

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Dombivali on this _____ day of _____ in the Christian year Two Thousand and _____ (hereinafter referred to as the '**Agreement**')

BETWEEN

HORIZON PROJECTS PRIVATE LIMITED (PAN NO. _____)
a company incorporated under the Companies Act. 1956 having its registered office at Runwal & Omkar Esquare, 5th floor, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion (East), Mumbai-400 022 represented by its Authorized Signatory Mr. _____ -
hereinafter referred to as the "**OWNERS/PROMOTER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

“THE PURCHASER/S” as mentioned in **“Annexure F”** annexed hereto (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

The Owners and the Purchaser/s shall hereinafter collectively be referred to as the ‘Parties’ and individually as the ‘Party’.

W H E R E A S:-

- a) By and under a Deed of Conveyance dated 31st December, 2012 executed between Premier Limited (“Premier”) as the Vendor of the one part and Horizon Projects Private Limited, being the Owners herein as the Purchaser of the Other Part, Premier sold, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of land or ground aggregately admeasuring 285716 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-I of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31stDecember, 2012 has been registered with the Sub-Registrar of Assurances at Kalyan-1 under Serial No. KLN1-368 of 2013.
- b) By and under another Deed of Conveyance dated 31st December, 2012 executed between “Premier” as the Vendor of the one part and Owner herein of the Other Part, Premiers old, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect of the piece and parcel of the land or ground aggregately admeasuring 195334 sq. meters or thereabouts situate lying and being at Village Usarghar, Taluka Kalyan, District Thane, more particularly described in the Part-II of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub- Registrar of Assurances at Kalyan-1 under Serial No. KLN1-369 of 2013.
- c) By and under another Deed of Conveyance dated 31st December, 2012 executed between “Premier” as the Vendor of the one part and Owners herein of the Other Part, Premiers old, conveyed and transferred in favour of the Owners herein all their right, title, interest, claim and benefit in respect

of the piece and parcel of the land or ground aggregately admeasuring 62,470 sq. meters or thereabouts situate lying and being at Village Sandap, Taluka Kalyan, District Thane, more particularly described in the Part-III of Schedule A hereunder for the consideration and upon such terms and conditions as therein mentioned. The said Deed of Conveyance dated 31st December, 2012 has been registered with the Sub- Registrar of Assurances at Kalyan-1 under Serial No. KLN1-370 of 2013.

- d) All properties more particularly described in Part-I of Schedule A, Part-II of Schedule A and Part-III of Schedule A totally admeasuring 5,43,520 sq. mtrs owned by the Owners. Out of the said total area admeasuring 5,43,520 sq. mtrs, some area is acquired by Ministry of Railway and the net area admeasuring about 528350 sq. mtrs approximately is owned and possessed by the Owners which area is hereinafter referred to as **“the said Larger Property”**.
- e) By his order dated 28th December 2012, the Deputy Collector and the Competent Authority has ordered for deletion of the remark “Exemption for Industrial Purpose and Transfer Prohibited” appearing on the land revenue records, inter-alia, of the Larger Property. Pursuant to the above Order, the aforesaid remark has been deleted from the 7/12 extracts of the said Larger Property.
- f) The copies of certificate of title dated 13th June 2012 and 20th June 2012 issued by M/s. Hariani & Co., Advocates & Solicitors with respect to land mentioned in Part-I of Schedule A and Part II of Schedule A are hereto annexed and collectively marked as **Annexure “A & A-1”** respectively.
- g) The copies of certificates of title both dated 5th January 2013 issued by M/s. Hariani & Co., Advocates & Solicitors with respect to land mentioned in Part-III of Schedule A are hereto annexed and collectively marked as **Annexure “B & B-1”** respectively.
- h) The Owners have obtained the necessary permission for change of use of the said Larger Property from “industrial use” to “residential use”.
- i) The Owners are proposing to construct an integrated township project **“MY CITY PHASE-II”** in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 (“MRTP”), in a phase wise manner,

inter-alia, on the Larger Property as per Locational Clearance granted by Urban Development Department vide Notification dated 21st August, 2017 bearing No. TPS.1217/331/CR-72/17/UD-12 published in the Gazette on 7-13 September 2017. As a part of the aforesaid development, the Owners have divided the development of the Larger Property into multiple phases/ clusters/projects which shall be developed over a span of 20 years.

- j) In its project called **My City Phase-II Cluster-4**, the Owners propose to construct/ develop residential/ commercial buildings/ tower/s (hereinafter referred to as “**the said Project**”) on land admeasuring about 26284.72 sq.mtrs. being a portion of Larger Property as more particularly described in the Schedule B hereunder written (hereinafter referred to as “**the said Property**”) as per plans approved by Mumbai Metropolitan Region Development Authority (“**MMRDA**”) or Kalyan Dombivali Municipal Corporation (“**KDMC**”) as may be applicable or as may be amended by the MMRDA and other concerned authorities. The said Project forms a part of the tentative layout Plan approved by KDMC/ MMRDA vide its letter bearing No.SROT/ 27 VILLAGES/ 2401/ AMENDED/ LAYOUT/ USARGHAR-03 /VOL-II /1474 /2017 dated 17th October 2017.
- k) The MMRDA has approved the building plans of the buildings/ towers to be constructed by the Owners on the said Property in the said Project and has granted Sanction of Development vide Commencement Certificate bearing No.SROT/27 VILLAGES/ 2401/ BP/USARGHAR-03/VOL-II/ 1473/ 2017 dated 17th October 2017, copy whereof is hereto annexed and marked **Annexure “C”**.
- l) The MMRDA has also issued Conditional Layout Approval for the proposed integrated township project dated 23rd April 2018 bearing No.SROT/Growth Centre/2401/BP/ITP-Layout/ Usarghar-Sandap- 01/670/2018, copy whereof is hereto annexed and marked **Annexure “D”**.
- m) The MMRDA has Amended Commencement Certificate bearing No. SROT/Growth Centre/2401/ BP /ITP-Usarghar & Sandap-01 / Amended CC/Cluster-4/1987/2018 dated 28th September 2018, copy whereof is hereto annexed and marked **Annexure “E”**. Further Amended Commencement Certificate Bearing No. SROT/Growth Centre/2401/BP/ITP- Usarghar & Sandap-01 /CC /174 /2020 dated 3rd February 2020 issued by MMRDA, is annexed herewith and marked as

Annexure “E-1”.

- n) As per the aforesaid development permission and as a part of the aforesaid development, the Owners propose to construct/ develop on the said Property i.e. in the said Project one building with 12 towers with common podium and parking levels (hereinafter referred to as “the said Building”). The Owner has decided to develop the said Property as mentioned below:
- i. The Owner has provision to construct podium apartment and may construct the same at ground, first and second podium level.
 - ii. The Owner proposes to construct shops/retail at ground floor.
 - iii. All amenities and facilities including a Club house etc. as described in **Annexure “K”** hereunder shall be used in common by the flat purchasers of the said Project.
- o) Further, the Purchasers consent and acknowledge that in addition to the plans sanctioned/approved by the MMRDA/ KDMC, the Owners may propose to construct in the future utility buildings, EWS Housing, Shops, Social amenities, Recreational buildings, Institutional building and commercial buildings along with residential buildings in the township on the said Larger Property, subject to the approvals from the MMRDA and the concerned authorities.
- p) The Owners shall be entitled to make any variations, alterations, amendments or deletions in the plan approved by the concerned authority, however, the Owners shall obtain the prior consent of the flat/premises purchasers if such variations, alterations, amendments or deletion in the approved plan will adversely affect the area of the premises of the Purchaser/s. The Owners shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Property/ Larger property, tentative layout, relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities, as the Owners may deem fit in its sole discretion or if the same is required by the concerned authority. The consideration as mentioned in “**Annexure H**” to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity

of the same is challenged, then the amount of consideration under **“Annexure H”** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the developer.

- q) As on date the said Property has been mortgaged to the Bank/ Financial Institution as more particularly mentioned in **Annexure “F”** herein. The Purchaser consents that Owner reserves right to create mortgages/ encumbrances as required from time to time, save and except the right of the Purchaser/s on the said Flat / Premises. The details of such mortgages shall be disclosed in accordance with the provisions of law;
- r) The Owners have appointed renowned Architect for design and Structural Engineer for the preparation of the structural designs and drawings of the buildings, other amenities and facilities including car parking spaces, who will supervise and advise till the completion of construction and the Owners accepts professional supervision of the architect and the structural engineer till the completion of the buildings.
- s) The development of the said Property proposed by the Owners, has been registered as a ‘real estate project’ with the Real Estate Regulatory Authority (“Authority”), under the provisions of Section 3, 4 and 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 Regulations. The Authority has duly issued Certificate of Registration No. P51700008440 dated 18th August 2017 (“RERA Certificate”) for the project, and a copy of the RERA Certificate is annexed and marked as **Annexure “L”** hereto;
- t) The Purchaser/s has/ have inspected the said Property prior to the execution of these presents. The Purchaser/s has/have demanded from the Owners and the Owners have given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Owner’s Architect, Engineers and such other documents as are specified under the applicable provisions of Maharashtra Ownership of flats (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (“MOFA”) and

RERA (herein collectively referred to as the "said Acts") and the Rules made there under (herein collectively referred to as the "said Rules"). The Owners have furnished to the Purchaser/s true copies of all such documents as mentioned in the said Rules, as desired by the Purchaser/s. The Purchaser/s has/ have entered into this Agreement knowing fully well and understanding the contents and the implications thereof and has/have satisfied himself/herself/ themselves as regards the title of the Owners to the said Property and shall not make any further investigation of title and shall not raise any requisitions or objections on any matter relating thereto and that the Purchaser/s hereby fully accepts the title of the Owners to the same.

- u) While sanctioning the plans, concerned local authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owners while developing the said Property. The Owners have accordingly commenced the construction of residential/commercial buildings/ towers in accordance with the said plans.
- v) The Owners have entered and is entering and/ or will enter into separate agreements with several other prospective buyers/ persons/ purchaser/s and parties in respect of the sale of flats, shops, and other usage/premises in the buildings to be constructed by the Owners.
- w) The Purchaser/s has/have applied to the Owners for allotment to the Purchaser/son ownership basis a residential flat/ premises in the said Building to be constructed by the Owners in the said Project on the said Property, the details of which flat/premises are more particularly described in **Annexure "F"** hereto and shown by red colour outline on the plan annexed hereto as **Annexure "G"** (hereinafter referred to as the '**said Premises**') together with the a covered (i.e. stilt/basement/ podium/ stack/ mechanically operated) car parking space OR together with the right to use the open car parking space which forms a part of the common areas of the said Building as specified in "**Annexure "F"**".
- x) The Owners alone have the sole and exclusive right to sell, lease, convey, assign, transfer, etc. the flats and premises in the said Building to be constructed by the Owners on the said Property in the said Project and to enter into agreement/s with the purchaser/s and to receive the sale consideration in respect thereof. The Purchaser/s further understands that the Owners shall in its own discretion appoint an agency to maintain, manage and control all the common areas, amenities and facilities in the

said Building and for such other purposes as may be agreed upon between the Owners and the said agency.

- y) After satisfying himself/ herself/ themselves with regards to the title of the said Property and all orders, permissions, sanctions and plans, the Purchaser/s hereby agree/s to purchase from the Owners and the Owners hereby agree/s to sell and transfer to the Purchaser/s on Ownership basis the said Premises on the terms and conditions hereinafter appearing.
- z) The total consideration of the said Flat/Premises includes sale consideration for the said flat which is calculated on the basis of the carpet area and other charges and deposits detailed in **Annexure “F”** (hereinafter referred to as the **“Total Consideration”**) and the payment terms thereof are detailed in **Annexure “H”** hereto and wherein the Purchaser/s has/have agreed to pay to the Owners balance of the sale consideration and other charges and deposits in the manner hereinafter appearing.
- aa) The Owners are required to execute a written agreement for sale of said Flat/Premises to the Purchaser/s under the Acts being in fact these presents and also register the said agreements under the Registration Act.
- bb) The parties hereto have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

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

The Parties hereto agree that the recitals hereinabove shall form an integral part of this Agreement.

1. Definitions:

- 1.1.1 **“Agreement”** shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.1.2 **“Apex Body”** shall mean the apex body to be formed by and consisting of the organizations formed in respect of various buildings constructed/ to be

constructed in the Project or the said Larger Property, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.

- 1.1.3 **“Apex Body CAM Charges”** shall have the meaning ascribed to it in Clause 8.4 below;
- 1.1.4 **“Applicable Law”** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.1.5 **“Approvals”** shall mean and include all licenses, permits, approvals, sanctions, consents obtained / to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project / Building / Flat and / or the development thereof.
- 1.1.6 **“Authority”** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.1.7 **“Building”** shall mean the single / multi-storied building as described Recital M herein to be / being constructed by the Owner said Property.
- 1.1.8 **“Building Conveyance”** shall have the meaning ascribed to it in Clause 14.1 below.
- 1.1.9 **“Building Protection Deposit”** shall mean the amounts specified in the **Annexure “I”**.
- 1.1.10 **“Building CAM Charges”** shall mean the building common area maintenance charges payable by the Purchaser inter alia for the

maintenance of the Flat / Building at the time of possession as specified in Annexure I.

- 1.1.11 **“Car Parking Spaces”** shall mean and includes open/ stilt/covered/ stilt/ stack/ mechanically operated parking spaces car parking spaces.
- 1.1.12 **“Carpet Area”** shall mean the net usable area of the Flat including the area covered by the internal partition walls of the Flat but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.1.13 **“Club”** shall mean any recreation facility constructed for the use of the purchasers of flats in the Project or the Larger Property.
- 1.1.14 **“Common Areas and Amenities”** shall mean the common areas and amenities as are available to and/or in respect of the Building / Larger Property, as the case may be and more particularly described at **Annexure “K”** (Common Areas and Amenities).
- 1.1.15 **“Exclusive Balcony/ Verandah / Open Terrace Area”** or **“EBVT Area”** shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the carpet area of the flat, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.1.16 **“FEMA”** shall have the meaning ascribed to it in Clause 5.5 (gg) below.

- 1.1.17 “**Flat**” shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at **Annexure “F”** (Flat and Purchaser’s Details) and floor plan thereto (with flat shaded) annexed hereto as **Annexure “G”** (*Floor Plan*).
- 1.1.18 “**Land Conveyance**” shall have the meaning ascribed to it in Clause 14.2 below.
- 1.1.19 “**Project**” shall mean the project with RERA registration number as stated in recital (r). The Project may be part of a larger layout on the Larger Property.
- 1.1.20 “**PMC**” shall have the meaning ascribed to it in Clause 9.20 below.
- 1.1.21 “**Taxes**” shall mean and include Direct Tax and Indirect Tax.
- 1.1.22 “**Total Consideration**” shall mean the amounts payable/ agreed to be paid by the Purchaser for purchase of Flat alongwith other charges and deposit as set out at **Annexure “H”** (Flat and Purchasers Details).

2. PLANS:

- 2.1 The Owners shall construct/develop the said Project consisting of one building with 12 towers with common podium and parking levels on the said Property and the said building known as “_____” or any other name as may be decided by the Owners(hereinafter referred to as “**the said Building**”) for residential/commercial use in accordance with the plans, designs, and specifications approved and/ or to be approved and/ or amended by the concerned local authorities from time to time and which have been seen and approved by the Purchaser/s. It is also agreed that the Owners shall be entitled to make such variations and modification as the Owners may consider necessary or as may be required by the concerned local authority/ the Government, using such present and future or proposed Floor Space Index (FSI)/ Transferable Development Rights (TDR) that may be available to the Owners, from the said concerned authority and/or such other global Floor Space Index (FSI) / (TDR) that may be available to the Owners in respect of the Larger Property. It being clearly agreed and understood by the Purchaser/s, that any benefit available by

way of increase in FSI/TDR, which may be increased by way of global FSI/TDR or otherwise howsoever from the said Property/ Larger Property, shall only be for the use and utilization by the Owners, and the Purchaser/s shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final conveyance deed or such other transfer document that may be executed in favour of the Apex Body or any other entity that may be formed in respect of the said Larger Property to convey the Land, infrastructure and amenities on the Larger Property. The consideration as mentioned in “**Annexure “H”**” to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under “**Annexure “H”**” shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the Owners.

3. AGREEMENT:

The Purchaser/s hereby agree/s to purchase from the Owners and the Owners hereby agree to sell to the Purchaser/s on ownership basis the said Premises more particularly described in **Annexure “F”** as well as the right to use the open areas if any attached to the said Premises as well as the proportionate the common areas, amenities and facilities in the said Building and said Project for the sale consideration as mentioned in **Annexure “H”**.

4. PAYMENT:

- 4.1 In addition to the above sale consideration, the Purchaser/s has/have further agreed and accepted to pay the amount towards GST and/or any other taxes, charges, duties as applicable and stamp duty and registration charges/ fees, all deposit/charges for society formation, maintenance charges, charges for electricity connections/ meter, legal charges, infrastructure charges, one time infrastructure charges for club house and various other charges which has been stated under this Agreement. All

these shall be paid exclusively to the Owner and which shall be a part of the total consideration. The Purchaser shall also pay in addition to the total consideration as mentioned in **Annexure "H"**, GST or any other new levies/ tax/duty/surcharge/cess (direct and indirect) which becomes payable in respect of this Agreement either in future or with retrospective effect, the same shall be borne and paid by the Purchaser/s alone. The Owner shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the said Building is complete and the Occupation Certificate with respect to the said Flat is granted by the Municipal Corporation, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Consideration and advance maintenance charges payable on the basis of the carpet area shall be recalculated at the time of handing over possession of the said Flat. It is hereby agreed that if there is any increase in the carpet area allotted to Purchaser/s, the Owner shall demand additional amount from the Purchaser/s towards Total Consideration, which shall be payable by the Purchaser/s prior to taking possession of the said Flat and if there is any reduction in the carpet area allotted to Purchaser/s, then the Promoter/Owner shall refund the excess amount paid by the Purchaser/s or adjust the same in Total Consideration due and payable by the Purchaser/s prior to taking possession of the said Flat. Such increase or reduction in Total Consideration will be in respect of the differential percentage only i.e. the difference above or below 3% (three percent) variation. For the purpose of determination of actual carpet area upon construction of the said Flat, the decision of the Architect appointed for the construction of the said Building/s shall be final and binding upon the Parties. The Architect shall provide a certificate in writing determining the actual area of the said Flat. The Purchaser/s hereby agree/s to and accept/s any increase or decrease in the carpet area of the said Flat due to change in any law, rules, regulations, notifications, etc. issued by the Central Government, State Government and/or competent authorities and bodies from time to time. However, in case of such variation, the Purchaser/s shall not be entitled for any criminal/civil action to be initiated against the Promoter/Owner.

- 4.2 It is clarified that tax deducted at source ("TDS") amount shall be paid/ deposited by the Purchaser/s to the relevant authority and said payment be reflected on the relevant government authority website and the Purchaser/s shall submit TDS certificates to the Owners. In the event of any error

committed by the Purchaser/s in depositing TDS or in E-filing or in issuing TDS Certificates, the same shall be rectified by the Purchaser/s within a period of 15 (fifteen) days from the said error being brought to the notice of the Purchaser/s.

- 4.3 In case of any financing arrangement entered by the Purchasers with any financial institution with respect to purchase of the said Premises, the Purchasers undertake to direct such financial institution and shall ensure that such financial institution does disburse/ pay all such Consideration amounts due and payable to the Owners through an RTGS / NEFT / account payee cheque / demand draft drawn in favour of _____.
- 4.4 The Purchaser/s shall on or before delivery of possession of the said Premises also keep deposited with the Owners the amounts mentioned in **Annexure “I”**.
- 4.5 The Purchaser/s hereby agrees to pay all the amounts (including interest) payable under the terms of this Agreement as and when it becomes due and payable, time for the payment of each amount being the essence of this Agreement. Dispatch of demand letter electronically or/and by post/ courier, shall be deemed as receipt of the same by the Purchaser/s, the Purchaser/s shall not claim non receipt of the demand letter as a plea or an excuse for non-payment of any amount or amounts on their respective due dates.
- 4.6 Time shall be the essence of contract for all payments/ deposits to be made by the Purchaser/s under this Agreement and at law. The Purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as mentioned in **Annexure “H”** hereto. Without prejudice to the above, if the Purchaser/s fails to make the payment within a period of 15(fifteen) days, then and in such an event, the Purchaser/s agrees to pay to the Owners interest at the rate of the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are

made. Provided that, payment of interest shall not save the termination of this agreement by the Owners on account of any default/breach committed by the Purchaser/s in payment of any outstanding amount or of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Owners will be first appropriated towards interest receivable by the Owners. The aforesaid liability of the Purchaser/s to pay interest shall be without prejudice to the other rights, remedies and claim of the Owners under this Agreement and/or under the law.

- 4.7 It is expressly agreed between the Owners and the Purchaser/s that in the event of the Owners calling upon the Purchaser/s in writing to make payment of any deposits/ connection charges or any part thereof to any third party being any of the utility/ service providers, then the Purchaser/s agree to make such payment to such third party latest within 15 (fifteen) days from the date of receipt of the written notice from the Owners.
- 4.8 In addition to the sale consideration and the charges and deposits mentioned hereinabove, the Purchaser/s doth/do and each of them doth hereby agree/s to pay/reimburse to the Owners on demand his/her/their proportionate share of increased development charges or other charges/deposits in case the Kalyan Dombivali Municipal Corporation or the Concerned Authority/Government claims the same either due to any change in the Laws, Rules, Bye-laws or otherwise for any reason whatsoever.
- 4.9 The Purchaser/s further agrees, declares and undertakes that in the event of delay in payment of any installment or any other amount under this agreement or otherwise, the Owners are entitled to raise, recover and receive the amount of interest at any point of time during the construction of the said Premises or after the completion of the said Premises but before handing over possession of the said Premises to the Purchaser/s.
- 4.10 The total consideration and the deposits/charges as mentioned in this Agreement and in **Annexures "H" and "I"** hereto, are as per the current estimated cost for construction of the said Premises. The consideration as mentioned in "**Annexure H**" to be paid by the Purchaser/s has been calculated inter alia on the basis that the Purchaser/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments or deletions. In the event that the Purchaser/s withdraw their

consent or in the event the validity of the same is challenged, then the amount of total consideration under “**Annexure H**” shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by the Owners due to such consent not being granted to the developer.

4.11 The Purchaser agrees and understands that Owner has agreed to sell the said Flat/premises to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

- a. Shall make payment of the Total Consideration as per the timelines set out at Annexure “H”, without any delay or demur for any reason whatsoever;
- b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
- c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4.12 It is clarified and the Purchaser accords his irrevocable consent to the Owner that at their sole discretion to appropriate any payment made by him, notwithstanding any communication to the contrary, in any manner or as follows:-

- a. First, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
- b. Secondly, towards Interest due as on the date of payment;
- c. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the said Flat/premises or any other administrative or legal expense incurred by the Owner on account of delay in payment by the Purchaser and consequential actions required to be taken by the Owner; and
- d. Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/Premises under the Agreement.

Without prejudice to all other rights and remedies available in law for the purposes of this Clause and this Agreement, "Cheque Bouncing Charges" shall mean the charges of Rs.2000/- (Rupees Two Thousand only) payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed'.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/ application of the payments made hereunder shall be valid or binding upon the Owner.

5. SECURITIZATION OF THE TOTAL CONSIDERATION

5.1 The Purchaser hereby grants his irrevocable consent to the Owner to securitize the Total Consideration and/ or part thereof and the amounts receivable by the Owner hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the said Flat/premises and any payment made by the Purchaser to the Owner and/ or any bank or financial institution nominated by the Owner in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

6. OBLIGATIONS OF OWNERS:

6.1 The Owners hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions (if any), which, may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation/completion certificates in respect of the said Premises.

6.2 The Owners hereby declare that at present the FSI available in respect of

the said Larger Property is 4.0 as per the prevailing Development Control Regulations and that no part of the said Floor Space Index has been utilized by the Owners outside the Larger Property. The FSI available on the said Larger Property in the form TDR/fungible/any extra or additional or proposed FSI is interchangeable and can be utilized for construction of various/ any clusters/buildings on any part/ entire area of the said Larger Property. The Owners hereby represent and declare that the total aggregate land owned by them is admeasuring about 528350 sq. mtrs. The Owners may develop the said Larger Property as an integrated township and the said Property is a part of the said Larger Property. The Purchaser/s of the flats/ premises in the said property shall not raise any objections or claim or demand for such development on the said Larger Property.

- 6.3 In addition to the above, the Owners have further informed to the Purchaser/s that as per the prevailing laws, rules and regulations including Development Control Regulations the Owners are additionally entitled to purchase and load Transferable Development Right (TDR) on the said Property/ Larger Property for construction purposes and the Owners shall be entitled to avail TDR in phases and carry out the construction activities on the said Property and / or the said Larger Property and on the building/s thereon as per the discretion of the Owners.

7. DEFAULT BY THE PURCHASER/S AND THE CONSEQUENCES:

- 7.1 In the event that, -
- (a) The Purchaser terminates this agreement for any reason whatsoever excluding any termination due to a default of the Owner under RERA, or
 - (b) The Purchaser/s committing default in payment of any amount due and payable under this Agreement (including his/her proportionate share of
 - (c) property taxes levied by concerned local authority and other outgoings, deposits etc.)
 - (d) and/ or the Purchaser/s committing breach/es of any of the terms and conditions herein contained, this Agreement shall stand terminated.

Provided always that in the above events in Clause 7.1(b) and 7.1(c), the Owner shall have given to the Purchaser/s 30 days prior notice in writing of its intention to terminate this Agreement specifying the default in payment of amounts and/or the breach or breaches of terms and conditions of this agreement and giving the Purchaser/s an opportunity to remedy such breaches within aforesaid period of 30 days. In the event the Purchaser fails to remedy the breach/es, this Agreement shall stand terminated forthwith, irrespective of whether the Owner has refunded any amounts to the Purchaser. The Purchaser consents and the Parties agree that 10% of the sale consideration and all taxes paid by the Purchaser to the Owner including GST, interest due and payable for delayed payments, any stamp duty, registration fee and registration expenses, brokerage, and other costs incurred by the Owner (hereinafter referred to as the "Retained Amounts") shall stand forfeited. The Owner may refund the balance sale consideration received after adjusting and retaining all the Retained Amounts and the 10% of the sale consideration for the said Flat/Premises as set out below Pursuant to the termination of this Agreement, the refund amount shall be deemed to be due and payable to the Purchaser/s by the Owner within 30 days from the date of execution and registration of Deed of Cancellation of this Agreement. In the event that the sale consideration paid till the date of termination is less than 10% of the sale consideration, the Owner shall be entitled to retain the entire sale consideration paid till the date of termination. It is agreed that upon such termination, the Purchaser shall within 7 days sign, execute, and register Deed of Cancellation with respect to the said Flat/Premises. In the event Purchaser fails to do so, the Owner shall be entitled to retain all amounts paid by the Purchaser and the Purchaser shall not be entitled to claim any right, title and/or interest over the said Flat/Premises. It is agreed that the Owner shall not be liable to pay to the Purchaser/s any interest on the amount refunded upon termination of this agreement. Irrespective of whether the Purchaser executed the Deed of Cancellation or received the refund amount, the Owner shall be at liberty to dispose and sell the said Flat/ Premises to such person and at such consideration as the Owner may in its absolute discretion think fit irrespective of whether any amount to be refunded to the Purchaser has been refunded. It is further expressly agreed and understood between Owner and Purchaser/s that the Owner shall not be liable to refund the amount to the Purchaser/s till such time the said Flat/Premises is sold by the Owner to the third party and have realized consideration from third

party.

- 7.2 In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the interest on delayed payment at the rate of State Bank of India's Highest Marginal Cost of Lending Rate plus 2% and for continued default beyond a period of 30 days penal interest rate as charged by SBI till the such time that the refund payments are made by the Owner as per clause 7.1 above.
- 7.3 The Owner shall also be entitled to adjust and retain any other amount which may be payable to the Owner by the Purchaser/s.
- 7.4 In the event that the Purchaser/s terminates this Agreement due to failure of the Owner to give possession of the said Flat/Premises within the period agreed herein, the Owner shall refund to the Purchaser/s the booking amount/earnest money till then paid by the Purchaser to the Owner with interest at the rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a. It is further provided, that in such circumstances, the Purchaser/s shall not be entitled to any additional compensation, loss or damage including but not limited to the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the said Flat/ Premises and the rate prevailing at the time of cancellation by the Purchaser/s. The Purchaser/s will also be liable to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/ her/ their desire to cancel the Agreement. It is agreed by and between the Parties that the entire above-referred amount due and payable by the Purchaser/s as specified hereinabove shall be received by the Owner from the Purchaser/s till the time of such cancellation. In the event of such termination, if the monies paid by the Purchaser are less than the total dues recoverable, then the Purchaser/s will be liable to pay the difference amount to the Owner within 30 days of the application for cancellation, failing which the amount would attract interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

7.5 If the Purchaser/s has availed of a loan from financial institutions or banks or any other lender (the“ Lender”) against the security of the said Flat/Premises for which a written NOC/ consent and approval of the Owners has been issued, then in the event of: (a) the Purchaser/s committing a default of the payment of the installments of the total consideration amount (b) the Purchaser/s deciding to cancel this Agreement, and/ or, (c) the Owners exercising its right to terminate this Agreement, the Purchaser/s shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Owners& receipt, etc. from the Lender stating that the Purchaser/s has/ have cleared the mortgage debt. Notwithstanding the above, the Purchaser’s obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional.

7.6 It is also agreed that the Purchaser/s shall be solely responsible to ensure timely disbursement of the installments towards total consideration from the Lender. Any delay in receiving the installment from the Purchaser/s or the Lender for any reason whatsoever will entitle the Owners to charge interest at the rate of the State Bank of India’s Highest Marginal Cost of Lending Rate plus 2% per annum and for continued default beyond a period of 30 days penal interest rate as charged by SBI shall be payable in addition to the aforesaid rate on the principal and interest amount due, till such time that the payments are made.

8. AMENITIES:

8.1 The Owners have agreed to provide the amenities/ facilities in the said Premises as per details mentioned in the **Annexure “J”**.

8.2 COMMON AREAS AND RESTRICTED AREAS:

8.2.1 It is expressly agreed that the Purchaser/s shall be entitled to use in common with other purchasers/ occupants in the said Building on the said Property, the common areas and facilities, the nature, extent and description of such common facilities are set out in the **Annexure “K”** hereunder written. It is hereby agreed that the areas mentioned in the

Annexure “K” under the heading Common Areas/Facilities only shall be common areas/facilities and the Owners shall be entitled to declare all other areas as limited or restricted or reserved or exclusive common areas and facilities for one or more of the specific purchasers of premises in the said Building.

8.2.2 The Owners also propose to develop the Larger Property into a Integrated Township Project including the said Project. In such an event, if any additional common amenities and facilities are provided (in addition to the amenities and facilities provided in the said Property) then the Owners may, at its discretion, permit the Purchaser/s to use in common these additional common amenities facilities as per the terms and conditions that may be laid down by the Owners for the same on payment of additional costs/charges. The Purchaser shall have no right, title or interest whatsoever, on the balance portion of the Larger Property or the development being carried on the balance portion of the Larger Property.

8.2.3 The rights of the Owners and the Apex Body/Apex Bodies in the amenities and facilities to be developed on the said Property/Larger Property shall be decided by the Owners at its sole discretion.

8.2.4 The Owners have informed and the Purchaser/s have agreed that the common amenities/facilities in the said Property including amenities like club house/fitness center and in the said Larger Property will be completed in a phased manner and the same may not be ready at the time of possession of the said Premises and the Purchaser/s hereby agree not to raise any dispute in this regards at any point of time.

8.2.5 The Purchasers hereby agree not to object or create any hindrance to the construction/development of the Larger Property, and upon the Purchaser objecting or creating any hindrance to the same, the Owner shall be entitled to recover from the Purchaser and the Purchaser shall be liable to pay the Owner, any costs, expenses, losses and/or damages suffered by the Owner due to such objection or hindrance.

8.3 Club and Other FACILITIES IN LARGER PROPERTY

8.3.1 The memberships of the club/fitness center or other facility (“Additional Amenities”) shall be permitted only if they are flat purchaser/flat owner and

their families residing in such flat/ premises and on payment of fees as may be decided by the Owners/Project Management Agency from time to time. Similarly, the guests of the purchasers and/or the occupant occupying the flat on rent may be permitted to use Additional Amenities subject to the rules and regulations framed by the Owners/PMC (as defined hereinbelow) and payment of guest charges, if any as determined by the Owners/ PMC from time to time. The terms and conditions with respect to the operation of the Additional Amenities and membership of the Additional Amenities will be subject to the terms and conditions/ rules as may be framed and /or charges that may be levied by the Owners/PMC from time to time and the Purchaser confirms and agreed to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

8.3.2 The right to use the facilities at the Additional Amenities shall be personal to the flat purchaser in the Building and shall not be transferable in any manner to any third person or party whatsoever. The Owner may permit to the transferee of the flat upon the sale/transfer of the flat by the Purchaser/s. In the event, the flat is sold/ transferred by the Purchaser/s, then the transferee along with his family members being the associate members of the Additional Amenities, shall cease to be members of the Additional Amenities, as the case may be and in turn, the membership (and all rights and obligations thereto) may be transferred to the transferee/ new owners of the flat, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Additional Amenities and/or the Owners/PMC. It is however, clarified that the Owners/PMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

8.3.3 The Purchaser/s is obliged and agrees to pay subscription and usage charges as mentioned in **Annexure "I"**. Such subscription and usage charges shall be applicable from the date of start of operations of the Club/fitness center or the Date of Possession, whichever is later. Such subscription and usage charges shall be payable annually in advance (for following financial year) to the Owner/PMC, failing which the Purchaser/s shall not be entitled to use/ access the Club. The subscription and usage charges shall be increased on an annual basis as per Reserve Bank of India CPI inflation Rate (per cent). The Purchaser is aware that in addition to the aforesaid subscription and usage charges, the Purchaser/s shall be obliged to and agrees to pay usage charges, if any, for specific service(s)

availed of by the Purchaser, as per rates determined by Owner/PMC.

8.3.4 The Purchaser is aware that the Owners are not in the business of or providing services proposed to be provided by the any service providers or PMC or through the service providers or PMC. The Owners does not warrant or guarantee the use performance or otherwise of these services provided by the respective service providers or PMC. The Parties hereto agree that the Owners are not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise or these services provided by the respective service providers or PMC in respect of the Additional Amenities.

8.4 BUILDING CAM CHARGES, APEX CAM CHARGES PROPORTIONATE SHARE OF PROPERTY TAX OF COMMON AREAS AND REIMBURSEMENT

For the purpose of this Agreement and more specifically this Clause, Building CAM Charges shall mean the common area maintenance charges required to be borne by the Purchaser in respect of all amenities and facilities provided with respect to the Said Building. The Building CAM Charges shall be borne and paid by the Purchaser in common with other allottees of the Said Building in proportion to the carpet area of the Said Premises to the total carpet area of all the premises of the Said Buildings. Apex Body CAM Charges shall mean the common area maintenance charges to be paid by the Purchaser as set out in **Annexure "I"** hereto, in respect of amenities and facilities provided in the Larger Property including common access roads, street lights, common recreational spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewage treatment plant and other common amenities, facilities and conveniences in the layout of the Larger Property. Reimbursements shall include all expenses directly or indirectly incurred by the Owner in providing or procuring services/facilities other than the said Flat/premises including but not limited to electricity deposit reimbursement, administrative expenses, legal expenses and all applicable taxes thereon.

8.4.1 The Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes, LUC tax and

other monies, levies, impositions, premiums, penalties and other outgoings, whatsoever, payable with respect to the said Project/Project Land/Said Property to the competent Authorities only till the Possession Date plus a period of 7 (seven) days as more particularly described in this clause 11 after which Purchaser/s only shall be liable to bear and pay proportionately such rates, taxes, charges etc. along with other purchasers.

- 8.4.2 Tax in respect of the Flat , as determined from time to time by KDMC/any other concerned authority shall be borne and paid by the Purchaser on and from the possession date regardless of whether the Purchaser takes possession of the said Flat/premises and the same shall independently paid by the Purchaser/s separately from any of other consideration/levy/charge/CAM Charges, etc..
- 8.4.3 The Purchaser undertakes to make payment of the estimated Property Tax for the first 24 (twenty four) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 8.4.4 In the event of a shortfall between the amount deposited with the Owner by the purchasers towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Owner shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Owner within 15 (fifteen) days of receipt of intimation from the Owner, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Owner shall not be responsible for any penalty / delay / action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 8.4.5 In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Apex Body at time of handover of the affairs of the Apex Body to the purchasers.
- 8.4.6 If the Property Tax demand comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Owner towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Owner being informed by the Purchaser that such demand has been raised.

9. RIGHTS OF OWNERS:

9.1. It is expressly agreed that the right of the Purchaser/s under this Agreement is strictly subject to the timely payments made by the Purchaser/s and is anyway only restricted to the said Premises agreed to be sold by the Owners to the Purchaser/s and all other premises and amenities in Larger Property shall be the sole property of the Owners and the Owners shall be entitled to sell, lease deal or dispose of the same without any reference or recourse or consent or concurrence from the Purchaser/s in any manner whatsoever to any third party.

9.2. The Owners shall be at liberty and be entitled to amend the lay- out plan of the said Property and/or the said Larger Property, the building plans, other approvals for in accordance with prevailing provisions of law, including but not limited to:

- (i) Acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property and,
- (ii) Amalgamation of the said Property with any adjoining plots of land,

9.3. The Purchaser/s and/or the Society/Condominium (“**the Organisation**”) /apex organisation (“**Apex Body**”) or any other body formed by the purchasers/ of the building on the said Property and or buildings on the said Larger Property shall not have any objections to the aforesaid and the Purchaser/s hereby grants his/ her/ their irrevocable consent and no objection to the Owners to carry out the necessary acts, deeds, matters and things.

9.4. The Owner plans to construct and develop the said Property or the said Project further in the future and details of which have been certified and permitted / or will be certified and permitted under the provisions of RERA and inter alia will include the following :-

If the Floor Space Index (FSI), by whatever name or form is increased : (a) in respect of the said Property/Larger Property and/ or additional construction (i.e.

more than what is envisaged at present) is possible on the said Property/ Larger Property, (b) on account of Transfer of Development Rights (TDR) (or in any other similar manner) available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/tower, then in such event, the Owners shall be entitled to construct such additional floors, tower/s as per the revised building/s plans. The Purchaser/s expressly consent/s to the same as long as the total area of the said Premises is not reduced.

