire work of C.C. for (Wing 4/1) wing 'C' comprising of Ground Floor for commercial (shops) (Wing 4/2) winter green having six wings i.e. A, B, C, D, E & F. wing 'A' comprising of 2 level basement + stilt for parking + 1st (part) podium + 1st to 42nd upper floors & wing 'B, & E comprising of 2 level basement + stilt for parking + 1st (part) podium + 1st to 7th upper floors. & wings 'C' & 'F' comprising of 2 level basement + stilt for parking + 1st (part) podium + 1st to 11th upper floors & Wing 'D' is comprises of 2 level basement + stilt for parking + 1st (part) podium + 1st to 42nd upper floors as per approved amended plan dated 15.03.2021.

Approved By

Asst. Engineer (B.P) Shri.Abhijit Sankhe

Assistant Engineer (BP)

Issue On : 20 Feb 2023

Valid Upto : 19 Feb 2024

Application Number :

CHE/A-3016/BP(WS)/AR/FCC/5/Amend

Remark :

This C.C. is re-endorsed upto 2nd podium level as per approved amended plans dated 22.11.2022



Asst.Engineer(B.P) Ramesh S.Doke

Assistant Engineer (BP)

Issue On : 10 Oct 2023

Valid Upto : 28 Mar 2024

CHE/A-3016/BP(WS)/AR/FCC/6/Amend

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Application Number : CHE/A-3016/BP(WS)/AR/FCC/6/Amend

Remark :

This C.C. is re-endorsed up to 2nd podium level as per approved amended plans dated 25.09.2023.



Digitally signed by Shivshant Sudhakarnao Dote  
Date: 10 Oct 2023 19:25:46  
Organization: Brihanmumbai Municipal Corporation  
Designation: Assistant Engineer (BP)

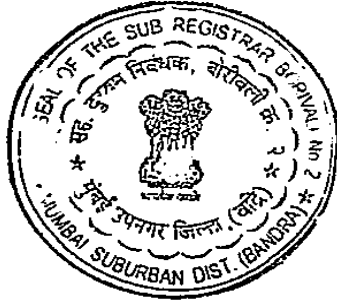
For and on behalf of Local Authority  
Brihanmumbai Municipal Corporation

Assistant Engineer . Building Proposal

Western Suburb II R/C Ward Ward

Cc to :

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



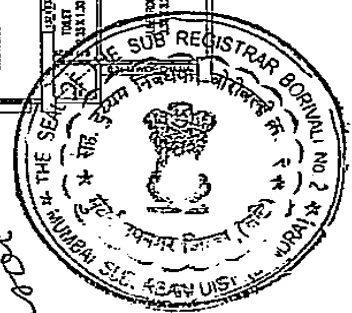
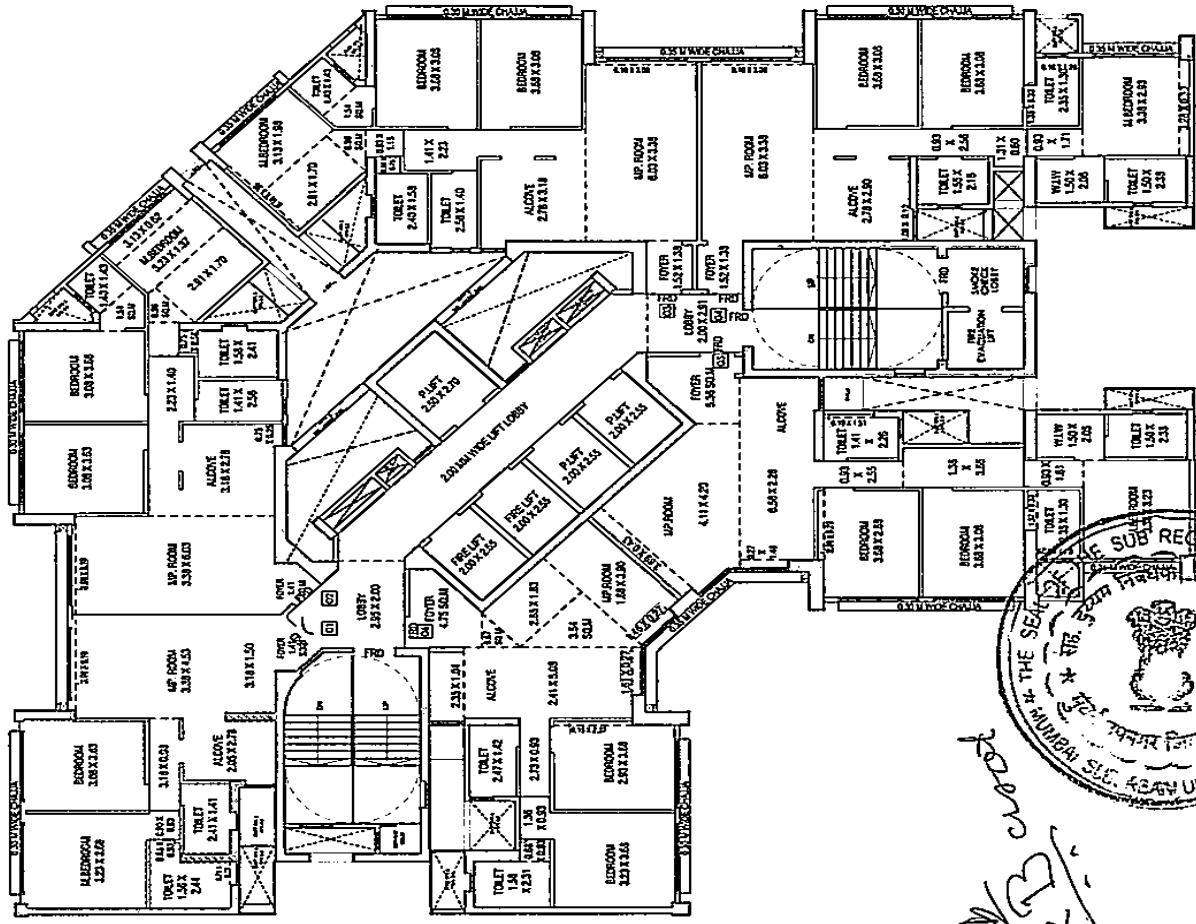
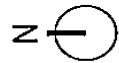
CHE/A-3016/BP(WS)/AR/FCC/6/Amend