- 9.5 The Purchaser/s expressly consent/s and confirms the irrevocable and unfettered right of the Owner to construct the said Building and other structures (if any) on the said Property/ Larger Property and/or additional floors on the said Building being constructed/ to be constructed in the future as on the said Property/Larger Property in the manner as per the permissions / approvals received from time to time, without any further or other consent or concurrence in future. These consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Purchaser, under sections 7 and 7A of MOFA and Section 14 of the RERA or any amendment shall be deemed to have been complied herewith, to the same as long as the total area of the said Flat/ Premises is not reduced.
- 9.6 The Owners shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storey/s or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storey/s will be the sole and absolute property of the Owners alone.
- 9.7 The Owner will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility or amenity such as water, electricity, etc. available in the said Premises to which the Purchaser/s shall not have any right to object and it is expressly agreed that the Owners shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Property/Larger Property or on the buildings or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Owners are fully

authorized to allow temporary or permanent construction or erection or installation either on the exterior of the building/s as the case may be and the Purchaser/s agrees not to object or dispute the same. The Purchaser/s shall not be entitled to raise any objection or claim any abatement in the total consideration of the said Premises agreed to be acquired by him/ her/ them and/ or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Owners. The Owners shall be entitled to install its logo in one or more places in or upon the building/s and the Owners reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

- 9.8 The Purchaser/s hereby further agrees and covenants with the Owners to sign and execute all papers and documents in favour of the Owners or otherwise as may be necessary for the purpose of enabling the Owners to construct the aforesaid additional building/s, structures and/or additional towers/floors in accordance with the plans relating thereto or such other plans with such additions and alterations as Owners may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the Municipal Corporation or any other appropriate authorities in that behalf as well as for the construction of such building/s, structures and/or additional towers/ floors in the said Property and/or the Larger Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Premises agreed to be purchased by the Purchaser/s is/ are not in any manner adversely affected. The said Purchaser/s agree/s that the said consent is irrevocable.
- 9.9 The Purchaser/s is/are aware and confirms that the Owner shall be entitled to complete the development of the said Property/ Larger Property in a phase wise manner.
- 9.10 The Purchaser/s agrees and gives his/ her/ their irrevocable consent/s to the Owners for carrying out the amendments, alterations, modifications and/ or variations to the scheme of development in respect of the said Property and/ or to the further building/s plans if any, including the layout plans, designs and elevations etc which are made available either at the Owner's office or on the website of the Real Estate Authority. Further, the Owner shall not be required to obtain consent in the following events:

- a. Any minor additions or alterations.
- b. Any addition or alterations to any club house, common areas, amenities, etc.
- c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

9.11 The Purchaser/s irrevocably agrees not to obstruct and/ or raise any objections whatsoever and/or interfere with the Owners for carrying out amendments, alterations, modifications variations as aforesaid or to the further building/s plans, if any, in respect of one or more floors, tower or towers and/ or building or buildings to be developed and/ or constructed that are permissible as per the provisions of law.

9.12 The Owners shall always have the right and be entitled to purchase and acquire Transfer of Development Rights from the market and consume the same on the said Property or the said Larger Property and construct additional floors, towers/ buildings/ structures make alterations and deal with the same in the manner the Owners deems fit and proper and the Purchaser/s hereby irrevocably consent/s to the rights of the Owners mentioned above as well as the rights of the Owners to revise and modify the building plans from time to time.

9.13 The Purchaser/s is/are aware that proposed Building/ Projects may be constructed with concession in open spaces/ joint open spaces and the Owner has executed registered undertaking in favour of the Municipal Corporation. The Purchaser/s is/are aware that the Owners could have executed registered undertaking in favour of the Municipal Corporation. It is agreed between the parties that all undertaking, declaration, indemnity bond/ bonds, deeds and writing/s given/ executed by the Owners in favour of the concerned bodies/authorities in respect of the said Property and/or said Larger Property and its development shall be binding upon the Purchaser/s and Organisation/Apex Body formed of the purchaser/s of said Flat/ Premises.

- 9.14 In the event of the Organisation/Apex Body being formed and registered before the sale and disposal by the Owners of all the flats / Premises in the building/s, the power and authority of the Apex Body/ Organisation so formed or that of the Purchaser/s and the purchaser/s of other premises in the building/s shall be subject to the overall authority and control of the Owners in respect of any of the matters concerning the building(s), the construction and completion thereof and all the amenities pertaining to the same and in particular Owners shall have the absolute authority and control as regards the unsold flat/ Premises and disposal thereof. The Owners shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold flat/ Premises, if any. In case the Organisation is formed before the disposal by the Owners of all the flats / Premises then the Owners shall at its option (without any obligation) join in as a member in respect of such unsold flats / Premises and as and when such flats/ Premises are sold, the Organisation shall admit such purchaser/s as the member/s without charging any premium/ transfer fees or extra payment of any nature whatsoever.
- 9.15 Till the entire development of the said Larger Property is completed, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Owners alone shall have full control, absolute authority and say over the un- allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Property and the common facilities or the amenities proposed to be provided in the Larger Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Owners in this regard.
- 9.16 The Purchaser/s is/are aware that the Owners will be developing the said Larger Property in a phase wise manner on such terms and conditions as the Owner may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same on any part of the said Larger Property in such manner as the Owners deem fit and the Owners shall be entitled to grant, offer upon or in respect of any portion of the said Property, to any third party all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, installations and/ or services in the said Property in such manner as may be desired by the Owners and the Purchaser/s expressly and irrevocably consents to the same.

- 9.17 The Owners shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said Larger Property or any part thereof and/ or the building/s being constructed/to be constructed thereon, provided that the same does not in any way materially prejudice the right of the Purchaser/s in respect of the said Premises which is agreed to be sold to the Purchaser/s.
- 9.18 In the event of the Owners having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Purchaser/s to the Owners in proportion to the carpet area of the said Flat/ Premises or otherwise as may be determined by the Owners and non-payment of the same, shall constitute a breach of this Agreement.
- 9.19 The Owners shall have the right to designate any space in the said Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said Property. The Owners shall also be entitled to designate any space in the said Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Property and the building/s constructed thereon.
- 9.20 Under the present Agreement, the Owners have, given a bare permission to the Purchaser/s, to enjoy the common facilities like internal roads, garden, recreation, open space or otherwise, of the said Property which at the sole discretion of the Owners is liable to be shifted, without giving any prior intimation and/ or notice in writing, to the Purchaser/s or otherwise, and Purchaser/s shall not be entitled for any loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Owners or their nominees or transferees on this account.
- 9.21 Notwithstanding the other provisions of this Agreement, the Owners shall be solely entitled to manage themselves or to nominate any person **“Project Management Company”** (“PMC”) to manage the operation and maintenance of the building(s), the infrastructure, common amenities and/or the facilities on the said Property and/or the Larger Property for a period until the Organisation/ Apex Body is formed and the charge for

maintenance is handed over to the Organisation/ Apex Body or until said Property is developed (at the complete discretion of the Owner). The Owners shall have the authority and discretion to negotiate with such PMC and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/ them. The cost incurred in appointing and operating the PMC shall be borne and paid by the occupants of the buildings that may be developed in the said Property including the Purchaser/s on a pro rata basis as part of the development and common infrastructure charges referred to herein.

- 9.22 In such event, the Purchaser/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Owners or the PMC, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Property and common areas and facilities within the said Property and buildings constructed thereon and inclusive of the payment fees of the PMC. The Owners can charge separately for all facilities on the said Larger Property. The Owners shall at their own discretion convey or retain the amenities, infrastructure facilities open areas, buildings constructed on the said Larger Property.
- 9.23 The Owners shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Property and the buildings thereon, till such time as the Larger Property together with the buildings constructed thereon are transferred to the Organisation/Apex Body.
- 9.24 Save and except or otherwise not to reduce any area of the said Premises, the Owners shall have full and absolute discretion, to do all acts, so as to exploit full present or future or proposed residential or commercial potential (if any) of the said Property and Larger Property. The Owners shall also be entitled to use utilize and consume the development potential of the said Property and Larger Property on any portion of the said Property and Larger Property in the manner as the Owners may deem fit and proper in their absolute discretion.
- 9.25 The Owners may opt to develop the said Larger Property as a integrated township as per its master plan and approvals/ permissions including LOI,

Layout approval etc, to be obtained from MMRDA and any other concerned authorities according to the provision of law applicable from time to time.

- 9.26 The Owners shall be entitled to amend, modify and/ or vary the tentative layout plan and/or building plans, and/or the specifications in respect thereof, without reducing area of the said Premises.
- 9.27 Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in the brochures, pamphlets, literature and/or Plan and in this Agreement, the provisions of this Agreement shall prevail. The Purchaser/s confirms and consents that the Purchaser/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.
- 9.28 Irrespective of disputes if any, which may arise between the Owners and the Purchaser/s and/or the Organisation/ Apex Body, all amounts, contributions and deposits, including amounts payable by the Purchaser/s to Owners, under this Agreement, shall always be paid punctually by the Purchaser/s, to the Owners and shall not be withheld pending the disputes, by the Purchaser/s for any reason, whatsoever.
- 9.29 The Owners shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Property for use on any part of the larger property to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Property, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
- 9.30 The Purchaser/s is/are aware that as per the present Development Rules if the FSI/ TDR of Staircase and Lift well is available for development, on payment of premium or otherwise, the Owners shall be entitled to utilize the same, either by constructing additional floors and/ or by utilizing the same in remaining buildings to be constructed on the said Property/ Larger Property and/ or on any vacant area of the said Property, and the Purchaser/s shall not object to the same by any means whatsoever.

- 9.31 In order to facilitate development and/or to explore total commercial/residential potential, of the said Property, Owners shall be entitled to sub divide/amalgamate the said Property with the neighboring property, and/or after sub division/ amalgamation again amalgamate/ sub-divide the said Property, and/or from time to time, apply for and obtain revised approved plans and/or ask for any modification and/or change the approved Plans, including to do such further acts, as may be necessary. It is further agreed that Purchaser/s or anybody on their behalf shall not be entitled to raise any objections against the Owners exercising their aforesaid power.
- 9.32 Under the present Agreement, Owners have agreed to sell and transfer only the said Premises to the Purchaser/s. The Purchaser/s hereby agree that he/ she /they shall not claim any right, title and interest in the said Property or in the said project any part thereof or in the buildings on the said Property or any part thereof, save and except the said Premises. The Purchaser/s shall have right only in respect of the said Premises agreed to be sold to him/ her/ them and only upon full payment of the total consideration and other charges and deposit, which is agreed in this Agreement.
- 9.33 Under the present Agreement and at this stage, Owners intend to use actual FSI and TDR alongwith any additional FSI/ TDR available on payment of premium on the said Property and Plans have been approved presently only of an actual FSI of the said Property. The Owners, however, reserve their right, to use the unutilized FSI/ any other development potential/ TDR and the FSI/ any other development potential that may become available in future in accordance with provisions of law, in respect of the said Property and TDR of any other property on the said Property for construction of buildings/ additional buildings/ towers/ floors on the said Property.
- 9.34 The Owners shall be entitled to purchase, load, consume additional and/or balance F.S.I./ TDR now available or which may hereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other Authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations Slum, Heritage, etc.) and as permissible

under the applicable laws.

- 9.35 The Purchaser/s do hereby give their irrevocable consent and no objection to the Owners for carrying out any such additional construction on the terrace or otherwise in or upon any part of the said Property as permissible under applicable law. The Contractors or agents shall not be entitled to enter upon or have access to the terrace/s or any part thereof, save and except for the limited purpose of attending to the water tank for the purpose or cleaning or carrying out repairs thereto. The Purchaser/s hereby further gives irrevocable consent for relocation of the water tank or any other articles for the time being, to carry out such additional constructions.
- 9.36 The Owners shall be entitled to sell flats/premises in the said Building for being used as Bank, Dispensary, Consulting Room, Nursing Home, Coaching Classes, Legal or Accountant office and/or such other purpose permitted under the law for the time being in force. The Purchaser/s shall not object to use the flat/ Premises for such purposes.
- 9.37 The Owners intend to either retain or to sell the parapet walls of terrace, blank wall on the external periphery of building/s which may be constructed on the said Property (hereinafter called "the said hoarding space"). The retention/ sale of such hoarding space will be only for the purpose of advertisement which includes hoarding/s, any display of sign boards as well as neon lights and the Owners or the occupiers/conductor of such hoarding space shall install separate electric meter for neon lights, give any portion of the terrace for cellular phone company, dish antenna or cable operator or any other manner, so as to use and consume its entire commercial potential or putting up any overhead water tank/s thereon for their exclusive use or otherwise and the Owners/ the purchasers of the hoarding space shall also bear and pay the municipal corporation taxes and other taxes directly or through the Owners or the Organization. For the above purposes, the Owners/the purchasers of the hoarding space shall have free, unhindered and clear access to the terrace of the building/s at all times on all days of the year. The Owners or the Purchaser/s of the hoarding space shall not contribute to any of the outgoings to the Organization. The Purchaser/s shall not object in any manner and shall co-operate with the Owners or purchaser of such hoarding space for admitting the Owners or purchaser of such hoarding space as nominal member of the Organization. This is an irrevocable written confirmation given by the Purchaser/s to the

Owners or the prospective purchaser/s of such hoarding space from the Owners and also the Organization.

9.38 The Purchaser/s hereby grants their irrevocable consent to the Owners for mortgaging the Larger Property or any part thereof along with the building/s being constructed on the said Property in favour of any bank, financial institutions, body, trust persons etc., to enable the Owners to augment the fund for the Owners for development of the Larger Property or any part thereof. The Owners shall clear the mortgage debt in all respect before the execution of conveyance or other transfer document of the proportionate area of the said Property in favour of the organization to be formed of the purchaser/s in the said Buildings.

9.39 The Purchaser/s hereby also grants its irrevocable authority, permission and consent to the Owners and agrees and undertakes that:

- i) The Purchaser/s shall at their sole cost and expense do and perform all necessary acts, things and matters, including signing, executing and admitting execution of all further and other deeds, documents, writings, papers, forms, applications, etc. as may be directed by the Owners and which the Owners may in their sole and absolute discretion deem fit and proper, putting into complete effect the provisions of this Agreement.
- ii) The Purchaser/s shall have no claim save and except the said Premises hereby agreed to be sold to him/her/them hereunder and all open spaces, parking spaces, lobbies, common space, parking stilt, podium or basement, staircases, garden, club, gymnasium, terraces, recreation spaces etc. remain the property of the Owners until the Property and the said Building/s and the said Projects on the said Property/ said larger property may be transferred/ conveyed to the Organization/ Apex Body as herein, mentioned.
- iii) Unless the context otherwise suggests or warrants, all obligations, terms, conditions and liabilities herein imposed upon the Purchaser/s whether expressly or impliedly, shall be deemed to be covenant running with the said Premises and shall be binding upon the Organization/Apex Body.

- iv) For all or any of the purposes mentioned under this Agreement, the Owners shall be entitled to keep and/ or store any construction materials, on any portion of the said Property for carrying out additional constructions, and/ or to have additional electricity supply and/ or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. It is further agreed that in such an event, the Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Purchaser/s directly and/ or indirectly, shall not do any act, deed, matter or a thing, whereby the Owners may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

- v) The Purchaser/s shall not take any objection on the ground of nuisance, annoyance, and/or claim any rights of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Owners, or any of their nominees or transferees, from developing and/or to carry out additional construction, on the said Property and/ or on adjoining properties.

- vi) The Owners have provided and/or will provide certain amenities plot/area/facilities to the Municipal Corporation as per the terms of the plans approved by the Municipal Corporation. The Purchaser/s or their nominee or assignee or the Organisation/Apex Body hereby specifically and unconditionally agrees and undertakes that all the TDR/FSI and any other benefits/ advantages present or future arising out of the said amenities plot/ area/ facilities shall solely and exclusively belong to the Owners alone and Purchaser/s or their nominees or assignee hereby waive all such claim etc. Additionally,

all the benefits, areas under the podium shall solely and exclusively belong to the Owners and Purchaser/s and/ or the Organization shall not raise any claim or objection on the same.

- vii) The Owners have further informed to the Purchaser/s that in addition to the above any additional benefits arising out of the aforesaid amenities plot by any reason whatsoever nature, the Owners will exclusively be entitled to make or use such claim or benefits/ advantages of the said amenities plot and the Purchaser/s or their nominee or assignee or the Organization will not have any claim, objection or protest of any nature at any time in future hereafter.
- viii) In the event of a portion of the said Property being notified for setback prior to the transfer of the said Property to the Organization, the Purchaser/s hereby specifically and unconditionally agree and undertakes that the Owners alone shall be entitled to the TDR/ FSI and any other benefits/ advantages present or future arising out of the said setback area shall solely and exclusively belong to the Owners alone and Purchaser/s or their nominees or assignee hereby waive all such claim on the same.
- ix) It is clearly agreed and accepted by the Purchaser/s that neither the Purchaser/s nor any of their assignee or nominee will have any claim, right, title or interest on any parts of the land, said buildings, open space, car parking (except the space allotted as per the terms of this agreement), amenities plot save and except the said Premises which is agreed to be sold under this Agreement.
- x) The Owners have further informed to the Purchaser/s that the Owners will be developing the adjoining plots/ properties and Purchaser/s undertake, declare and confirm that at no point of time they or anybody on their behalf should raise any objections/ protest, claim of whatsoever nature on account of noise pollution, vibration, disturbance and like similar nature for construction and use of the aforesaid areas by the Owners.
- xi) It is further agreed that car parking allotment letter will be issued to the Purchaser/s at the time of handing over the possession of the

said Flat/ Premises indicating the location and car parking number/s.

- xii) The terrace on top of the said building shall be a part of the common area/amenities available and no individual Purchaser shall have exclusive right to the same.

9.40 It is expressly agreed between the Parties that the consideration payable under **Annexure “H”** and **Annexure “I”** by the Purchaser/s is inter alia based on and arrived at after taking into consideration all the authorities, permissions and consents provided by the Purchaser/s in this Agreement. In the event that the Purchaser/s withdraw their consent or in the event the validity of the same is challenged, then the amount of consideration under **“Annexure “H”** and **Annexure “I”** shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure (including loss of business) suffered by the Owners due to such consent not being granted to the Owners.

9.41 Various terms and conditions of this Agreement shall always be read subject to the terms and conditions, mentioned in the aforesaid paragraphs.

10. POSSESSION:

10.1. The possession of the said Premises shall be delivered to the Purchaser/s after the said Premises is ready for handing over provided all the amounts due and payable by the Purchaser/s under this Agreement and the stamp duty and registration charges in respect of this Agreement and subsequent writings (if any) of the said Premises are duly paid by the Purchaser/s and subject to the Purchaser not being in breach of any of the terms hereof. Subject to force majeure, the Owner will endeavor and expects to give the possession of the said Premises to the Purchaser/s on or before _____ as intimated to the Purchaser/s. The possession date mentioned by the Owner in the RERA Registration Certificate is on or before 30th December 2028.

10.2. The Owners have informed and the Purchaser/s have agreed that the common amenities/facilities and the car parking spaces in the said Property/Project including amenities like club house/ fitness center etc. are common for all 12 towers in the said Project and will be completed in a phased

manner and hence the same may not be ready at the time of possession of the said Premises as mentioned in clause 10.1 hereinabove. However, all common amenities/facilities to be used by only the purchasers in the said Project will be ready with the completion of the said Project on the said Property. The common amenities/ facilities to be used in common by all purchasers in township project on the said Larger Property will be ready with the completion of the said integrated township Project "MY CITY PHASE-II". The Purchaser/s hereby agree not to raise any dispute in this regard at any point of time.

10.3. The Possession Date of the said Project shall be based on the issue of the last Occupation Certificate in respect of the last building of the said Project or last part thereof. The Owners shall be entitled to a grace period of (12) Twelve months beyond the aforesaid possession date and any further extension as may be applicable.

10.4. If the Owner is unable to or give possession of the said Flat/ Premises to the Purchaser/s in the time prescribed in 10.1 above, the Owner may by notice in writing terminate this Agreement and the only responsibility and liability of the Owner in such an event will be to pay over to the Purchaser/s such consideration as may have been paid by the Purchaser/s with interest at the State Bank of India Highest Marginal Cost of Lending Rate plus 2% p.a.

10.5. The Purchaser/s agrees that the refund of the payment and the interest/damages mentioned under this Agreement constitutes the Purchaser's sole remedy in such circumstances and the Purchaser/s foregoes any and all his/ her/ their rights to claim against the Owners for any specific performance and/ or any losses, damages, costs, expenses or liability whatsoever.

10.6. The Purchaser/s shall take possession of the said Premises within 7 (Seven) days of the Owners giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. In the event the Purchaser/s fails and/or neglects to take possession of the said Premises within the said period, the Purchaser/s shall be liable to pay the Owners compensation presently calculated at the rate of Rs.10/- per sq. ft. of the carpet area per month or part thereof till such time the Purchaser/s

takes possession of the said Premises. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has taken possession from the expiry of the 7th day of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said Premises shall be deemed to be effective from the date of such Date of Possession. The Purchaser/s shall be liable to pay maintenance, outgoings and other charges, taxes from the Date of Possession irrespective as to whether Purchaser/s takes possession of the said Premises or not. In case of non-payment, Owners shall be entitled to exercise various rights, available under this Agreement. The Purchaser/s shall alone be responsible/ liable in respect any loss or damage that may be caused to the said Premises from the expiry of 7 days from the notice of possession.

10.7. FORCE MAJEURE

- 10.7.1. Notwithstanding anything contrary contained in this Agreement the date of handing over possession/period as mentioned in Clause 10.1 hereinabove shall be extended for the period during which a force majeure event exists as under the applicable provisions of RERA and/or any other applicable laws.
- 10.7.2. A force majeure event shall include but shall not be limited to war, flood, draught, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the project; any specific stay or injunction order, notice, order, rule, notification of the Government, the Municipal Corporation and/or other public or other Competent Authority or Court, Tribunal or Collector or any quasi-judicial body or authority, any legislative order or regulation or direction of the Government or Public authorities (not attributable to any action of the Owner, which is finally decided in law to be illegal), or in the event of any change in rules or order/direction of any Court, authority or body, due to which the Owner is unable to complete the aforesaid building and / or give possession of the said Premises to the Purchaser/s in the time prescribed in 10.1 and 10.3 above or at all or any such mitigating circumstances beyond the control of the Owners or as may be decided by the Authority.
- 10.7.3. The Parties herein agree and consent that the term 'mitigating circumstances' shall include but not be limited to the non-availability of

steel, cement, other building material, water or electric supply; any change in law, notifications and/or regulations levying any onerous condition on the Owners; and/or economic downturn or labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/ or any other public or Competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in issuance of NOC's Licenses, Occupation Certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Owners including precarious financial condition of the Owners and/or economic down sturn in real estate or any other industry. The Purchaser agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Owners, as per the provisions of section 8 of the MOFA or section 19 of the RERA and further agree that in the event of any delay due to such force majeure event or mitigating circumstances, such delay shall not be construed as a breach on the part of the Owners and the Purchaser/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Purchaser to the Owners.

11. BUILDING PROTECTION DEPOSIT

The Purchaser/s shall, on or before the possession date, pay to the Owners the Building Protection deposit which shall be returned to the Purchaser after completion of fit-out/interior work by the Purchaser/s and subject to the possession policy and policy of permissible changes of the Owners.

The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Owners about completion of all fit-out or interior works in the said Flat. On receiving this notification, the Owners representatives/ nominees shall inspect the said Flat, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

In the event any violations are observed by the Owner's

representatives/nominees then same shall be intimated to the Purchaser/s and the Purchaser/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser/s fails to do the same, then the Owners shall get the same rectified at cost and risk of the Purchaser/s. The Purchaser/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

12. DEFECT LIABILITY

- 12.1. If within a period of 5 (five) years from the date of making available the said Premises to the Purchaser/s for fit out or such other minimum period as may be prescribed under the applicable laws from time to time, the Purchaser/s brings to the notice of the Owners in writing any major structural defect or defect in workmanship of the said Premises or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser/s) shall be rectified by the Owners at their own costs. Provided, if any defect or damage is found to have been caused due to any changes, renovation, carried out by the Purchaser or due to the negligent use, act or omission of the Purchaser/s or his agents or by others occupying the said Building/s, then the Owners shall not be liable for the same.

The obligation under the Defect Liability Provisions of this Agreement will be immediately discharged if any such changes are made to the following:-

- a) Elevators, Water pumps, Firefighting, STP, Water treatment plant, DG, Electrical panels and other key equipment, Solar heating units, Building automation system, Public Address System (PAS).
- b) Civil, Electrical, Plumbing, Waterproofing etc.

13. CAR PARKING

- 13.1 The Purchaser/s is/ are aware that as a part of the said Building, the Owners are constructing multilevel podiums which consist of several covered/ stilt /podium/ stack/ mechanically operated car parking spaces and open car parking spaces to be used by the purchasers of the premises in the Building/Project.

13.2 The Owners hereby have right to sell/ allocate the closed car parking space/s as indicated in **Annexure “F”** hereto (hereinafter referred to as “the said Car Parking Space”). The exact location of the Car Parking Space allocated to the

Purchaser/s shall be as per the Owners discretion and finalized by the Owners and will be handed over at the time of handing over possession of the said Premises.

13.3 The Purchaser/s is/ are aware that only open car parking space/s (if allotted) is/are part of the building common amenity which shall subject to the Purchaser’s right of use and shall be owned by the Owner/Organization and the Purchaser’s right of use such open car parking space/s shall be subject to the rules and regulations as and when framed in respect of the said Building/ Project.

13.4 The Purchaser/s is/are aware that the Owners shall be allocating other car parking space/s like cover/ stilt/ podium/ stack etc. to several purchasers of the premises in the said Building to avoid any dispute between the purchasers of the flats/premises and to ensure adequate car parking for all the purchasers of the flats/ premises in the said Project/said Property and the Purchaser/s undertakes not to raise any objection in that regard and the rights of Purchaser/s to raise any such objection shall be deemed to have been waived. The car parking spaces so allocated shall be confirmed by the Organisation of the flat purchasers.

13.5 The Purchaser/s hereby accords his/her/their irrevocable and unconditional consent to the Owners to sell/allocate the other car parking spaces to the purchasers of the respective flat/ Premises in the said Building. The Purchaser/s hereby confirms warrants and undertakes to use the car parking spaces so allocated to him/ her/ them for the purpose of the parking of car only and not otherwise. The Purchaser/s hereby further warrants and confirms that the Purchaser/s shall upon formation of the Organization/ Apex Body, as contemplated herein, cause such Organization/ Apex Body to confirm and ratify and shall not and/or shall cause the Organization/ Apex body not to alter or change the allocation of car parking spaces in the manner allocated by the Owners to the various purchasers (including the Purchaser/s herein) of the Premises in the Building/Projects. The allocation

is for smooth functions and to avoid disputes between the purchasers.

13.6 The Purchaser/s are aware that the car parking spaces belong to the Owner only and the same cannot be used by the Purchasers/ Ad-Hoc Committee/Proposed Societies/ Managing Committee unless acquired from the Owner under a separate allotment letter and or an Agreement is executed by the Owner. The security of Owner shall have every right to remove any such car/vehicles parked by purchasers, Ad-Hoc Committee/ Society Managing Committee from site, who have parked, without obtaining such allotment letter/ Agreement. Without prejudice to the aforesaid, it will be the personal, joint and several responsibility of members of the Adhoc Committee and/or of the Committee of an Organization, to ensure that, members and/ or the Purchaser/s do not park their cars, on any open area of the said Property, to whom, the Owner have not allotted, any car parking, and in such an event, the person committing default, along with members of the Committee, shall personally be responsible, jointly and severally, for the costs and consequences thereof. The Purchaser/s are not allowed/ entitled to use any area for car parking or otherwise unless the Owner in writing permits the same.

14. ORGANISATION AND APEX BODY AND FINAL TRANSFER DOCUMENTS:

14.1 The Owners shall take steps for the formation of Society under the Maharashtra Co-operative Societies Act, 1960/ condominiums under the MOA Act in respect of the Building (the "Organization") as per provisions of applicable law. The Organization shall be known by such name as the Owners may in its sole discretion decide for this purpose. It is agreed and understood by the Purchaser/s that the Owner may opt, at its own discretion, to form separate Organization for each of the buildings/ towers. Within 3 months from the date of Occupation Certificate in respect of the entire said Building (i.e. last part occupation certificate of part of the said building), the Owners shall execute a Deed of Conveyance/ deed of assignment or other transfer documents(s) in favour of the Organization (**Building Conveyance**) in respect of only the structure of the Building (excluding basements and podiums of the said Building) subject to the Owners right (i) to dispose of unsold flats/premises, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional

further increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the /said Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and /or ongoing development or otherwise.

- 14.2 It is agreed and understood by the Parties that the Owners may, in its sole, discretion form and register an apex organization (“Apex Body”) comprising of the various organizations formed in respect of the said Building and/or other buildings to be constructed on the said Larger Property including the Organization of the said Project referred to hereinabove after the occupancy certificate has been received for all buildings which form part of the Larger Property within 3 months from the receipt of the occupation certificate for the last building constructed in the said Larger Property, the Owner shall execute a Deed of Conveyance/ assignment or such other transfer document in favour of the Apex Body (**Land Conveyance**) in respect of all of the Owner’s right, title and interest in the said Property subject to and excluding the Building Conveyance and also subject to the right of the Owners (i) to dispose of unsold flats/premises, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the said Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise alongwith rights to manage and administer the common areas, amenities, facilities and infrastructures and the said Property.
- 14.3 All individual organizations in respect of the said Building/s/ tower/s constructed on the Larger Property including the Organisation of the said Property shall become the members of such Apex Body. At the sole discretion of the Owner part or whole of any amenity and/or the land of the Larger property and additional amenities and infrastructure including internal roads, in respect of the Larger Property and such parts of the said Buildings which are excluded from the Building Conveyance may be conveyed to the Apex Body.
- 14.4 The Purchaser/s hereby agree and undertake that the Purchaser/s along with other purchasers in the Organization/ Apex Body shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal

fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance and Land Conveyance or any kind of document whereby ownership rights of the Building/ said Property are transferred to the Organization/Apex Body.

- 14.5 The Owner shall prepare and/or approve, as the case may be, Deed of Conveyance or Deed of Assignment in favour of the Organization/ Apex Body or the Declaration to be submitted under the MAO Act, the deeds of apartments or any and all other documents to be executed after the entire FSI /TDR in respect of the Larger Property and all other rights and benefits available now or in future in respect of the said Larger Property including incentive FSI schemes, amalgamated plots, and until all residences, flats, premises, garages and other tenements and units/ flats/ premises in all the building to be constructed on the Larger Property are sold and until all amounts are received. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the deed of conveyance/ Deed of Assignment/ declaration and other documents and formation and registration of the Organizations/ Apex Body shall be borne and paid by all the purchaser/s of the various Flat/ Premises in the buildings to be constructed on the Larger Property and/ or Organization on its formation. Such amount shall be kept deposited by the Purchaser/s with the Owners at the time of taking the possession of the said Premises and shall, until utilization, remain with the Owners.
- 14.6 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property or the said Building or any part thereof save and except the said Premises agreed to be sold to the Purchaser/s.
- 14.7 The Purchaser/s and the purchaser/s of the other flat/ premises shall join in the formation and registration of the Organization and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organization including the bye-laws of the Organization and duly fill in, sign and return to the Owners within 7 (seven) days of the same being forwarded by the Owners to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies,

as the case may be or any other Competent Authority.

14.8 A Deed of Conveyance or Deed of Assignment to be executed in respect of the said Building in favour of the Organization or Declaration to be submitted under the MAO Act/ MOFA or RERA other documents in favour of the Organization shall interalia contain the following :

- a) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Owners for safeguarding its overall interest in the said Property and the said Building.
- b) a covenant by the Purchaser/s to indemnify and keep indemnified the Owners against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- c) The right of the Owners to full and complete access of the said Property for the construction of the additional structures/ towers/floors as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Organization to admit such purchaser of the flat/ Premises comprised therein as its member without charging any additional amount.
- d) The Owners shall be entitled to construct site offices / sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Purchasers and shall continue until the entire Larger Property is developed;
- e) Even after conveyance of the said Building the Owners shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas;

- f) The Owners shall be permitted access and entry to the Buildings and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the Real Estate (Regulation and Development) Act;
- g) The obligation of the Organization in respect of the said Building to become a member of the Apex Body as and when formed;

14.9 It is agreed and understood by the Purchaser/s that the said Building/Project shall be completed upon the development of the said Project on the said Property by utilization of the fullest present or future FSI and TDR thereof and upon completion of the entire scheme of development of the said Property and on completion of the infrastructure and common areas and facilities of the said Property and the sale of buildings and until all flats/ premises, parking, and other tenements and units/ flats/ premises in all the buildings to be constructed as part of the said Project are sold and until all amounts is received. Till such time, the Owners shall not be liable and/or shall not be required to cause execution of conveyance/ transfer/ lease deed in respect of the said Building or any part thereof.

14.10 The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Organisation and/ or the Apex Body on their formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the buildings on the said Property/ Larger Property and the premises therein and for the performance and observance of building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser/s shall also observe and perform all the terms and stipulations laid down by the Organisation and/ or the Apex Body regarding occupation and use of the Flat/ Premises and shall pay outgoings in accordance with the terms of this Agreement.

14.11 The Owners hereby agree that they shall, before handing over possession of the said Flat/ Premises to the Purchaser/s and before execution of a conveyance/other transfer document of the said Larger Property in favour of the Apex Body to be formed by the purchaser/s of premises/units in the

buildings to be constructed on the said Larger Property, make full and true disclosure of the nature of their title to the Larger Property as well as encumbrances, if any, including any right, title interest or claim of any party in or over the Larger Property, and shall, as far as practicable, ensure that the Larger Property is free from all encumbrances and that the Owners have absolute, clear and marketable title to the Larger Property so as to enable them to convey to the Apex Body such absolute, clear and marketable title on the execution of a conveyance of the of the said Property by the Owners in favour of the said Organization.

- 14.12 It is agreed and recorded by and between the parties hereto that at any time after the Owner executes the deed of conveyance in respect of the said Building/said Property in favour of the Organisation, any additional FSI or TDR becomes available on the said Property and the Organization decides to exploit/utilize such FSI or TDR then the Organization shall appoint the Owner or any of the Owner's nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them; The Purchaser hereby gives his irrevocable consent for the same and agrees not to take any objection for the same.

15 COVENANTS BY THE PURCHASER/S:

- 15.1 The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the purpose of residence and shall not use the said Premises for any purpose other than for the purpose mentioned above except with the written permission of the Owners or the organization when formed. The Purchaser/s shall use the parking space only for purpose of keeping or parking the Purchaser/s' own vehicles. The Purchaser/s shall not use the open spaces/ parking/stilt/podium area etc. for parking their vehicles without prior written permission of the Owners/ Organization as the case may be.
- 15.2 The Purchaser/s has/ have declared that he/ she/ they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI (in case of Non Resident Indian) before entering into this Agreement for Sale with the Owners. Any breach or violation of any Acts or Rules or Laws by the Purchaser/s shall be entirely at their own cost and risk.

15.3 Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Purchaser/s that they shall not use any other road or access for ingress and egress to the said Building, save and except the access road as provided by the Owners.

15.4 The Purchaser/s further confirms that they have verified and inspected the approved plans and certain areas' have been demarcated as reservation and other set back and Owners have given various undertaking and writing to the Municipal Corporation and authorities which shall be binding upon the Purchaser/s and the benefits/TDR/ DRC shall be for the sole benefit of the Owners alone for which Purchaser/s have no objection for the same. The Purchaser/s is/ are aware of that proposed building is constructed with concession in open spaces/ joint open spaces and the Owners have executed registered undertaking in favour of the Municipal Corporation.

15.5 The Purchaser/s with an intention to bring all persons in whose hands the said Flat/Premises may come, doth hereby covenant with the Owners as follows:

- a) To maintain the said Flat/Premises at the Purchaser's own cost in good tenantable repairs and condition from the date on which the Purchaser/s are offered access to the said Premises for carrying out interior work (irrespective of whether such offer is accepted) and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or any common areas including but not limited to any staircase/s or any passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/ alter or make addition in or to the building and/or the said Premises or part thereof.
- b) Not to store in the said Flat/Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the said Building in which the said Flat/ Premises is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors which may be damage or

likely to damage the staircases, common passages or any other structure of the said Building in which the said Flat/Premises is situated including the entrance thereof. In case any damage is caused to the said Flat/Premises or the building/s or the common areas on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- c) To carry at the Purchaser's own cost all internal repairs to the said Flat/Premises and maintain it in good condition, state and order in which it was delivered by the Owners to the Purchaser/s and shall not do or suffer to be done anything in the said Flat/Premises which is in contravention of rules, regulations and bye-laws laid down by the Owners or of the concerned local authority or other public authority.
- d) Not to demolish or caused to be demolished the Flat/Premises or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Flat/Premises or any part thereof, nor alter the elevation and outside colour scheme of the said Building/s and to keep the portion, sewers, drain pipes in the flat/Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises.
- e) Not to do or permit to be done any act which may render void or voidable any insurance of the said Property or the building(s) or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- f) Not to enclose the balcony area or flowerbed inside the said Premises without express written permission of the Owners.
- g) To use the said Flat/Premises only for residence and not to use the said Premises for any unlawful uses or purposes, which is prohibited/ restricted in law.

- h) The Purchaser/s shall not carry out any structural changes/ modification inside of the said Premises and also shall not decorate change or modify the exterior of the said Premises or any part thereof.
- i) Not to carry out any illegal activity from the said Flat/ Premises which is against the interest of the Organisation/ other purchaser/s in the said Building.
- j) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building/s thereon and not to place or keep any garbage cans, waste paper baskets in the common passage, staircases, landing or lobbies of the said Property and the building/s thereon or any part of the Larger Property.
- k) Pay to the Owners within 7 (seven) days of demand by the Owners, his/ her/ their/ its share of deposit/charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building/s.
- l) To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Municipal Corporation and/or Government and/or other public authority on account of change of user of the said Premises or otherwise.
- m) To bear and pay all service tax, works contract tax, VAT/ GST, etc. and such other levies, if any, which may be imposed with respect to the construction on the said Property and/or any activity whatsoever related to the said Premises by the Corporation and/or State/Central/ Government and/ or Public Authority from time to time.
- n) To bear and pay increase in all local taxes, water charges, insurance premium, service tax, VAT, etc. and such other

levies, if any, which may be imposed by the Corporation and/or State/ Central/ Government and/ or Public Authority and/or concerned local authority, from time to time, on account of change of user of the said Premises by the Purchaser/s.

- o) Not to let, sub-let, transfer, assign, mortgage or give Power of attorney or any authority or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat/Premises until all the dues payable by the Purchaser/s to the Owners under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained prior written permission of the Owners. The Owners will always be entitled to and are hereby authorized to charge administrative charges, legal charges and other costs, charges and expenses pertaining to such transfer at such rates and on such other terms and conditions as the Owners may stipulate. The Purchaser/s does/do hereby agree and undertake not to oppose or object to the stipulations of such charges and/or such other terms and conditions as may be stipulated by the Owners and will forthwith pay and abide by the same.
- p) Till the management of the Building is handed over to the Organisation and / or the Apex Body, the Purchaser/s shall allow the Owner / society / organization, its surveyors and agents at all reasonable times, to enter into or upon the said Flat/Premises to view and examine the state and condition thereof and to carry out repairs.
- q) Not to change the external colour scheme or the pattern of the colour of the said Building.
- r) Not to change exterior elevation or the outlay of the said Building/s.
- s) Not to fix any grill to the Building/s or windows except in accordance with the design approved by the Owners. The split unit air conditioners should be appropriately installed in the

place provided by the Owners.

- t) The Purchaser/s shall not enclose their respective terrace/ balcony till the permission in writing is obtained from the concerned local authority and the Owners or the Organization as the case may be.
- u) Not to carry out civil work, including, but not limited to, any work in the kitchen and bathroom/toilets wherein any work of tiling, flooring etc. which damages the waterproofing, plumbing or sanitary lines laid at site. In case the Purchaser carries out any changes, modifications or alterations by himself or his agencies then the warranty of the said items becomes null and void and the defect liability of the Owner shall be lapsed and the Purchaser is solely liable to rectify and repair the same for all the affected area within his flat and/or outside area of his flat and/or the floors below accordingly at his own costs, expenses and consequences.
- v) The work of waterproofing, repair of internal leakages or repairs of any damages to flooring in the said Flat to be done only through licensed plumbing/waterproofing contractor as approved and appointed by the Owner at costs and expenses of Acquirer.
- w) The Purchaser/s shall not do or suffer to be done anything in the said Premises or in the said Property or the said Building which, would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser/s commits any acts or omissions in contravention to the above, the Purchaser/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Owners in that behalf.
- x) During the execution of interior works, the Purchaser/s shall be responsible for acts of any contractor/ workmen/ agents/ representatives and if such persons behave in any manner which is unacceptable to the Owners then such contractor/ workmen/ agents/representatives will be removed forthwith and will not be allowed to re-enter the said Flat/Premises

again.

- y) The Purchaser/s shall ensure that the execution of interior works in the said Premises is carried on only between 8am to 2 pm and 4 pm to 7 pm on all days of the week except Sundays.
- z) The Purchaser/s shall extend full cooperation to the Owners, their agents, contractors to ensure good governance of such works.
- aa) The Purchaser/s is/are further made aware that the Owners are engaged in the business of construction, development and redevelopment of immovable properties and during the construction of the building/s on the said Property and after completion thereof, the Owners may desire to show the said Building/s and or any areas therein including but not limited to common areas to various prospective clients of the Owners including inter alia occupants of building/s which the Owners are redeveloping or proposing to redevelop and accordingly, the Owners may arrange for site visits to the said Property and the building/s thereon and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium/s, amenities, etc. of the said Property for such purposes and the Purchaser/s either in their individual capacity or as member/s of the said Organisation shall not object thereto.
- bb) The Owners may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the said Property and the buildings thereon in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Owners may deem fit and the Purchaser/s either in their individual capacity or as member/s of the Organisation shall not object thereto.
- cc) The Purchaser/s is/are aware of the various terms, conditions and stipulations mentioned by the KDMC/ MMRDA whilst granting various approvals for the purpose of construction of the said Property and which terms, conditions and stipulations

are more particularly mentioned in the permissions granted by KDMC/MMRDA and the Purchaser/s has/have read and understood the contents thereof and after being aware of the same in all respects has/have agreed to acquire the said Premises and is/are entering into these presents.

- dd) These covenants shall be binding and operative even after the formation of the Organization/Apex Body.
- ee) The Purchaser/s shall observe and perform all the rules and regulations which the Organization/Apex Body may adopt at its inception; and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Organization/Apex Body regarding the occupation and use of the Flat/Premises in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- ff) The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the said Building is under construction. The Owner shall provide photographic updates of the construction progress (quarterly or half-yearly basis).
- gg) The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/ transfer of immovable properties in India, etc. and provide the Owner with such permission, approvals which would enable the

Owner to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Owner accepts no responsibility / liability in this regard. The Purchaser shall keep the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in the application / allotment of the said Flat/premises applied for herein in any way and the Owner shall be issuing the payment receipts in favour of the Purchaser only.

- hh) The Purchaser/s is/are aware that animal slaughter is not permitted in the project and Purchaser/s agree/s and undertake not to indulge in such activity.
- ii) The Owner will try to maintain the uniformity of shade and colour of tiles / marble fitted for usage in the flat. However, there may be variations in the same as there may be variations in the shades in batches procured from the manufacturers/ suppliers from time to time. The Owner will try to procure the best possible match in such cases but the same is not legally binding on the Owner. The Purchaser/s shall not hold the Owner liable or responsible for any variations in the shades of the tiles/marble in the flat however the variation in the shade upto 10% of the tiling area is hereby accepted by the Purchaser/s and the Purchaser/s shall not

raise any dispute in this regards at any point of time.

- jj) The Purchaser/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave in appropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building/ Project/ Larger Property or the Owner or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Owner shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Purchaser/s notice of termination.

16 SPECIAL CONDITIONS

The Owner may opt to develop an integrated township on the said Larger Property and all the terms and condition in relation thereto as mentioned hereinbelow are applicable to the all flat purchasers of My City Phase-II including the Purchaser/s herein:

16.1 My City - Project Management Company

16.1.1 The Purchaser/s is aware that the said Building and the said Project shall form part of My City Phase-II. The Purchaser/s agrees and confirms that for the maintenance and management of the said Project/said Property/My City Phase-II, the Common areas and amenities of the My City Phase-II or the Larger Property may be undertaken by a separate PMC as may be decided by the Owner.

16.1.2 The Purchaser is aware that PMC shall be authorizing and entitled to charge, receive and collect from the respective purchasers of the flat (including the Purchaser herein) and/or the Organization, the maintenance charges, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within my City Phase-II. The Owners may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of

the said Project and the My City Phase-II. The Purchaser agrees not to object at any time to the appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.

16.1.3 The Purchaser/s along with the other purchasers of the flats shall be entitled to avail of the services to be provided or arranged by or through the PMC at the costs, charges that may be fixed by the PMC and in accordance with the terms and conditions imposed by the PMC. All common costs, charges and expenses that may be claimed by the PMC shall be to the account of and borne by the Purchasers of the units/flats/premises in the Building. These common costs shall be shared by all the purchasers on pro-rata basis determined by the Owners and/or the PMC, which determination shall be binding on the Purchaser.

16.2 Utility Provisions

16.2.1 In case, the Owner opt to develop an integrated township on the said Larger Property, the Purchaser hereto agrees and acknowledges that the Owner may enter into contracts with third parties to provide various services such as electricity supply, water supply, water/ sewage recycling/ treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of My City Phase-II/ Larger Property (and/or lay related infrastructure thereto) to the residents of the said Project on the terms and conditions contained therein. The Owners reserves the absolute right to conduct all negotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all residents/citizens of the said Project and all residents/ purchaser/ultimate organizations/apex bodies/federations shall adhere to the same without raising any dispute thereto. The Purchaser/s has no objection to the above and waives all his rights to raise any objection.

16.2.2 The Owners shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PMC and are used for activities related to the development and up-gradation of the said Project/ My City phase-II and these monies are not used for any other purpose. The Purchaser has no objection to the above and waives all his rights to raise

any objection.

16.2.3 The Owners and/or PMC and/or any service provider appointed by PMC will levy charges for potable water, recycled water, electricity supply and gas consumption as per the prevailing market rates and the Purchaser/s shall make payment for the same, without delay or demur. Such payment to be made by the Purchaser to the owners and/or PMC and/or any service provider shall be exclusive and additional to the charges mentioned in Annexure "I" hereto. The Purchaser/s is aware that making timely payment for usage of these and/or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a small number of Purchasers. The Purchaser/s agrees and confirms that any default in payment, subject to grace period of upto 30 days, shall inter-alia result in disconnection of the concerned services and the Purchaser/s agrees to not raise any objection to the same.

17 WAIVER:

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

18 This Agreement shall be subject to the applicable provisions of the MAO Act, MOFA, RERA and the rules thereunder for Maharashtra any other provisions of law applicable thereto or any other law applicable from time to time. The Purchaser/s hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Projects.

19 The Purchaser/s hereby agrees that in the event of any amount by way of premium or security or any charges is payable to the concerned Municipal Authority or State Government or to the Utility Companies or betterment charges or development charges, tax or security deposit or charges for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of similar nature becoming payable by the Owners, the same shall be paid by the Purchaser/s to the Owners

in proportionate to the areas of the said Flat/Premises and in determining such amount the discretions of the Owners shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rate charges which the Purchasers may be called upon to pay the Owners in respect of installation of water line, water mains, sewerage lines, electric cables, electric sub-station (if any) making and maintaining of internal road, and access to the said Property drainages, layouts, etc. till handover of the premises/units to the organization of all purchasers and this amount shall be in addition to any other amount mentioned under this Agreement.

20 It is expressly agreed that the Purchaser/s shall be entitled to common area and facilities appurtenant to the said Flat/Premises and the nature, extent and description of such common areas and facilities which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Flat/Premises agreed to be sold to the Purchaser/s as mentioned in the **Annexure “J”**.

21 The Purchaser/s shall not ask for any partition, and/ or division towards his/ her rights in the said Flat/Premises or the said Building in which the said Flat/Premises is situated and/ or of the said Property and/ or shall not ask for independent rights, access in the said Building and/ or in the said Property and/ or any independent agreement or any other agreement of the said Flat/Premises.

22. OUTGOINGS:

22.1 7 (seven) days after notice in writing is given by the Owners to the Purchaser/s that the said Flat/ Premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. proportion to the floor area of the said Flat) of outgoings in respect of the said Property and said Buildings including but not limited to local taxes, betterment charges and/or such other charges as levied by the concerned local authority and/ or Government, water charges, insurance, common lights, repairs and salaries of the clerk, bill collectors, watchmen, sweepers, liftman, electricians, club subscription and usage charges maintenance and upkeep of club house and all other expenses necessary and incidental to the Management and maintenance of the Property and said Building. Until the Organization is formed and the said Building is transferred to it, the

Purchaser/s shall pay to the Owners whether demanded or not at all times such proportionate share of outgoings in respect of the said premises, all rates, taxes, dues, duties, impositions, outgoings, burden, water charges, insurance premium, maintenance, common lights charges, repairs, salaries of employees (bill collector, watchmen, liftman, sweeper, etc.) and all other expenses of and incidental to the management and maintenance of the said Building and club house whether the same are charged separately or as a part of maintenance bills in the manner as the Owner may determine. The Purchaser/s further agrees that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Owner provisional monthly contribution as indicated in **Annexure "I"** per month towards the outgoings charges, payable in advance for 24 months. The amounts so paid by the Purchaser/s to the Owner shall be utilized/ spent for meeting the outgoing charges in respect of the said Flat/Premises/ Project and the same shall not carry any interest and balance if any shall remain with the Owner until the formation of Organization/ Deed of conveyance is executed in favour of the Organization/ Apex Body as aforesaid, subject to the provisions of the said Acts. Only the balance of the amounts namely maintenance charges paid in advance for 24 months and share money as mentioned in **Annexure "I"** shall be paid over by the Owner to the Organization/Apex Body on hand over. The Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

22.2 The Purchaser/s agree and confirm that as from the date of delivery of possession of the said Flat/Premises, the Purchaser/s and other purchaser/s shall observe and perform all the rules and regulations of the Municipal Corporation and other statutory bodies and shall indemnify and keep indemnified the Owners against any loss or damage.

23. a) The Purchaser/s shall in addition to sale consideration mentioned in this Agreement before the delivery of possession of the said Flat/Premises, pay to the Owners, the amounts also detailed in **Annexure "I"** hereto.

b) In the above payments/ deposits, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, same shall be payable by the Purchaser/s before possession of the said Premises. In addition to the

above any goods and service tax and/or any other new levies/ tax or increases that may become due and payable at any time hereinafter on the aforesaid charges shall be borne and paid by the Purchaser/s alone.

c) The grill fitting in the said Premises, if any, will be done by the Purchaser/s, as per the design provided by the Owners. The Purchaser/s will have to pay extra for the grill and for fitting thereof. The Purchaser/s will not be provided a separate grill or allowed to make any change in the design or do any alteration with the grill. The Purchaser/s further undertakes not to fix or install the grill from outside of sliding window, which may damage, the elevation of the said Buildings.

d) Before taking possession of the said Premises, the Purchaser/s will inspect the said Flat/Premises and will fully and completely satisfy himself/ herself/ themselves with the said Flat/Premises in respect of the area, item of work or quality of work or the materials used for construction of the said Building and the amenities provided, and after taking possession, the Purchaser/s will not raise any claims about the area, amenities provided by the Owner/s with respect to the said Flat/Premises.

e) The Owners shall utilize the sum as referred to hereinabove for meeting all legal costs, charges including the professional cost of the Attorney/ Advocates of the Owner in connection with formation of the Organization preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance/ assignment of lease and in case of any short fall in the expenses, the Purchaser/s agree/s and accepts to pay the Owner for the same.

f) The Owner shall hand over the deposits or balance thereof to the Organisation as aforesaid. In the event of any additional amount becoming payable, the Purchaser/s shall forthwith on demand pay and deposit the difference to the Owner. The aforesaid amount/ deposit shall not carry any interest.

g) Subject to what is stated herein above, the Owners shall maintain a separate account in respect of sum received by the Owners from the Purchaser/s as advance or deposit, on account of the share capital of the Organization, outgoings, legal charges and shall utilize the same for the

purposes for which they have been received.

24. SET OFF/ ADJUSTMENT

24.1. The Purchaser/s hereby grants to the Owner the unequivocal and irrevocable consent to recover/ set off/ adjust the amounts payable by the Purchaser/s to the Owners including the total consideration, the said charges, interest and/ or liquidated damages from the amounts if any, payable by the Owner to the Purchaser/s. The Purchaser/s agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if any, of the Purchaser/s, in that regard, shall be deemed to have been waived.

25. STAMP DUTY AND REGISTRATION :

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall at his/ her/ their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Owner shall attend such office and admit the execution thereof.

26. NOTICES:

Any notice, demand letter, intimation or communication ("**Notice**") to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details as mentioned in their respective description at the beginning of the agreement. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through any one of the modes viz. registered letter., courier service, personal delivery e-mail or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service for facsimile notice shall be the business day after sending of such facsimile and the date of service of email Notice shall be deemed to be the date on which the email has been sent by the concerned Party. The Parties hereby agree and undertakes to send/ receive any Notice to/ from the other Party by email to the email address as specified in this Agreement.

27. INDEMNIFICATION BY THE PURCHASER/S:

The Purchaser/s hereby indemnify and keep indemnified the Owner and hold the Owner harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional and legal fees in relation thereto) of whatsoever nature incurred or suffered by the Owner directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Owners under this Agreement; (b) any breach and/or default by the Purchaser/s in the performance of any and/or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Flat/Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser/s or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat/Premises.

28. DISPUTE RESOLUTION

If any dispute, difference or claim arises between the parties hereto in connection with or touching this Agreement or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement, the parties shall attempt in the first instance to resolve the same by negotiation. If the disputes, differences or claims are not resolved by negotiation within ninety days after commencement of discussions or such longer period as the parties agreed to in writing, then either party may refer the disputes, differences or claims, to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.

29. GENERAL PROVISIONS

- a. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Owners, any agent, employee or representative of the Owners or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser/s or made available for the Purchaser's view. 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 writings, agreements, deeds, documents including sales brochures, marketing materials, models, photographs, videos, and illustrations concerning the said Premises between the parties hereto.
- b. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- c. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- d. If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several. All communications shall be sent by the Owner to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.
- e. Notwithstanding anything contained under this agreement, the Purchaser/s has/ have expressly agreed, accepted and confirmed to pay/ reimburse to the Owners immediately as and when demanded by the Owners and/or to the appropriate authorities all the present/ future/ revised/ new Property/ Municipal Tax, Goods and Service tax, Education cess, Value Added Tax, W.C.T. tax, and/ or any other levies,

taxes, cess, surcharge dues, duties, fine, penalty, interest, etc which may be under any name or terminology payable and/ or may become payable due to change/ amendment in the existing laws, rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. In determining such amount, the decision of the Owners shall be conclusive and binding upon the Purchaser. The Purchaser/s shall pay such amount in additions to any amount mentioned under this agreement or otherwise. On the Purchaser/s committing default in paying any of the amounts as aforesaid, the Owner shall be entitled at its own option to terminate this Agreement.

- f. The Purchaser/s hereby declares that he/she/they/it has perused this Agreement entirely and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Purchaser/s, after being fully satisfied, has entered and accepted this Agreement.

THE SCHEDULE A ABOVE REFERRED TO:
(Description of the said Larger Property)

PART – I

All that piece and parcel of land or ground aggregately admeasuring **2,85,716** sq. mtrs. or thereabouts bearing Survey Nos.17/1, 17/2, 17/3A, 17/3B, 17/4, 17/5, 19 /1 to 4 , 20/ 3 to 5 , 34/1, 36/1/A, 36/1/B, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1 to 4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 103/3 to 5, 103/6/A, 103/6/ B,103/7 to 13, 103/14B, 103/15 to 18, 104, 106/2, 106/3, 106/6, 107/2/ A, 107/2/B, 107/3 to 24, 107/25/A, 107/25/B, 107/26/A, 107/26/B, 108/1, 108/2, ,134/1, 134/2, 134/3, situate, lying and being at Village Usarghar, Taluka Kalyan, District Thane, forming a part of Larger Property.

PART – II

All that piece and parcel of land or ground aggregately admeasuring 1,95,334 sq. mtrs. or thereabouts bearing Survey Nos.93 (part), 103/2,

107/1, 108/3, and 109 (part) situate, lying and being at Village Usarghar, Taluka Kalyan, District Thane, forming a part of Larger Property.

PART-III

All that piece and parcel of land or ground aggregately admeasuring 62,470 sq. mts or thereabouts bearing Survey Nos. 2 and 21/1 situate, lying and being at Village Sandap, Taluka Kalyan, District Thane, forming a part of the said larger property.

THE SCHEDULE "B" ABOVE REFERRED TO:

(Description of the said Property)

All that piece and parcel of land or ground aggregately admeasuring 26284.72 sq.mtrs. forming a part of Larger Property. situate lying and being at Village Usarghar, Taluka Kalyan, District Thane.

IN WITNESS WHEREOF the parties hereto have executed these presents and the duplicate hereof the day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED)
By the within named **OWNERS**)
HORIZON PROJECTS PVT. LTD.)
By hand of its Authorized Signatory)
MR._____)
in the presence of)
1. _____)
)
2. _____)

SIGNED, SEALED AND DELIVERED)

By the within named Purchaser/s)

_____)

_____)

_____)

in the presence of)

1. _____)

_____)

2. _____)

RECEIVED of and from the said Purchaser /s)

above named the sum of ₹. _____/-)

RUPEES _____)

_____ **ONLY**)

as advance payment or deposit paid by the)

Purchaser/s to the Owners)

We say received
For **Horizon Projects Pvt. Ltd.**

Authorized Signatory

Witness:

1.

2.

(1) (5)

Annexure 'A'

To,
Horizon Projects Private Limited,
Runwal & Omkar Esquare,
5th floor, Eastern Express Highway,
Opp. Sion-Chunabhatti Signal,
Sion (East), Mumbai - 400 022.

CERTIFICATE RELATING TO TITLE

Re: All that piece and parcel of non-agricultural land and ground admeasuring 10 Hectares 59 Ares carved out of land Survey No. 93 admeasuring 11 Hectares 79 Ares situated at Village Usarghar, within the limits of Group Grampanchayat Katai, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property No.1");

All that piece and parcel of non-agricultural land and ground bearing Survey No. 109 admeasuring 9 Hectares 32 Ares situated at Village Usarghar, within the limits of Group Grampanchayat Katai, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property No.2").

("the said Property No. 1" and "the said Property No.2" are hereinafter collectively referred to as "the said Property").

1. Title Documents:

For the purpose of this certificate, we have perused the following documents (originals and / or copies as stated below, and have relied upon the contents being true and correct):-

- (i) Certified copy of 7/12 extract for the year 2010-2011 issued on 13th March 2012, in respect of the said Property No.1;
- (ii) Certified copy of 7/12 extract for the year 2010 to 2012 issued on 7 January 2012, in respect of the said Property No.2;
- (iii) Photocopy of Mutation Entries:-
In respect of the said Property No.1: 439, 453, 41/493, 869, 897, 902, 903, 909, 913, 914, 921 and 1054;
In respect of the said Property No.2: 439, 452, 41/491, 897, 902, 903, 909, 913, 914, 921 and 1054;
- (iv) Original order dated 9 March 1962, bearing No. RBM/LBP,PSR/2404 passed by the Collector, Thane under Section 55 of the Bombay Village Panchayat Act, 1958;

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- (v) Certified copy of Sale Deed dated 27 March 1962 made and entered into between Group Grampanchayat, Katai through its Sarpanch, Mr. Sakaharam Ganpat Patil of the One Part and The Premier Automobiles Limited of the Other Part registered with the office of Sub-Registrar of Assurances, Kalyan under serial no.355 of 1962;
- (v) Original order dated 5 June 1971 passed by the Additional Collector, Thane under Section 42 Maharashtra Land Revenue Code, 1966;
- (vi) Original order dated 14 April 1972 bearing no. RB/IV/NAP/SR/4/71 passed by the Additional Collector, Thane under Section 44 of Maharashtra Land Revenue Code 1966;
- (vii) Photocopy of order bearing no. ULC/ULL/8(3)SR-850, dated 15 July 1978, passed by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8(4) of the Urban Land (ceiling and Regulation) Act, 1976;
- (viii) Photocopy of order dated 13 January 1994 bearing no. AOL-1091/(1073)/D-XV passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra under Section 20 (1) (a) of the Urban Land Ceiling Act, 1976;
- (ix) Photocopy of unregistered Deed of Conveyance dated 27 May 1996 made and entered into between PAL of the One Part and PAL Peugeot Limited of the Other Part;
- (x) Photocopy of letter dated 15 September 1998 of Deputy Secretary, Maharashtra State addressed to The Premier Automobiles Limited;
- (xi) Photocopy of letter bearing No.1027A dated 30 December 2004 of Sub-Divisional Officer, Thane Division, Thane addressed to Tahsildar, Kalyan;
- (xii) Photocopy of Certificate of Incorporation (consequent on change of name) dated 28 March 2005 Issued by Registrar of Companies, Maharashtra, Mumbai;
- (xiii) Photocopy of letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division, addressed to The Premier Automobiles Limited;

- (xiv) Photocopy of Indenture of Mortgage dated 17 December 2005, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 9204/2005 executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited;
- (xv) Photocopy of Indenture of Additional Security dated 19 December 2005, registered with the Sub-Registrar of Assurances, Kalyan-1 under Serial No. 7626/2005 executed by Premier Limited in favour of SICOM Limited;
- (xvi) Photocopy of order dated 27 December 2005 passed by the Deputy Collector in the RTS/Appeal/Case No. 82A of 2005;
- (xvii) Photocopy of Indenture of Mortgage dated 4 May 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 3781/2006 executed by Premier Limited in favour of SICOM Limited;
- (xviii) Photocopy of Indenture of Additional Security dated 5 May 2006, registered with the Sub-Registrar of Assurances, Kalyan-4 under Serial No. 2155/2005 executed by Premier Limited in favour of SICOM Limited;
- (xix) Photocopy of Joint Indenture of Mortgage dated 6 October 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 7864/2006 executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited;
- (xx) Photocopy of Indenture of Additional Security dated 9 October, 2006 registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no. 4794 of 2006 executed by Premier Limited in favour of SICOM Limited;
- (xxi) Photocopy of judgment and order dated 16 October 2006 passed by the Sub-Divisional Officer, Thane Division in Appeal Nos. TD/2/Land/NAP/SR/307 to 313 of 2006;
- (xxii) Photocopy of certain papers in RTS Appeal/Case No. 5 of 2007 filed by Premier Limited before the Tahsildar;
- (xxiii) Photocopy of order dated 3 September 2007 passed by the Tahsildar, Kalyan in RTS Appeal/Case No. 5 of 2007;

- (xxiv) Photocopy of Resolution bearing no. ULC-1007/C.N.222/ULCA-2 dated 23 November 2007 of Government of Maharashtra;
- (xxv) Photocopy of certain papers in RTS Appeal No. 604 of 2008 filed by Premier Limited before the Sub-Divisional Officer, Thane Division Thane;
- (xxvi) Photocopy of order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, in RTS Appeal No. 604 of 2008;
- (xxvii) Photocopy of RTS Appeal No. 80 of 2008 filed by Premier Limited before the Deputy Collector (Appeals), Thane;
- (xxviii) Photocopy of Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxix) Photocopy of Memorandum of Entry dated 20 January 2010 executed by Premier Limited in favour of The Federal Bank Limited;
- (xxx) Photocopy of an unregistered Agreement dated 21 July 2010 executed between SICOM Limited and Premier Limited with regards to the sanction of Inter Corporate Deposit in the form of Short Term Loan;
- (xxxi) Photocopy of Indenture of Mortgage dated 29 September 2010, registered with the Sub-Registrar of Assurances, Kalyan-2 on 1 December 2010, under Serial No. 11390/2010 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxxii) Photocopy of order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane in RTS Appeal No. 80 of 2008;
- (xxxiii) Photocopy of Notification bearing No. S. O. 644(E) dated 22 March 2011 issued by the Ministry of Railways, Railway Board published in the Gazette of India, Extraordinary, Part-II Section 3, Sub-section (ii) dated 29 March 2011 passed under sub-section 1 of section 20A of the Railways Act 1989
- (xxxiv) Photocopy of letter bearing No. BBYA/PL/HD dated 13 May 2011 addressed by The Federal Bank Limited to Premier Limited;

- (xxxv) Photocopy of Indenture of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan-2 under serial no.6695/2011 executed by Premier Limited in favour of SICOM Limited;
- (xxxvi) Photocopy of two letters both dated 11 October 2011 addressed by SICOM Limited to Premier Limited;
- (xxxvii) Photocopy of letter dated 12 October 2011 addressed by Housing Development and Finance Corporation Limited to Premier Limited;
- (xxxviii) Photocopy of certain papers in Revision Application No. 206 of 2011 filed by Premier Limited before the Hon'ble Additional Commissioner, Konkan Division, Mumbai;
- (xxxix) Photocopy of two letters both dated 11 October 2011 addressed by SICOM Limited to Premier Limited;
- (xl) Photocopy of letter dated 12 October 2011 addressed by Housing Development and Finance Corporation Limited to Premier Limited;
- (xli) Photocopy of Writ Petition No. 9701 of 2011 filed by Premier Limited before the Hon'ble High Court of Judicature at Bombay;
- (xlii) Photocopy of order dated 22 November 2011 passed by the Hon'ble High Court of Judicature at Bombay in the aforesaid Writ Petition;
- (xliii) Search Report dated 19 December, 2011 issued by Mr. Navin Maheshwari, in respect of search conducted in the Registrar of Companies;
- (xliv) Search Reports dated 1 January 2012 issued by Mr. Nilin Jagtap, in respect of the said Property;
- (xlv) Photocopy of a letter dated 3 February 2012 Issued by Talathi, Bhopar;
- (xlvi) Order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division.

2. Brief History:

On perusal of the aforesaid documents and from the information furnished to us, we observe as follows:

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- a. On or before 1962, Group Grampanchayat Katal ("Grampanchayat") was owner of lands bearing (i) Survey No. 93 admeasuring 29 Acres 5 Gunthas ("said Land No.1") and (ii) Survey No. 109 admeasuring 23 Acres 1 Guntha ("said Land No.2") situated at Village Usarghar, Taluka Kalyan, District Thane. ("the said Land No.1" and "the said Land No.2" are hereinafter collectively referred to as "the said Lands").
- b. Vide an order bearing no. RBL/BPSR/2404, dated 9 March 1962 passed by Collector of Thane, under Section 55 of the Bombay Village Panchayat Act, 1958, permission was granted to the Grampanchayat to sell and transfer the said Lands to The Premier Automobiles Limited ("PAL") and on the terms and conditions contained therein. As per the said order dated 9 March 1962, the said Lands were to be used for industrial purpose and cannot be sold, transferred, mortgaged, leased or encumbered in any manner whatsoever by PAL without prior written permission of the Collector. On breach of the terms and conditions of the said order dated 9 March 1962, the order shall be liable to be cancelled. The said order dated 9 March 1962 reflects area of (i) the said Land No.1 as 29 Acres instead and in place of 29 Acres 5 Gunthas and (ii) the said Land No.2 as 23 Acres instead and in place of 23 Acres 1 Gunthas. We have not been furnished with the complete and legible copy of the order dated 9 March 1962.
- c. Pursuant to aforementioned order dated 9 March 1962, the Grampanchayat through its Sarpanch, Mr. Sakharam Ganpat Patil sold, transferred and conveyed the said Lands to PAL vide Sale Deed dated 27 March 1962 and on the terms and conditions contained therein. The said Sale Deed dated 27 March 1962 is registered with the Sub-Registrar of Assurances, Kalyan under serial no. 355/1962. Accordingly, Mutation Entry No. 41/493, dated 21 November 1962 was recorded and name of PAL was mutated as owner in the record of rights of the said Lands. On perusal of the said Sale Deed dated 27 March 1962, it appears that the said Lands are "gurcharan" (grazing land). The 7/12 extract of the said Land No.2 erroneously reflects Mutation Entry No.41/491 instead and in place of 41/493.
- d. From Mutation Entry No. 439 dated 16 April 1971, it appears that the Maharashtra Weights and Measurements (Enforcement Act) 1958 and Indian Coinage Act, 1957 was implemented for the said Lands. Pursuant thereto, the area of the said Lands bearing (i) Survey No. 93 was converted from 29 Acres 5 Gunthas to 11 Hectares 7.9

Ares and (ii) Survey No. 109 admeasuring 23 Acre 1 Guntha was converted to 9 Hectare 32 Ares (i.e. the said Property No.2).

- e. The 7/12 extract of the said Property No.2 reflects Mutation Entry No.452. A letter dated 3 February 2012 is issued by Talathi, confirming that Mutation Entry No.452 is not available in the revenue records.
- f. The 7/12 extracts of the said Property No.1 reflects Mutation Entry No.453. A letter dated 3 February 2012 is issued by Talathi, confirming that Mutation Entry No.453 is not available in the revenue records.
- g. By an order bearing no. RB/IV/NAP/SR/4/71 dated 5 June 1971 read with order dated 14 April 1972 both passed by the Collector, Thane under Section 42 read with Section 44 of Maharashtra Land Revenue Code 1966 ("MLRC"), the said Land No.1 and the said Property No. 2 has been converted from agricultural land to non-agricultural use and specifically for the industrial use and on the terms and conditions contained therein. Certain essential terms and conditions reproduced here in below:-
- (i) land can be used only for the purpose for which it is granted and not for any other purpose;
 - (ii) to obtain prior permission from the Collector for commencing any further construction on land;
 - (iii) occupant shall begin NA use of the land within one year;
 - (iv) prohibited to change the usage of the land.
- h. By an order bearing no. ULC/ULL/8(3)SR-850, dated 15 July 1978, passed by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8 (4) of Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"), it appears that Survey No. 93 and the said Property No. 2 were declared as surplus and were directed to be surrendered.
- i. By an order bearing no. AOL-1091/(1073)/D-XV, dated 13 January 1994, passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra, it appears that land admeasuring 8,67,470 sq. mtrs. situated at Villages Usarghar, Sandap, Betavade and Bhopar ("exempted land") owned by PAL was exempted under Section 20 of the ULC Act, for construction of test track, for testing of cars/trucks, etc. and for forestry, on the terms and conditions

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mentioned therein. Out of the said exempted land, a portion of land admeasuring 7,71,407 sq. mtrs. is to be used for test track and the balance land admeasuring 96,063 sq. mtrs. for forestry. As per the said order dated 13 January 1994, prior permission of the State Government is required to be obtained, if PAL transfers the said exempted land to any person or party by way of sale, lease, mortgage or otherwise. We are not aware of the survey numbers comprising of the said exempted land as we did not have access to the exemption application. However, for the purpose of this Certificate relating to Title, we have assumed that the said Land and the said Property No.2 is exempted under the aforesaid order dated 13 January 1994.

- j. By a Deed of Conveyance dated 27 May 1996 made and entered into between PAL, therein referred to as the Vendor of the One Part and PAL Peugeot Limited (formerly known as Kalyan Motors Company Private Limited / Kalyan Motors Company Limited), therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Kalyan under serial no.1553 of 1996, PAL, sold, transferred and conveyed a portion of the said Land No.1 admeasuring 3 Acres (i.e. 1 Hectare 20 Ares) to Pal Peugeot Limited and on the terms and conditions contained therein and the balance portion of the said Land No.1 admeasuring 10 Hectares 59 Ares (i.e. the said Property No.1) was retained by PAL. Accordingly, vide Mutation Entry No. 869 dated 20 December 1996, name of PAL Peugeot Limited was recorded as owner in respect thereof, in the record of rights.
- k. From the letter dated 15 September 1998 addressed by Deputy Secretary, Maharashtra State to PAL, it appears that PAL was allowed to use exempted land for industrial purpose subject to payment of 15% of market value of the said exempted land as transfer fee to the Government of Maharashtra. We have been informed that the transfer fee has not been paid by PAL.
- l. From Mutation Entry No. 897 dated 3 March 2003, it appears that as per order of the Assistant Sales Tax Commissioner bearing no. J.S.V.O. (Funds)/A-10/Recovery/Premier B-84 dated 29 June 2001 and Taluka order bearing no. T-10 K.V. 573 dated 16 July 2001, the said Property was attached for recovering a sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) by the Sales Tax Department and a further restriction was imposed that no sale or purchase transaction relating to the said Property shall be entered into without the permission of the Commissioner of Sales Tax, Maharashtra. Accordingly, an attachment of the Sales Tax Department was recorded in the other

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rights column of the record of rights of the said Property. We have not been provided with copy of orders dated 29 June 2001 and 16 July 2001.

- m. From Mutation Entry No. 902 dated 22 March 2004, it appears that as per order of the Tahsildar bearing no. T-1/K.V. 180 dated 22 March 2004, the attachment of the Sales Tax Department for recovering the sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) was removed from the records of rights of the said Property. We have not been provided with copy of order dated 22 March 2004 or the underlying order of Sales Tax Department revoking the attachment.
- n. From Mutation Entry No. 903 dated 13 April 2004, it appears that as per order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and Taluka order bearing no. T-10/571 dated 13 April 2004, an attachment for recovering the outstanding Sales Tax of a sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred Ninety Five Only) was recorded in the other rights column of the record of rights of the said Property. We have not been provided with copy of orders dated 6 April 2004 and 13 April 2004. The aforesaid attachment was subsequently removed as stated in paragraph (v) hereinbelow.
- o. Vide letter bearing no.1027A dated 30 December 2004, the Sub-Divisional Officer, directed Tahsildar to record the tenure of the said Property as "Class-II occupancy" (i.e. new tenure). Vide letter dated 10 January 2005, Tahsildar issued directions to the Talathi to record tenure of the said Property as "occupant class-II" (viz. new tenure) and accordingly, vide Mutation Entry No.909 dated 12 January 2005, the change in tenure of the said Property was reflected in the respective 7/12 extracts of the said Property.
- p. From Certificate of Incorporation (consequent on change of name) dated 28 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai, it appears that name of PAL was changed to Premier Limited. The effect of change of name is not recorded in the record of rights and therefore the 7/12 extracts of the said Property still reflect name of PAL as the owner of the said Property.
- q. By a letter dated 27 June 2005 of Sub-Divisional Officer, the Sub-Divisional Officer confirmed that the said Property is "Class-II occupancy" land.

- r. Premier Limited filed a RTS/Appeal/Case No.82A of 2005 before Deputy Collector (Appeals), Thane, challenging the directions contained in the aforementioned letter dated 27 June 2005 of Sub-Divisional Officer. The Deputy Collector vide its order dated 27 December 2005 passed in these proceedings dismissed the case on the ground that the letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division is not a quasi-judicial order under Section 247 of MLRC.
- s. By an Indenture of Mortgage dated 17 December 2005 executed by Premier Limited in favour of SICOM Limited ("SICOM"), and Housing Development Finance Corporation Limited ("HDFC") read with Indenture of Additional Security dated 19 December 2005 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 17 December 2005 is registered with the Sub-Registrar of Assurances, Haveli No. 5 under serial no. 9204/2005 and the Indenture of Additional Security dated 19 December 2005 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial No. 7626/2005.
- t. By an Indenture of Mortgage dated 4 May 2006 executed by Premier Limited in favour of SICOM read with Indenture of Additional Security dated 5 May 2006, executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 4 May 2006 is registered with the Sub-Registrar of Assurances, Haveli No. 5 under serial No. 3781/2006 and the Indenture of Additional Security dated 5 May 2006 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial No. 2155/2006.
- u. By an Joint Indenture of Mortgage dated 6 October 2006 executed by Premier Limited in favour of SICOM and HDFC read with Indenture of Additional Security dated 9 October, 2006 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Joint Indenture of Mortgage dated 6 October 2006, is registered with the Sub-Registrar of Assurances, Haveli-5, under serial No. 7864/2006 and the said Indenture of Additional Security dated 9 October 2006 is registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no.4794 of 2006.

- v. From Mutation Entry No. 914 dated 28 November 2006, it appears that as per the order bearing no. RTS/T-10/1303 dated 28 November 2006, the attachment by the Government of Maharashtra, Sales Tax Commissioner (recorded vide an order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and Taluka order bearing no. T-10/571 dated 13 April 2004) for the sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred and Ninety Five Only) was removed. Accordingly, the attachment of Government of Maharashtra, Sales Tax Commissioner was removed from the other rights column of the record of rights of the said Property. We have not been provided with copy of the order dated 28 November 2006.
- w. PAL filed an Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006 before the Sub-Divisional Officer, Thane Division, challenging the Mutation Entry No. 909 dated 12 January 2005 (based on which tenure of the said Property is changed) in respect of the said Property. The Sub-Divisional Officer vide its common Judgement and Order dated 16 October 2006 read with Rectification Order dated 23 October 2006, partially-allowed Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006, with a direction to Tahsildar to re-enquire/re-check the Mutation Entry No.909 and the matter was remanded back to Tahsildar. Accordingly, vide Mutation Entry No. 913 dated 1 November 2006, the remark of "Class II" was deleted from the record of rights of the said Property.
- x. By an order dated 3 September 2007, Tahsildar, Kalyan (i) confirmed the Mutation Entry No. 909 dated 12 January 2005 and (ii) upheld the directions contained in letter bearing no.1027A dated 30 December 2004. Accordingly, vide Mutation Entry No. 921 dated 17 October 2007, the remark of "Class II" was once again recorded in the record of rights of the said Property.
- y. As per Resolution bearing no. ULC-1007/C.N.222/ULCA-2 dated 23 November 2007 of the Government of Maharashtra, it has been notified that permission for transfer of the land exempted under Section 20 of the ULC Act (i.e. which was earlier declared as vacant land in excess), falling in Industrial Zone of Thane Urban Agglomeration, can be granted on payment of 100% of the market value of such land as transfer fee, to the Government of Maharashtra. The said resolution further notifies that if such exempted land falling in industrial zone is to be utilized for residential purpose, then, such transfer fee should be equivalent to the valuation of such land as per prevailing ready reckoner rate.

- z. Being aggrieved by the order dated 3 September, 2007, Premier Limited filed RTS Appeal No.604 of 2008 before the Sub-Divisional Officer, Thane Division, Inter-alia, challenging the order dated 3 September 2007 passed by the Tahsildar. By an order dated 17 April 2008, the Sub-Divisional Officer dismissed RTS Appeal No.604 of 2008 and upheld the order dated 3-September 2007 passed by the Tahsildar.
- aa. Being aggrieved by the order dated 17 April, 2008, Premier Limited preferred RTS Appeal No.80 of 2008 before Deputy Collector (Appeals), Thane, inter alia, challenging the order dated 17 April, 2008 passed by Sub-Divisional Officer, Thane Division.
- bb. By a Deed of Mortgage dated 20 May 2009 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of the loans availed by it from HDFC and on the terms and conditions contained therein. The said Deed of Mortgage is registered with the Sub-Registrar of Assurances under serial no.2549 of 2009.
- cc. A Letter of Credit facility of Rs.20,00,00,000/- (Rupees Twenty Crores Only) was availed by Premier Limited from The Federal Bank Limited for which the charge was created against the said Property and recorded in the Memorandum of Entry dated 20 January 2010.
- dd. By an unregistered Agreement dated 21 July 2010, SICOM had agreed to grant financial assistance by way of Inter Corporate Deposit in the nature of Revolving Short Term Loan for a tenure of six months for the sum of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) to Premier Limited on terms and conditions contained therein. We are not aware whether the financial assistance of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) was sanctioned and disbursed to Premier Limited.
- ee. By an Indenture of Mortgage dated 29 September 2010 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of loans availed by it from HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 29 September 2010, is registered with the Sub-Registrar of Assurances, Kalyan-2, under serial no. 11390/2010.
- ff. The Deputy Collector (Appeals), Thane vide its order dated 15 February 2011 dismissed RTS Appeal No.80 of 2008 and upheld (i) order dated 3 September 2007 passed by Tahsildar and (ii) order dated 17 April 2008 passed by the Sub-Divisional

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Officer subject to the clarification given in the judgment regarding occupancy class-I, class-II and unearned income.