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9TH TO 14TH - TYPICAL FLOOR PLAN

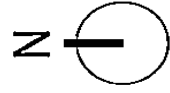
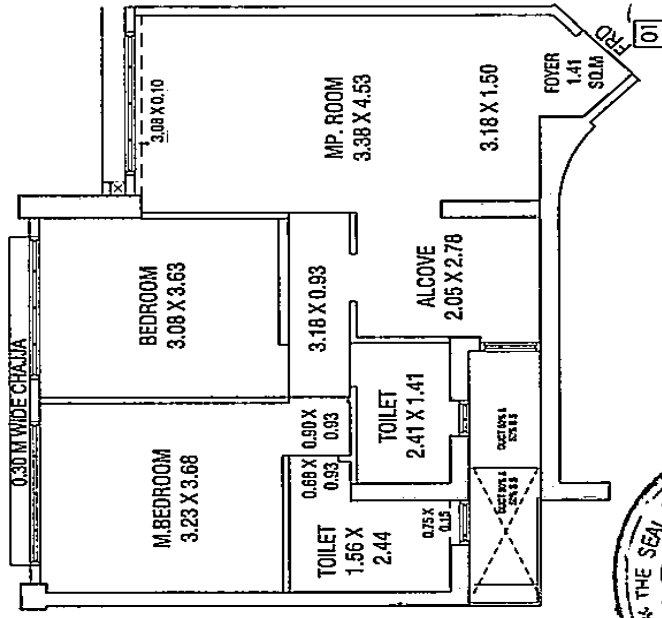
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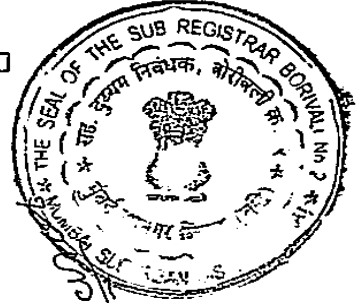
*Handwritten signature and initials in black ink.*

Annexure - F  
Rivali Park - Stargaze

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9TH TO 14TH TYPICAL - Unit no : 1 -  
SCALE :- NTS



*(Handwritten mark)*

*(Handwritten signature)*

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Annexure - G  
Rivali Park - Stargaze  
Flat no : 1401