- gg. By a Notification bearing no.S.O.644(E) dated 22 March 2011 issued by the Ministry of Railways and published in the Gazette of India, Extraordinary, Part-II Section 3, sub-section (II) dated 29 March 2011 (passed under sub-section 1 of section 20A of the Railways Act 1989), a portion of land bearing Survey No.109 admeasuring 1.0566 Hectares is proposed to be acquired by the Government for the purpose of execution, maintenance, management and operation of Special Railway Projects namely Dedicated Freight Corridor Corporation of India Limited ("DFCC"). The notification invited objections, in respect thereof from the interested persons within 30 days of its publication in the Official Gazette (hereinafter referred to as the "said Railway Acquisition"). By a letter dated 3 August, 2011 read with letter dated 9 September 2011, Premier Limited raised/filed their objections for the said Railway Acquisition.
- hh. By a letter bearing no. BBY/PL/HD dated 13 May, 2011 addressed by The Federal Bank Limited to Premier Limited, The Federal Bank Limited has confirmed releasing its charge/mortgage against the said Property.
- ii. By an Indenture of Mortgage dated 1 June, 2011 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property, for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 1 June, 2011, is registered with the Sub-Registrar Kalyan-2, under serial no. 6695/2011.
- jj. Premier Limited filed a Revision Application No. 206 of 2011 before the Hon'ble Additional Commissioner, Konkan Division, Mumbai under Section 257 of the MLRC, challenging (i) order dated 15 February 2011 passed by the Dy. Collector (Appeals), Thane, (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division and (iii) order dated 3 September 2007 passed by Tahsildar.
- kk. By an order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division, the Revision Application No.206 of 2011 of Premier Limited was dismissed and the Order dated 3 September 2007 passed in RTS Case No.5 of 2007 by Tahsildar, Kalyan and the Order dated 17 April 2008 passed in RTS Appeal No.604 of 2008 by the Sub-Divisional Officer were upheld. By the said Order dated 17 February 2012, it was further held that unearned income on transfer of the said Property is required to be paid by PAL.

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ii. Premier Limited has filed Writ Petition No. 9701 of 2011 before the Hon'ble High Court of Judicature at Bombay, against the State of Maharashtra and Ors., challenging the applicability of ULC Act to the said Property, thereby seeking declaration that the ULC Act does not apply to the said Property and for other reliefs as prayed therein. The Hon'ble High Court by an order dated 22 November 2011 has admitted the said Petition and the same is pending.

mm. Vide two letters both dated 11 October 2011 issued by SICOM, SICOM has confirmed that the principal outstanding as on 30 September 2011 is (i) Rs.50,00,00,000/- (Rupees Fifty Crores only) against loan account no. R0299, (ii) Rs.2,00,00,000/- (Rupees Two Crores Only) against loan account no. F0584, (iii) Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) against loan account no. F0593 and (iv) Rs.50,00,000/- (Rupees Fifty Lakhs Only) against loan account no. F0601 thus aggregating to Rs.54,10,00,000/- (Rupees Fifty Four Crores Ten Lakhs Only). Similarly, vide a letter dated 12 October 2011 issued by HDFC, HDFC has confirmed that the total outstanding amount as on 30 September 2011 is Rs.25,00,00,000/- (Rupees Twenty Five Crores Only).

nn. From Mutation Entry No.1054 dated 18 November 2011, It appears that vide order dated 3 October 2011 passed in case no. 201/3 by the Government read with order bearing no.ULC/U LN/201/Industrial/324 dated 7 October 2011 passed by the Deputy Collector, restriction imposed by the Government that the said Property cannot be transferred without prior permission of the Government as the land is exempted for industrial purpose and the same has been recorded in the record of rights of the said Property.


oo. We have been informed by PAL that:-

- (a) an underground water pipeline is laid by Maharashtra Water Supply and Sewage Board passes through the said Property No.2;
- (b) Sandap-Diva Road having width of approximately 10 meters passes through the said Property No. 2;
- (c) a portion of the said Property No.2 has been encroached upon by a brick manufacturer by erecting a temporary structure on the said Property No.2. We are not aware of the physical identification of such encroachment.

- pp. To Investigate title of Premier Limited to the said Property, public notices were published by us in newspapers "Hindustan Times" and "Navshakti" both dated 21 November 2011, Mumbai Edition, calling for objections, if any. In pursuance to the said public notices, we have not received any objection, till date.
- qq. Mr. Navin Maheshwarl, Advocate, has carried out search in records of Registrar of Companies and as per his Report dated 19 December 2011, charge of SICOM and HDFC in respect of the said Property is recorded.
- rr. Mr. Nijin Jagtap, Advocate, has carried out search of the Index-II registers maintained with the Sub-Registrar Offices, Kalyan, with respect to the said Property and he has submitted his Search Reports dated 1 January 2011.
- ss. The issues mentioned above are required to be sorted out to make the said Property free, clear and marketable.
3. Subject to what is stated hereinabove, in our opinion, Premier Limited is the owner of the said Property and has free, clear and marketable title to the said Property.
4. General
- a. We have not visited the site on which the said Property is situated.
- b. We express no view about the zoning/user/reservations/FSI/or developability of said Property as the same is within the scope of an architect review.
- c. This Certificate relating to Title is limited to the matters pertaining to Indian Law (as on the date of this Certificate relating to Title) alone and we express no opinion on laws of any other jurisdiction.

Dated this 13th day of June, 2012.

For M/s. Hariani & Co.


Partner

(2) (3) (4)

Annexure 'A'
HARIANI & CO.
ADVOCATES AND SOLICITORS

Annexure 'A-1'

To,
Horizon Projects Private Limited,
Runwal & Omkar Esquare,
5th floor, Eastern Express Highway,
Opp. Sion-Chunabhatti Signal,
Sion (East), Mumbai - 400 022.

CERTIFICATE RELATING TO TITLE

Re: All that piece and parcel of land and ground bearing Survey No. 103 Hissa No. 2 admeasuring 11 Ares, situated at Village Usarghar, within the limits of Group Grampanchayat Katai, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property No.1");

All that piece and parcel of land and ground bearing Survey No. 107 Hissa No. 1 admeasuring 51 Ares, situated at Village Usarghar, within the limits of Group Grampanchayat Katai, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property No.2");

All that piece and parcel of land and ground bearing Survey No. 108 Hissa No. 3 admeasuring 6 Ares, situated at Village Usarghar, within the limits of Group Grampanchayat Katai, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property No.3").

("the said Property No. 1", "the said Property No.2" and "the said Property No.3" are hereinafter collectively referred to as "the said Property").

1. Title Documents:

For the purpose of this certificate, we have perused the following documents (originals and / or copies as stated below, and have relied upon the contents being true and correct):-

- (i) Certified copy of the 7/12 extracts:-
- (a) for the year 2010 to 2012 issued on 7 January, 2012, in respect of the said Property No.1;
 - (b) for the year 2010 to 2012, in respect of the said Property No.2;
 - (c) for the year 2010-2011, in respect of the said Property No.3;

(ii) Photocopy of the following Mutation Entries:

In respect of the said Property No.1: 274, 439, 599, 698, 772, 897, 902,
903, 909, 913, 914, 921 and 1054;

In respect of the said Property No.2: 274, 439, 598, 599, 698, 772, 897,
902, 903, 909, 913, 914, 921 and
1054;

1st Floor, 10, Bruce Street, Horni Mody Street, Fort, Mumbai - 400 001, India
Tel. 91-22-2278 0600 / 22022733 / 22041824. Fax. 91-22-22046623. E-mail : mumbai@hariani.co.in www.hariani.co.in

In respect of the said Property No.3: 274, 439, 599, 698, 772, 897, 902,
903, 909, 913, 914, 921 and 1054;

- (iii) Original order dated 23 April 1965, bearing No. RB/VLBP/106 issued by the Collector, Thane under Section 51 of the Bombay Village Panchayat Act, 1958;
- (iv) Original Sale Deed dated 30 April 1965 made and entered into between Group Grampanchayat, Katai, through its Sarpanch, Mr. Sakaharam Ganpat Patil of the One Part and The Premier Automobiles Limited of the Other Part registered with the office of Sub-Registrar of Assurances, Kalyan under serial no: 1128/1965;
- (v) Photocopy of order dated 5 June 1971 passed by the Additional Collector, Thane under Section 42 Maharashtra Land Revenue Code, 1966;
- (vi) Photocopy of order dated 14 April 1972 bearing no RB/V/NAP/SR/471 passed by the Additional Collector, Thane under Section 44 of Maharashtra Land Revenue Code 1966;
- (vii) Photocopy of order bearing no. ULC/ULL/8(3)SR-850, dated 15 July 1978, passed by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8(4) of the Urban Land (ceiling and Regulation) Act, 1976;
- (viii) Photocopy of order dated 13 January 1994 bearing no. AOL-1091/(1073)/D-XV passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra under Section 20 (1) (a) of the Urban Land Ceiling Act, 1976;
- (ix) Photocopy of letter dated 15 September 1998 of Deputy Secretary Maharashtra State addressed to The Premier Automobiles Limited;
- (x) Photocopy of letter bearing No.1027A dated 30 December 2004 of Sub-Divisional Officer, Thane Division, Thane addressed to Tahsildar, Kalyan;
- (xi) Photocopy of Certificate of Incorporation (consequent on change of name) dated 28 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai;
- (xii) Photocopy of letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division, addressed to The Premier Automobiles Limited;

- (xiii) Photocopy of Indenture of Mortgage dated 17 December 2005, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 9204/2005 executed by Premier Limited in favour of SICOM Limited Housing Development and Finance Corporation Limited;
- (xiv) Photocopy of Indenture of Additional Security dated 19 December 2005, registered with the Sub-Registrar of Assurances, Kalyan-1 under Serial No. 7626/2005 executed by Premier Limited in favour of SICOM Limited;
- (xv) Photocopy of order dated 27 December 2005 passed by the Deputy Collector in the RTS/Appeal/Case No. 82A of 2005;
- (xvi) Photocopy of Indenture of Mortgage dated 4 May 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 3781/2006 executed by Premier Limited in favour of SICOM Limited;
- (xvii) Photocopy of Indenture of Additional Security dated 5 May 2006, registered with the Sub-Registrar of Assurances, Kalyan-4 under Serial No. 2155/2005 executed by Premier Limited in favour of SICOM Limited;
- (xviii) Photocopy of Joint Indenture of Mortgage dated 6 October 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 7864/2006 executed by Premier Limited in favour of SICOM Limited Housing Development and Finance Corporation Limited;
- (xix) Photocopy of Indenture of Additional Security dated 9 October, 2006 registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no.4794 of 2006 executed by Premier Limited in favour of SICOM Limited;
- (xx) Photocopy of Judgement and Order dated 16 October 2006 passed by the Sub-Divisional Officer, Thane Division in Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006;
- (xxi) Photocopy of certain papers in RTS Appeal/Case No. 5 of 2007 filed by Premier Limited before the Tahsildar;
- (xxii) Photocopy of order dated 3 September 2007 passed by the Tahsildar, Kalyan in RTS Appeal/Case No. 5 of 2007;
- (xxiii) Photocopy of Resolution bearing no. ULC-1007/C.N.222/ULCA-2 dated 23 November 2007 of Government of Maharashtra;

- (xxiv) Photocopy of certain papers in RTS Appeal No. 604 of 2008 filed by Premier Limited before the Sub-Divisional Officer, Thane Division Thane;
- (xxv) Photocopy of order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, in RTS Appeal No. 604 of 2008;
- (xxvi) Photocopy of RTS Appeal No. 80 of 2008 filed by Premier Limited before the Deputy. Collector (Appeals), Thane;
- (xxvii) Photocopy of Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxviii) Photocopy of Memorandum of Entry dated 20 January 2010 executed between Premier Limited and The Federal Bank Limited;
- (xxix) Photocopy of an unregistered Agreement dated 21 July 2010 executed between SICOM Limited and Premier Limited with regards to the sanction of Inter Corporate Deposit in the form of Short Term Loan;
- (xxx) Photocopy of Indenture of Mortgage dated 29 September 2010, registered with the Sub-Registrar of Assurances, Kalyan-2 on 1 December 2010, under Serial No. 11390/2010 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxxi) Photocopy of order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane in RTS Appeal No. 80 of 2008;
- (xxxii) Photocopy of Notification bearing No. S. O. 644(E) dated 22 March 2011 issued by the Ministry of Railways, Railway Board published in the Gazette of India, Extraordinary, Part-II Section 3, Sub-section (ii) dated 29 March 2011 passed under sub-section 1 of section 20A of the Railways Act 1989;
- (xxxiii) Photocopy of letter bearing No. BBYA/PL/HD dated 13 May 2011 addressed by The Federal Bank Limited to Premier Limited;
- (xxxiv) Photocopy of Indenture of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan-2 under serial no.6695/2011 executed by Premier Limited in favour of SICOM Limited;

- (xxxv) Photocopy of two letters both dated 11 October 2011 addressed by SICOM Limited to Premier Limited;
- (xxxvi) Photocopy of letter dated 12 October 2011 addressed by Housing Development and Finance Corporation Limited to Premier Limited;
- (xxxvii) Photocopy of Writ Petition No. 9701 of 2011 filed by Premier Limited before the Hon'ble High Court of Judicature at Bombay;
- (xxxviii) Photocopy of order dated 22 November 2011 passed by the Hon'ble High Court of Judicature at Bombay in the aforesaid Writ Petition;
- (xxxix) Search Report 19 December, 2011 issued by Mr. Navin Maheshwari, in respect of search conducted in the Registrar of Companies;
- (xl) Search Reports dated 1 January 2012 issued by Mr. Nitin Jagtap, in respect of the said Property;
- (xli) Photocopy of Order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division.

2. Brief History:

On perusal of the aforesaid documents and from the information furnished to us, we observed as follows:

- a. On or before 1965, Government of Maharashtra was owner of lands bearing (i) Survey No. 103 Hissa No. 2 admeasuring 11 Gunthas ("the said Land No.1"), (ii) Survey No. 107 Hissa No. 1 admeasuring 1 Acre 10 Gunthas ("the said Land No.2") and (iii) Survey No. 108 Hissa No. 3 admeasuring 6 Gunthas, situated at Village Usarghar, Taluka Kalyan, District Thane ("the said Land No.3"). ("the said Land No.1", "the said Land No.2" and "the said Land No.3" are hereinafter collectively referred to as "the said Lands").
- b. From Mutation Entry No. 274 dated 16 July 1952, it appears that vide Resolution bearing no. 5869/45/7 dated 17 May 1950 passed by the then Government of Bombay, the said Lands were declared as "fragmented land". Accordingly, the remark of "fragment" was recorded in the other rights column of the 7/12 extracts of the said Lands.

- c. The Mutation Entry No.598 is shown in 7/12 extract of the said Property No.2. However, on perusal of Form-VI of the Mutation Entry No.598, it appears that it is not in respect of the said Property No.2.
- d. From Mutation Entry No. 599 dated 9 March 1965, it appears that vide letter issued by the Sarpanch, Group Grampanchayat Katai and since the said Lands were in possession of the Grampanchayat, name of Grampanchayat, Katal ("said Grampanchayat") was recorded as owner in the record of rights of the said Lands as per the provisions of Section 51 of the Bombay Village Panchayat Act, 1958 ("said Act") and on terms and conditions under the Government Resolution bearing no. U.P.S./1860/4741-E dated 27 April 1962. Certain essential terms and conditions of the Government Resolution bearing no. U.P.S./1860/4741-E dated 27 April 1962 are reproduced hereinbelow:-
- (i) roads in the villages shall be preserved in the state in which they are;
 - (ii) lands shall not be sold, mortgaged or leased;
 - (iii) If any change is made without the permission of the Collector, then such lands shall revert to the Government of Maharashtra.

The 7/12 extract of the said Property No.1 erroneously does not reflect the Mutation Entry No. 599. We have not been provided with copy of Government Resolution bearing no. U.P.S./1860/4741-E dated 27 April 1962.

- e. Vide an order bearing no. RB/VLBP/106, dated 23 April 1965 passed by the Collector of Thane, under Section 51 of the said Act, permission was granted to the said Grampanchayat to sell the said Lands to The Premier Automobiles Limited ("PAL") and on the terms and conditions more particularly contained therein. As per the said order dated 23 April 1965, said Lands were to be used for industrial purpose only and cannot be sold, transferred, mortgaged, leased or encumbered in any manner whatsoever by PAL without the prior written permission of the Collector. On breach of the terms and conditions of the said order dated 23 April 1965, the order shall be liable to be cancelled.
- f. Pursuant to the said order dated 23 April 1965, the said Grampanchayat through its Sarpanch, Mr. Sakharam Ganpat Palil sold, transferred and conveyed the said Lands to PAL vide Sale Deed dated 20 April 1965 and on the terms and conditions contained therein. The said Sale Deed dated 20 April 1965 is registered with the Sub-Registrar of Assurances at Kalyan at under Serial No. 1128/1965. Accordingly, Mutation Entry No. 772, dated 4 February 1975 was recorded to that effect and name of PAL was mutated as owner in the record of rights of the said Lands.

- g. From Mutation Entry No. 439 dated 16 April 1971, it appears that the Maharashtra Weights and Measurements (Enforcement Act) 1958 and Indian Coinage Act, 1957 was implemented for the land bearing Survey Nos.1 to 137 of Village Usarghar. Pursuant thereto, the area of (i) the said Land No.1 was converted from 11 Gunthas to 11 Ares (i.e. the said Property No.1), (ii) the said Land.No.2 was converted from 1 Acre 10 Gunthas to 51 Ares (i.e. the said Property No.2) and (iii) the said Land No.3 was converted from 6 Gunthas to 6 Ares (i.e. the said Property No.3). The 7/12 extract of the said Property No.3 erroneously does not reflect this Mutation Entry No. 439.
- h. By an order bearing no. ULC/ULL/8(3)SR-850, dated 15 July 1978, passed by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8 (4) of Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"), it appears that the said Property was declared as surplus and was directed to be surrendered.
- i. By an order bearing no. AOL-1091/(1073)/D-XV, dated 13 January 1994, passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra, it appears that land admeasuring 8,67,470 sq. mtrs. situated at Villages Usarghar, Sandap, Belavade and Bhopar ("exempted land") was exempted under Section 20 of the ULC Act, for construction of test track, for testing of cars/trucks, etc. and for forestry, on the terms and conditions mentioned therein. Out of the said exempted land, a portion of land admeasuring 7,71,407 sq. mtrs. is to be used for test track and the balance land admeasuring 96,063 sq. mtrs. for forestry. As per the said order dated 13 January 1994, prior permission of the State Government is required to be obtained, if PAL transfers the said exempted land to any person or party by way of sale, lease, mortgage or otherwise. We are not aware of the survey numbers comprising of the said exempted land as we did not have access to the exemption application. For the purpose of this Certificate relating to Title, we have assumed that said Property is exempted under the aforesaid order dated 13 January 1994.
- j. From the letter dated 15 September 1998 addressed by Deputy Secretary, Maharashtra State to PAL, it appears that PAL was allowed to use exempted land for industrial purpose subject to payment of 15% of market value of the said exempted land as transfer fee to the Government of Maharashtra. We have been informed that the transfer fee has not been paid by PAL.
- k. From Mutation Entry No. 897 dated 3 March 2003, it appears that as per order of the Assistant Sales Tax Commissioner bearing no. J.S.V.O. (Funds) /A-10

/Recovery/Premier B-84 dated 29 June 2001 and Taluka order bearing no. T-10 K.V. 573 dated 16 July 2001, the said Property was attached for recovering a sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) by the Sales Tax department and a further restriction was imposed that no sale or purchase transaction relating to the said Property shall be entered into without the permission of the Commissioner of Sales Tax, Maharashtra. Accordingly, an attachment of the Sales Tax Department was recorded in the other rights column of the record of rights of the said Property. We have not been provided with copy of the orders dated 29 June 2001 and 16 July 2001.

- l. From Mutation Entry No. 902 dated 22 March 2004, it appears that as per order of the Tahsildar bearing no. T-1/K.V. 180 dated 22 March 2004, the attachment of the Sales Tax department for recovering the sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) was removed from the record of rights of the said Property. We have not been provided with copy of the order dated 22 March 2004 or the underlying order of the Sales Tax Department revoking the attachment.
- m. From Mutation Entry No. 903 dated 13 April 2004, it appears that as per order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and Taluka order bearing no. T-10/571 dated 13 April 2004, an attachment for recovering the outstanding Sales Tax of the sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred Ninety Five Only) was recorded in the other rights column of the record of rights of the said Property. We have not been provided with copy of the orders dated 6 April 2004 and 13 April 2004. The aforesaid attachment was subsequently removed as stated in paragraph (u) hereinbelow.
- n. Vide letter bearing no.1027A dated 30 December 2004 of the Sub-Divisional Officer, the Sub-Divisional Officer, directed Tahsildar, Kalyan, to record the tenure of the said Property as "Class-II occupancy" (i.e. new tenure). Vide letter dated 10 January 2005, Tahsildar issued directions to the Talathi to record the tenure of the said Property as "occupant class-II" (viz. new tenure) and accordingly vide Mutation Entry No.909 dated 12 January 2005, the change in tenure of the said Property was reflected in the respective 7/12 extracts of the said Property. The 7/12 extract of the said Property No.3 erroneously does not reflect this Mutation Entry No.909, but Form-VI of Mutation Entry No.909 reflects the Survey No.108 Hissa No.3 (i.e. the said Property No.3).

- o. From Certificate of Incorporation (consequent on change of name) dated 28 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai It appears that name of PAL was changed to Premier Limited. The effect of change of name is not recorded in the record of rights and therefore the 7/12 extracts of the said Property still reflect name of PAL as the owner of the said Property.
- p. By a letter dated 27 June 2005 of Sub-Divisional Officer, the Sub-Divisional Officer confirmed that the said Property is "Class-II occupancy".
- q. Premier Limited filed RTS/Appeal/Case No.82A of 2005 before the Deputy Collector (Appeals), Thane, challenging the directions contained in the aforementioned letter dated 27 June 2005 of the Sub-Divisional Officer. The Deputy Collector vide its order dated 27 December 2005 passed in these proceedings, dismissed the case on the ground that the letter dated 27 June 2005 of the Sub-Divisional Officer, Thane Division is not a quasi-judicial order under Section 247 of Maharashtra Land Revenue Code 1966 ("MLRC").
- r. By an Indenture of Mortgage dated 17 December 2005 executed by Premier Limited in favour of SICOM Limited ("SICOM") and Housing Development Finance Corporation Limited ("HDFC") read with Indenture of Additional Security dated 19 December 2005, executed by Premier Limited in favour of SICOM. Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and contained therein. The said Indenture of Mortgage dated 17 December 2005 is registered with the Sub-Registrar of Assurances, Haveli No. 5 under serial no. 9204/2005 and the Indenture of Additional Security dated 19 December 2005 is registered with the Sub-Registrar, of Assurances, Kalyan-1, under serial No. 7626/2005.
- s. By an Indenture of Mortgage dated 4 May 2006 executed by Premier Limited in favour of SICOM, read with Indenture of Additional Security dated 5 May 2006, executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 4 May 2006 is registered with the Sub-Registrar of Assurances, Haveli No. 5 under serial No. 3781/2006 and the Indenture of Additional Security dated 5 May 2006 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial No. 2155/2006.
- t. By a Joint Indenture of Mortgage dated 6 October 2006 executed by Premier Limited in favour of SICOM and HDFC, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and

- conditions contained therein. The said Joint Indenture of Mortgage dated 6 October 2006, is registered with the Sub-Registrar of Assurances, Haveli-5, under serial No. 7864/2006 and the said Indenture of Additional Security dated 9 October 2006 is registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no.4794 of 2006.
- u. From Mutation Entry No. 914 dated 28 November 2006, It appears that as per the order bearing no. RTS/T-10/1303 dated 28 November 2006, the attachment by the Government of Maharashtra, Sales Tax Commissioner (recorded vide an order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and Taluka order bearing no. T-10/571 dated 13 April 2004) for the sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred and Ninety Five Only) was removed. Accordingly, the attachment of Government of Maharashtra, Sales Tax Commissioner was removed from the other rights column of the record of rights of the said Property. We have not been provided with copy of the order dated 28 November 2006.
- v. PAL filed an Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006 before the Sub-Divisional Officer, Thane Division, challenging the Mutation Entry No. 909 dated 12 January 2005 (based on which tenure of the said Property is changed) in respect of the said Property. The Sub-Divisional Officer vide its common Judgement and Order dated 16 October 2006 read with Rectification Order dated 23 October 2006, partially allowed Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006, with a direction to Tahsildar to re-enquire/re-check the Mutation Entry No.909 and the matter was remanded back to Tahsildar. Accordingly, vide Mutation Entry No. 913 dated 1 November 2006, the remark of "Class II occupancy" was deleted from the record of rights of the said Property.
- w. By an order dated 3 September 2007, Tahsildar, Kalyan (i) confirmed the Mutation Entry No. 909 dated 12 January 2005 and (ii) upheld the directions contained in letter bearing no.1027A dated 30 December 2004. Accordingly, vide Mutation Entry No. 921 dated 17 October 2007, the remark of "Class-II occupancy" was once again recorded in the record of rights of the said Property.
- x. As per Resolution bearing no. ULC-1007/C.N.222/ULCA-2 dated 23 November 2007 of the Government of Maharashtra, It has been notified that permission for transfer of the land exempted under Section 20 of the ULC Act (i.e. which was earlier declared as vacant land in excess), falling in industrial Zone of Thane Urban Agglomeration, can be granted on payment of 100% of the market value of such

land as transfer fee, to the Government of Maharashtra. The said resolution further notifies that if such exempted land falling in industrial zone is to be utilized for residential purpose, then, such transfer fee should be equivalent to the valuation of such land as per prevailing ready reckoner rate.

- y. Being aggrieved by the order dated 3 September 2007 of Tahsildar, Kalyan, Premier Limited filed RTS Appeal No.604 of 2008 before the Sub-Divisional Officer, Thane Division, inter alia, challenging the order dated 3 September 2007 passed by Tahsildar, Kalyan. By an order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, the Sub-Divisional Officer, Thane Division dismissed RTS Appeal No.604 of 2008 and upheld the order dated 3 September 2007 passed by Tahsildar.
- z. Being aggrieved by the order dated 17 April 2008, Premier Limited preferred RTS Appeal No.80 of 2008 before Deputy Collector (Appeals), Thane, Inter alia, challenging the order dated 17 April, 2008 passed by the Sub-Divisional Officer, Thane Division.
- aa. By a Deed of Mortgage dated 20 May 2009 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of the loans availed by it from HDFC and on the terms and conditions more particularly mentioned therein. The said Deed of Mortgage is registered with the Sub-Registrar of Assurances under serial no.2549 of 2009.
- bb. A Letter of Credit facility of Rs.20,00,00,000/- (Rupees Twenty Crores Only) was availed by Premier Limited from The Federal Bank Limited for which a charge was created against the said Property and recorded in the Memorandum of Entry dated 20 January 2010.
- cc. By an unregistered Agreement dated 21 July 2010, SICOM had agreed to grant financial assistance by way of Inter Corporate Deposit in the nature of Revolving Short Term Loan for a tenure of six months for the sum of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) to Premier Limited on terms and conditions contained therein. We are not aware whether the financial assistance of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) was sanctioned and disbursed to Premier Limited.
- dd. By an Indenture of Mortgage dated 29 September 2010 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of loans availed by it from HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 29 September 2010, is

registered with the Sub-Registrar of Assurances, Kalyan-2, under serial no. 11390/2010.

- ee. The Deputy Collector (Appeals), Thane vide its order dated 15 February 2011 dismissed RTS Appeal No.80 of 2008 and upheld (i) order dated 3 September 2007 passed by Tahsildar, Kalyan and (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division subject to the clarification given in the judgment regarding occupancy class-I, class-II and unearned income.
- ff. By a Notification bearing no.S.O.644(E) dated 22 March 2011 issued by the Ministry of Railways and published in the Gazette of India, Extraordinary, Part-II, Section 3; sub-section (ii) dated 29 March 2011 (passed under sub-section 1 of section 20A of the Railways Act, 1989); a portion of the lands bearing (i) Survey No. 103 admeasuring 0.2146 Hectares, (ii) Survey No. 107 admeasuring 1.0016 Hectares and (iii) Survey No. 108 admeasuring 0.0249 Hectares are proposed to be acquired by the Government for the purpose of execution, maintenance, management and operation of Special Railway Projects namely Dedicated Freight Corridor Corporation of India Limited ("DFCC"). The notification invited objections, in respect thereof from the interested persons within 30 days of its publication in the Official Gazette (hereinafter referred to as the "said Railway Acquisition"). By a letter dated 3 August, 2011 read with letter dated 9 September 2011, Premier Limited raised/filed their objections for the said Railway Acquisition.
- gg. By a letter bearing no. BBYA/PL/HD dated 13 May, 2011 addressed by The Federal Bank Limited to Premier Limited, The Federal Bank Limited has confirmed releasing its charge/mortgage against the said Property.
- hh. By an Indenture of Mortgage dated 1 June, 2011 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 1 June, 2011, is registered with the Sub-Registrar of Assurance, Kalyan-2, under serial no. 6695/2011.
- ii. Premier Limited filed a Revision Application No. 206 of 2011 before the Hon'ble Additional Commissioner, Konkan Division, Mumbai under Section 257 of the MLRC, challenging the aforesaid (i) order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane, (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division and (iii) order dated 3 September 2007 passed by Tahsildar, Kalyan.

- jj. By an order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division, the Revision Application No.206 of 2011 of Premier Limited was dismissed and the order dated 3 September 2007 passed in RTS Case No.5 of 2007 by Tahsildar, Kalyan and the order dated 17 April 2008 passed in RTS Appeal No.604 of 2008 by the Sub-Divisional Officer were upheld. By the said order dated 17 February 2012, it was further held that unearned income on transfer of the said Property is required to be paid by PAL.
- kk. Premier Limited has filed Writ Petition No. 9701 of 2011 before the Hon'ble High Court of Judicature at Bombay, against the State of Maharashtra and Ors., challenging the applicability of ULC Act to the said Property, thereby seeking declaration that the ULC Act does not apply to the said Property and for other reliefs as prayed therein. The Hon'ble High Court by an order dated 22 November 2011 has admitted the said Petition and the same is pending.
- ll. Vide two letters both dated 11 October 2011 issued by SICOM, SICOM has confirmed that the principal outstanding as on 30 September 2011 is (i) Rs.50,00,00,000/- (Rupees Fifty Crores Only) against loan account no. R0299, (ii) Rs.2,00,00,000/- (Rupees Two Crores Only) against loan account no. F0584, (iii) Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) against loan account no. F0593 and (iv) Rs.50,00,000/- (Rupees Fifty Lakhs Only) against loan account no. F0601 thus aggregating to Rs.54,10,00,000/- (Rupees Fifty Four Crores Ten Lakhs Only). Similarly, vide a letter dated 12 October 2011 issued by HDFC, HDFC has confirmed that the total outstanding amount as on 30 September 2011 is Rs.25,00,00,000/- (Rupees Twenty Five Crores Only).
- mm. From Mutation Entry No.1054 dated 18 November 2011, it appears that vide order dated 3 October 2011 passed in case no. 201/3 by the Government read with order bearing no.ULC/ULN/201/Industrial/324 dated 7 October 2011 passed by the Deputy Collector, restriction imposed by the Government that the said Property cannot be transferred without prior permission of the Government as the land is exempted for industrial purpose and the same has been recorded in the record of rights of the said Property.
- nn. The said Property is an agricultural land and needs to be converted to non-agricultural.
- oo. To investigate title of Premier Limited to the said Property, public notices were published by us in newspapers "Hindustan Times" and "Navshakti" both dated 21

November 2001, Mumbai Edition, calling for objections, if any. In pursuance to the said public notices, we have not received any objection, till date.

pp. Mr. Navin Maheshwari, Advocate, has carried out search in records of Registrar of Companies and as per his Report dated 19 December 2011, charge of SICOM and HDFC in respect of the said Property is recorded.

qq. Nilin Jagtap, Advocate, has carried out search of the Index-II registers maintained with the Sub-Registrar Offices, Kalyan, with respect to the said Property and he has submitted his Search Reports dated 1 January 2012.

rr. The Issues mentioned above are required to be sorted out to make the said Property free, clear and marketable.

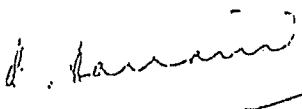
3. Subject to what is stated hereinabove, in our opinion, Premier Limited is the owner of the said Property and has free, clear and marketable title to the said Property.

4. General

- a. We have not visited the site on which the said Property is situated.
- b. We express no view about the zoning/user/reservations/FSI/or developability of said Property as the same is within the scope of an architect review.
- c. This Certificate relating to Title is limited to the matters pertaining to Indian Law (as on the date of this Certificate relating to Title) alone and we express no opinion on laws of any other jurisdiction.

Dated this 20th day of June, 2012

For M/s. Hariani & Co.


Partner

'Annexure 'B')

To,

Horizon Projects Private Limited,
Runwal & Omkar Esquare,
5th floor, Eastern Express Highway,
Opp. Sion-Chunabhatti Signal,
Sion (East), Mumbai - 400 022.

CERTIFICATE RELATING TO TITLE

Re: All that piece and parcel of land and ground bearing Survey No. 2 admeasuring 18.7 Ares, situated at Village Sandap, within the limits of Group Grampanchayat Katai, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property").

1. Title Documents:

For the purpose of this Certificate relating to Title, we have perused the following documents (originals and / or copies as stated below, and have relied upon the contents being true and correct):-

- (i) Certified copy of 7/12 extracts for the year:-
 - (a) 1963-1964, 1975-1976 and 1982 to 1994 issued on 16 December 2011;
 - (b) 1993 to 1998 and 1999 to 2010 issued on 7 January 2012;
- (ii) Photocopy of the 7/12 extract for the year 2010-2011 issued on 29 December, 2012
- (iii) Photocopy of Mutation Entries Nos. 86, 196, 203, 204, 207, 214, 215, 220, 263 and 287;
- (iv) Original permission dated 6-11 December 1963, bearing No. RB/IV/LBP/SR/2566 issued by the Collector, Thane;
- (v) Original order dated 5 June 1971 issued by the Additional Collector, Thane under Section 42 Maharashtra Land Revenue Code, 1966;
- (vi) Original Sanad dated 14 April 1972 bearing no. RB/IV/NAP/SR/4/71 issued by the Additional Collector, Thane under Section 44 of Maharashtra Land Revenue Code, 1966;
- (vii) Photocopy of order bearing no. ULC/JLL/8(3)SR-850, dated 15 July 1978 passed by the Competent Authority, Ulhasnagar Urban Agglomeration under section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976;

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- (viii) Photocopy of order dated 13 January 1994 bearing no. AOL-1091/(1073)/D-XV passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra under Section 20 (1) (a) of the Urban Land (Ceiling and Regulation) Act, 1976;
- (ix) Photocopy of letter dated 15 September 1998 of Deputy Secretary Maharashtra State addressed to The Premier Automobiles Limited;
- (x) Photocopy of letter bearing No.1027A dated 30 December 2004 of Sub-Divisional Officer, Thane Division; Thane addressed to Tahsildar, Kalyan;
- (xi) Photocopy of Certificate of Incorporation (consequent on change of name) dated 28 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai;
- (xii) Photocopy of letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division, addressed to The Premier Automobiles Limited;
- (xiii) Photocopy of Indenture of Mortgage dated 17 December 2005, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 9204/2005 executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited;
- (xiv) Photocopy of Indenture of Additional Security dated 19 December 2005, registered with the Sub-Registrar of Assurances, Kalyan-1 under Serial No. 7626/2005 executed by Premier Limited in favour of SICOM Limited;
- (xv) Photocopy of order dated 27 December 2005 passed by the Deputy Collector in the RTS/Appeal/Case No. 82A of 2005;
- (xvi) Photocopy of Indenture of Mortgage dated 4 May 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 3781/2006 executed by Premier Limited in favour of SICOM Limited;
- (xvii) Photocopy of Indenture of Additional Security dated 5 May 2006, registered with the Sub-Registrar of Assurances, Kalyan-4 under Serial No. 2155/2005 executed by Premier Limited in favour of SICOM Limited;
- (xviii) Photocopy of Joint Indenture of Mortgage dated 6 October 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 7864/2006

executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited;

- (xix) Photocopy of Indenture of Additional Security dated 9 October, 2006 registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no.4794 of 2006 executed by Premier Limited in favour of SICOM Limited;
- (xx) Photocopy of Judgement and Order dated 16 October 2006 passed by the Sub-Divisional Officer, Thane Division in Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006;
- (xxi) Photocopy of RTS Appeal/Case No. 5 of 2007 filed by Premier Limited before the Tahsildar;
- (xxii) Photocopy of Order dated 3 September 2007 passed by the Tahsildar, Kalyan in RTS Appeal/Case No. 5 of 2007;
- (xxiii) Photocopy of Resolution bearing no. ULC-1007/C.N:222/ULCA-2 dated 23 November 2007 of Government of Maharashtra;
- (xxiv) Photocopy of certain papers in RTS Appeal No. 604 of 2008 filed by Premier Limited before the Sub-Divisional Officer, Thane Division Thane;
- (xxv) Photocopy of order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, in RTS Appeal No. 604 of 2008;
- (xxvi) Photocopy of RTS Appeal No. 80 of 2008 filed by Premier Limited before the Deputy Collector (Appeals), Thane;
- (xxvii) Photocopy of Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxviii) Photocopy of Memorandum of Entry dated 20 January 2010 executed between Premier Limited and The Federal Bank Limited;
- (xxix) Photocopy of an unregistered Agreement dated 21 July 2010 executed between SICOM Limited and Premier Limited with regards to the sanction of Inter Corporate Deposit in the form of Short Term Loan;

- (xxx) Photocopy of Indenture of Mortgage dated 29 September 2010, registered with the Sub-Registrar of Assurances, Kalyan-2 on 1 December 2010, under Serial No. 11390/2010 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxxi) Photocopy of Order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane in RTS Appeal No. 80 of 2008;
- (xxxii) Photocopy of letter bearing No. BBYA/PL/HD dated 13 May 2011 addressed by The Federal Bank Limited to Premier Limited;
- (xxxiii) Photocopy of Indenture of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan-2 under serial no.6695/2011 executed by Premier Limited in favour of SICOM Limited;
- (xxxiv) Photocopy of certain paper in Revision Application No. 206 of 2011 filed by Premier Limited before the Hon'ble Additional Commissioner, Konkan Division, Mumbai;
- (xxxv) Photocopy of two letters both dated 11 October 2011 addressed by SICOM Limited to Premier Limited;
- (xxxvi) Photocopy of letter dated 12 October 2011 addressed by Housing Development and Finance Corporation Limited to Premier Limited;
- (xxxvii) Photocopy of Writ Petition No. 9701 of 2011 filed by Premier Limited before the Hon'ble High Court of Judicature at Bombay;
- (xxxviii) Photocopy of Order dated 22 November 2011 passed by the Hon'ble High Court in the aforesaid Writ Petition;
- (xxxix) Search Report dated 19 December, 2011 issued by Mr. Navin Maheshwari, in respect of search conducted in the Registrar of Companies;
- (xl) Search Report dated 20 December 2011 issued by Mr. Nilin Jagtap, in respect of the said Property;
- (xli) Photocopy of Order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division;

- (xlii) Photocopy of Deed of Reconveyance dated 5 June, 2012 registered with the Sub-Registrar of Assurances, Kalyan under serial no.4933 of 2012 executed by Housing Development and Finance Corporation Limited in favour of Premier Limited.
- (xliii) Photocopy of letter dated 8 November, 2012, addressed by Urban Development Department, Government of Maharashtra to the Deputy Collector and Competent Authority, Thane;
- (xliv) Photocopy of letter dated 12 November, 2012, addressed by the Deputy Collector and Competent Authority, Thane to the Premier Ltd.;
- (xlv) Photocopy of Revision Application filed by Premier Ltd. before the Hon'ble Minister for Revenue, State of Maharashtra on 10 September, 2012;
- (xlvi) Photocopy of Deed of Re-conveyance dated 21 December, 2012 registered with the Sub Registrar of Kalyan under serial no. 7238 of 2012 executed by SICOM Ltd. in favour of Premier Ltd.;
- (xlvii) Photocopy of order bearing no. ULC/S20(1)/E.I.P/O.No. 528 dated 28 December, 2012 passed by the Deputy Collector and Competent Authority;

2. Brief History:

- i. On perusal of the aforesaid documents and from the information furnished to us, we observe as follows:-
 - a. It appears that originally, Government of Maharashtra was owner of land bearing Survey No.2 situated at Village Sandap, within the limits of Group Grampanchayat-Katai, Taluka Kalyan, District Thane ("said Land").
 - b. From the 7/12 extract for the year 1963-1964 and 1975-1976 dated 16 December 2011, it appears that the said Land was declared as a "fragmented land". Accordingly, the remark of "fragment" was recorded in the other rights column of the 7/12 extract of the said Land. We have not been furnished with a copy of Mutation Entry No.30 and for this Certificate relating to Title, we are assuming that the remark of "fragment" was entered pursuant to Mutation Entry No. 30.

- c. Vide an order bearing no. RB/V/LBP/SR/2566, dated 6/11 December 1963 passed by the Collector of Thane, the said Land was granted to The Premier Automobiles Limited ("PAL") on the payment of the occupancy price and on the other terms and conditions more particularly mentioned therein. As per the said order dated 6/11 December 1963, the said Land was to be used for industrial purpose only and could not to be sold, transferred, mortgaged, leased or encumbered in any manner whatsoever and howsoever by PAL without previous written permission of the Collector. As per the said order dated 6/11 December 1963, in the event PAL transferred the said Land, the State Government was entitled to 90% unearned income. On breach of the terms and conditions mentioned therein, the said order dated 6/11 December 1963 was liable to be cancelled.
- d. Pursuant to the said order dated 6/11 December 1963, Mutation Entry No.86 dated 21 February 1964 was recorded and name of PAL was mutated as owner in the record of rights of the said Land vide Taluqa order bearing no. LND/W/S/505 dated 17 February 1964. However, we have not been furnished with a copy of order dated 17 February 1964.
- e. By an order bearing no. RB/IV/NAP/SR/4/71 dated 5 June 1971 read with order dated 14 April 1972 both passed by the Collector, Thane under Section 42 read with Section 44 of Maharashtra Land Revenue Code 1966 ("MLRC"), the said Land has been converted from agricultural land to non-agricultural, Industrial use and on the terms and conditions contained therein. Certain essential terms and conditions are reproduced hereinbelow:-
- (i) land can be used only for the purpose for which it is granted and not for any other purpose;
 - (ii) It is required to obtain prior permission from the Collector for commencing any further construction on land;
 - (iii) the occupant was required to begin NA use of the land within one year;
 - (iv) the occupant was prohibited to change the usage of the land.
- f. From the 7/12 extract for the year 1982-1994, it appears that the Maharashtra Weights and Measurements (Enforcement Act) 1958 and Indian Coinage Act, 1957 was implemented for the said Land. Pursuant thereto, the area of the said Land was converted from 18.8 Gunthas to 18.7 Ares (i.e. the said Property). For the purpose of this Certificate relating to Title, we have assumed that the area of the said Land was converted from Acres to Hectares on the basis that the 7/12

extract for the year 1982-1994 reflects an area in Hectares. However, there is no Mutation Entry recorded to that effect on the 7/12 extract of the said Property.

- g. By order bearing no. ULC/ULL/8(3)SR-850, dated 15 July 1978 passed by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8 (4) of Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"), it appears that the said Property was declared as surplus and was directed to be surrendered.
- h. By order bearing no. AOL-1091/(1073)/D-XV, dated 13 January 1994 passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra, it appears that land admeasuring 8,67,470 sq. mtrs. situated at Villages Usarghar, Sandap, Belavade and Bhopar ("exempted land") owned by PAL was exempted under Section 20 of the ULC Act, for construction of test track, for testing of cars/trucks, etc and for forestry, on the terms and conditions mentioned therein. Out of the said exempted land, a portion of land admeasuring 7,71,407 sq. mtrs. was to be used for test track and balance land admeasuring 96,063 sq. mtrs. for forestry. As per the said order dated 13 January 1994, prior permission of the State Government is required to be obtained, if PAL transfers the said exempted land to any person or party by way of sale, lease, mortgage or otherwise. We are not aware of the survey numbers comprising of the said exempted land as we did not have access to the exemption application. However, for the purpose of this Certificate relating to Title, we have assumed that the said Property is exempted under the aforesaid order dated 13 January 1994.
- i. From the letter dated 15 September 1998 addressed by Deputy Secretary, Maharashtra State to PAL, it appears that PAL was allowed to use the exempted land for industrial purpose subject to payment of 15% of market value of the said exempted land as transfer fee to the Government of Maharashtra. We have been informed that the transfer fee has not been paid by PAL.
- j. From Mutation Entry No. 196 dated 3 March 2003, it appears that as per order of the Assistant Sales Tax Commissioner bearing no. J.S.V.O. (Funds) JA-10 /Recovery/Premier B-84 dated 29 June 2001 and Taluka order bearing no. T-10 K.V. 573 dated 16 July 2001, the said Property was attached for recovering a sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) by the Sales Tax Department and a further restriction was imposed that no sale or purchase transaction relating to the said Property shall be entered into without the permission of the Commissioner of

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Sales Tax, Maharashtra. Accordingly, an attachment of the Sales Tax Department was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 29 June 2001 and 16 July 2001.

- k. From Mutation Entry No. 203 dated 22 March 2004, it appears that vide an order of the Tahsildar bearing no. T-1/K.V. 184 dated 22 March 2004, the attachment of the Sales Tax Department for recovering the sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) was removed from the record of rights of the said Property. We have not been provided with the copy of the order dated 22 March 2004 or the underlying order of Sales Tax Department revoking the attachment.
- l. From Mutation Entry No. 204 dated 13 April 2004, it appears that as per the order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and Taluka order bearing no. T-10/571 dated 13 April 2004, an attachment for recovering the outstanding Sales Tax of a sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred Ninety Five Only) was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 6 April 2004 and 13 April 2004. The aforesaid attachment was subsequently removed as stated in paragraph (q) hereinbelow.
- m. From Certificate of Incorporation (consequent on change of name) dated 28 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai, it appears that name of PAL was changed to Premier Limited. The effect of change of name is not recorded in the record of rights and therefore the 7/12 extract of the said Property still reflects name of PAL as the owner of the said Property.
- n. By an Indenture of Mortgage dated 17 December 2005 executed by Premier Limited in favour of SICOM Limited ("SICOM") and Housing Development Finance Corporation Limited ("HDFC") read with Indenture of Additional Security dated 19 December 2005 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 17 December 2005, is registered with the Sub-Registrar of Assurances, Haveli No. 5 under serial no. 9204/2005 and the Indenture of Additional Security dated 19 December 2005 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial no. 7826/2005.

- o. By an Indenture of Mortgage dated 4 May 2006 executed by Premier Limited in favour of SICOM read with Indenture of Additional Security dated 5 May 2006, executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 4 May 2006 is registered with the Sub-Registrar of Assurances, Haveli No. 5 under serial no. 3781/2006 and the Indenture of Additional Security dated 5 May 2006 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial no. 2155/2006.
- p. By an Joint Indenture of Mortgage dated 6 October 2006 executed by Premier Limited in favour of SICOM and HDFC read with Indenture of Additional Security dated 9 October, 2006 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Joint Indenture of Mortgage dated 6 October 2006, is registered with the Sub-Registrar of Assurances, Haveli-5, under serial no. 7864/2006 and the said Indenture of Additional Security dated 9 October 2006 is registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no.4794 of 2006.
- q. From Mutation Entry No. 215 dated 28 November 2006, it appears that as per order bearing no. RTS/T-10/1303 dated 28 November 2006, the attachment by the Government of Maharashtra, Sales Tax Commissioner (recorded vide an order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and as per the Taluka Order bearing no. T-10/571 dated 13 April 2004) for the sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred and Ninety Five Only) was removed. Accordingly, the attachment of Government of Maharashtra, Sales Tax Commissioner was removed from the other rights column of the record of rights of the said Property. We have not been provided with the copy of the order dated 28 November 2006.
- r. As per Resolution bearing no. ULC-1007/C.N.222/ULCA-2 dated 23 November 2007 of Government of Maharashtra, it has been notified that permission for transfer of the land exempted under Section 20 of the ULC Act (i.e. which were earlier declared as vacant land in excess), falling in industrial Zone of Thane Urban Agglomeration, can be granted on payment of 100% of the market value of such land as transfer fee, to the Government of Maharashtra. The said

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resolution further notifies that if such exempted land falling in industrial zone is to be utilized for residential purpose, then, such transfer fee should be equivalent to the valuation of such land as per prevailing ready reckoner rate.

- s. By a Deed of Mortgage dated 20 May 2009 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of the loans availed by it from HDFC and on the terms and conditions more particularly mentioned therein. The said Deed of Mortgage is registered with the Sub-Registrar of Assurances under serial no.2549 of 2009.
- t. A Letter of Credit facility of Rs.20,00,00,000/- (Rupees Twenty Crores Only) was availed by Premier Limited from The Federal Bank Limited for which the charge was created against the said Property recorded in the Memorandum of Entry dated 20 January 2010.
- u. By an unregistered Agreement dated 21 July 2010, SICOM agreed to grant financial assistance by way of Inter Corporate Deposit in the nature of Revolving Short Term Loan for tenure of six months for the sum of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) to Premier Limited on terms and conditions contained therein. We are not aware whether the financial assistance of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) was sanctioned and disbursed to Premier Limited.
- v. By an Indenture of Mortgage dated 29 September 2010 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of loans availed by it from HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 29 September 2010 is registered with the Sub-Registrar of Assurances, Kalyan-2, under serial no. 11390/2010.
- w. By a letter bearing no. BBYA/PL/HD dated 13 May, 2011 addressed by The Federal Bank Limited to Premier Limited, The Federal Bank Limited has confirmed releasing its charge/mortgage against the said Property.
- x. By an Indenture of Mortgage dated 1 June, 2011 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 1 June, 2011 is registered with the Sub-Registrar Kalyan-2, under serial no. 6695/2011.

- y. Premier Limited has filed Writ Petition No. 9701 of 2011 before the Hon'ble High Court of Judicature at Bombay, against The State of Maharashtra and Others, challenging the applicability of ULC Act to the said Property, thereby seeking declaration that the ULC Act does not apply to the said Property and for other reliefs as prayed therein. The Hon'ble High Court by an order dated 22 November 2011 has admitted the said Petition and the same is pending.
- z. Vide two letters both dated 11 October 2011 issued by SICOM, SICOM has confirmed that the principal outstanding as on 30 September 2011 is (i) Rs.50,00,00,000/- (Rupees Fifty Crores Only) against loan account no. R0299, (ii) Rs. 2,00,00,000/- (Rupees Two Crores Only) against loan account no. F0584, (iii) Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) against loan account no. F0593 and (iv) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) against loan account no. F0601 thus aggregating to Rs.54,10,00,000/- (Rupees Fifty Four Crores Ten Lakhs Only). Similarly, vide a letter dated 12 October 2011 issued by HDFC, HDFC has confirmed that the total outstanding loan balance as on 30 September 2011 is Rs.25,00,00,000/- (Rupees Twenty Five Crores Only).
- aa. From the 7/12 extract for the year 1993 to 1998, 2000 to 2010 issued on 7 January 2012, it appears that restriction is imposed by the Government that the said Property cannot be transferred without prior permission of the Government as the land is exempted for industrial purpose and the same has been recorded in the record of rights of the said Property. For the purpose of this Certificate relating to Title, we have assumed that the aforesaid seems to have been recorded vide Mutation Entry No. 263. We have not been provided with copy of Mutation Entry No.263.
- bb. By a Deed of Reconveyance dated 5 June, 2012, registered with the Sub-Registrar of Assurances under serial no.4933 of 2012, the charge of HDFC was released from the said Property, which was created pursuant to Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009.
- cc. It appears from Mutation Entry No. 263 dated 18 November, 2011 that pursuant to order bearing no. ULC/BLN/No.-20/Industries-324 dated 7 October, 2012 passed by the Deputy Collector and Competent Authority, a remark "*Exemption for industrial purpose and without prior permission transfer is restricted*" was recorded in other right column of revenue records of the said Property.

- dd. By a letter dated 8 November, 2012, the Urban Development Department, Government of Maharashtra directed the Deputy Collector and Competent Authority, Thane, to calculate the transfer fee payable inter-alia in respect of the said Property as per the ready reckoner value of the year 2012 and upon receipt of such payment to take necessary action for deleting/removing remarks of "*Exemption for Industrial purpose and without prior permission transfer is restricted*" as appearing on the Record of Rights of the said Property.
- ee. Pursuant to direction under aforementioned letter dated 8 November, 2012, vide a letter dated 12 November, 2012, the Deputy Collector and Competent Authority, Thane informed PAL about the transfer fee payable inter-alia in respect of the said Property and recorded that upon receipt of payment, necessary action shall be initiated to delete remark of "*Exemption for Industrial purpose and without prior permission transfer is restricted*" as appearing on the Record of Rights of the said Property.
- ff. By a Deed of Reconveyance dated 21 December, 2012, registered with the Sub-Registrar of Assurances, Kalyan under serial no.7238 of 2012, the charge of SICOM was released from the said Property, which was created pursuant to Deed of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan under serial no.6695 of 2009.
- gg. From order bearing no. ULC/S20(1)/E.I.P./O. No. 528 dated 28 December, 2012 it appears that Premier Ltd. has inter-alia made the payment of necessary transfer fees in respect of the said Property and consequentially the Deputy Collector and Competent Authority, Thane, has ordered that the remark "*Exemption for industrial purpose and without prior permission transfer is restricted*" should be deleted from the revenue records of the said Property.
- hh. It appears from Mutation Entry No. 287 dated 29 December, 2012 that pursuant to order bearing no. ULC/S20(1)/E.I.P./O.No. 528 dated 28 December, 2012 passed by the Deputy Collector and Competent Authority, the remark "*Exemption for industrial purpose and without prior permission transfer is restricted*" has been deleted from the revenue records of the said Property.

II. Revenue proceedings:

- a. Vide letter bearing no.1027A dated 30 December 2004, the Sub-Divisional Officer, directed Tahsildar to record the tenure of the said Property as "Class-II occupancy" (i.e. new tenure). Vide letter dated 10 January 2005, Tahsildar

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issued directions to Talathi to record the tenure of the said Property as "occupant class-II" (viz. new tenure) and accordingly, vide Mutation Entry No. 207 dated 12 January 2005, the change in tenure of the said Property was reflected in the 7/12 extract of the said Property. We have not been furnished with a letter dated 10 January 2005.

- b. By a letter dated 27 June 2005 of Sub-Divisional Officer, the Sub-Divisional Officer confirmed that the said Property is "class-II occupancy" land.
- c. Premier Limited filed RTS/Appeal/Case no.82A of 2005 before Deputy Collector (Appeals), Thane, challenging the directions contained in the aforementioned letter dated 27 June 2005 of Sub-Divisional Officer. The Deputy Collector vide its order dated 27 December 2005 passed in these proceedings dismissed the case on the ground that the letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division is not an order under Section 247 of MLRC.
- d. PAL filed an Appeal nos.TD/2/Land/NAP/SR/307 to 313 of 2006 before the Sub-Divisional Officer, Thane Division, challenging Mutation Entry No. 207 dated 12 January 2005 (based on which tenure of the said Property is changed) in respect of the said Property. The Sub-Divisional Officer, Thane Division under its common Judgement and Order dated 16 October 2006 *read with* Rectification Order dated 23 October 2006, partially allowed the Appeal with a direction to Tahsildar to re-enquire/re-check the Mutation Entry No.207. As such, the matter was remanded to Tahsildar. Accordingly, vide Mutation Entry No. 214 dated 1 November 2006, the remark of "Class II" was deleted from the record of rights of the said Property. We have not been furnished with Rectification Order dated 23 October 2006.
- e. By an order dated 3 September 2007 passed in RTS Case No.5 of 2007, the Tahsildar, Kalyan (i) confirmed the Mutation Entry No. 207 dated 12 January 2005 and (ii) upheld the directions contained in letter bearing no.1027A dated 30 December 2004. Accordingly, vide Mutation Entry No.220 dated 17 October 2007, the remark of "Class II" was once again recorded in the record of rights of the said Property.
- f. Being aggrieved by order dated 3 September 2007, Premier Limited filed an Appeal being RTS Appeal No.604 of 2008 before the Sub-Divisional Officer, Thane Division, *inter alia*, challenging the order dated 3 September 2007 passed by Tahsildar. By an order dated 17 April 2008, the Sub-Divisional Officer, Thane

Division dismissed RTS Appeal No.604 of 2008 and upheld the order dated 3 September 2007 passed by Tahsildar.

- g. Being aggrieved by order dated 17 April, 2008, Premier Limited preferred a RTS Appeal No.80 of 2008 before Deputy Collector (Appeals), Thane, *inter alia*, challenging the said order dated 17 April, 2008 passed by the Sub-Divisional Officer, Thane Division.
- h. The Deputy Collector (Appeals), Thane vide its order dated 15 February 2011, dismissed the aforesaid RTS Appeal No.80 of 2008 and upheld (i) order dated 3 September 2007 passed by Tahsildar and (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, subject to the clarification given in the judgment regarding occupancy class-I, class-II and unearned income.
- i. Premier Limited filed a Revision Application No. 206 of 2011 before the Hon'ble Additional Commissioner, Konkan Division, Mumbai under Section 257 of the MLRC, challenging (i) order dated 15 February 2011 passed by the Dy. Collector (Appeals), Thane, (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, Thane and (iii) order dated 3 September 2007 passed by Tahsildar.
- j. By an order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division, the Revision Application No.206 of 2011 of Premier Limited was dismissed and (i) order dated 3 September 2007 and (ii) order dated 17 April 2008 were upheld. The said order dated 17 February 2012 held that unearned income on transfer of the said Property is required to be paid by PAL.
- k. We have been informed by Premier that being aggrieved by the aforesaid order dated 17 February 2012 of the Ld. Additional Commissioner, Konkan Division, Premier Ltd. has filed a Revision Application on 10 September, 2012 before the Hon'ble Minister for Revenue, State of Maharashtra and the same is pending.

III. Searches and Public Notice:

- a. To Investigate title of Premier Limited to the said Property, public notices were published by us in newspapers Hindustan Times and Navshakti both dated 21 November 2011, Mumbai Edition, calling for objections, if any. In pursuance to the said public notices, we have not received any objection, till date.

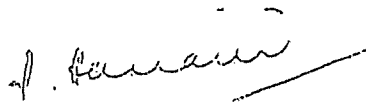
- b. Mr. Navin Maheshwari, Advocate, has carried out search in records of Registrar of Companies and as per his Report dated 19 December 2011, charge of SICOM and HDFC is recorded in respect of the said Property.
 - c. Mr. Nilin Jagtap, Advocate, has carried out search of the Index-II registers maintained with the Sub-Registrar Offices, Kalyan, with respect to the said Property and he has submitted his Search Report dated 20 December 2011.
 - d. The issues mentioned above are required to be sorted out to make said Property free, clear and marketable.
- IV. Subject to what is stated hereinabove, in our opinion, Premier Limited is the owner of the said Property and has free, clear and marketable title to the said Property.

3. General

- a. We have not visited the site on which the said Property is situated.
- b. We express no view about the zoning/user/reservations/FSI/or developability of said Property as the same is within the scope of an architect review.
- c. This Certificate relating to Title is limited to the matters pertaining to Indian Law (as on the date of this Certificate relating to Title) alone and we express no opinion on laws of any other jurisdiction.

Dated this 5th day of January, 2013

For M/s. Hariani & Co.


Partner

To,

Annexure 'B-1'

Horizon Projects Private Limited,
Runwal & Omkar Esquare,
5th floor, Eastern Express Highway,
Opp. Sion-Chunabhatti Signal,
Sion (East), Mumbai - 400 022.

CERTIFICATE RELATING TO TITLE

Re: All that piece and parcel of land and ground bearing Survey No. 21 Hissa No. 1 admeasuring 6 Hectares 6 Ares situated at Village Sandap, within the limits of Group Grampanchayat Katai, Taluka Kalyan, District Thane (hereinafter referred to as "the said Property").

1. Title Documents:

For the purpose of this certificate, we have perused the following documents (originals and / or copies as stated below, and have relied upon the contents being true and correct):-

- (i) Certified copy of 7/12 extracts for the year:-
 - (a) 1963 to 1968, 1975-1976 issued on 16 December 2011 pertaining to Survey No.21;
 - (b) 1982 to 1994 Issued on 16 December 2011 pertaining to Survey No.21;
 - (c) 1994 to 1998, 1999 to 2010 issued on 7 January 2012 pertaining to the said Property;
- (ii) Photocopy of the 7/12 extract for the year 2010-2011 issued on 29 December, 2012 pertaining to the said Property;
- (iii) Photocopy of Mutation Entry Nos. 73, 82, 196, 179, 200, 203, 204, 205, 207, 214, 215, 220, 263 and 287;
- (iv) Original permission dated 9 March 1962, bearing No. RBV/LBP.PSR/2404 issued by the Collector, Thane (Incomplete and illegible);
- (v) Certified copy of Sale Deed dated 27 March 1962 made and entered into between Group Grampanchayat, Katai through its Sarpanch, Mr. Sakaharam Ganpat Paili of the One Part and The Premier Automobiles Limited of the Other Part, registered with the office of Sub-Registrar of Assurances, Kalyan under Serial No.355/1962;

- (vi) Original order dated 5 June 1971 issued by the Additional Collector, Thane under Section 42 Maharashtra Land Revenue Code, 1966;
- (vii) Original order dated 14 April 1972 bearing no. RB/IV/NAP/SR/4/71 Issued by the Additional Collector, Thane under Section 44 of Maharashtra Land Revenue Code, 1966;
- (viii) Photocopy of order bearing no. ULC/ULL/8(3)SR-850, dated 15 July 1978 passed by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976;
- (ix) Original Agreement dated 19 September 1984 made and entered into between The Premier Automobiles Limited of the One Part and the Executive Engineer, Maharashtra Water Supply and Sewerage Project of the Other Part;
- (x) Photocopy of order dated 13 January 1994 bearing no. AOL-1091/(1073)/D-XV passed by Under Secretary, Housing and Special Assistance Department, Government of Maharashtra under Section 20 (1) (a) of the Urban Land (Ceiling and Regulation) Act, 1976 ;
- (xi) Photocopy of Deed of Conveyance dated 27 May 1996 made and entered into between The Premier Automobiles Limited of the One Part and PAL Peugeot Limited of the Other Part;
- (xii) Photocopy of Index-II dated 30 September 1996 in respect of Deed of Conveyance dated 27 May 1996;
- (xiii) Photocopy of letter dated 15 September 1998 of Deputy Secretary, Maharashtra State addressed to The Premier Automobiles Limited;
- (xiv) Photocopy of letter bearing No.1027A dated 30 December 2004 of Sub-Divisional Officer, Thane Division, Thane addressed to Tahsildar, Kalyan;
- (xv) Photocopy of Certificate of Incorporation (consequent on change of name) dated 28 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai;
- (xvi) Photocopy of letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division, addressed to The Premier Automobiles Limited;
- (xvii) Photocopy of Indenture of Mortgage dated 17 December 2005, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 9204/2005

- executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited;
- (xviii) Photocopy of Indenture of Additional Security dated 19 December 2005, registered with the Sub-Registrar of Assurances, Kalyan-1 under Serial No. 7626/2005 executed by Premier Limited in favour of SICOM Limited;
- (xix) Photocopy of order dated 27 December 2005 passed by the Deputy Collector in the RTS/Appeal/Case No. 82A of 2005;
- (xx) Photocopy of Indenture of Mortgage dated 4 May 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 3781/2006 executed by Premier Limited in favour of SICOM Limited;
- (xxi) Photocopy of Indenture of Additional Security dated 5 May 2006, registered with the Sub-Registrar of Assurances, Kalyan-4 under Serial No. 2155/2005 executed by Premier Limited in favour of SICOM Limited;
- (xxii) Photocopy of Joint Indenture of Mortgage dated 6 October 2006, registered with the Sub-Registrar of Assurances, Haveli No. 5, under Serial No. 7864/2006 executed by Premier Limited in favour of SICOM Limited and Housing Development and Finance Corporation Limited;
- (xxiii) Photocopy of Indenture of Additional Security dated 9 October, 2006 registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no.4794 of 2006 executed by Premier Limited in favour of SICOM Limited;
- (xxiv) Photocopy of common Judgement and Order dated 16 October 2006 passed by the Sub-Divisional Officer, Thane Division in Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006;
- (xxv) Photocopy of RTS Appeal/Case No. 5 of 2007 filed by Premier Limited before the Tahsildar;
- (xxvi) Photocopy of order dated 3 September 2007 passed by the Tahsildar, Kalyan in RTS Appeal/Case No. 5 of 2007;
- (xxvii) Photocopy of Resolution bearing no. ULC-1007/C.N.222/ULCA-2 dated 23 November 2007 of Government of Maharashtra;

- (xxviii) Photocopy of RTS Appeal No. 604 of 2008 filed by Premier Limited before the Sub-Divisional Officer, Thane Division Thane;
- (xxix) Photocopy of order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, in RTS Appeal No. 604 of 2008;
- (xxx) Photocopy of RTS Appeal No. 80 of 2008 filed by Premier Limited before the Deputy Collector (Appeals), Thane;
- (xxxi) Photocopy of Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxxii) Photocopy of Memorandum of Entry dated 20 January 2010 executed between Premier Limited and The Federal Bank Limited;
- (xxxiii) Photocopy of an unregistered Agreement dated 21 July 2010 executed between SICOM Limited and Premier Limited with regards to the sanction of Inter Corporate Deposit in the form of Short Term Loan;
- (xxxiv) Photocopy of Indenture of Mortgage dated 29 September 2010, registered with the Sub-Registrar of Assurances, Kalyan-2 on 1 December 2010, under Serial under Serial no. 11390/2010 executed by Premier Limited in favour of Housing Development and Finance Corporation Limited;
- (xxxv) Photocopy of Order dated 15 February 2011 passed by the Deputy Collector (Appeals), Thane in RTS Appeal No. 80 of 2008;
- (xxxvi) Photocopy of letter bearing No. BBYA/PL/HD dated 13 May 2011 addressed by The Federal Bank Limited to Premier Limited;
- (xxxvii) Photocopy of Indenture of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan-2 under serial no.6695/2011 executed by Premier Limited in favour of SICOM Limited;
- (xxxviii) Photocopy of Revision Application No. 206 of 2011 filed by Premier Limited before the Hon'ble Additional Commissioner, Konkan Division, Mumbai;
- (xxxix) Photocopy of two letters both dated 11 October 2011 addressed by SICOM Limited to Premier Limited;

- (xi) Photocopy of letter dated 12 October 2011 addressed by Housing Development and Finance Corporation Limited to Premier Limited;
- (xli) Photocopy of Writ Petition No. 9701 of 2011 filed by Premier Limited before the Hon'ble High Court of Judicature at Bombay;
- (xlii) Photocopy of order dated 22 November 2011 passed by the Hon'ble High Court in Writ Petition No.9701 of 2011;
- (xliii) Search Report dated 19 December 2011 Issued by Mr. Navin Maheshwari, in respect of search conducted in the Registrar of Companies;
- (xliv) Search Report dated 20 December, 2011 issued by Mr. Nilin Jagtap, in respect of the said Property;
- (xlv) Photocopy of Order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division;
- (xlvi) Photocopy of Deed of Reconveyance dated 5 June, 2012 registered with the Sub-Registrar of Assurances, Kalyan under serial no.4933 of 2012 executed by Housing Development and Finance Corporation Limited in favour of Premier Limited;
- (xlvii) Photocopy of letter dated 8 November, 2012, addressed by Urban Development Department, Government of Maharashtra to the Deputy Collector and Competent Authority, Thane;
- (xlviii) Photocopy of letter dated 12 November, 2012, addressed by the Deputy Collector and Competent Authority, Thane to the Premier Ltd.;
- (xlix) Photocopy of Revision Application filed by Premier Ltd. before the Hon'ble Minister for Revenue, State of Maharashtra on 10 September, 2012;
- (I) Photocopy of Deed of Re-conveyance dated 21 December, 2012 registered with the Sub Registrar of Kalyan under serial no. 7238 of 2012 executed by SICOM Ltd. in favour of Premier Ltd.;
- (II) Photocopy of order bearing no. ULC/S20(1)/E.I.P/O.No. 528 dated 28 December, 2012 passed by the Deputy Collector and Competent Authority;

2. **Brief History:**

1. On perusal of the aforesaid documents and from the information furnished to us, we observe as follows:-

a. It appears that originally, Government of Maharashtra was owner of land bearing Survey No.21 admeasuring 17 Acres 4 Gunthas situated at Village Sandap within the limits of Group Grampanchayat Katali, Taluka Kalyan, District Thane ("said Land").

b. From Mutation Entry No. 73 dated 4 March 1962, it appears that vide Taluka order bearing no.LNDSR-352 dated 12 February 1962 passed under Section 51 of the Bombay Village Panchayat Act, 1958 ("said Act"), name of Group Grampanchayat, Katali ("said Grampanchayat") was recorded as owner in the record of rights of the said Land on the terms and conditions contained in the order dated 12 February 1962. Certain essential terms and conditions (as mentioned in Mutation Entry No.73) are as follow :-

- (i) there shall not be any restriction on the farmers to use the land for grazing of cattle;
- (ii) the said Grampanchayat shall preserve the said Land in good condition;
- (iii) the land cannot be leased, sold, transferred, mortgaged or otherwise without prior written permission of the Collector;
- (iv) the land shall be used only for the purpose for which it is granted.

We have not been furnished with a copy of order bearing no.LNDSR-352 dated 12 February 1962.

c. Vide an order bearing no. RBL/BPSR/2404, dated 9 March 1962 passed by Collector of Thane, under Section 55 of the said Act, permission was granted to said Grampanchayat to sell and transfer the said Land to The Premier Automobiles Limited ("PAL") and on the terms and conditions contained therein. As per the said order dated 9 March 1962, the said Land was to be used for industrial purpose only and could not be sold, transferred, mortgaged, leased or encumbered in any manner whatsoever by PAL without prior written permission of the Collector. On breach of the terms and conditions of the said order dated 9 March 1962, the order was liable to be cancelled. The said order dated 9 March 1962 reflects area of the said Land as 17 Acres instead and in place of 17 Acres 4 Gunthas. We have not been furnished with complete and legible copy of the order dated 9 March 1962.

- d. Pursuant to the said order dated 9 March 1962, the said Grampanchayat through its Sarpanch, Mr. Sakharam Ganpat Patil sold, transferred and conveyed the said Land to PAL vide a Sale Deed dated 27 March 1962 and on the terms and conditions contained therein. The said Sale Deed dated 27 March 1962 is registered with the Sub-Registrar of Assurances, Kalyan under serial no. 355/1962. Accordingly, Mutation Entry No. 82 dated 21 December 1962 was recorded and name of PAL was mutated as owner in the record of rights of the said Land. On perusal of the said Sale Deed dated 27 March 1962, it appears that the said Land is "gurcharan" (grazing land).
- e. From the 7/12 extract for the year 1982-1994, it appears that the Maharashtra Weights and Measurements (Enforcement Act) 1958 and Indian Coinage Act, 1957 was implemented for the said Land. Pursuant thereto, the area of the said Land was converted from 17 Acres 4 Gunthas to 6 Hectares 92.1 Ares. For the purpose of this Certificate relating to Title, we have assumed that the area of the said Land was converted from Acres to Hectares on the basis that the 7/12 extract for the year 1982-1994 reflects an area in Hectares. However, there is no Mutation Entry recorded to that effect on the 7/12 extract of the said Property.
- f. By an order bearing no. RB/IV/NAP/SR/4/71 dated 5 June 1971 read with order dated 14 April 1972 both passed by the Collector, Thane under Section 42 read with Section 44 of Maharashtra Land Revenue Code 1966 ("MLRC"), the said Land has been converted from agricultural land to non-agricultural use and specifically for the industrial use and on the terms and conditions contained therein. Certain essential terms and conditions reproduced hereinbelow :-
- (i) land can be used only for the purpose for which it is granted and not for any other purpose;
 - (ii) it is required to obtain prior permission from the Collector for commencing any further construction on land;
 - (iii) the occupant was required to begin NA use of the land within one year;
 - (iv) the occupant was prohibited to change the usage of the land.
- g. By order bearing no. ULC/ULL/8(3)SR-850, dated 15 July 1978, passed by the Competent Authority, Ulhasnagar Urban Agglomeration under Section 8 (4) of Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"), it appears that the said Land was declared as surplus and was directed to be surrendered.
- h. By order bearing no. AOL-1091/(1073)/D-XV, dated 13 January 1994, passed by Under Secretary, Housing and Special Assistance Department, Government of

Maharashtra, it appears that land admeasuring 8,67,470 sq. mtrs. situated at Villages Usarghar, Sandap, Belavade and Bhopar ("exempted land") owned by PAL was exempted under Section 20 of the ULC Act, for construction of test track, for testing of cars/trucks, etc. and for forestry, on the terms and conditions mentioned therein. Out of the exempted land, a portion of land admeasuring 7,71,407 sq. mtrs. was to be used for test track and balance land admeasuring 96,063 sq. mtrs. for forestry. As per the said order dated 13 January 1994, prior permission of the State Government is required to be obtained, if PAL transfers the exempted land to any person or party by way of sale, lease, mortgage or otherwise. We are not aware of the survey numbers comprising of the exempted land as we did not have access to the exemption application. However, for the purpose of this Certificate relating to Title, we have assumed that the said Land is exempted under the aforesaid order dated 13 January 1994.

- i. By an Agreement dated 19 September 1984 made and entered into between PAL of the One Part and the Executive Engineer, Maharashtra Water Supply and Sewerage Project ("MWSSP") of the Other Part, PAL granted permission to MWSSP to lay 100 m.m. dia. A.C. pipe line, *inter alia*, below the said Land and on the terms and conditions mentioned therein. Some of the conditions are as follows:-
 - a. the underground pipe line shall be laid at the depth of atleast 0.75 meter below the level of the ground;
 - b. PAL shall not construct any structure on the said pipe line;
 - c. On the failure of MWSSP to observe any of the conditions of the said Agreement dated 19 September 1984, PAL shall be at liberty to cancel the said Agreement dated 19 September 1984 and if necessary to remove the said pipe line within one month's notice and MWSSP shall be held liable for the expenses so incurred by PAL;
 - d. If MWSSP violates any of the terms and conditions of the said Agreement dated 19 September 1984, PAL shall at all times be at a liberty to terminate the said Agreement dated 19 September 1984 by giving three month's notice to MWSSP and MWSSP shall not be entitled to any compensation on account of such termination.
- i. By a Deed of Conveyance dated 27 May 1996 made and entered into between PAL, therein referred to as the Vendor of the One part and PAL Peugeot Limited

(formerly known as Kalyan Motors Company Private Limited / Kalyan Motors Company Limited), therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Kalyan under serial no.1553 of 1996, PAL sold, transferred and conveyed a portion of the said Land admeasuring 2 Acres 6 Gunthas to Pal Peugeot Limited and on the terms and conditions contained therein and balance portion of the said Land admeasuring 6 Hectares 6 Ares (i.e. the said Property) was retained by PAL. Accordingly, vide Mutation Entry No. 179 dated 22 November 1996, name of PAL Peugeot Limited was recorded as owner in respect thereof, in the record of rights. On a further perusal of the said Mutation Entry No. 179, it appears that in the said Mutation Entry No. 179, the date of the Deed of Conveyance is erroneously mentioned as 11 July 1996 instead of 27 May 1996.

- j. On perusal of 7/12 extract for the year 1993 to 1998, 1999 to 2010 pertaining to Survey No.21 Hissa No.1, it appears that the said Land was sub-divided and land admeasuring 6 Hectares 6 Ares was allotted and assigned Survey No.21 Hissa No.1 (i.e. the said Property). We have not been provided with order of subdivision to that effect.
- k. From letter dated 15 September 1998 addressed by Deputy Secretary, Maharashtra State to PAL, it appears that PAL was allowed to use the exempted land for industrial purpose subject to payment of 15% of market value of the exempted land as transfer fee to the Government of Maharashtra. We have been informed that the transfer fee has not been paid by PAL.
- l. From Mutation Entry No. 205 dated 13 April 2002, it appears that vide order bearing no. CLR 2001/P.K.4/Part-1/L-1 dated 13 November 2002 passed by the Revenue and Forest Department, Government of Maharashtra, and Non-Agricultural Register, the remark of 'non-agricultural' is recorded in the other rights column of the record of rights of the said Property.
- m. From Mutation Entry No. 196 dated 3 March 2003, it appears that as per order of the Assistant Sales Tax Commissioner bearing no. J.S.V.O. (Funds) /A-10 /Recovery/Premier B-84 dated 29 June 2001 and Taluka order bearing no. T-10 K.V. 573 dated 16 July 2001, the said Property was attached for recovering a sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) by the Sales Tax Department and a further restriction was imposed that no sale or purchase transaction relating to the said Property shall be entered into without the permission of the Commissioner of

Sales Tax, Maharashtra. Accordingly, an attachment of the Sales Tax Department was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 29 June 2001 and 16 July 2001.

- n. From Mutation Entry No. 200 dated 1 December 2003, it appears that vide order bearing no. CLR 2001/P.K.4/Part-1/L 1 dated 13 November 2002 passed by the Revenue and Forest Department, Government of Maharashtra for computerization of the 7/12 extract and 8A extract, corrections were carried out and accordingly the village records were updated.
- o. From Mutation Entry No. 203 dated 22 March 2004, it appears that vide an order of the Tahsildar bearing no. T-1/K.V. 180 dated 22 March 2004, the attachment of the Sales Tax Department for recovering the sum of Rs.15,02,57,980/- (Rupees Fifteen Crores Two Lakhs Fifty Seven Thousand Nine Hundred Eighty Only) was removed from the record of rights of the said Property. We have not been provided with copy of the order dated 22 March 2004 or the underlying order of Sales Tax Department revoking the attachment.
- p. From Mutation Entry No. 204 dated 13 April 2004, it appears that as per the order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and Taluka order bearing no. T-10/57:1 dated 13 April 2004, an attachment for recovering the outstanding Sales Tax of a sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred Ninety Five Only) was recorded in the other rights column of the record of rights of the said Property. We have not been provided with the copies of the orders dated 6 April 2004 and 13 April 2004. The aforesaid attachment was subsequently removed as stated in paragraph (u) hereinbelow.
- q. From Certificate of Incorporation (consequent on change of name) dated 28 March 2005 issued by Registrar of Companies, Maharashtra, Mumbai, it appears that name of PAL was changed to Premier Limited. The effect of change of name is not recorded in the record of rights and therefore the 7/12 extracts of the said Property still reflect name of PAL as the owner of the said Property.
- r. By an Indenture of Mortgage dated 17 December 2005 executed by Premier Limited in favour of SICOM Limited ("SICOM") and Housing Development Finance Corporation Limited ("HDFC") read with Indenture of Additional Security dated 19 December 2005 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed

by it from SICOM and HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 17 December 2005, is registered, with the Sub-Registrar of Assurances, Haveli No. 5 under serial no. 9204/2005 and the Indenture of Additional Security dated 19 December 2005 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial No. 7626/2005.