महाराष्ट्र शासन

Annexure - H

मालमत्ता पत्रक



ULPIN: 50053117794

[महाराष्ट्र जमीन महसूल (गाव, नगर व शहर भूमापन) नियम, १९६९ यातील नियम ७ नमुना "ड"]

गाव/पेठ : सागाठणे		तालुका/न.भू.का. : नगर भूमापन अधिकारी, बोरीवली			जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक	शिफ्ट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या क्रमवारीसंबंधीची नियत वेळ
१६५			१४६८५९.२०	सी	-

सुविधाधिकार :
हस्ताक्या मूळ धारक : H
वर्ष : [शेतीकडे] केवल को.ऑ.एण्ड इंडिया लि. [१४६८५९.२० चौ.मी] • १९३९३०.९८ चौ.मी
पट्टेदार :
इतर भार :
इतर अरे :

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(वा), पट्टेदार(वा) किंवा भार (स)	सादांकन
21/07/1976	सबर नॉद नं.६४२ दि.१.४.६८ चे मॉडीफिकेशन व फर्दरचार्ज चे चौकशीवरून र. नॉद नं.८६१९/१९५९/१५.९.५२ अन्वयेक अमेरिकन डॉलर्स १२४५०००/-	SR न.भू.अ. आदेशा नमूने/१६५	श्री. दि.इंडस्ट्रियल क्रेडीट अँड इन्व्हेस्टमेंट कॉर्पोरेशन ऑफ इंडिया लि.	सही- 21/07/1976 न.भू.अ. ६ मुंबई उपनगर मुंबई
21/07/1976	नॉद नं.९२/१२.९.६३ अन्वये अमेरिकन डॉलर्स		दि.इंडस्ट्रियल क्रेडीट अँड इन्व्हेस्टमेंट कॉर्पोरेशन ऑफ इंडिया लि.	सही- 21/07/1976 न.भू.अ. ६ मुंबई उपनगर मुंबई
21/07/1976	र.नॉद नं.३४०९/१६.९.६६ प्रमाणे अमेरिकन डॉलर्स २७०३४५.७८ चे फर्ज		दि.इंडस्ट्रियल क्रेडीट अँड इन्व्हेस्टमेंट कॉर्पोरेशन ऑफ इंडिया लि.	सही- 21/07/1976 न.भू.अ. ६ मुंबई उपनगर मुंबई
21/07/1976	र.नॉद नं.१३६७/२.४.६८ प्रमाणे खर्चन डॉलर्स नॉद नं.२१३०००/-चे फर्ज.		दि.इंडस्ट्रियल क्रेडीट अँड इन्व्हेस्टमेंट कॉर्पोरेशन ऑफ इंडिया लि.	सही- 21/07/1976 न.भू.अ. ६ मुंबई उपनगर मुंबई
31/05/2004	मे.केवल कॉर्पोरेशन ऑफ इंडिया लि. यांचा दि.२४/१२/२००३ चा अर्ज व मुख्य निबंधक, बोरीवली यांचेकडील नोंदणीकृत रिफरन्स सुची क्र. ३ अ.अ.सवर-६ / १०७०९ / ०३, दि.१२/१२/२००३ अन्वये आय.सी.आय.सी.आय.सिक लि. यांचेकडून घेतलेल्या कर्जाची परतफेड केल्याने स.र.नॉद नं.६४२ दि.१/४/६८, ९२ दि. १२/४/६३, ३४०७ दि. १६/४/६६, १३६७ दि. २/४/६८ अन्वये घेतलेल्या योगाव्या दि.२४/०७/१९७६ च्या नोंदी कमी केल्या.		दि.इंडस्ट्रियल क्रेडीट अँड इन्व्हेस्टमेंट कॉर्पोरेशन ऑफ इंडिया लि.	क्रमांक क्र. ५७ प्रमाणे सही- 31/05/2004 न. भू. अ. बोरीवली
16/03/2011	मा.अपर जिल्हाधिकारी व सहाय प्रधिकारी (नागरी क्षेत्र कमाल धारण) मुहम्मदुयई यांचेकडील पत्र क्र. सी/मु.एल.सी/कार्या-३/से.२०/ओ.ओ/२०१० दि. १५/२/११ अन्वये नागरी कमाल धारणा अधिनियम १९७६ अंतर्गत शासनाने कलम २० खाली औद्योगिक प्रयोजनास सूट दिल्याने इतर हक्क सदरी औद्योगिक प्रयोजनास व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध अशी नोंद घेतली.			क्रमांक क्र. १९० प्रमाणे सही- 16/03/2011 न. भू. अ. बोरीवली
28/09/2012	मा.अपर जिल्हाधिकारी व सहाय प्रधिकारी (ना.शे.क.स.) मुहम्मदुयई यांचेकडील पत्र क्र.सी/मु.एल.सी/डेक्स-५/६११ एस.आर.५/१७१ दि.१०/७/२०१२ अन्वये दि.८/६/२०११ व १६/३/२०११ अन्वये इतर हक्कात घेणेत आलेल्या औद्योगिक प्रयोजनास व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध अशा नोंदी कमी केल्या.			क्रमांक क्र. २०२४ प्रमाणे सही- 28/09/2012 न. भू. अ. बोरीवली



जर्नल - २/  
०३५०/१५८  
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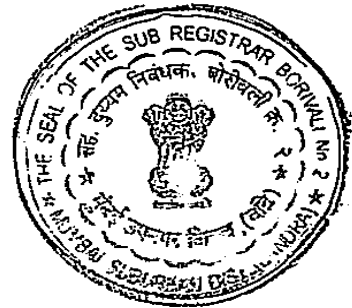
17/04/2014	विनशेती आदेशान्वये मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्रमांक सी/डेस्क-VII-A/ एल एन डी/ एन.ए.सी/ एस.आर. ७६३९ दि.२४/१४/२००४ व इकडील अति विनशेती मो.र.नॉंबर १४/२०१४ अन्वये न.मु. मागाठणे येथील न.मु.क्र. १६५ या मिळकत पत्रिकेवर फकी ७०६५.३० चौ.मी. क्षेत्राकरीता विनशेती आदेशाची नोंद केली.			क्र.सं. २३७ प्रमाणे सही- 17/04/2014 न. मु. अ. बोरीवली
09/06/2014	आदेशान्वये / हस्तांतरणानेसह दुय्यम निर्वचक बोरीवली क्र.३, मुंबई उपनगर जिल्हा यांचे कडील हस्तांतरण दस्त क्र.१/वरल-३/ ६२१९/२०१३ दिनांक १/११/२०१३, असिस्टंट इंजिनियर (आय एम पी) -I (इस्टेट्स) वृहन्मुंबई महानगर पालिका यांचेकडील ताबा पावती नं.AC/Estates/ १९९३०/A.E.(I) - I दि.३३/२०१३ व अर्जदार यांचेकडील दि.१९/५/२०१४ चे अॉपीडेव्हॉट कम इडेमिनीटी अन्वये न.मु.क्र.१६५ या मिळकत पत्रिकेवर २५३०.०० चौ.मी. क्षेत्रास वृहन्मुंबई महानगर पालिका मॅटर्निटी होम अॉन्ड डिस्पेन्सरी राखीव म्हणून नोंद केली.		म वृहन्मुंबई महानगर पालिका मॅटर्निटी होम अॉन्ड डिस्पेन्सरी साठी राखीव क्षेत्र २५३०.०० चौ.मी.)	क्र.सं. २३८ प्रमाणे सही- 09/06/2014 न. मु. अ. बोरीवली
06/08/2015	मा.प्रभावंदी आयुक्त आणि संचालक भूमी अभिलेख (म. राज्य) पुणे यांचेकडील परियत्रक क्र.मा.मु.१/गी.प/अक्षरी नॉंवर/२०१५ पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.मु. मागाठणे/ फे.क्र. २०५/१५ दिनांक ६/८/१५ अन्वये केवळ चौकशी नॉंदपाहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेले मिळकत पत्रिकेवर नमूद अक्षरी एक लाख सेंहेचाळीस हजार आठशे एकोणसाठ पूर्णांक दोन दशांश मात्र चौ.मी दाखल केले			क्र.सं. २७५ प्रमाणे सही- 06/08/2015 न. मु. अ. बोरीवली
20/01/2023	खरेदी नोंद - सह दु.नि. बोरीवली ४ यांचेकडील र.द.क्र. ३६२३/२०२० दिनांक १९/०३/२०२० अन्वये [सोतीकडे] केवळ कॉ.ऑ.एॅन्ड इंडीया लि. यांनी खरेदी दिल्याने खरेदी क्षेत्रासाठी खरेदी देणार यांचे नाव कमी करून खरेदी घेणार यांचे नाव दाखल केले.	सह दु.नि. बोरीवली ४ ३६२३/२०२० 19/03/2020	राधाकिसान शिवाकिसान दमाणी डीराइव ट्रेडिंग अॅन्ड रिसेॉर्ट्स प्रायव्हेट लिमिटेड अॅक्वेन्यु सुपरमार्ट्स लिमिटेड ३२९२८.२२ चौ.मी	क्र.सं. ३९० प्रमाणे सही- 20/01/2023 न.मु.अ., न.मु.अ. बोरीवली