- s. By an Indenture of Mortgage dated 4 May 2006 executed by Premier Limited in favour of SICOM *read with* Indenture of Additional Security dated 5 May 2006, executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 4 May 2006 is registered with the Sub-Registrar of Assurances, Haveli No. 5 under serial No. 3781/2006 and the Indenture of Additional Security dated 5 May 2006 is registered with the Sub-Registrar of Assurances, Kalyan-1, under serial No. 2155/2006.
- t. By an Joint Indenture of Mortgage dated 6 October 2006 executed by Premier Limited in favour of SICOM and HDFC *read with* Indenture of Additional Security dated 9 October, 2006 executed by Premier Limited in favour of SICOM; Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and HDFC and on the terms and conditions contained therein. The said Joint Indenture of Mortgage dated 6 October 2006, is registered with the Sub-Registrar of Assurances, Haveli-5, under serial No. 7864/2006 and the said Indenture of Additional Security dated 9 October 2006 is registered with the Sub-Registrar of Assurances, Kalyan-4 under serial no.4794 of 2006.
- u. From Mutation Entry No. 215 dated 28 November 2006, it appears that as per the order bearing no. RTS/T-10/1303 dated 28 November 2006, the attachment by the Government of Maharashtra, Sales Tax Commissioner (recorded vide an order of the Assistant Sales Tax Commissioner, A-10 bearing no. 400070/S/1 dated 6 April 2004 and as per the Taluka order bearing no. T-10/571 dated 13 April 2004) for the sum of Rs.45,98,18,395/- (Rupees Forty Five Crores Ninety Eight Lakhs Eighteen Thousand Three Hundred and Ninety Five Only) was removed. Accordingly, the attachment of Government of Maharashtra, Sales Tax Commissioner was removed from the other rights column of the record of rights of the said Property. We have not been provided with the copy of the order dated 28 November 2006.

- v. As per Resolution bearing no. ULC-1007/C.N.222/ULCA-2 dated 23 November 2007 of Government of Maharashtra, it has been notified that permission for transfer of the land exempted under Section 20 of the ULC Act (i.e. which were earlier declared as vacant land in excess), falling in Industrial Zone of Thane Urban Agglomeration, can be granted on payment of 100% of the market value of such land as transfer fee, to the Government of Maharashtra. The said resolution further notifies that if such exempted land falling in industrial zone is to be utilized for residential purpose, then, such transfer fee should be equivalent to the valuation of such land as per prevailing ready reckoner rate.
- w. By a Deed of Mortgage dated 20 May 2009 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of the loans availed by it from HDFC and on the terms and conditions more particularly mentioned therein. The said Deed of Mortgage is registered with the Sub-Registrar of Assurances under serial no.2549 of 2009.
- x. A Letter of Credit facility of Rs.20,00,00,000/- (Rupees Twenty Crores Only) was availed by Premier Limited from The Federal Bank Limited for which the charge was created against the said Property recorded in the Memorandum of Entry dated 20 January 2010.
- y. By an unregistered Agreement dated 21 July 2010, SICOM agreed to grant financial assistance by way of Inter Corporate Deposit in the nature of Revolving Short Term Loan for tenure of six months for the sum of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) to Premier Limited on terms and conditions contained therein. We are not aware whether the financial assistance of Rs.16,00,00,000/- (Rupees Sixteen Crores Only) was sanctioned and disbursed to Premier Limited.
- z. By an Indenture of Mortgage dated 29 September 2010 executed by Premier Limited in favour of HDFC, Premier Limited has mortgaged the said Property for repayment of loans availed by it from HDFC and on the terms and conditions contained therein. The said Indenture of Mortgage dated 29 September 2010, is registered with the Sub-Registrar of Assurances, Kalyan-2, under serial no. 11390/2010.
- aa. By a letter bearing no. BBYA/PL/HD dated 13 May 2011 addressed by The Federal Bank Limited to Premier Limited, The Federal Bank Limited has confirmed releasing its charge/mortgage against the said Property..

- bb. By an Indenture of Mortgage dated 1 June 2011 executed by Premier Limited in favour of SICOM, Premier Limited has mortgaged the said Property for repayment of loans availed by it from SICOM and on the terms and conditions contained therein. The said Indenture of Mortgage dated 1 June, 2011, is registered with the Sub-Registrar Kalyan-2, under serial no. 6695/2011.
- cc. Premier Limited has filed Writ Petition No. 9701 of 2011 before the Hon'ble High Court of Judicature at Bombay, against The State of Maharashtra and Others, challenging the applicability of ULC Act to the said Property, thereby seeking declaration that the ULC Act does not apply to the said Property and for other reliefs as prayed therein. The Hon'ble High Court by an order dated 22 November 2011 has admitted the said Petition and the same is pending.
- dd. Vide two letters both dated 11 October 2011 issued by SICOM, SICOM has confirmed that the principal outstanding as on 30 September 2011 is (i) Rs.50,00,00,000/- (Rupees Fifty Crores Only) against loan account no. R0299, (ii) Rs.2,00,00,000/- (Rupees Two Crores Only) against loan account no. F0584, (iii) Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) against loan account no. F0593 and (iv) Rs.50,00,000/- (Rupees Fifty Lakhs Only) against loan account no. F0601 thus aggregating to Rs.54,10,00,000/- (Rupees Fifty Four Crores Ten Lakhs Only). Similarly, vide a letter dated 12 October 2011 issued by HDFC, HDFC has confirmed that the total outstanding loan balance as on 30 September 2011 is Rs.25,00,00,000/- (Rupees Twenty Five Crores Only).
- ee. By a Deed of Reconveyance dated 5 June, 2012, registered with the Sub-Registrar of Assurances, Kalyan under serial no.4933 of 2012, the charge of HDFC was released from the said Property, which was created pursuant to Deed of Mortgage dated 20 May 2009 registered with the Sub-Registrar of Assurances under serial no.2549 of 2009.
- ff. It appears from Mutation Entry No. 263 dated 18 November, 2011 that pursuant to order bearing no. ULC/BLN/No.-20/Industries-324 dated 7 October, 2012 passed by the Deputy Collector and Competent Authority, a remark "*Exemption for industrial purpose and without prior permission transfer is restricted*" was recorded in other right column of revenue records of the said Property.
- gg. By a letter dated 8 November, 2012, the Urban Development Department, Government of Maharashtra directed the Deputy Collector and Competent Authority, Thane, to calculate the transfer fee payable inter-alia in respect of the

said Property as per the ready reckoner value of the year 2012 and upon receipt of such payment to take necessary action for deleting/removing remarks of "Exemption for industrial purpose and restriction on transfer" as appearing on the Record of Rights of the said Property.

- hh. Pursuant to direction under aforementioned letter dated 8 November, 2012, vide a letter dated 12 November, 2012, the Deputy Collector and Competent Authority, Thane informed PAL about the transfer fee payable inter-alia in respect of the said Property and recorded that upon receipt of payment, necessary action shall be initiated to delete remark of "Exemption for industrial purpose and restriction on transfer" as appearing on the Record of Rights of the said Property.
- ii. By a Deed of Reconveyance dated 21 December, 2012, registered with the Sub-Registrar of Assurances, Kalyan under serial no.7238 of 2012, the charge of SICOM was released from the said Property, which was created pursuant to Deed of Mortgage dated 1 June, 2011 registered with the Sub-Registrar of Assurances, Kalyan under serial no.6695 of 2009.
- jj. From order bearing no. ULC/S20(1)/E.I.P./O. No. 528 dated 28 December, 2012 it appears that Premier Ltd. has *inter-alia* made the payment of necessary transfer fees in respect of the said Property and consequentially the Deputy Collector and Competent Authority, Thane, has ordered that the remark "*Exemption for industrial purpose and without prior permission transfer is restricted*" should be deleted from the revenue records of the said Property.
- kk. It appears from Mutation Entry No. 287 dated 29 December, 2012 that pursuant to order bearing no. ULC/S20(1)/E.I.P./O.No. 528 dated 28 December, 2012 passed by the Deputy Collector and Competent Authority, the remark "*Exemption for industrial purpose and without prior permission transfer is restricted*" has been deleted from the revenue records of the said Property
- ll. We have been informed that:-
- (a) a local village road passes through the said Property;
 - (b) some villagers have encroached upon the lands admeasuring 25 Gunthas by constructing a temple thereon forming a part of the said Property. We are not aware as to how much portion of the said Property and which side of the said Property has been encroached upon.

II. Revenue proceedings:-

- (a) Vide letter bearing no.1027A dated 30 December 2004, the Sub-Divisional Officer, directed Tahsildar to record the tenure of the said Property as "class-II occupancy" (i.e. new tenure). Vide letter dated 10 January 2005, Tahsildar issued directions to Talathi to record the tenure of the said Property as "occupant class-II" (viz. new tenure) and accordingly, vide Mutation Entry No. 207 dated 12 January 2005, the change in tenure of the said Property was reflected in the respective 7/12 extract of the said Property. We have not been furnished with a letter dated 10 January 2005.
- (b) By a letter dated 27 June 2005 of Sub-Divisional Officer, the Sub-Divisional Officer confirmed that the said Property is "class-II occupancy" land.
- (c) Premier Limited filed RTS/Appeal/Case No.82A of 2005 before Deputy Collector (Appeals), Thane, challenging the directions contained in the aforementioned letter dated 27 June 2005 of Sub-Divisional Officer. The Deputy Collector vide its order dated 27 December 2005 passed in these proceedings dismissed the case on the ground that the letter dated 27 June 2005 of Sub-Divisional Officer, Thane Division is not an order under Section 247 of MLRC.
- (d) PAL filed an Appeal Nos.TD/2/Land/NAP/SR/307 to 313 of 2006 before the Sub-Divisional Officer, Thane Division, challenging Mutation Entry No. 207 dated 12 January 2005 (based on which tenure of the said Property is changed) in respect of the said Property. The Sub-Divisional Officer, Thane Division under its common Judgement and Order dated 16 October 2006 *read with* Rectification Order dated 23 October 2006, partially allowed the Appeal with a direction to Tahsildar to re-enquire/re-check the Mutation Entry No.207. As such, the matter was remanded to Tahsildar. Accordingly, vide Mutation Entry No. 214 dated 1 November 2006, the remark of "Class II" was deleted from the record of rights of the said Property.
- (e) By an order dated 3 September 2007 passed in RTS Case No.5 of 2007, the Tahsildar, Kalyan (i) confirmed the Mutation Entry No. 207 dated 12 January 2005 and (ii) upheld the directions contained in letter bearing no.1027A dated 30 December 2004. Accordingly, vide Mutation Entry No. 220 dated 17 October 2007, the remark of "Class II" was once again recorded in the record of rights of the said Property.
- (f) Being aggrieved by order dated 3 September 2007, Premier Limited filed an Appeal being RTS Appeal No.604 of 2008 before the Sub-Divisional Officer, Thane Division, *inter alia*, challenging the order dated 3 September 2007 passed

by Tahsildar. By an order dated 17 April 2008, the Sub-Divisional Officer, Thane Division dismissed RTS Appeal No.604 of 2008 and upheld the order dated 3 September 2007 passed by Tahsildar.

- (g) Being aggrieved by order dated 17 April, 2008, Premier Limited preferred a RTS Appeal No.80 of 2008 before Deputy Collector (Appeals), Thane, *inter alia*, challenging the said order dated 17 April, 2008 passed by the Sub-Divisional Officer, Thane Division.
- (h) The Deputy Collector (Appeals), Thane vide its order dated 15 February 2011 dismissed the aforesaid RTS Appeal No.80 of 2008 and upheld (i) order dated 3 September 2007 passed by Tahsildar and (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, subject to the clarification given in the judgment regarding occupancy class-I, class-II and unearned income.
- (i) Premier Limited filed a Revision Application No. 206 of 2011 before the Hon'ble Additional Commissioner, Konkan Division, Mumbai under Section 257 of the MLRC, challenging (i) order dated 15 February 2011 passed by Dy. Collector (Appeals), Thane, (ii) order dated 17 April 2008 passed by the Sub-Divisional Officer, Thane Division, Thane and (iii) order dated 3 September 2007 passed by Tahsildar.
- (j) By an order dated 17 February 2012 passed by the Hon'ble Additional Commissioner, Konkan Division, the Revision Application No. 206 of 2011 of Premier Limited was dismissed and (i) order dated 3 September 2007 and (ii) order dated 17 April 2008 were upheld. The said order dated 17 February 2012 held that the unearned income on transfer of the said Property is required to be paid by PAL.
- (k) We have been informed by Premier that being aggrieved by the aforesaid order dated 17 February 2012 of the Ld. Additional Commissioner, Konkan Division, Premier Ltd. has filed a Revision Application on 10 September, 2012 before the Hon'ble Minister for Revenue, State of Maharashtra and the same is pending.

III. Searches and Public Notice:-

- (a) To investigate title of Premier Limited to the said Property, public notices were published by us in newspapers Hindustan Times and Navshakti both dated 21 November 2011, Mumbai Edition, calling for objections, if any. In pursuance to the said public notices, we have not received any objection, till date.

- (b) Mr. Navin Maheshwari, Advocate, has carried out search in records of Registrar of Companies and as per his Report dated 19 December 2011, charge of SICOM and HDFC is recorded in respect of the said Property.
- (c) Mr. Nitin Jagtap, Advocate, has carried out search of the Index-II registers maintained with the Sub-Registrar Offices, Kalyan, with respect to the said Property and he has submitted his Search Reports dated 20 December 2011.
- (d) The issues mentioned above are required to be sorted out to make said Property free, clear and marketable.

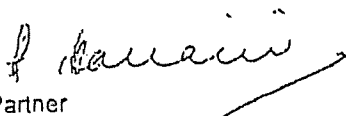
IV. Subject to what is stated hereinabove, in our opinion, Premier Limited is the owner of the said Property and has free, clear and marketable title to the said Property.

3. General

- a. We have not visited the site on which the said Property is situated.
- b. We express no view about the zoning/user/reservations/FSI/or developability of said Property as the same is within the scope of an architect review.
- c. This Certificate relating to Title is limited to the matters pertaining to Indian Law (as on the date of this Certificate relating to Title) alone and we express no opinion on laws of any other jurisdiction.

Dated this 5th day of January 2013

For M/s. Hariani & Co.


Partner



Annexure 'C'
MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No.SROT/27 VILLAGES/2401/BP/USARGHAR-03/VOL-II/1473/2017.

Date: 7 OCT 2017

COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to Shri. S S Runwal, Director, M/s. Horizon Projects Pvt Ltd, Runwal & Omkar Esquare, 5th Floor, Opp Sion – Chunabhatti Signal, Sion (E), Mumbai-400 022 for the Proposed Commercial, Residential and ancillary Educational building up to plinth level only (As mentioned in table below) on land bearing S.No 17/1, 17/2, 17/3/A, 17/3/B, 17/4, 17/5, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 71/2, 71/3, 71/4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 103/6/A, 103/6/B, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14/B, 103/15, 103/16, 103/17, 103/18, 107/2/A, 107/2/B, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 107/13, 107/14, 107/15, 107/16, 107/17, 107/18, 107/19, 107/20, 108/1, 108/3, 134/1, 134/2 at Village Usarghar, Taluka-Kalyan, District-Thane admeasuring plot area of 2,56,303.00 sqm having net plot area admeasuring 1,57,965.92 sq.m and with buildable plot area of 1,26,372.74 sq.m (80 % of net plot area), permissible built up area of 1,20,054.10 sq.m (as per FSI 0.95) and proposed built up area of 1,19,970.62 Sqm (as per proposed FSI 0.949) as depicted on Drawing No. 1/68 to 68/68 (Total No. 68). The Commencement Certificate upto plinth is granted on the following conditions:

Indicating the details of building for which permission is hereby granted upto plinth for proposed development of Residential, Commercial and Ancillary Educational Building.					
Cluster No.	Type	Nos of Storey	Height in Meter	BUA area in sq.m.	No. of Tenements
Cluster 4	E1	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4937.83	64
	D2	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4703.05	64
	A3	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	5136.73	98
	B4	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4258.65	64
	A5	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	5136.73	98

Sub Regional Office, 1st Floor, Balkum Fire Brigade Station Building, Thane - Bhiwandi Road, Balkum, Thane (W) - 400 608.

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	D6	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4767.79	64
	B7	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4326.84	64
	H8	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4136.76	64
	A9	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st to 3 rd upper floors	19.60	1201.45	18
	B10	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	13.65	554.62	04
	A11	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	13.65	588.16	06
	H12	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	13.65	545.38	04
Cluster 5	B1	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	D2	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	576.34	04
	A3	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	588.16	06
	B4	Lower Stilt + Upper Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	A5	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	588.16	06
	D6	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	576.34	04
	B10	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	A11	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	588.16	06
	H12	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	545.38	04
Cluster 6	J1	Stilt + 1 st upper floor	6.55	398.32	04
	D2	Stilt + 1 st upper floor	6.55	440.86	04
Cluster 13	H1	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	545.38	04
	A2	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	588.16	06
	B3	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	A4	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	588.16	06
	K5	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	520.41	04
	K6	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	520.41	04
	A7	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	588.16	06

	B8	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	A9	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	588.16	06
	H10	Stilt + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	545.38	04
Educational Building	No 1	Stilt + 1 st to 5 th upper floor	21.15	8,056.91	--
Business Office	No 1	Ground + 15 th upper floor	45.60	30,010.34	--
	No 2	Ground + 15 th upper floor	45.60	30,010.34	--
TOTAL BUA IN SQM				1,19,970.62	--

Viz:-

1. This permission/Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way;
2. This Certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if –
 - (a) The development works in respect of which permission is granted under this certificate is not carried out or the user 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 Metropolitan Commissioner, MMRDA is contravened or is not complied with;
 - (c) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966;
3. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
4. This Commencement Certificate supersedes MMRDA's CC No. SROT/27 Villages/2501/BP/Usarghar-03/Vol-I/779/2016 dt 23/12/2016.
5. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
6. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved.
7. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases

may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.

9. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.
10. Construction beyond plinth level should not be commenced without obtaining Commencement Certificate above plinth level from MMRDA;
11. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as CFO etc obtained/will be obtained/required to be obtained from the competent authorities for the proposed development on the land under reference;
12. The applicant shall develop RG areas and shall plant the required number of trees and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
13. The applicant shall submit notice for 'start of work' before commencement of construction in accordance to regulation 5.1 of sanctioned DCR of 27 villages Notified Area;
14. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19/7/2012
15. The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TPB/432001/2133/CR-230/01/UD-11; Dt. 10/03/2005;
16. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06/01/2014 [In respect of preservation of documents mentioned at sr. no. (a) to (k) therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate;
17. The applicant shall pay the 'Building and Other Construction Labour Welfare Cess' to the Competent Authority and submit a copy of receipt to this office;
18. The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from KDMC and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
19. As soon as the development permission for the new construction is obtained, the owner/developer shall install 'Display Board' on a conspicuous place on site indicating following details:
 - a. Name and address of the owner/developer, architect and contractor;
 - b. Survey No./ City Survey No./ Ward No. of the land under reference, with description of its boundaries;
 - c. Order No. and date of grant of development permission issued by MMRDA;

- d. F.S.I permitted;
- e. Address where the copies of detailed approved plans shall be available for inspection;
20. A notice in the form of advertisement giving all the details mentioned in 19 above shall also be published in two widely circulated newspapers one of which should be in Marathi language;
21. The conditions of this certificate shall be binding not only on the applicant but also his/ her heirs, successors, executors, administrators and assignees and every person deriving title through or under him;
22. The provisions in the proposals which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not approved;
23. The applicant will not take up any development activity on the aforesaid property till the court matter pending, if any, in any court of law, relating to this property is settled;
24. Actual on site demarcation of the plot under reference is to be done through TILR by the owner prior to commencement of the construction on site;
25. This approval has been issued by considering the present available access to the plot as depicted on plans submitted to MMRDA by Applicant/Architect for approval. The Applicant shall provide access from existing Manpada-Diva road through adjoining plot bearing 93 Pt & 109 Pt. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architect;
26. The applicant shall permit the use of the internal access roads to provide access to an adjoining land;
27. 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 Certificate has been granted by MMRDA;
28. The Security Deposit shall be forfeited in case of non compliance/breach of any conditions of Regulations/Commencement Certificate or any other directions issued by MMRDA. The Security Deposit would be refunded without any interest only after satisfactory compliance to the various conditions stipulated in the development permission are made by the applicant;
29. तहसिलदार, कल्याण यांच्या दिनांक 22/05/2016 मध्ये नमूद केल्याप्रमाणे, शासन निर्णय दिनांक 22/01/2016 मधील निर्देशानुसार महाराष्ट्र जमीन महसूल संहिता, 1966 चे कलम 42 अ (1) (अ) व (ब) च्या अनुषंगाने ज्या कोणत्याही व्यक्तीला जमिनीच्या वापराबद्दल बदलास परवानगी देण्यात आली असेल, त्याने असा वापरातील बदल सुरु केल्यापासून 30 दिवसांच्या आत या कार्यालयास लेखी कळविणे बंधनकारक आहे. तदनंतर कलम 47 अ मध्ये नमूद केलेल्या दराप्रमाणे रूपांतरण कराचा आणि त्याबद्दल अकृषिक आकारणीचा भरणा करणे आवश्यक असून असा भरणा केल्यावर 30 दिवसांच्या कालावधीत सनद घेणे अनिवार्य आहे.
30. तहसिलदार, कल्याण यांच्या दिनांक 22/05/2016 मध्ये नमूद केल्यानुसार, विषयांकीत मिळकतीबाबतचे कोणतेही

अभिलेख अथवा फेरफार हे कोणत्याही सक्षम न्यायालयाने रद्द केल्यास सदरची विनिश्चिती आपोआप रद्द झाले, असे समजणेत येईल, व त्याकरीता कोणतेही स्वतंत्र आदेश-काढणेची आवश्यकता राहणार नाही;

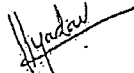
31. The applicant shall comply all the conditions as mentioned in letter dated 22/05/2016 from Tehsildar, Kalyan;
32. The Development shall be strictly as per the stringent provisions between Draft DCR for 27 villages of Kalyan and Ambarnath Taluka published u/s 26(1) & submitted to the Govt. u/s 30(1) of MR & TP Act, 1966 and sanctioned DCR for 27 villages of Kalyan and Ambarnath Taluka published u/s 31(1) of MR & TP Act, 1966;
33. The responsibility of authenticity of documents vests with the Applicant and his Licensed Architect. All the documents submitted/produced to MMRDA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect/Applicant/Developer;
34. MMRDA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of Applicant and his successors only. The applicant shall mean the Architect/land owner/POA holder etc and their successors who have approached MMRDA for the approval. MMRDA shall stand Indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of this Commencement Certificate;
35. Neither the granting of this permission nor the approval of the drawings and specifications, nor the inspection, made by the officials during the development shall in any way relieve Owner/Architect/Structural Engineer/Developer of such Development from full responsibility for carrying out the work in accordance with the requirements of all applicable Acts/Rules/Regulations. That the conditions laid in this Commencement Certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving through or under him;
36. The development shall be strictly as per the MOEF Notification dt. 19/02/1991 as amended up-to-date. The applicant shall comply with all the conditions as mentioned in Environmental clearance dt. 13/02/2017 by State Level Environment Impact Assessment Authority. Applicant shall not carry out any development on lands for which Environmental Clearance is not obtained from the Competent Authority. Also, the conditions of Environmental Clearance dated 13/02/2017 are binding on the applicant;
37. Applicant is required to submit "Consent for Establishment" from Maharashtra Pollution Control Board (MPCB) before start of any construction at the site;
38. The applicant shall get the entire land within the proposed project surveyed and get the internal roads and development plans roads, amenity areas, development plan reservations etc demarcated from the TILR and accordingly submit a consolidated TILR map and get the same

verified with approved plans, from the Lands & Estate Cell of MMRDA, prior to requesting for issuance of CC beyond plinth.

39. In case any discrepancies are observed in the approved plans vis-à-vis the consolidated map issued by TILR which will affect the layout, buildings etc w.r.t to the requirements of DCRs or any conditions in the NOC's that are not submitted prior to this approval but are required to be or will be submitted subsequently (such as Railway, Highway, Electric Authorities for HT lines etc), the applicant will have to accordingly amend the lay-out, locations of buildings etc and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly.
40. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the minimum internal lines of boundaries of the layout, consolidated TILR maps by survey of external boundaries for the proposed project, actual area in possession as per survey by TILR and the land area as per ownership documents.
41. Applicant shall submit the NOC for electric supply from competent electric authorities for development prior to requesting for CC beyond plinth
42. Applicant shall submit Water supply, Storm water drainage, Sewerage and Electric supply NOC's prior to requesting for CC beyond plinth.
43. Sub-Station shall be constructed for supply of Electricity to the proposed project as per the Electricity Company's requirements prior to issuance of Occupancy Certificate;
44. All the amenities, utilities, facilities and the road network shall be fully developed by the developer at his own cost. The amenities shall be in concurrence with stringent DCR of 27 villages of Kalyan and Ambernath Taluka.
45. Amenities, Play grounds, Garden, Public Offices and staff quarters, Market, Parking lot reservations shall be handed over to the concerned authorities after development of building if required as specified by MMRDA along-with the appurtenant land and shall be conveyed to respective Authorities;
46. Occupancy Certificate will be granted only after satisfactory completion of all amenities and road network.
47. Applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, shall submit the same to MMRDA.
48. Regarding any disputes, MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in larger public interest;
49. Applicant shall carry out the construction of all amenities parallel to construction of other buildings in the layout by obtaining CC from MMRDA;

50. The applicant should submit remarks, design, planning etc. from respective consultants for Third party certification for parking arrangement and maneuverability, Internal SWD, Internal Water works & Rain water harvesting, Internal drainage works, Internal Mechanical & Electrical, Structural design & plan showing the structural details for the proposed building, Detailed plan & design for Sewerage Treatment Plant from consultant, Internal road, Horticulture and Solid waste Management Plan prior to commencement of work on site.
51. The applicant should submit NOC from Tree-authority (in case of no tree cutting), External-SWD, external water supply & NOC from Electrical Service Provider for full potential of the plot prior to application for Commencement Certificate beyond plinth.
52. The applicant shall develop RG areas and shall plant the required number of trees in the RG area as per DCRs and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
53. The applicant should submit NOC from CFO for full potential of the plot prior to application for Commencement Certificate beyond plinth.
54. The applicant shall comply with all the conditions as mentioned in NOC dt 21/04/2017 by Dedicated Freight Corridor Corporation of India Ltd.
55. The applicant should obtain separate 7/12 extracts for R.G., DP Roads, DP reservations; amenities etc. and submit the same to MMRDA.
56. Adequate arrangements for disposing the Solid Waste shall be made for the entire Project on regular-basis;
57. That adequate arrangement for drainage of the Storm Water shall be made and flow of natural water-courses shall not be disturbed at any time;
58. The applicant shall provide for all the necessary facilities for the handicapped as required/ applicable for the buildings in the layout;
59. The applicant shall construct the Sewage Treatment Plant (STP) and shall be made operational before Occupation of the buildings;
60. The applicant shall sign the Memorandum of Understanding (MOU) with MMRDA as and when called upon by the MMRDA and pay the infrastructural Development Charges (IDC) or any other charges as approved by MMRDA in future for lands falling within KGC boundary and as ensured by architect in their undertaking dated 15/11/2016.
61. Applicant should submit NOC for Class-II land prior to requesting for CC above plinth for building type A (building 3), B (building 4), A (building 5) of Cluster -4
62. Applicant shall keep the marginal open spaces for building type A (building 3), B (building 4), A (building 5) of Cluster-4 permanently open and shall not use for any purposes

63. That Registered undertaking cum Indemnity Bond shall be submitted for abiding above conditions by applicant.


Planner,
Planning Division, MMRDA.

Enclosure: Drawing No. 1/68 to 68/68 (Total No. 68).

Copy to,

1. ✓ Shri. S S Runwal,
Director, M/s. Horizon Projects Pvt Ltd,
Runwal & Omkar Esquare, 5th Floor,
Opp Sion – Chunabhatti Signal,
Sion (E), Mumbai-400 02
2. Architect Sandeep Prabhu,
501, Ishkripa, Opp New Girls High School,
Ram-Maruti Road, Thane (W) – 400 602
3. The Collector,
Collector Office, Thane..... As required u/s 45 of MR & TP Act, 1966.
4. The Municipal Commissioner,
Kalyan-Dombivli Municipal Corporation,
Shankarrao Chowk, Kalyan(W) – 421 301.....With reference to KDMC's letter No.
जा.क्र.कडॉम्पा/इ'प्रसौ/कर १२, dated
26/08/2016.





MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

Conditional Layout Approval Letter

No. SROT/Growth Centre/2401/BP/
ITP-Layout/Usarghar-Sandap-01/ 670 /2018

Date: 29/04/2018

123 APR 2018

To,
Shri. S. S.Runwal,
Director, M/s. Horizon Projects Pvt Ltd,
Runwal&OrnkarEsquare, 5th Floor,
OppSion - Chunabhalli Signal,
Sion (E), Mumbai-400 022

Sub : Issuance of Conditional Layout Approval (LA) for the proposed Integrated Township Project on land bearing S. Nos. 17/1, 17/2, 17/3/A, 17/3/B, 17/4, 17/5, 36/1/A, 36/1/B, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 71/2, 71/3, 71/4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 93/Pt 103/6/A, 103/6/B, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14/B, 103/15, 103/16, 103/17, 103/18, 107/1, 107/2/A, 107/2/B, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 107/13, 107/14, 107/15, 107/16, 107/17, 107/18, 107/19, 107/20, 108/1, 108/2, 108/3, 109/pt, 134/1, 134/2 of Village Usarghar, Taluka-Kalyan, Dist-Thane and S. No. 2, 21pt. of Village Sandap, Taluka-Kalyan, Dist-Thane in the proposed Growth Center at Kalyan.

- Ref :
1. Location Clearance (Conditional) issued by Urban Development Dept. Govt. of Maharashtra under No. 1217/331/C.R-72/17/UD-12 Dt: 21/08/2017
 2. Application of M/s. Horizon Projects Pvt. Ltd. dt: 30/01/2018 , 06/11/2017, 18/01/2018 , 17/09/2017, 10/04/2018 , 12/04/2018
 3. Letters of Architect SandeepPrabhu (M/s. Saakaar Architects) dt. 09/04/2018; 02/04/2018, 06/04/2018, 02/04/2018, 07/04/2018, 20/03/2018, 13/04/2018, 16/04/2018; 16/04/2018

The Government of Maharashtra vide Notification dated 21.08.2017 at ref. no. (1) above has granted Conditional Locational Clearance to the 'Integrated Township Project' situated at Vill. Usarghar & Sandap, Tal - Kalyan, Dist - Thane (situated within the SPA of Growth Centre at Kalyan) on land admeasuring approximately 52.835 Ha (Area considered for proposal is 46.44 Ha), u/s 44(2) of MR & TP Act, 1966 to you. Now, please refer to your above cited letter at ref no. (2) above, by which you have requested for permission of MMRDA for the Master Layout (area approx. 46.44 Ha,) of the proposed development of 'Integrated Township Project' on the land under reference.

The Metropolitan Commissioner hereby grant 'Conditional Approval' to the Master Layout as indicated on duly authenticated drawing nos. 3/3 (total 3No of drawing sheet) which is enclosed herewith. The total gross plot area of the land u/r admeasures 52.835 Ha

Sub Regional Office : Mullipurpose Hall, 2nd Floor, Near Oswal Park, Pokharan Road No. 2, Majiwada, Thane (West) - 400 601
Tel. : (022) 21712195 / 21712197 Fax : (022) 21712197 E-mail : sro.thane@mailmmrda.maharashtra.gov.in

(Area considered for proposal is 46.44 Ha). Details of Plot Area allotted for Mandatory Town Level Amenities for Integrated Township Project is as mentioned in the Table below.

Table: Details of Plot Area allotted for Mandatory Town Level Amenities for Integrated Township Project.			
Sr. No	Description	Total Required Area (In sq.m)	Total Proposed Area (In sq.m)
1.	Spaces for Recreation:		
a.	Gardens & Parks	23,221.04	24,202.58
b.	Play Ground	34,831.55	46,257.36
2.	Spaces for Combined Schools (Primary Schools + Secondary School):	5,805.00	7925.91
3.	Community Health Care Facilities:	1,161.00	2,200.00
4.	Community Market:	2000.00	2,323.00
5.	Public Assembly Facilities (Town Hall and/or Auditorium including Library):	5000.00	8,025.72
6.	Economic Activities (Commercial Plot):	46440.00	46473.07
7.	Public Utilities:		
a.	Fire Brigade Station	3000.00	3000.00
b.	Sewage Waste management project (SWMP)	4000.00	4000.00
c.	Cremation Ground	2000.00	As per requirement
d.	Burial Ground	2000.00	
e.	Bus Station/Transport Hub	3000.00	3000.00
f.	Police Station	1000.00	1000.00
g.	Electric Sub-Station	As per requirement	
h.	Other Public Utilities	As per requirement	
i.	Public Parking Facilities	As per requirement	
j.	Solid Waste Management	As per requirement	

The Conditional Layout Approval (LA) to the Master Layout has been approved subject to the following conditions:

1. The Conditional Layout Approval supersedes MMRDA's earlier approvals and the applicant shall obtain amended Commencement Certificate in respect of earlier approved development from MMRDA;
2. The applicant shall obtain permission/approval for amalgamation/subdivision of lands u/r, as depicted in the accompanying drawing;
3. The applicant shall submit fresh amalgamated / separate 7/12 extract;
4. For any change and variation in the plans, prior approval of MMRDA shall be obtained;
5. The work of filling of low lying land, diverting nallas, laying sewer lines etc, if any, should not be done unless the due intimation is given to concerned Authority and their permission is obtained for proceeding with the work;
6. This permission / approval shall not entitle the applicant to build on land which is not in his ownership in any way;

TABLE CONT

7. MMRDA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of Applicant and his successors only. The applicant shall mean the Architect / land owner, POA holder etc. and their successors who have approached MMRDA for the approval. MMRDA shall stand Indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of this letter;
8. All the conditions of conditional Locational Clearance dated 21/08/2017 granted by the Government of Maharashtra for the Integrated Township Project on the land under reference shall be binding on the applicant;
9. This Conditional Layout Approval Letter is liable to be revoked by the Metropolitan Commissioner, MMRDA if:
 - a. The Integrated Township Project in respect of which Layout Approval is granted under this letter is not carried out or the user thereof is not in accordance with the provisions of Integrated Township Project;
 - b. Any of the conditions subject to which the Conditional Layout Approval Letter is granted or any of the restrictions imposed by the Metropolitan Commissioner, MMRDA is contravened or is not complied with partly or fully;
 - c. The Metropolitan Commissioner, MMRDA is satisfied that the Conditional Layout Approval Letter is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of the Integrated Township Project Notification as amended from time to time and relevant sections of the Maharashtra Regional & Town Planning Act-1966;
10. This Conditional Layout Approval Letter shall not be construed as development permission and separate application for Building Permission shall be made by you. This approval shall not be construed as authorization of any development carried out already in violation of any rules and regulation applicable;
11. This approval has been issued by considering the present available access to the plot as depicted on the Layout Plan submitted to MMRDA by Applicant/Architect for approval. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architect;
12. That the Water Supply shall be sourced / supplied with potable quality by developer at his cost. The norms of Recycling the water/ Rain water harvesting shall be applicable as prescribed by Government from time to time;

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13. That substation shall be constructed for supply of Electricity to the Project as per the Electricity Company's requirements;
14. That the Internal Roads, DP roads, Reservations, Amenities and Plots shall be demarcated by TILR/ SLR and should get it certified by MMRDA before development;
15. All the Amenities, Utilities, Facilities and the Road Network shall be fully developed by the Developer at his own cost as per the specifications given by the MMRDA. The amenities shall be in concurrence with the sanctioned provisions of DCR's for 27 Villages Notified Area published u/s 31(1) of MR & TP Act, 1966;
16. DP Reservations of Gardens (G48, G48-A, G7 & G3), Play Ground (PG4, PG1 & PG27), Parking Lot (PA1), Market (M1), Public Office & Staff Quarters and the DP roads located within the 'Integrated Township Project' shall be developed by the applicant and after the development shall be made available to the general public;
17. That the applicant shall develop RG areas and shall plant the required number of trees in the RG area as per the provisions of sanctioned DCR's for 27 Villages Notified Area before applying for Occupancy Certificate;
18. Those adequate arrangements for disposing the Solid Waste shall be made for the Entire Project on regular basis;
19. That the setback area if any and the DP Roads shall be duly constructed and handed over the Concerned Authorities before requesting for occupation permission or as directed by MMRDA;
20. The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TPB/432001/2133/CR-230/01/UD-11; Dt. 10/03/2005;
21. Regarding any disputes MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in larger public interest;
22. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, and shall submit the same to MMRDA;
23. The development shall be strictly as per the Notification no. TPS-1816/CR 368/15/20(4)/ UD-13, dated 26/12/2016 amended from time to time and the Development Control Regulations in force for the 27 Villages Notified Area of Kalyan and Ambernath Taluka;
24. The applicant shall submit the proposal for Commencement Certificate as per the Development Control Regulations in force for 27 Villages Notified Area of Kalyan and Ambernath Taluka and as per provisions laid down in Regulation No. 6 of Annexure 'B' of the Integrated Township Project Notification dated 26/12/2016 amended from time to time;

AS PER ORDER

25. The applicant shall provide 9.00 m wide access to private, land locked and government lands which are within the said Project and also surrounded by the said Project at your cost;
26. The development shall be strictly as per the MOEF Notification dt. 19/02/1991 as amended up-to-date. The applicant shall comply with all the conditions as mentioned in Environmental clearance dt 13/02/2017 by State Level Environment Impact Assessment Authority. Applicant shall not carry out any development on lands for which Environmental Clearance is not obtained from the Competent Authority. Also, the conditions of Environmental Clearance dated 13/02/2017 are binding on the applicant. The applicant shall obtain Environmental Clearance for the additional BUA proposed in the said ITP before applying for commencement certificate to MMRDA;
27. The responsibility of authenticity of documents vests with the Applicant and his Licensed Architect. All the documents submitted /produced to MMRDA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect / Applicant / Developer;
28. The applicant shall get the entire land within the proposed project surveyed and get the internal roads and development plan roads, amenity areas, development plan reservations etc. demarcated from the TILR and accordingly submit a consolidated TILR map and get the same verified with approved plans, from the Lands & Estate Cell of MMRDA, prior to requesting for issuance of Occupancy Certificate;
29. In case any discrepancies are observed in the approved plans vis-à-vis the consolidated map issued by TILR which will affect the layout, buildings etc w.r.t to the requirements of DCRs or any conditions in the NOC's that are not submitted prior to this approval but are required to be or will be submitted subsequently (such as Railway, Highway, Electric Authorities for HT lines etc), the applicant will have to accordingly amend the lay-out, locations of buildings etc. and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly;
30. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the minimum internal lines of boundaries of the layout, consolidated TILR maps by survey of external boundaries for the proposed project, actual area in possession as per survey maps and the land area as per ownership documents;
31. The conditions of NOC dated 08/11/2017 from Water Resources Department shall be binding on the Applicant;

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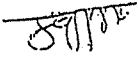
32. The conditions of NOC dated 10.04.2017 from Chief Conservator of Forest, Forest Department, Government of Maharashtra shall be binding on the Applicant;
33. The conditions of NOC dated 22/05/2017 issued by Thasildar, Kalyan shall be binding on the Applicant;
34. The conditions of NOC dated 08/03/2018 issued by Collector, Thane shall be binding on the Applicant;
35. The conditions of NOC dt. 09/06/2017 from Archaeological Survey of India shall be binding on the Applicant;
36. The conditions of NOC dt. 22/05/2017 from Thasildar, Kalyan regarding Ownership, Non-Tribal & Non Government Land shall be binding on the Applicant;
37. The applicant shall keep the required setback distances in respect of set back from HT lines, if any;
38. The applicant shall co-operate with MMRDA officials/representative at all times of site visit and carry out instructions given;
39. The applicant shall abide by all the conditions of all the NOC's obtained/ will be obtained/ required to be obtained from the Competent Authorities for the proposed development on the land under reference;
40. The existing structures if any on land under reference shall be demolished before requesting Commencement Certificate;
41. Applicant shall submit NOC prior to application for building permission from respective Gram Panchayat mentioning that Cremation Ground & Burial Ground is available in the village
42. Applicant shall provide area for Electric Sub-Station as per requirements while applying for building permission;
43. Applicant shall provide the required plot area for 'Other Public utilities', as per the requirements prior to application for building permission;
44. Applicant shall provide Public Parking Facilities as per the norms of sanctioned DCR for 27 Villages of Kalyan and Ambernath Taluka while applying for building permission;
45. Applicant shall provide Solid Waste Management as per requirements while applying for building permission;
46. The ITP shall have access of 18.00 M. width or more width before requesting for the issuance of Occupancy Certificate for the 'Integrated Township Project' under reference;
47. The Applicant shall ensure adequate connectivity within their layout under reference;

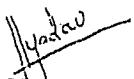
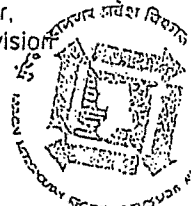
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48. The applicant shall obtain prior approval from MMC before applying for commencement certificate to MMRDA;
49. As per the provision of Clause 6.1 (f) read with Clause 12.6 of the Notification dated 26/12/2016 for the development of 'Integrated Township Project', the applicant is required to submit the Bank Guarantee for the development of the basic infrastructure of the 'Integrated Township Project' under reference before requesting for the issuance of Commencement Certificate for the said 'Integrated Township Project';
50. The applicant shall obtain prior approval from Director, Town Planning, GoM for shifting and change of shape the DP reservations falling entirely within ITP before applying for commencement certificate to MMRDA;
51. That an undertaking cum Indemnity bond shall be submitted for abiding the above conditions;
52. The provisions of TPS shall be applicable to the applicant's ITP and the applicant shall pay the necessary applicable fees, charges, etc. to MMRDA, as and when made applicable by MMRDA under TPS as ensured by the applicant in their Undertaking dt. 15/11/2016;
53. The applicant shall obtain the Consent to establish from MPCB before applying for Commencement Certificate from MMRDA;
54. Applicant shall submit clarification from the Urban Development Dept. (UDD) regarding ownership dispute raised by Metropolitan Infrahousing Pvt. Ltd prior to application for building permission;
55. That an undertaking cum Indemnity bond shall be submitted for abiding the above conditions.