हि मिळकत पत्रिका (दिनांक 20/01/2023 03:01:21 PM रोजी) डिजिटल स्वाक्षरी केली असल्यामुळे त्यावर कोणत्याही सही शिक्काची आवश्यकता नाही.  
मिळकत पत्रिका डाउनलोड दिनांक 13/02/2023 01:02:57 PM  
पेपटा पडताळणी साठी <https://digitalsatbara.mahabhumi.gov.in/DSLR/LogIn/VerifyPropertyCard> या संकेत स्थळवर 2201100002448544 हा क्रमांक वापरावा.



बरल - २/  
७३६० २५९ १६५  
२०२४

The Transferee have availed 1% reduction in Stamp Duty being the benefit given to Woman Purchaser by Government of Maharashtra as per its Order No.Mudrank-2021/UOR.12/CR.107/m-1(Policy) dt. 31/03/2021 as otherwise chargeable under clause (b) of Article 25 of Schedule-1 appended to the Maharashtra Stamp Duty Act (LX of 1958) in exercise of powers conferred by clause (a) of Section 9 of the said Act.



बरल - २/		
४३००	१६०	१६५
२०२४		



# CCI PROJECTS PRIVATE LIMITED

CIN : U70102MH2000PTC128732

Corporate Office : Laxmi Building, 6, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai - 400 001  
Tel.: 022 66144000

CERTIFIED TRUE COPY OF THE RESOLUTION NO.7 OF THE MEETING OF THE BOARD OF DIRECTORS OF CCI PROJECTS PRIVATE LIMITED CONVENED AND HELD ON WEDNESDAY, 17<sup>TH</sup> MAY, 2023, AT LAXMI BUILDING, 6, SHOORJI VALLABHDAS MARG, BALLARD ESTATE, MUMBAI - 400 001.

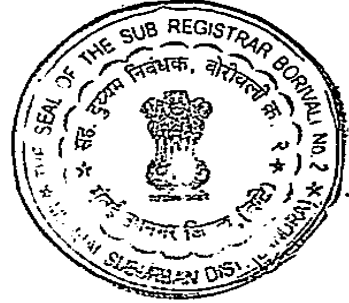
"RESOLVED THAT in supersession of the earlier resolution, the Company has decided to authorized following representative of the Company be and hereby singly authorized to execute Agreement for sale of Flats/Office Premises and getting them registered with the Registrar of Assurance and any other authorities that may be required in this regard.

- 1) Mr.Suresh Thakre
- 2) Mr. Nitin Chavan
- 3) Mr. Mahesh Yadav
- 4) Ms.Riddhi Shah
- 5) Ms.Avanie Soni

RESOLVED FURTHER THAT a copy of the above Resolution duly certified as true by the Director of the Company to be furnished wherever it is necessary."

Certified true copy,  
For CCI PROJECTS PRIVATE LIMITED

ROHAN H KHATALE  
WHOLE TIME DIRECTOR  
DIN : 05191588



बरल - २/		
४३७०	१६९	१६५
२०२४		




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

नोंदणी क्रमांक/Enrolment No.: 2085/29853/62049

To  
 संतोक कांतीलाल बरोत  
 Santok Kantilal Barot  
 Om Laxmi Govind, Flat No.704  
 Ram Mandir Road,  
 Borivali West  
 T P S Road No.3  
 Mumbai  
 Mumbai Suburban Borivali West  
 Maharashtra - 400092  
 8879226808

Download Date: 14/06/2017

Generation Date: 26/03/2017

Validity: unknown



आपला आधार क्रमांक / Your Aadhaar No. :  
**9389 9255 2855**  
**माझे आधार, माझी ओळख**

---







**भारत सरकार**  
**Government of India**


 संतोक कांतीलाल बरोत  
 Santok Kantilal Barot  
 जन्म तारीख/ DOB: 06/03/1944  
 महिला / FEMALE