TRUE COPY

This Conditional Letter of Layout Approval Issues with the approval of Metropolitan Commissioner.


SANDEEP PRABHU
CA/02/14360


Planner,
Planning Division


Enclosure: Layout drawings nos. 3/3 (total 3 no of drawing sheet).

Copy to,

1. Architect Sandeep Prabhu,
501, Ishkripa, Opp New Girls High School,
Ram Maruti Road, Thane (W) - 400 602.
2. The Collector,
Collector Office, Thane..... As required u/s 45 of MR & TP Act, 1966.
3. The Municipal Commissioner,
Kalyan-Dombivli Municipal Corporation,
Shankarrao Chowk, Kalyan(W) - 421 301.....With reference to KDMC's letter
No. आ.म.क.डॉम्बिवली/इ.प्र.सं/कर 92, dated
26/08/2016.



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

मुंबई महानगर प्रदेश विकास प्राधिकरण

No. SR/OT/Growth Centre/2401/BP/ITP-Usarghar & Sandap - 01/
Amended CC/Cluster-4/1487/2018.

Date: 128 SEP 2018

COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to Shri. S. S.Runwal, Director, M/s. Horizon Projects Pvt. Ltd., Runwal & Omkar Esquare, 5th Floor, Opp Sion - Chunabhatti Signal, Sion (E), Mumbai-400 022 for the Proposed Residential building No A3, A5, A9, A11, B4, B7, B10, D2, D6, E1, H8, and H12 of cluster 4 (As mentioned in table below) for the proposed Integrated Township Project on land bearing S. Nos. 17/1, 17/2, 17/3/A, 17/3/B, 17/4, 17/5, 36/1/A, 36/1/B, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 71/2, 71/3, 71/4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 93/Pt 103/6/A, 103/6/B, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14/B, 103/15, 103/16, 103/17, 103/18, 107/1, 107/2/A, 107/2/B, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 107/13, 107/14, 107/15, 107/16, 107/17, 107/18, 107/19, 107/20, 108/1, 108/2, 108/3, 109/pt, 134/1, 134/2 of Village Usarghar, Taluka-Kalyan, Dist-Thane and S. No. 2, 21pt. of Village Sandap, Taluka-Kalyan, Dist-Thane with BUA of 74,848.88 sqm as depicted on the drawing nos. 1/1 to 1/51. The Amended Commencement Certificate (Plinth & Superstructure) is granted on the following conditions:

Indicating the details of building for which permission is hereby granted for Plinth & superstructure for proposed development of Residential Building in cluster 4 for the proposed Integrated Township Project for S.Nos Mentioned above

Cluster No.	Type	Nos of Storey	Height in Meter	BUA area in sq.m.
Cluster 4	E1	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	6,616.14
	D2	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	6,296.60
	A3	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	6,873.20
	B4	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	5,694.79
	A5	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	6,873.20
	D6	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	6,364.34
	B7	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	5,762.98
	H8	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	5,488.07
	A9	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	6,873.20
	B10	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	5,694.79
	A11	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	6,873.20
	H12	Lower Still + Upper Still + 1 st Podium + 2 nd Podium + 1 st to 23 rd upper floors	77.60	5418.37
	Society Office			
TOTAL BUA IN SQM				74848.88

Sub Regional Office : Multipurpose Hall, 2nd Floor, Near Oswal Park, Pokharan Road No. 2, Majiwada, Thane (West)- 400 601
Tel.: (022) 21712195 / 21712197 Fax : (022) 21712197 E-mail : sro.thane@mailmmrda.maharashtra.gov.in

Viz:-

1. This permission/Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way;
2. This Certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if –
 - (a) The development works in respect of which permission is granted under this certificate is not carried out or the user 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 Metropolitan Commissioner, MMRDA is contravened or is not complied with;
 - (c) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966;
3. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
5. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved.
6. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
7. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
8. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to commencement of the construction.
9. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as CFO etc. obtained/will be obtained/required to be obtained from the competent authorities for the proposed development on the land under reference;
10. The applicant shall develop RG areas and shall plant the required number of trees and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
11. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19/7/2012;
12. The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TPB/432001/2133/CR-230/01/UD-11; Dt. 10/03/2005;
13. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06/01/2014. [in respect of preservation of documents mentioned at sr. no. (a) to (k) herein]. & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate;
14. The applicant shall pay the 'Building and Other Construction Labour Welfare Cess' to the

- Competent Authority and submit a copy of receipt to this office;
15. The applicant shall obtain all the necessary final NOCs/Completion Certificates/clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from Competent Authority and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference;
 16. As soon as the development permission for the new construction is obtained, the owner/developer shall install 'Display Board' on a conspicuous place on site indicating following details:
 - a. Name and address of the owner/developer, architect and contractor;
 - b. Survey No./ City Survey No./ Ward No. of the land under reference, with description of its boundaries;
 - c. Order No. and date of grant of development permission issued by MMRDA;
 - d. F.S.I permitted;
 - e. Address where the copies of detailed approved plans shall be available for inspection;
 17. A notice in the form of advertisement giving all the details mentioned in 16 above shall also be published in two widely circulated newspapers one of which should be in Marathi language;
 18. The conditions of this certificate shall be binding not only on the applicant but also his/ her heirs, successors, executors, administrators and assignees and every person deriving title through or under him;
 19. The provisions in the proposals which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not approved;
 20. The applicant will not take up any development activity on the aforesaid property till the court matter pending, if any, in any court of law, relating to this property is settled;
 21. Actual on site demarcation of the plot under reference is to be done through TILR by the owner prior to commencement of the construction on site;
 22. This approval has been issued by considering the present available access to the plot as depicted on plans submitted to MMRDA by Applicant/Architect for approval. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architect;
 23. The applicant shall permit the use of the internal access roads to provide access to an adjoining land;
 24. 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 Certificate has been granted by MMRDA;
 25. The Security Deposit shall be forfeited in case of non compliance/breach of any conditions of Regulations/Commencement Certificate or any other directions issued by MMRDA. The Security Deposit would be refunded without any interest only after satisfactory compliance to the various conditions stipulated in the development permission are made by the applicant
 26. तर्हासलदार, कल्याण यांच्या दिनांक २२/०५/२०१६ मध्ये नमूद केल्याप्रमाणे, शासन निर्णय दिनांक २२/०५/२०१६ मधील निर्देशानुसार महाराष्ट्र जमीन महसूल संहिता, १९६६ चे कलम ४२ अ (१) (अ) व (ब) च्या अनुषंगाने ज्या कोणत्याही व्यक्तीला जमीनीच्या बापराबधाल बदलास परवानगी देण्यात आली असले, त्याने असा बापरातील बदल सुरु केल्यापासून ३० दिवसांच्या आत या कार्यालयास लेखी कळविणे बंधनकारक आहे. तदनंतर कलम ४७ अ मध्ये नमूद केलेल्या दराप्रमाणे रुपांतरण कराचा आणि त्याबद्दल अर्कधिक आकारणीचा भरणा करणे आवश्यक

असून असा भरणा केल्यावर ३० दिवसांच्या कालावधीत सनद घेणे अनिवार्य आहे.

27. तहसिलदार, कल्याण यांच्या दिनांक २२/०५/२०१६ मध्ये नमूद केल्यानुसार, विषयांकीत मिळकतीबाबतचे कोणतेही अभिलेख अथवा फेरफार हे कोणत्याही सक्षम न्यायालयाने रद्द केल्यास सदरची विनिश्चिती आपोआप रद्द झाले, असं समजणेत येईल, व त्याकरीता कोणतेही स्वतंत्र आदेश काढणेची आवश्यकता राहणार नाही;
28. The applicant shall comply all the conditions as mentioned in letter dated 22/05/2016 from Tehsildar, Kalyan;
29. The Development shall be strictly as per the stringent provisions between Draft DCR for 27 villages of Kalyan and Ambernath Taluka published u/s 26(1) & submitted to the Govt. u/s 30(1) of MR & TP Act, 1966 and sanctioned DCR for 27 villages of Kalyan and Ambernath Taluka published u/s 31(1) of MR & TP Act, 1966;
30. The responsibility of authenticity of documents vests with the Applicant and his Licensed Architect. All the documents submitted/produced to MMRDA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect/Applicant/Developer;
31. MMRDA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of Applicant and his successors only. The applicant shall mean the Architect/land owner/POA holder etc and their successors who have approached MMRDA for the approval. MMRDA shall stand indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of this Commencement Certificate;
32. Neither the granting of this permission nor the approval of the drawings and specifications, nor the inspection, made by the officials during the development shall in any way relieve Owner/Architect/Structural Engineer/Developer of such Development from full responsibility for carrying out the work in accordance with the requirements of all applicable Acts/Rules/Regulations. That the conditions laid in this Commencement Certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving through or under him;
33. The development shall be strictly as per the MOEF Notification dt. 19/02/1991 as amended up-to-date. The applicant shall comply with all the conditions as mentioned in Environmental Clearance dt. 13/02/2017 by State Level Environment Impact Assessment Authority. Applicant shall not carry out any development on lands for which Environmental Clearance is not obtained from the Competent Authority. Also, the conditions of Environmental Clearance dated 13/02/2017 are binding on the applicant;
34. The applicant shall obtain Environmental Clearance for the additional BUA proposed in the said ITP before applying for commencement certificate to MMRDA;
35. The applicant shall comply with all the conditions as mentioned in letter dt. 12/09/2018 from MPCB and applicant shall obtain consent to operate from Maharashtra Pollution Control Board before commissioning of the project as mentioned in MPCB letter dt 12/09/2018;
36. The applicant shall get the entire land within the proposed project surveyed and get the internal roads and development plans roads, amenity areas, development plan reservations etc. demarcated from the TILR and accordingly submit a consolidated TILR map and get the same verified with approved plans, from the Lands & Estate Cell of MMRDA, prior to requesting for issuance of Occupancy certificate of buildings;
37. In case any discrepancies are observed in the approved plans vis-à-vis the consolidated map issued by TILR which will affect the layout, buildings etc w.r.t to the requirements of DCRs or any conditions in the NOC's that are not submitted prior to this approval but are required to be or will be submitted subsequently (such as Railway, Highway, Electric

- Authorities for HT lines etc), the applicant will have to accordingly amend the lay-out, locations of buildings etc and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly;
38. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the minimum internal lines of boundaries of the layout, consolidated TILR maps by survey of external boundaries for the proposed project, actual area in possession as per survey by TILR and the land area as per ownership documents;
 39. The applicant shall comply with all the conditions as mentioned in letter dt. 30/05/2013 and dt.17/11/2017 from MSEDCL and shall submit the Final NOC for electric supply from competent electric authorities for development prior to requesting for issuance of Occupancy certificate of buildings;
 40. The Applicant shall comply with all the conditions as mentioned in NOC for water dt 04/08/2014 from MIDC, NOC for storm water drainage dt. 21/11/2015 from KDMC and NOC for Sewerage dt. 21/11/2015 from KDMC and shall submit the final NOC for Water supply, Strom water drainage, Sewerage and Electric supply from competent authorities prior to requesting for issuance of Occupancy certificate of buildings;
 41. Sub-Station shall be constructed for supply of Electricity to the proposed project as per the Electricity Company's requirements prior to issuance of Occupancy Certificate;
 42. All the amenities, utilities, facilities and the road network shall be fully developed by the developer at his own cost. The amenities shall be in concurrence with stringent DCRs of 27 villages of Kalyan and Ambernath Taluka;
 43. Amenities, Play grounds, Gardens, Public Offices and staff quarters, Market, Parking lot reservations shall be handed over to the concerned authorities after development of building as specified by MMRDA along-with the appurtenant land and shall be conveyed to respective Authorities;
 44. Occupancy Certificate will be granted only after satisfactory completion of all amenities and road network;
 45. Applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, shall submit the same to MMRDA;
 46. Regarding any disputes, MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in larger public interest;
 47. Applicant shall carry out the construction of all amenities parallel to construction of other buildings in the layout by obtaining CC from MMRDA;
 48. The applicant should submit remarks, design, planning etc. from respective consultants for Third party certification for parking arrangement and maneuverability, Internal SWD, Internal Water works & Rain water harvesting, Internal drainage works, Internal Mechanical & Electrical, Structural design & plan showing the structural details for the proposed building, Detailed plan & design for Sewerage Treatment Plant from consultant, Internal road, Horticulture and Solid waste Management Plan prior to Occupancy Certificate for building;
 49. The applicant should submit NOC from Tree-authority (in case of no tree cutting), External SWD, external water supply & NOC from Electrical Service Provider for full potential of the plot prior to application for Occupancy Certificate;
 50. The applicant shall comply with all the conditions as mentioned in CFO NOC dt. 06/02/2018 by KDMC;
 51. The applicant shall comply with all the conditions as mentioned in NOC dt. 21/04/2017 by Dedicated Freight Corridor Corporation of India Ltd.;
 52. The applicant should obtain separate 7/12 extracts for R.G., DP Roads, DP reservallons; amenities etc. and submit the same to MMRDA;

53. Adequate arrangements for disposing the Solid Waste shall be made for the entire Project on regular basis;
54. That adequate arrangement for drainage of the Storm Water shall be made and flow of natural water courses shall not be disturbed at any time;
55. The applicant shall provide for all the necessary facilities for the handicapped as required/ applicable for the buildings in the layout;
56. The applicant shall construct the Sewage Treatment Plant (STP) and shall be made operational before Occupation of the buildings;
57. The applicant shall sign the Memorandum of Understanding (MOU) with MMRDA as and when called upon by the MMRDA and pay the infrastructural Development Charges (IDC) or any other charges as approved by MMRDA in future for lands falling within KGC boundary and as ensured by architect in their undertaking dated 15/11/2016;
58. The provisions of TPS shall be applicable to the applicant's ITP and the applicant shall pay the necessary applicable fees, charges, etc. to MMRDA, as and when made applicable by MMRDA under TPS as ensured by the applicant in their Undertaking dt. 15/11/2016.
59. Applicant should comply with all the conditions as mentioned in NOC dt. 08/03/2018 for Class-II land from Collector, Thane;
60. All the conditions of Locational Clearance dt. 21/08/2017 granted by Govt. of Maharashtra for the Integrated Township Project on land under reference shall be binding on the applicant;
61. All the conditions of Conditional Letter Of Intent dt. 23/04/2018 granted by MMRDA for the Integrated Township Project on land under reference shall be binding on the applicant;
62. All the conditions of Conditional Layout Approval dt. 23/04/2018 granted by MMRDA for the Integrated Township Project on land under reference shall be binding on the applicant;
63. The development shall be strictly as per the GR No TPS. 1816/CR 368/15/20(4) UD-13, dated 26/12/2016 amended from time to time and the Development Control Regulations in force for the 27 Villages of Kalyan and Ambernath Taluka;
64. All the conditions of NOC dt. 09/06/2017 from Archaeological Survey of India shall be binding on the Applicant;
65. All the conditions of NOC dt. 22/05/2017 from Thasildar, Kalyan for Ownership, Non-Tribal & Non Government Land shall be binding on the Applicant;
66. All the conditions of NOC dt. 08/11/2017 from Water Resources Department shall be binding on the Applicant;
67. All the conditions of NOC dt. 10/04/2017 from Chief Conservator of Forest, Forest Department, Govt. of Maharashtra shall be binding on the Applicant;
68. The applicant shall abide by all the conditions of all the NOC's obtained/ will be obtained/ required to be obtained from the Competent Authorities for the proposed development on the land under reference;
69. The ITP shall have access of 18.00 M. width or more width before requesting for the issuance of Occupancy Certificate for the 'Integrated Township Project' under reference;
70. DP Reservations of Gardens (G48, G48-A, G7 & G3), Play Ground (PG4, PG1 & PG27), Parking Lot (PA-1), Market (M1), Public Office & Staff Quarters and the DP roads located within the 'Integrated Township Project' shall be developed by the applicant and after the development shall be handed over to the concerned authorities and made available to the general public;
71. Construction of 12 no's of buildings in cluster 4 is permissible up to building height of 70m i.e upto 20th floor and further construction shall be permissible only after submission of High Rise Committee (HRC) NOC for buildings having construction beyond 70m height;
72. Applicant shall amend the layout of Integrated Township Proposal and show the separate

- plots for Cremation Ground & Burial Ground as per notification of ITP;
73. Applicant shall amend the layout of Integrated Township Proposal and show the plot for Other Public utilities as per notification of ITP;
 74. Applicant shall amend the layout of Integrated Township Proposal and show the plot for Solid Waste Management as per notification of ITP;
 75. That Registered undertaking cum Indemnity Bond shall be submitted for abiding above conditions by applicant.


Planner,
Planning Division

Enclosure: Drawing No. 1/1 to 1/51 (Total No. 51).

Copy to,

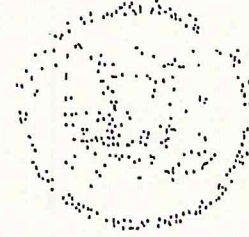
✓ 1. Shri. S. S. Runwal,
Director, M/s. Horizon Projects Pvt Ltd,
Runwal & Omkar Esquare, 5th Floor,
Opp. Sion - Chunabhalli Signal,
Sion (E), Mumbai-400 022

2. Architect Sandeep Prabhu,
2nd floor, Nakshatra, A wing,
Near TMC, Almeida Road,
Panchpakhaḍi,
Thane (W) - 400 602

3. The Collector,
Collector Office, Thane,..... As required u/s 45 of MIR & TP Act, 1966.

4. The Municipal Commissioner,
Kalyan-Dornbivli Municipal Corporation,
Shankarrao Chowk, Kalyan (W) - 421 301.....

With reference to KDMC's letter
No. गा.अ.क.डॉ.पा/अ.प्र.क्ष/कर 92, dated
26/08/2016.



ANNEXURE 'F'

Owners

Page 156 of 188

Purchaser/s

ANNEXURE 'G'

Owners

Page 157 of 188

Purchaser/s

ANNEXURE 'H'

ANNEXURE '1'

ANNEXURE 'V'

LIST OF AMENITIES IN THE FLAT

1. Vitrified tile flooring of renowned brand
2. Gypsum finished walls and ceiling with OBD Paint
3. Granite Kitchen Platform with S.S.Sink with 2 ft. Ht. dado tiles
4. Vitrified tile flooring and dado in toilets
5. Provision of Instant geysers in bathrooms
6. Provision for Exhaust fan in kitchen and toilets
7. Aluminium sliding window of reputed brand
8. Laminate finished external and internal doors with wooden frames
9. Branded hardware for all doors
10. Electrical switches of renowned brand

ANNEXURE 'K'

LIST OF AMENITIES IN THE PROJECT

1. Elegantly designed Entrance lobby
2. Well-designed lift lobby
3. Gypsum finished walls and ceiling with OBD paint
4. High Speed elevators of reputed brand
5. DG back up for common areas and elevators
6. Well finished podium parking areas
7. CCTV Cameras in entrance lobby
8. Landscaped Garden
9. Jogging track
10. Party lawn
11. Multi- purpose court
12. Kid's play area
13. Senior Citizen's Corner
14. Club House Amenities
 - a. Reception Lounge
 - b. Indoor games zone
 - c. Party Hall
 - d. Gymnasium

ANNEXURE "L"



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 P51700008440
Project: MY CITY - PHASE II - CLUSTER 4, Plot Bearing / CTS / Survey / Final Plot No.: SURVEY NOS AS DOCUMENTED at Usarghar, Kalyan, Thane, 421201;

1. Horizon Projects Pvt Ltd having its registered office / principal place of business at Tehsil: Mumbai City, District, Mumbai City, Pin; 400022.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017,
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from 18/08/2017 and ending with 30/12/2028 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6,
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasantrao Pramanand Prabhu
(Secretary, MahaRERA)
Date:09-09-2021 23:25:29

Dated: 09/09/2021
Place: Mumbai

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

HORIZON PROJECTS PVT. LTD.



Date: 20-08-2018

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, M/s. Horizon Projects Pvt. Ltd. - Developers of Sion - Mumbai, have undertaken the Project Known as "Runwal - My City" situated on the plot bearing part of survey nos. 17/1, 17/2, 17/3/A, 17/3/B, 17/4, 17/5, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 71/2, 71/3, 71/4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 103/6/A, 103/6/B, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14/B, 103/15, 103/16, 103/17, 103/18, 107/2/A, 107/2/B, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 107/13, 107/14, 107/15, 107/16, 107/17, 107/18, 107/19, 107/20, 108/1, 108/3, 134/1, 134/2 at Village Usarghar, Taluka - Kalyan, District - Thane.

We certify as below :

Tower No.	As per CC dtd.: October 2017	Nomenclature representation for ease of understanding
T1	E1	CL04-E2 (T1) - TYPE "E"
T2	D2	CL04-D4 (T2) - TYPE "D"
T3	A3	CL04-A2 (T3) - TYPE "A"
T4	B4	CL04-B2 (T4) - TYPE "B"
T5	A5	CL04-A1 (T5) - TYPE "A"
T6	D6	CL04-D3 (T6) - TYPE "D"
T7	B7	CL04-B1 (T7) - TYPE "B"
T8	H8	CL04-G (T8) - TYPE "H"
T9	A9	CL04 (T9) - TYPE "A"
T10	B10	CL04 (T10) - TYPE "B"
T11	A11	CL04 (T11) - TYPE "A"
T12	H12	CL04 (T12) - TYPE "H"

For HORIZON PROJECTS PVT. LTD.


PALLAVI MATKARI

CHIEF ARCHITECT

Regd. Office : Runwal & Omkar Esquare, 5th Flr., Opp. Sion Chunabhatti Signal, Sion (E), Mumbai - 400 022.
Tel. : +91 - 22 - 6113 3000 • Fax : +91 - 22 - 2409 3749 • E : corporate@runwal.com • www.runwal.com
CIN : U 45400 MH 2011 PTC 213029

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
HORIZON PROJECTS PRIVATE
LIMITED
04/02/2011
AAFCRT404E

Annexure 'C'



NUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

No. S407/27 VILLAGES/1403/RP/USAAGHAN-03/VOL-11/11/2017.

Date: 31 7 OCT 2017

COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXVII of 1966) to Shri. S.S. Hummel, Director, M/s. Heilgen Projects Pvt Ltd, Anwarul & Onkar Esquire, 5th floor, Oop Sloin - Churnabhatil Signal, Eran (C), Mumbai-400 012 for the Proposed Commercial, Residential and Auxiliary Educational building up to plinth level only (As mentioned in table below) on land bearing S.No 17/1, 17/1, 17/3/A, 17/3/B, 17/4, 17/5, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 72/2, 72/3, 71/4, 71/8, 81/1, 81/2, 81/3, 81/4, 81/5, 82/3, 82/2, 103/8/A, 103/8/B, 103/7, 103/8, 103/11, 103/10, 103/11, 103/12, 103/13, 103/14/8, 103/15, 103/16, 103/17, 103/18, 103/19, 103/21/A, 103/22/A, 103/3, 103/4, 103/5, 103/6, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14, 103/15, 103/16, 103/17, 103/18, 103/19, 103/20, 103/1, 103/3, 134/1, 134/2 at Village Uvirghat, Taluka-Rajon, District-Thane addressing net area of 2,56,303.00 sqm having net plot area addressing 1,57,965.97 sqm and with buildable plot area of 1,26,372.74 sqm (60 % of net plot area), permissible built up area of 1,20,056.10 sqm (as per FSI 0.93), and proposed built up area of 1,19,970.61 Sqm (as per proposed FSI 0.94) as depicted on Drawing No. 1/68 to 62/68 (Total No. 68). The Commencement Certificate upto plinth is granted on the following conditions:

Including the details of building for which permission is hereby granted upto plinth for proposed development of Residential, Commercial and Auxiliary Educational Building.

Cluster No.	Type	Max of Storey	Height in Meter	AUA Area in Sq.m.	No. of Tenement
Cluster 4	C1	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4937.23	64
	D1	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4703.05	64
	A3	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	5136.73	78
	B4	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4258.65	64
	A5	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	5136.73	78

See Regional Office, 1st Floor, 8th Avenue, Regula Station Building, Thane (Shri) Road 601, Tel No: (022) 2441244, 2441212 - Fax: (022) 2441211 - Email: info@mmrda.gov.in

Cluster 5	D6	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4767.79	64
	B7	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	4316.88	64
	H8	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	57.15	1136.76	64
	A9	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st to 17 th upper floors	19.60	1101.49	18
	D10	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	13.65	224.62	04
	A11	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	13.65	388.16	06
	H12	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	13.65	543.38	04
	A1	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	D7	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	576.34	04
	A3	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	388.16	06
	A4	Lower Silti + Upper Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	A5	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	388.16	06
D8	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	576.34	04	
D10	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04	
A11	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	388.16	06	
H12	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	543.38	04	
Cluster 6	D1	Silti + 1 st upper floor	6.33	198.37	04
	D1	Silti + 1 st upper floor	6.33	440.86	04
Cluster 13	H1	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	543.38	04
	A2	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	388.16	06
	D3	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	554.62	04
	A4	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	388.16	06
	E5	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	510.41	04
	H6	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	510.41	04
	A7	Silti + 1 st Podium + 2 nd Podium + 1 st upper floors	12.95	388.16	06

	B4	Silt + 1 st Podium + 2 nd Podium + 1 st Upper Floor	12.95	554.91	01
	A9	Silt + 1 st Podium + 2 nd Podium + 1 st Upper Floor	12.95	548.18	06
	H10	Silt + 1 st Podium + 2 nd Podium + 1 st Upper Floor	12.95	545.38	04
Educational building	No.1	Silt + 1 st to 5 th upper floor	21.15	8,036.31	--
Business Office	No.1	Ground + 1 st Upper floor	15.40	10,010.34	--
	No.2	Ground + 1 st Upper floor	45.80	20,010.31	--
TOTAL BUA IN IQM				1,19,970.62	--

5th:

- This permission/Commencement Certificate shall not entitle the applicant to build or land which is not in his ownership in any way;
- This Certificate is liable to be revoked by the Metropolitan Commissioner, MMMDA if -
 - The development works in respect of which permission is granted under this certificate is not carried out or the use thereon is not in accordance with the sanctioned plan;
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner, MMMDA is contravened or is not complied with;
 - The Metropolitan Commissioner, MMMDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966;
- This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
- This Commencement Certificate supersedes MMMDA's CC No. 807/27 Villages/2501/8P/Ussehar-03/Vol-779/1016 dt 23/12/2016.
- This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
- The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved.
- The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMMDA before Occupation Certificate.
- Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, in the case may be, section 54 of the M.A.R.T.P. Act, 1966. The applicant and/or his agents in such cases

may be proceeded against under section 53 of the said Act, to carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.

- The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.
- Construction beyond plinth level should not be commenced without obtaining Commencement Certificate above plinth level from MMMDA;
- The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as CPO etc. obtained/will be obtained/required to be obtained from the competent authorities for the proposed development on the land under reference;
- The applicant shall develop PG areas and shall plant the required number of trees and shall submit final NDC from the Tree Authority before applying for Occupation Certificate.
- The applicant shall submit notice for 'start of work' before commencement of construction in accordance to regulation 5.1 of sanctioned DCR of 27 Villages NonPerf Area;
- The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Officer Circular No. MFS/10/1017/1099 dated 19/7/2012
- The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TPA/432051/2133/CA/230/01/UD-1; DL 10/01/1005;
- The applicant shall comply with MCGM's Circular no. CHE/27921/DP/Gen dated 06/01/2014 in respect of preservation of documents mentioned at Sr. no. [2] to [4] therein & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate;
- The applicant shall pay the 'Building and Other Construction Labour Welfare Cess' to the Competent Authority and submit a copy of receipt to this office;
- The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CIO etc. from KDMC and submit the same to MMMDA before applying for Occupation Certificate for the buildings on the land under reference.
- As soon as the development permission for the new construction is obtained, the owner/developer shall install 'Display Board' on a conspicuous place on the indicating following details:
 - Name and address of the owner/developer, architect and contractor;
 - Survey No./ City Survey No./ Ward No. of the land under reference, with description of its boundaries;
 - Order No. and date of grant of development permission issued by MMMDA;

d. F.S.I permitted;

e. Address where the copies of detailed approved plans shall be available for inspection;

10. A notice in the form of advertisement giving all the details mentioned in 19 above shall also be published in two widely circulated newspapers one of which should be in Marathi language;
11. The conditions of this certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving title through or under him;
12. The provisions in the proposals which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not approved;
13. The applicant will not take up any development activity on the aforesaid property till the court matter pending, if any, in any court of law, relating to this property is settled;
14. Actual on site demarcation of the plot under reference is to be done through TIR by the owner prior to commencement of the construction on site;
15. This approval has been issued by considering the present available access to the plot as depicted on plans submitted to MMADA by applicant/Architect for approval. The Applicant shall provide access from existing Mangada-Dava road through adjoining plot bearing 93 Pt & 109 Pt. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architect;
16. The applicant shall permit the use of the internal access roads to provide access to an adjoining land;
17. 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 Certificate has been granted by MMADA;
18. The Security Deposit shall be forfeited in case of non compliance/breach of any conditions of Regulations/Commencement Certificate or any other directions issued by MMADA. The Security Deposit would be refunded without any interest only after satisfactory compliance to the various conditions stipulated in the development permission are made by the applicant;
19. मर्मिस्तारा, कल्याण घाटा दिनांक 22/05/2016 च्या नमुद भेव्वावपली, मासुन दिनांक दिनांक 23/01/2016 चधीन विदेशामुस्ता घराण्द वचोन नमालुन तंतिग 1966 चे कलम 47 ख (1) (अ) च (ग) च्या अणुबंधाने ज्या कोणत्याही धर्मनीतय कोणतीया वापरपयोल घरेलस घावतरी देवत आनी अंगीर त्याने असा वापरनीत वरस मूह केव्वापातुन 30 दिवसावय जात वा कायकेपातुन तीउ कोडदिवे वेधवनाक अंगे, तदुवात कलम 47 अ चधी नमुद केवेल्या घराणामे कवेलतय काणाय जाणिवे वाचतेत अदुकीक शासनांतोवा परतना करणे भावयवक अदुन असा परतना केव्यावर 30 दिवसाच्या कलावधीत तदर लेने अतिशय अंगे.
20. तदुपिस्तारा, कल्याण घाटा दिनांक 22/05/2016 चधी नमुद केव्यावुना, विपचोनेत विळकतोवावतये कोणतेने

अतिशय अघ्या केवला हे कोणत्याही असाय वापरपयले रर केव्यास सदानी विविधियाती जाचोअण रर इतने, अणे तदुवनेत वेतले, य लकाकीत कोणतीही असाय अदरेत काडणेचो अदवावयतय (अणाय नाहे).

21. The applicant shall comply all the conditions as mentioned in letter dated 22/05/2016 from Tenderer, Kalyan;
22. The Development shall be strictly as per the stringent provisions between Draft DCR for 27 villages of Kalyan and Ambernath Taluka published u/s 36(1) & submitted to the Govt. u/s 30(1) of MR & T Act, 1966 and sanctioned DCR for 27 villages of Kalyan and Ambernath Taluka published u/s 31(1) of MR & T Act, 1966;
23. The responsibility of authenticity of documents vests with the Applicant and his Licensed Architect. All the documents submitted/produced to MMADA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect/Applicant/Developer;
24. MMADA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of applicant and his successors only. The applicant shall mean the Architect/Land owner/PDA holder etc and their successors who have approached MMADA for the approval. MMADA shall stand indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of this Commencement Certificate;
25. Neither the granting of this permission nor the approval of the drawings and specifications, nor the inspection, made by the officials during the development shall in any way relieve Owner/Architect/Structural Engineer/Developer of such Development from full responsibility for carrying out the work in accordance with the requirements of all applicable Act/Rules/Regulations. That the conditions laid in this Commencement Certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving through or under him;
26. The development shall be strictly as per the MOEF Notification dt. 19/02/1993 as amended up-to-date. The applicant shall comply with all the conditions as mentioned in Environmental Clearance dt. 11/02/2017 by State Level Environmental Impact Assessment Authority. Applicant shall not carry out any development on lands for which Environmental Clearance is not obtained from the Competent Authority. Also, the conditions of Environmental Clearance dated 11/02/2017 are binding on the applicant;
27. Applicant is required to submit "Consent for Establishment" from Maharashtra Pollution Control Board (MPCB) before start of any construction at the site;
28. The applicant shall get the entire land within the proposed project surveyed and get the Internal roads and development plans roads, amenity areas, development plan reservations etc demarcated from the TIR and accordingly submit a consolidated TIR map and get the same

verified with approved plans, from the Lands & Estate Cell of MMARDA, prior to requesting for issuance of CC beyond plan.

39. In case any discrepancies are obtained in the approved plans which the certificate may issued by TLA which will affect the layout, buildings etc. in the requirements of DCA or any conditions in the HOC's that are not submitted prior to this approval but are required to be or will be submitted subsequently (such as Railway, Highway, Electric Authorities for MT Lines etc), the applicant will have to accordingly amend the layout, location of buildings etc and obtain fresh Commencement Certificate for the same from MMARDA and only then proceed with construction accordingly.
40. The permitted building area will be restricted anytime in future on the basis of the minimum of land area considering the minimum internal lines of boundaries of the layout, considering TLA map by survey of external boundaries for the proposed project, actual area in possession as per survey by TLR and the land area as per approved documents.
41. Applicant shall submit the HOC for electric supply from competent electric authorities for development prior to requesting for CC beyond plan.
42. Applicant shall submit Water supply, Storm water drainage, Sewerage and Electric supply HOC's prior to requesting for CC beyond plan.
43. Sub-Station shall be constructed for supply of Electricity to the proposed project as per the Electricity Company's requirements prior to issuance of Occupancy Certificate.
44. All the amenities, utilities, facilities and the road network shall be fully developed by the developer at his own cost. The amenities shall be in concurrence with relevant DCA of 37 villages of Kalyan and Ambarnath Taluka.
45. Amenities, Play ground, Garden, Public Office and staff quarters, Market, parking lot reservations shall be handed over to the concerned authorities after development of Building II required as specified by MMARDA along with the approved land and shall be conveyed to respective Authorities.
46. Occupancy Certificate will be granted only after satisfactory completion of all amenities and road network.
47. Applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, shall submit the same to MMARDA.
48. Regarding any disputes, MMARDA shall stand inactivated, MMARDA reserves the right to modify or withdraw the approval in larger public interest.
49. Applicant shall carry out the construction of all amenities parallel to construction of other buildings in the layout by obtaining CC from MMARDA.

50. The applicant should submit reports, design, planning etc. from respective consultants for Third party certification for parking arrangement and interconnectivity, Internal SWD, Internal Water works & Rain water harvesting, Internal drainage works, Internal Mechanical & Electrical, Structural Design & plan showing the structural details for the proposed building, Detailed plan & design for Sewerage Treatment Plant from consultant, Internal road, Horticulture and Solid waste Management Plan prior to commencement of work on site.
51. The applicant should submit HOC from Tree Authority (in case of no tree cutting), External SWD, external water supply & HOC from Electrical Service Provider for full potential of the plot prior to application for Commencement Certificate beyond plan.
52. The applicant shall develop RG areas and shall plant the required number of trees in the RG areas as per DCA and shall submit final HOC from the Tree Authority before applying for Occupancy Certificate.
53. The applicant should submit HOC from CFD for full potential of the plot prior to application for Commencement Certificate beyond plan.
54. The applicant shall comply with all the conditions as mentioned in HOC dt 23/04/2017 by Overseas Freight Corridor Corporation of India Ltd.
55. The applicant should obtain separate 7/77 extracts for A.G., DP Roads, DP reservations, amenities etc and submit the same to MMARDA.
56. Adequate arrangements for disposing the Solid Waste shall be made for the entire Project on regular basis.
57. That adequate arrangement for drainage of the Storm Water shall be made and flow of natural water courses shall not be disturbed at any time.
58. The applicant shall provide for all the necessary facilities for the handicapped as required of accessibility for the building in the layout.
59. The applicant shall construct the Sewerage Treatment Plant (STP) and shall be made operational before Occupation of the building.
60. The applicant shall sign the Memorandum of Understanding (MOU) with MMARDA as and when called upon by the MMARDA and pay the Infrastructural Development Charges (IDC) or any other charges as approved by MMARDA in future for lands falling within EGC boundary and as ensured by the letter in their understanding dated 15/11/2016.
61. Applicant shall submit HOC for Class-I land after requesting for CC above plan for building type A (Building 2), B (Building 4), A (Building 5) of Cluster-2.
62. Applicant shall keep the marginal open spaces for building type A (Building 2), B (Building 4), A (Building 5) of Cluster-2 permanently open and shall not use for any purposes.

63. The Registered undertaking cum Indemnity Bond shall be submitted for signing above conditions by applicant.

[Signature]
Planner,
Planning Division, MMARDA

Enclosure: Drawing No. 1/58 to 58/58 [Total No. 68].

Copy to,

✓ Shri S S Anand,
Director, M/E, Maritim Projects Pvt Ltd,
Arunal & Omkar Esquire, 5th Floor,
Usp Sion - Chumbhail Street,
Borivali, Mumbai-400 02

2. Architect Sandeep Prabhu,
501, Ishikya, Opp New Datta High School,
Ram Maruti Road, Thane (W) - 400 602

3. The Collector,
Collector Office, Thane. As required by 45 of MR & TP Act, 1956.

4. The Municipal Commissioner,
Mahan-Dombivli Municipal Corporation,
Sankarba Chowk, Kalyan (W) - 411 301. With reference to MMARDA letter no. 21/25/2016 dt 26/06/2016.