**9389 9255 2855**  
**माझे आधार, माझी ओळख**

**भारत सरकार**  
**Government of India**

Issue Date: 26/11/2011


 सुनीता हिरन बरोत  
 Suneeta Hiren Barot  
 जन्म तारीख/DOB: 31/07/1986  
 महिला / FEMALE

**8511 8753 1171**  
**VID : 9129 7537 7250 7544**


**माझे आधार, माझी ओळख**

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




 स्थायी खात्या क्रमांक  
 Permanent Account Number Card  
**AGBPV50780**

नाव / Name  
 SUNEETA HIREN BAROT  
 पिता/माता / Father's Name  
 JIWAL PRASAD RAMSURAT VISHWAKARMA  
 जन्म तारीख / Date of Birth  
 31/07/1986

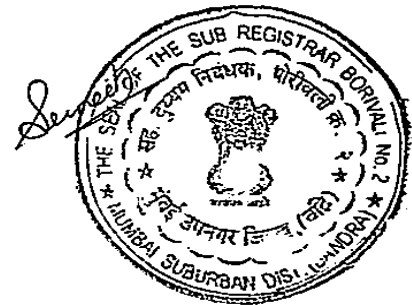


**आयकर विभाग**  **भारत सरकार**  
**INCOME TAX DEPARTMENT** **GOVT. OF INDIA**

SANTOK KANTILAL BAROT  
 BHANJI PHETABHAI BAROT  
 06/03/1944  
 Permanent Account Number  
**ANSPB0611R**  
*Santok Barot*  
 Signature

*Santok Barot*



वरले = २/		
०३७०	९६२	९६५
२०२४		

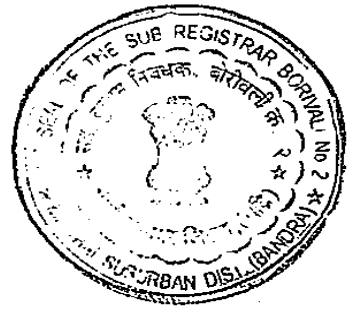
आयकर विभाग  
 INCOME TAX DEPARTMENT  
 CCI PROJECTS PRIVATE LIMITED  
 भारत सरकार  
 GOVT. OF INDIA  
 15/09/2000  
 Permanent Account Number  
 AABCT4694B

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 SURESH HEMA THAKARE  
 HEMA RAMA THAKARE  
 भारत सरकार  
 GOVT. OF INDIA  
 17/05/1970  
 Permanent Account Number  
 ANCP2990F  
 Signatory

*(Handwritten mark)*

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 PRALHAD VISHNU GAVAS  
 VISHNU FARI GAVAS  
 भारत सरकार  
 GOVT. OF INDIA  
 01/07/1960  
 Permanent Account Number  
 AQMPG0993G  
 Signatory

भारत सरकार  
 Government of India  
 सुधीश विश्व अर्देकर  
 Sushil Vishnu Ardekar  
 जन्म तिथि (DOB): 13/07/1987  
 पुरुष / MALE  
 4060 4940 6529  
 VID: 9143 2597 2237 6920  
 माझे आधार, माझी ओळख



बरल - २/		
०३७०	१६३	१६५
२०२४		

367:4370

मंगळवार, 12 मार्च 2024 10:26 म.पु.

दम्न गोपवारा भाग-1

वरल-2

दम्न क्रमांक: 4370/2024

दम्न क्रमांक: वरल-2 /4370/2024

वाजार मूल्य: रु. 1,32,96,720/- मॉवदला: रु. 1,71,00,000/-

भरवले मुद्रांक शुल्क: रु.8,55,500/-

मुद्रांक शुल्क माफी अनल्यान तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women - Corporations Area

द. नि. सह. द. नि. वरल-2 यांचे कार्यालयान

पावती:4739

पावती दिनांक: 12/03/2024

अ. क्र. 4370 वर दि.12-03-2024

मादरकरणागचे नाव: मुनीना द्विरेन वागेद

गेजी 10:24 म.पु. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दम्न हाताळणी फी

रु. 3300.00

पृष्ठांची संख्या: 165

एकूण: 33300.00

दम्न हजर करणाऱ्याची मंत्री:

मह. द. नि. को-बोरीवली-२  
सह. दुय्यम निबंधक बोरीवली-२,  
मुंबई उपनगर जिल्हा

मह. द. नि. को-बोरीवली-२  
सह. दुय्यम निबंधक बोरीवली-२,  
मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीन किंवा स्थालगत अमलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीन किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रान

शिक्रा क्र. 1 12 / 03 / 2024 10 : 24 : 04 AM ची वेळ: (मादरीकरण)

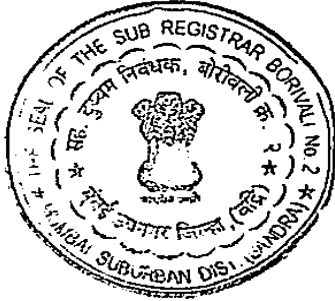
शिक्रा क्र. 2 12 / 03 / 2024 10 : 25 : 22 AM ची वेळ: (फी)

## प्रतिज्ञापत्र

• सदर दस्तऐवज हा नोंदणी १२०८ अंतर्गत अहलेल्या तरतुदीनुसारच नोंदणीस दाखल झालेला आहे. • मर्यादित वेळी एकाच वेळी, जाहीर व सोबत जोडलेल्या कायदपत्रांची मर्यादित वेळी • रस्त्यांची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निव्वदळ व अनुयायांनी पूर्णपणे जबाबदार राहतील.

  
लिखुन घेणारे :

  
लिखुन घेणारे :



वरल - २/		
8300	788	96
२०२४		



12/03/2024 10 31:33 AM

दस्त क्रमांक :वरल-2/4370/2024

दस्तावा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	द्वयाचित्र	उसा प्रमाणित	
1	नाव:सी सी आय प्रोजेक्ट प्रायव्हेट लिमिटेड चे ऑथो सिग्नेटरी सुरेश ठाकरे पत्ता:फ्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस- रिवाली पार्क, सीसीआय कंपाऊंड, वेस्टर्न एक्सप्रेस हायवे, बोरीवली (पूर्व), मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AABCT4694B	लिहून देणार वय :-45 स्वाक्षरी:-			
2	नाव:सुनीता हिरेन बारोट पत्ता:फ्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ओम लक्ष्मी गोविंद अपार्टमेंट, फ्लॉट न 704, टीपीएस रोड न 3, राम मंदिर रोड, बोरीवली पश्चिम, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AGBPV5878Q	लिहून देणार वय :-37 स्वाक्षरी:-			
3	नाव:संतोक कांतीलाल बारोट पत्ता:फ्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ओम लक्ष्मी गोविंद अपार्टमेंट, फ्लॉट न 704, टीपीएस रोड न 3, राम मंदिर रोड, बोरीवली पश्चिम, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:ANSPB0611R	लिहून देणार वय :-80 स्वाक्षरी:-			

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कवुल करतात.

शिक्का क्र.3 ची वेळ:12 / 03 / 2024 10 : 30 : 53 AM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	द्वयाचित्र	उसा प्रमाणित
1	नाव:प्रल्हाद गवस - वय:32 पत्ता:शांण नं 08, धीरज रिजन्सी, बोरीवली पूर्व पिन कोड:400066		
2	नाव:सुधील आडेकर - वय:36 पत्ता:शांण नं 08, धीरज रिजन्सी, बोरीवली पूर्व पिन कोड:400066		

शिक्का क्र.4 ची वेळ:12 / 03 / 2024 10 : 31 : 29 AM

सह दु.नि.का-बोरीवली

सह. दुय्यम निबंधक बोरीवली- २,  
Payment Details.

वरल - २/		
83000	१६५	१६५
२०२४		

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Suneeta Hireen Barot	eChallan	69103332024031120780	MH017090230202324E	855500.00	SD	0009028445202324	12/03/2024
2		DHC		0324115621532	1300	RF	0324115621532D	12/03/2024
3		DHC		0324117721448	2000	RF	0324117721448D	12/03/2024
4	Suneeta Hireen Barot	eChallan		MH017090230202324E	30000	RF	0009028445202324	12/03/2024

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

4370 /2024

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दस्तामध्ये एकूण.....१६५.....पाने आहेत  
पुस्तिक क्र. २/वरल-२/ 83000 २०२४  
वर नोंदला, दिनांक... 12 MAR 2024

सह. दुय्यम निबंधक, बोरीवली क्र.  
मुंबई उपनगर जिल्हा.