Annexure 'D'



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

Conditional Layout Approval Letter

No SROT/Growth Centre/2401/SP/
ITP-Layout/Usarghar-Sandap-01/ 6-70 /2018

Date: 29/04/2018

23 APR 2018

To,
Shri. S. S. Runwal,
Director, M/s. Horizon Projects Pvt Ltd.
Runwal & Omkar Esquare, 5th Floor
Opp Sion - Chunabhatti Signal,
Sion (E), Mumbai-400 022

Sub: Issuance of Conditional Layout Approval (LA) for the proposed Integrated Township Project on land bearing S. Nos. 17/1, 17/2, 17/3/A, 17/3/B, 17/4, 17/5, 36/1/A, 36/1/B, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 71/2, 71/3, 71/4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 93/Pl 103/6/A, 103/6/B, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14/B, 103/15, 103/16, 103/17, 103/18, 107/1, 107/2/A, 107/2/B, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 107/13, 107/14, 107/15, 107/16, 107/17, 107/18, 107/19, 107/20, 108/1, 108/2, 108/3, 109/Pl, 134/1, 134/2 of Village Usarghar, Taluka-Kalyan, Dist-Thane and S. No. 2, 2/Plt. of Village Sandap, Taluka-Kalyan, Dist-Thane in the proposed Growth Center at Kalyan.

- Ref: 1 Location Clearance (Conditional) issued by Urban Development Dept. Govt. of Maharashtra under No 1217/331/C.R-72/17/UD-12 Dt: 21/08/2017
2 Application of M/s. Horizon Projects Pvt. Ltd. dt. 30/01/2018, 02/11/2017, 18/01/2018, 17/09/2017, 10/04/2018, 12/04/2018
3 Letters of Architect Sandeep Prabhu (M/s. Saakaar Architects) dt. 09/04/2018, 02/04/2018, 06/04/2018, 02/04/2018, 07/04/2018, 20/03/2018, 13/04/2018, 16/04/2018, 16/04/2018

The Government of Maharashtra vide Notification dated.21.08.2017 at ref. no. (1) above has granted Conditional Locational Clearance to the 'Integrated Township Project' situated at Vill Usarghar & Sandap, Tal - Kalyan, Dist - Thane (situated within the SPA of Growth Centre at Kalyan) on land admeasuring approximately 52.835 Ha (Area considered for proposal is 46.44 Ha), w/s 44(2) of MR & TP Act, 1966 to you. Now, please refer to your above cited letter at ref no. (2) above, by which you have requested for permission of MMRDA for the Master Layout (area approx. 46.44 Ha.) of the proposed development of 'Integrated Township Project' on the land under reference.

The Metropolitan Commissioner hereby grant 'Conditional Approval' to the Master Layout as indicated on duly authenticated drawing nos. 3/3 (total 3 No of drawing sheet) which is enclosed herewith. The total gross plot area of the land w/r admeasures 52.835 Ha

Sub Regional Office : Mullipurpose Hall, 2nd Floor, Near Oswal Park, Pokharan Road No. 2, Majivada, Thane (West) - 400 601
Tel. : (022) 21712195 / 21712197 Fax : (022) 21712197 E-mail : sro.thane@mailmmrda.maharashtra.gov.in

(Area considered for proposal is 46.44 Ha). Details of Plot Area allotted for Mandatory Town Level Amenities for Integrated Township Project is as mentioned in the Table below.

Table: Details of Plot Area allotted for Mandatory Town Level Amenities for Integrated Township Project.

Sr. No	Description	Total Required Area (In sq.m)	Total Proposed Area (In sq.m)
1.	Spaces for Recreation:		
a.	Gardens & Parks	23,221.04	24,202.58
b.	Play Ground	34,831.55	46,257.36
2.	Spaces for Combined Schools (Primary Schools + Secondary School):	5,805.00	7925.91
3.	Community Health Care Facilities:	1,161.00	2,200.00
4.	Community Market:	2000.00	2,323.00
5.	Public Assembly Facilities (Town Hall and/or Auditorium including Library):	5000.00	8,025.72
6.	Economic Activities (Commercial Plot):	46440.00	46473.07
7.	Public Utilities:		
a.	Fire Brigade Station	3000.00	3000.00
b.	Sewage Waste management project (SWMP)	4000.00	4000.00
c.	Cremation Ground	2000.00	As per requirement
d.	Burial Ground	2000.00	
e.	Bus Station/Transport Hub	3000.00	3000.00
f.	Police Station	1000.00	1000.00
g.	Electric Sub-Station	As per requirement	
h.	Other Public Utilities	As per requirement	
i.	Public Parking Facilities	As per requirement	
j.	Solid Waste Management	As per requirement	

The Conditional Layout Approval (LA) to the Master Layout has been approved subject to the following conditions:

1. The Conditional Layout Approval supersedes MMRDA's earlier approvals and the applicant shall obtain amended Commencement Certificate in respect of earlier approved development from MMRDA;
2. The applicant shall obtain permission/approval for amalgamation/subdivision of lands, etc, as depicted in the accompanying drawing;
3. The applicant shall submit fresh amalgamated / separate 7/12 extract.
4. For any change and variation in the plans, prior approval of MMRDA shall be obtained;
5. The work of filling of low lying land, diverting nallas, laying sewer lines etc, if any, should not be done unless the due intimation is given to concerned Authority and their permission is obtained for proceeding with the work;
6. This permission / approval shall not entitle the applicant to build on land which is not in his ownership in any way;

7. MMRDA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of Applicant and his successors only. The applicant shall mean the Architect / land owner, POA holder etc. and their successors who have approached MMRDA for the approval. MMRDA shall stand indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of this letter;
8. All the conditions of conditional Locational Clearance dated 21/08/2017 granted by the Government of Maharashtra for the Integrated Township Project on the land under reference shall be binding on the applicant.
9. This Conditional Layout Approval Letter is liable to be revoked by the Metropolitan Commissioner MMRDA if:
 - a. The Integrated Township Project in respect of which Layout Approval is granted under this letter is not carried out or the user thereof is not in accordance with the provisions of Integrated Township Project;
 - b. Any of the conditions subject to which the Conditional Layout Approval Letter is granted or any of the restrictions imposed by the Metropolitan Commissioner, MMRDA is contravened or is not complied with partly or fully;
 - c. The Metropolitan Commissioner, MMRDA is satisfied that the Conditional Layout Approval Letter is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of the Integrated Township Project Notification as amended from time to time and relevant sections of the Maharashtra Regional & Town Planning Act 1966;
10. This Conditional Layout Approval Letter shall not be construed as development permission and separate application for Building Permission shall be made by you. This approval shall not be construed as authorization of any development carried out already in violation of any rules and regulation applicable;
11. This approval has been issued by considering the present available access to the plot as depicted on the Layout Plan submitted to MMRDA by Applicant/Architect for approval. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architect;
12. That the Water Supply shall be sourced / supplied with potable quality by developer at his cost. The norms of Recycling the water/ Rain water harvesting shall be applicable as prescribed by Government from time to time;

Page 171 of 188

13. That substation shall be constructed for supply of Electricity to the Project as per the Electricity Company's requirements;
14. That the Internal Roads, DP roads, Reservations, Amenities and Plots shall be demarcated by TILR/ SLR and should get it certified by MMRDA before development;
15. All the Amenities, Utilities, Facilities and the Road Network shall be fully developed by the Developer at his own cost as per the specifications given by the MMRDA. The amenities shall be in concurrence with the sanctioned provisions of DCR's for 27 Villages Notified Area published u/s 31(1) of MR & TP Act, 1966;
16. DP Reservations of Gardens (G40, G40-A, G7 & G3), Play Ground (PG4, PG1 & PG27), Parking Lot (PA1), Market (M1), Public Office & Staff Quarters and the DP roads located within the 'Integrated Township Project' shall be developed by the applicant and after the development shall be made available to the general public;
17. That the applicant shall develop RG areas and shall plant the required number of trees in the RG area as per the provisions of sanctioned DCR's for 27 Villages Notified Area before applying for Occupancy Certificate;
18. Those adequate arrangements for disposing the Solid Waste shall be made for the Entire Project on regular basis;
19. That the setback area if any and the DP Roads shall be duly constructed and handed over the Concerned Authorities before requesting for occupation permission or as directed by MMRDA;
20. The applicant shall install the Rain Water Harvesting System as per UOD's Notification No. TPB/432001/2133/CR-230/01/UD-11; Dt. 10/03/2005;
21. Regarding any disputes MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in larger public interest;
22. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, and shall submit the same to MMRDA;
23. The development shall be strictly as per the Notification no. TPS-1816/CR 368/15/20(4)/ UD-13, dated 26/12/2016 amended from time to time and the Development Control Regulations in force for the 27 Villages Notified Area of Kalyan and Ambernath Taluka;
24. The applicant shall submit the proposal for Commencement Certificate as per the Development Control Regulations in force for 27 Villages Notified Area of Kalyan and Ambernath Taluka and as per provisions laid down in Regulation No. 6 of Annexure 'B' of the Integrated Township Project Notification dated 26/12/2016 amended from time to time;

AMRDA

25. The applicant shall provide 9.00 m wide access to private, land locked and government lands which are within the said Project and also surrounded by the said Project at your cost;
26. The development shall be strictly as per the MOEF Notification dt. 19/02/1991 as amended up-to-date. The applicant shall comply with all the conditions as mentioned in Environmental clearance dt 13/02/2017 by State Level Environment Impact Assessment Authority. Applicant shall not carry out any development on lands for which Environmental Clearance is not obtained from the Competent Authority. Also, the conditions of Environmental Clearance dated 13/02/2017 are binding on the applicant. The applicant shall obtain Environmental Clearance for the additional GUA proposed in the said ITP before applying for commencement certificate to MMRDA;
27. The responsibility of authenticity of documents vests with the Applicant and his Licensed Architect. All the documents submitted /produced to MMRDA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect / Applicant / Developer;
28. The applicant shall get the entire land within the proposed project surveyed and get the internal roads and development plan roads, amenity areas, development plan reservations etc. demarcated from the TILR and accordingly submit a consolidated TILR map and get the same verified with approved plans, from the Lands & Estate Cell of MMRDA, prior to requesting for issuance of Occupancy Certificate;
29. In case any discrepancies are observed in the approved plans vis-à-vis the consolidated map issued by TILR which will affect the layout, buildings etc w.r.t to the requirements of DCRs or any conditions in the NOC's that are not submitted prior to this approval but are required to be or will be submitted subsequently (such as Railway, Highway, Electric Authorities for HT lines etc), the applicant will have to accordingly amend the lay-out, locations of buildings etc. and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly;
30. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the minimum internal lines of boundaries of the layout, consolidated TILR maps by survey of external boundaries for the proposed project, actual area in possession as per survey maps and the land area as per ownership documents;
31. The conditions of NOC dated 09/11/2017 from Water Resources Department shall be binding on the Applicant.

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32. The conditions of NOC dated 10.04.2017 from Chief Conservator of Forest, Forest Department, Government of Maharashtra shall be binding on the Applicant;
33. The conditions of NOC dated 22/05/2017 issued by Thasildar, Kalyan shall be binding on the Applicant;
34. The conditions of NOC dated 08/03/2018 issued by Collector, Thane shall be binding on the Applicant;
35. The conditions of NOC dt 09/06/2017 from Archaeological Survey of India shall be binding on the Applicant;
36. The conditions of NOC dt 22/05/2017 from Thasildar, Kalyan regarding Ownership, Non-Tribal & Non Government Land shall be binding on the Applicant.
37. The applicant shall keep the required setback distances in respect of set back from HT lines, if any;
38. The applicant shall co-operate with MMRDA officials/representative at all times of site visit and carry out instructions given;
39. The applicant shall abide by all the conditions of all the NOC's obtained/ will be obtained/ required to be obtained from the Competent Authorities for the proposed development on the land under reference;
40. The existing structures if any on land under reference shall be demolished before requesting Commencement Certificate;
41. Applicant shall submit NOC prior to application for building permission from respective Gram Panchayat mentioning that Cremation Ground & Burial Ground is available in the village
42. Applicant shall provide area for Electric Sub-Station as per requirements while applying for building permission;
43. Applicant shall provide the required plot area for 'Other Public utilities', as per the requirements prior to application for building permission;
44. Applicant shall provide Public Parking Facilities as per the norms of sanctioned DCR for 27 Villages of Kalyan and Ambernath Taluka while applying for building permission;
45. Applicant shall provide Solid Waste Management as per requirements while applying for building permission.
46. The ITP shall have access of 18.00 M. width or more width before requesting for the issuance of Occupancy Certificate for the 'Integrated Township Project' under reference;
47. The Applicant shall ensure adequate connectivity within their layout under reference;

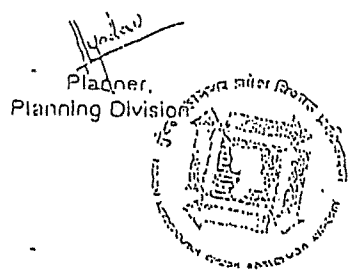
TRUE COPY

48. The applicant shall obtain prior approval from MMC before applying for commencement certificate to MMRDA;
49. As per the provision of Clause 6.1 (i) read with Clause 12.6 of the Notification dated 26/12/2016 for the development of 'Integrated Township Project', the applicant is required to submit the Bank Guarantee for the development of the basic infrastructure of the 'Integrated Township Project' under reference before requesting for the issuance of Commencement Certificate for the said 'Integrated Township Project';
50. The applicant shall obtain prior approval from Director, Town Planning, GoM for shifting and change of shape the DP reservations falling entirely within ITP before applying for commencement certificate to MMRDA;
51. That an undertaking cum Indemnity bond shall be submitted for abiding the above conditions;
52. The provisions of TPS shall be applicable to the applicant's ITP and the applicant shall pay the necessary applicable fees, charges, etc. to MMRDA, as and when made applicable by MMRDA under TPS as ensured by the applicant in their Undertaking dt. 15/11/2016.
53. The applicant shall obtain the Consent to establish from MPCB before applying for Commencement Certificate from MMRDA;
54. Applicant shall submit clarification from the Urban Development Dept. (UDD) regarding ownership dispute raised by Metropolitan Intrahousing Pvt. Ltd prior to application for building permission.
55. That an undertaking cum Indemnity bond shall be submitted for abiding the above conditions.

This Conditional Letter of Layout Approval Issues with the approval of Metropolitan Commissioner.

[Handwritten signature]

CA/02/16568



Enclosure. Layout drawings nos. J/3 (total 3 no of drawing sheet).

Copy to,
 ✓ Architect Sandeep Prabhu,
 501, Ishkripa, Opp New Girls High School,
 Ram Maruti Road, Thane (W) - 400 602.

2. The Collector,
 Collector Office, Thane..... As required u/s 45 of MR & TP Act, 1966.
3. The Municipal Commissioner,
 Kalyan-Dombivli Municipal Corporation,
 Shankarrao Chowk, Kalyan(W) - 421 301.....With reference to KDMC's letter
 No. 711, 57, 743/1997 & 92/1997 92, dated
 26/08/2016

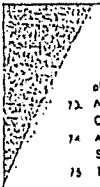


- Authorities for HT lines etc), the applicant will have to accordingly amend the layout, locations of buildings etc and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly;
38. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the minimum internal lines of boundaries of the layout, consolidated TLR maps by survey of external boundaries for the proposed project, actual area in possession as per survey by TLR and the land area as per ownership documents;
 39. The applicant shall comply with all the conditions as mentioned in letter dt 20/05/2013 and dt 17/11/2017 from MSEDCL and shall submit the Final NOC for electric supply from competent electric authorities for development prior to requesting for issuance of Occupancy certificate of buildings;
 40. The Applicant shall comply with all the conditions as mentioned in NOC dt 01/08/2014 from MDC, NOC for storm water drainage dt 21/11/2015 from KDMC and NOC for Sewerage dt 21/11/2015 from KDMC and shall submit the final NOC for Water supply, Storm water drainage, Sewerage and Electric supply, from competent authorities prior to requesting for issuance of Occupancy certificate of buildings;
 41. Sub-station shall be constructed for supply of Electricity to the proposed project as per the Electricity Company's requirements prior to Issuance of Occupancy Certificate;
 42. All the amenities, sites, facilities and the road network shall be fully developed by the developer at his own cost. The amenities shall be in concurrence with subsequent DCRs of 27 villages of Kalyan and Ambernath Taluka;
 43. Amenities, Play grounds, Gardens, Public Offices and staff quarters, Market, Parking lot reservations shall be handed over to the concerned authorities after development of building as specified by MMRDA along with the appurtenant land and shall be conveyed to respective Authorities;
 44. Occupancy Certificate will be granted only after satisfactory completion of all amenities and road network;
 45. Applicant shall obtain permissions under the provisions of other enactable statutes, wherever necessary, shall submit the same to MMRDA;
 46. Regarding any disputes, MMRDA shall stand indelivered, MMRDA reserves the right to modify or withdraw its approval in larger public interest;
 47. Applicant shall carry out the construction of all amenities parallel to construction of other buildings in the layout by obtaining CC from MMRDA;
 48. The applicant should submit details, design, planning etc. from respective consultants for fire safety certificate for parking arrangement and manoeuvrability, Internal SWD, Internal Water works & Rain water harvesting, Internal drainage works, Internal Mechanical & Electrical Structural design & plan showing the structural details for the proposed building, Detailed plan & design for Sewerage Treatment Plant from consultant, Internal road, Hierarchy and Solid waste Management Plan prior to Occupancy Certificate for building;
 49. The applicant should submit NOC from Teco-authority (in case of no tree cutting), External SWD, external water supply & NOC from Electrical Service Provider for full potential of the plot prior to application for Occupancy Certificate;
 50. The applicant shall comply with all the conditions as mentioned in CFD NOC dt 06/02/2018 by KDMC;
 51. The applicant shall comply with all the conditions as mentioned in NOC dt 21/04/2017 by Dedicated Freight Corridor Corporation of India Ltd.;
 52. The applicant should obtain separate 7/12 extracts for R.G., DP Roads, DP reservations; amenities etc. and submit the same to MMRDA;

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53. Adequate arrangements for disposing the Solid Waste shall be made for the entire Project on regular basis;
54. That adequate arrangement for drainage of the Storm Water shall be made and flow of natural water courses shall not be disturbed at any time;
55. The applicant shall provide for all the necessary facilities for the handicapped as required/ applicable for the buildings in the layout;
56. The applicant shall construct the Sewage Treatment Plant (STP) and shall be made operational before Occupation of the buildings;
57. The applicant shall sign the Memorandum of Understanding (MOU) with MMRDA as and when called upon by the MMRDA and pay the Infrastructural Development Charges (IDC) or any other charges as approved by MMRDA in future for lands falling within KGC boundary and as ensured by architect in their undertaking dated 15/11/2016;
58. The provisions of TPS shall be applicable to the applicant's ITP and the applicant shall pay the necessary applicable fees, charges, etc. to MMRDA, as and when made applicable by MMRDA under TPS as ensured by the applicant in their Undertaking dt 15/11/2016;
59. Applicant should comply with all the conditions as mentioned in NOC dt 06/03/2018 for Class-II land from Collector, Thane;
60. All the conditions of Locational Clearance dt 21/08/2017 granted by Govt. of Maharashtra for the Integrated Township Project on land under reference shall be binding on the applicant;
61. All the conditions of Conditional Letter Of Intent dt 23/04/2018 granted by MMRDA for the Integrated Township Project on land under reference shall be binding on the applicant;
62. All the conditions of Conditional Layout Approval dt 23/04/2018 granted by MMRDA for the Integrated Township Project on land under reference shall be binding on the applicant;
63. The development shall be strictly as per the CR No TPS, 1816/CR 368/15/20(4) UD-13, dated 26/12/2016 amended from time to time and the Development Control Regulations in force for the 27 Villages of Kalyan and Ambernath Taluka;
64. All the conditions of NOC dt 08/05/2017 from Archaeological Survey of India shall be binding on the Applicant;
65. All the conditions of NOC dt 22/05/2017 from Thoskar, Kalyan for Ownership, Non-Tribal & Non Government Land shall be binding on the Applicant;
66. All the conditions of NOC dt 08/11/2017 from Water Resources Department shall be binding on the Applicant;
67. All the conditions of NOC dt 10/04/2017 from Chief Conservator of Forests, Forest Department, Govt. of Maharashtra shall be binding on the Applicant;
68. The applicant shall abide by all the conditions of all the NOC's obtained/ will be obtained/ required to be obtained from the Competent Authorities for the proposed development on the land under reference;
69. The ITP shall have access of 18.00 M. width or more width before requesting for the Issuance of Occupancy Certificate for the 'Integrated Township Project' under reference;
70. DP Reservations of Gardens (G48, G48-A, G7 & G3), Play Ground (PC4, PG1 & PG27), Parking Lot (PA1), Market (M1), Public Office & Staff Quarters and the DP roads located within the 'Integrated Township Project' shall be developed by the applicant and after the development shall be handed over to the concerned authorities and made available to the general public;
71. Construction of 12 no's of buildings in cluster 4 is permissible up to building height of 70m to up to 20th floor and further construction shall be permissible only after submission of High Rise Committee (HRC) NOC for buildings having construction beyond 70m height;
72. Applicant shall amend the layout of Integrated Township Project and show the separate

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- plots for Cremation Ground & Burial Ground as per notification of ITP.
- 73. Applicant shall amend the layout of Integrated Township Proposal and show the plot for Other Public utilities as per notification of ITP.
- 74. Applicant shall amend the layout of Integrated Township Proposal and show the plot for Solid Waste Management as per notification of ITP.
- 75. That Registered undertaking cum Indemnity Bond shall be submitted for abiding above conditions by applicant.

[Signature]
 Planner,
 Planning Division

Enclosure: Drawing No. 1/1 to 1/51 (Total No. 51)

Copy to

✓ Shri. B. S. Runwal,
 Director, M/s. Horizon Projects Pvt Ltd,
 Runwal Omkar Esquare, 5th Floor,
 Opp Side - Chunarbhali Signal,
 Station (E), Mumbai - 400 022



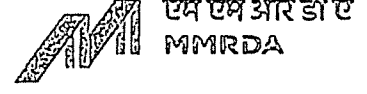
2. Architect Sandeep Prabhu,
 2nd floor, Nakhshtra, A wing,
 Near T.I.C., Alameda Road,
 Panchoptnadi,
 Thane (W) - 400 602

3. The Collector,
 Collector Office, Thane..... As required w/s 45 of MR & TP Act, 1968.

4. The Municipal Commissioner,
 Kalyan-Dombivli Municipal Corporation,
 Shantkrishna Chowk, Kalyan(W) - 421 301.....With reference to KDMC's letter
 No. 71, D. 421/1997/P/1/1001/92, dated
 28/01/2016.

Annexure 'E I'

Annexure 'E I'



No. SROT/Growth Centre/2401/BP/ITP-Usarghar & Sandap - 01/
CC/74/2020

Date: 03 FEB 2020

COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to Shri. S. S.Runwal, Director, M/s. Horizon Projects Pvt. Ltd., Runwal & Omkar Esquare, 5th Floor, Opp Slon - Chunabhatti Signal, Slon (E), Mumbai-400 022 for the Proposed Development: (As mentioned in table below) for the proposed Integrated Township Project on land bearing S. Nos. 17/1, 17/2, 17/3/A, 17/3/B, 17/4, 17/5, 19/1, 19/2, 19/3, 19/4, 20/3, 20/4, 20/5, 34/1, 36/1/A, 36/1/B, 37/1, 37/2, 38/1, 38/2, 38/3, 38/4, 70/9, 70/10, 70/11, 71/1, 71/2, 71/3, 71/4, 71/8, 91/1, 91/2, 91/3, 91/4, 91/5, 92/1, 92/2, 93(Pt), 103/2, 103/3, 103/4, 103/5, 103/6/A, 103/6/B, 103/7, 103/8, 103/9, 103/10, 103/11, 103/12, 103/13, 103/14/B, 103/15, 103/16, 103/17, 103/18, 106/2, 106/3, 107/1, 107/2A, 107/2B, 107/3, 107/4, 107/5, 107/6, 107/7, 107/8, 107/9, 107/10, 107/11, 107/12, 107/13, 107/14, 107/15, 107/16, 107/17, 107/18, 107/19, 107/20, 107/22, 107/23, 107/24, 107/25A, 107/25B, 107/26A, 107/26B, 108/1, 108/2, 108/3, 109(Pt), 134/1, 134/2, 134/3 of Village Usarghar, Taluka-Kalyan, Dist-Thane and S. No. 2, 21 (1) pt. of Village Sandap, Taluka-Kalyan, Dist-Thane for the total ITP plot area of 4,91,917.72 sq.m. (49.19 Ha.) with proposed BUA of 1,51,821.14 sq.m. (Sale Component) as against the total permissible built up area of 8,29,373.28 sq.m. (Including premium) (with Base FSI of 1.00 & Premium FSI of 0.70 (presently Premium FSI is not claimed)) and proportionate Social Housing component is 30,217.13 sqm. (against permissible Built up area of 55,620.29 Sq.m.) on basic Residential BUA of gross plot area as applicable for ITP as depicted on the drawing nos. 1/107 to 107/107. The Commencement Certificate is granted on the following conditions:

Indicating the details of building for which permission is hereby granted for Amended CC above plinth for proposed development of Residential Buildings in cluster 4 for the proposed Integrated Township Project for S.Nos Mentioned above				
Cluster No.	Type	Nos of Storey	Height In Meter	BUA area In sq.m.
Cluster 4	E1	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	6,021.73
	D2	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	5,745.86
	A3	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	6,324.78
	B4	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	5,231.07
	A5	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	6,307.47
	D6	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	5,712.30
	B7	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	5,201.26
	H8	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	4,939.05
	A9	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	6,307.24
	B10	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	5,231.24
	A11	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	6,315.26
	H12	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.90	4,973.62
Society Office			--	20.00
TOTAL BUA IN SQM				68,330.88

Mumbai Metropolitan Region Development Authority

Sub Regional Office : Multipurpose Hall, 2nd Floor, Near Oswal Park, Pokharan Road No. 2, Majlwada, Thane (W) - 400 601.
Tel. : (022) 21712195 / 21712197 Fax : (022) 21712197 E-mail : sro.thane@mmrda.maharashtra.gov.in

Indicating the details of building for which permission is hereby granted for Amended CC upto Plinth level only for proposed development of Residential Buildings in cluster 5 for the proposed Integrated Township Project for S.Nos Mentioned above				
Cluster No.	Type	Nos of Storey	Height in Meter	BUA area In sq.m.
Cluster 5	1	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	7,993.36
	2	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	8,853.57
	3	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	8,067.27
	4	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	7,993.36
	5	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	8,849.30
	6	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	8,067.27
	10	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	7,993.36
	11	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	8,849.30
	12	Lower Stilt + Upper Stilt + 1 st Podium + Stilt/Lobby + 1 st to 20 th upper floors	68.85	8,067.27
TOTAL BUA IN SQM				74,734.06

Indicating the details of building for which permission is hereby granted for Amended CC upto Plinth level only for proposed development of Educational Buildings for the proposed Integrated Township Project for S.Nos Mentioned above			
Building Type	Nos of Storey	Height in Meter	BUA area In sq.m.
Educational Building	Ground/Stilt + 1 st to 5 th Upper Floors	22.85	8,010.69
TOTAL BUA IN SQM			8,010.69

Indicating the details of building for which permission is hereby granted for CC upto Plinth level only for proposed development of Sport Complex in DP Reservation (PG1) for the proposed Integrated Township Project for S.Nos Mentioned above			
Building Type	Nos of Storey	Height in Meter	BUA area In sq.m.
Sport Complex	Basement + Ground + 1 st Upper Floor	07.95	745.51
TOTAL BUA IN SQM			745.51

Indicating the details of building for which permission is hereby granted for CC upto Plinth level only for proposed development of EWS buildings for the proposed Integrated Township Project for S.Nos Mentioned above				
Building Type	Type	Nos of Storey	Height in Meter	BUA area in sq.m.
EWS SOCIAL HOUSING	1	Stilt + 1 st to 7 th Upper Floor	22.45	2,689.67
	2	Stilt + 1 st to 7 th Upper Floor	22.45	2,689.67
	3	Stilt + 1 st to 7 th Upper Floor	22.45	2,689.67
	4	Stilt + 1 st to 7 th Upper Floor	22.45	2,377.01
	5	Stilt + 1 st to 6 th Upper Floor	19.70	2,065.95
TOTAL BUA IN SQM				12,511.97

Indicating the details of building for which permission is hereby granted for CC upto Plinth level only for proposed development of EWS buildings for the proposed Integrated Township Project for S.Nos Mentioned above				
Building Type	Type	Nos. of Storey	Height in Meter	BUA area In sq.m.
LIG SOCIAL HOUSING	4	Stilt + 1 st to 7 th Upper Floor	22.45	2,950.86
	5	Stilt + 1 st to 7 th Upper Floor	22.45	2,950.86
	6	Stilt + 1 st to 7 th Upper Floor	22.45	2,950.86
	7	Stilt + 1 st to 7 th Upper Floor	22.45	2,950.86
	8	Stilt + 1 st to 7 th Upper Floor	22.45	2,950.86
	9	Stilt + 1 st to 7 th Upper Floor	22.45	2,950.86
TOTAL BUA IN SQM				17,705.16

Viz:-

1. This permission/Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way;
2. This Certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if –
 - (a) The development works in respect of which permission is granted under this certificate is not carried out or the user 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 Metropolitan Commissioner, MMRDA is contravened or is not complied with;
 - (c) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966;
3. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
5. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved.
6. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
7. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
8. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to commencement of the construction.
9. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as CFO etc. obtained/will be obtained/required to be obtained from the competent authorities for the proposed development on the land under reference;
10. The applicant shall develop RG areas and shall plant the required number of trees and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
11. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19/7/2012;
12. The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TPB/432001/2133/CR-230/01/UD-11; Dt. 10/03/2005;
13. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06/01/2014 [in respect of preservation of documents mentioned at sr. no. (a) to (k) therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate;
14. The applicant shall pay the 'Building and Other Construction Labour Welfare Cess' to the Competent Authority and submit a copy of receipt to this office;
15. The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from Competent Authority and submit the same to

- MMRDA before applying for Occupancy Certificate for the buildings on the land under reference;
16. As soon as the development permission for the new construction is obtained, the owner/developer shall install 'Display Board' on a conspicuous place on-site indicating following details:
- Name and address of the owner/developer, architect and contractor;
 - Survey No./ City Survey No./ Ward No. of the land under reference, with description of its boundaries;
 - Order No. and date of grant of development permission issued by MMRDA;
 - F.S.I permitted;
 - Address where the copies of detailed approved plans shall be available for inspection;
17. A notice in the form of advertisement giving all the details mentioned in 16 above shall also be published in two widely circulated newspapers one of which should be in Marathi language;
18. The conditions of this certificate shall be binding not only on the applicant but also his/ her heirs, successors, executors, administrators and assignees and every person deriving title through or under him;
19. The provisions in the proposals which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not approved;
20. The applicant will not take up any development activity on the aforesaid property till the court matter pending, if any, in any court of law, relating to this property is settled;
21. Actual on site demarcation of the plot under reference is to be done through TILR by the owner prior to commencement of the construction on site;
22. This approval has been issued by considering the present available access to the plot as depicted on plans submitted to MMRDA by Applicant/Architect for approval. The responsibility of peaceful, uninterrupted, continuous access and any further dispute with regards to the access road to the plot under reference vests with the Applicant and his Licensed Architect;
23. The applicant shall permit the use of the internal access roads to provide access to an adjoining land;
24. 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 Certificate has been granted by MMRDA;
25. The Security Deposit shall be forfeited in case of non compliance/breach of any conditions of Regulations/Commencement Certificate or any other directions issued by MMRDA. The Security Deposit would be refunded without any interest only after satisfactory compliance to the various conditions stipulated in the development permission are made by the applicant
26. तहसिलदार, कल्याण यांच्या दिनांक 22/05/2016 मध्ये नमूद केल्याप्रमाणे, शासन निर्णय दिनांक 22/01/2016 मधील निर्देशानुसार महाराष्ट्र जमीन महसूल संहिता, 1966 चे कलम 42 अ (1) (अ) व (ब) च्या अनुषंगाने ज्या कोणत्याही व्यक्तीला जमिनीच्या वापरामधील बदलास परवानगी देण्यात आली असेल, त्याने असा वापरातील बदल सुरु केल्यापासून 30 दिवसांच्या आत या कार्यालयास लेखी कळविणे बंधनकारक आहे. तद्वर कलम 47 अ मध्ये नमूद केलेल्या दराप्रमाणे रुपांतरण करावा आणि त्यावद्दल अकृषिक आकारणीचा भरणा करणे आवश्यक असून असा भरणा केल्यावर 30 दिवसांच्या कालावधीत सनद घेणे अनिवार्य आहे.
27. तहसिलदार, कल्याण यांच्या दिनांक 22/05/2016 मध्ये नमूद केल्यानुसार, विषयांकीत मिळकतीबाबतचे कोणतेही अभिलेख अथवा फेरफार हे कोणत्याही सक्षम न्यायालयाने रद्द केल्यास सदरची विनिश्चिती आपोआप रद्द झाले, असे समजणेत येईल, व त्याकरीता कोणतेही स्वतंत्र आदेश काढणेची आवश्यकता राहणार नाही;
28. The applicant shall comply all the conditions as mentioned in letter dated 22/05/2016 from Tehsildar, Kalyan;
29. The Development shall be strictly as per the stringent provisions between Draft DCR for 27 villages of Kalyan and Ambernath Taluka published u/s 26(1) & submitted to the Govt. u/s 30(1) of MR & TP Act,

1966 and sanctioned DCR for 27 villages of Kalyan and Ambernath Taluka published u/s 31(1) of MR & TP Act, 1966;

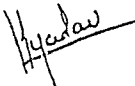
30. The responsibility of authenticity of documents vests with the Applicant and his Licensed Architect. All the documents submitted/produced to MMRDA shall be considered to be authentic on the basis of the undertakings given by the Licensed Architect/Applicant/Developer;
31. MMRDA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of Applicant and his successors only. The applicant shall mean the Architect/land owner/POA holder etc and their successors who have approached MMRDA for the approval. MMRDA shall stand indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of this Commencement Certificate;
32. Neither the granting of this permission nor the approval of the drawings and specifications, nor the inspection, made by the officials during the development shall in any way relieve Owner/Architect/Structural Engineer/Developer of such Development from full responsibility for carrying out the work in accordance with the requirements of all applicable Acts/Rules/Regulations. That the conditions laid in this Commencement Certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving through or under him;
33. The development shall be strictly as per the MOEF Notification dt. 19/02/1991 as amended up-to-date. The applicant shall comply with all the conditions as mentioned in Environmental Clearance dt. 13/02/2017 by State Level Environment Impact Assessment Authority. Applicant shall not carry out any development on lands for which Environmental Clearance is not obtained from the Competent Authority. Also, the conditions of Environmental Clearance dated 13/02/2017 are binding on the applicant;
34. Applicant shall comply with all the conditions mentioned in NOC from MPCB;
35. Applicant shall submit NOC from MPCB to MMRDA prior to construction of EWS & LIG Buildings;
36. Applicant shall submit Consent for Establishment from MPCB before requesting for occupancy certificate to buildings in ITP;
37. The applicant shall get the entire land within the proposed project surveyed and get the internal roads and development plans roads, amenity areas, development plan reservations etc. demarcated from the TILR and accordingly submit a consolidated TILR map and get the same verified with approved plans, from the Lands & Estate Cell of MMRDA, prior to requesting for issuance of Occupancy certificate of buildings;
38. In case any discrepancies are observed in the approved plans vis-à-vis the consolidated map issued by TILR which will affect the layout, buildings etc w.r.t to the requirements of DCRs or any conditions in the NOC's that are not submitted prior to this approval but are required to be or will be submitted subsequently (such as Railway, Highway, Electric Authorities for HT lines etc), the applicant will have to accordingly amend the lay-out, locations of buildings etc and obtain fresh Commencement Certificate for the same from MMRDA and only then proceed with construction accordingly;
39. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the minimum internal lines of boundaries of the layout, consolidated TILR maps by survey of external boundaries for the proposed project, actual area in possession as per survey by TILR and the land area as per ownership documents;
40. The applicant shall comply with all the conditions as mentioned in letter dt. 30/05/2013 and dt. 17/11/2017 from MSEDCL and shall submit the Final NOC for electric supply from competent electric authorities for development prior to requesting for issuance of Occupancy certificate of

buildings;

41. The Applicant shall comply with all the conditions as mentioned in NOC for water dt. 04/08/2014 from MIDC, NOC for storm water drainage dt. 21/11/2015 from KDMC and NOC for Sewerage dt. 21/11/2015 from KDMC and shall submit the final NOC for Water supply, Storm water drainage, Sewerage and Electric supply from competent authorities prior to requesting for Issuance of Occupancy certificate of buildings;
42. Sub-Station shall be constructed for supply of Electricity to the proposed project as per the Electricity Company's requirements prior to Issuance of Occupancy Certificate;
43. All the amenities, utilities, facilities and the road network shall be fully developed by the developer at his own cost. The amenities shall be in concurrence with stringent DCRs of 27 villages of Kalyan and Ambernath Taluka;
44. Amenities, Play grounds, Gardens, Public Offices and staff quarters, Market, Parking lot, school reservations shall be handed over to the concerned authorities after development of building as specified by MMRDA along with the appurtenant land and shall be conveyed to respective Authorities;
45. Occupancy Certificate will be granted only after satisfactory completion of all amenities and road network;
46. Applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, shall submit the same to MMRDA;
47. Regarding any disputes, MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in larger public interest;
48. Applicant shall carry out the construction of all amenities parallel to construction of other buildings in the layout by obtaining CC from MMRDA;
49. The applicant should submit remarks, design, planning etc. from respective consultants for Third party certification for parking arrangement and maneuverability, Internal SWD, Internal Water works & Rain water harvesting, Internal drainage works, Internal Mechanical & Electrical, Structural design & plan showing the structural details for the proposed building, Detailed plan & design for Sewerage Treatment Plant from consultant, Internal road, Horticulture and Solid waste Management Plan prior to Occupancy Certificate for building;
50. The applicant should submit NOC from Tree-authority (In case of no tree cutting), External SWD, external water supply & NOC from Electrical Service Provider for full potential of the plot prior to application for Occupancy Certificate;
51. The applicant shall comply with all the conditions as mentioned in CFO NOC dt. 06/02/2018 by KDMC;
52. The applicant should submit NOC from CFO for full potential of the plot prior to application for Commencement Certificate above plinth for Buildings in Cluster 05, Educational Building, EWS Buildings, LIG Buildings & Sports Complex;
53. The applicant should submit Final NOC from CFO for full potential of the plot prior to application for Occupancy certificate for Buildings in Cluster 04;
54. The applicant shall comply with all the conditions mentioned in NOC dt 21/04/2017 Dedicated Freight Corridor Corporation of India Ltd and also applicant should ensure to maintain connectivity within layout;
55. The applicant should obtain separate 7/12 extracts for R.G., DP Roads, DP reservations; amenities etc. and submit the same to MMRDA;
56. Adequate arrangements for disposing the Solid Waste shall be made for the entire Project on regular basis;
57. That adequate arrangement for drainage of the Storm Water shall be made and flow of natural water

- courses shall not be disturbed at any time;
58. The applicant shall provide for all the necessary facilities for the handicapped as required/ applicable for the buildings in the layout;
 59. The applicant shall construct the Sewage Treatment Plant (STP) and shall be made operational before Occupation of the buildings;
 60. The applicant shall sign the Memorandum of Understanding (MOU) with MMRDA as and when called upon by the MMRDA and pay the Infrastructural Development Charges (IDC) or any other charges as approved by MMRDA in future for lands falling within KGC boundary and as ensured by architect in their undertaking dated 15/11/2016;
 61. The provisions of TPS shall be applicable to the applicant's ITP and the applicant shall pay the necessary applicable fees, charges, etc. to MMRDA, as and when made applicable by MMRDA under TPS as ensured by the applicant in their Undertaking dt. 15/11/2016;
 62. Applicant should comply with all the conditions as mentioned in NOC dt. 08/03/2018 for Class-II land from Collector, Thane;
 63. All the conditions of Locational Clearance dt. 21/08/2017 granted by Govt. of Maharashtra for the Integrated Township Project on land under reference shall be binding on the applicant;
 64. All the conditions of Conditional Letter Of Intent dt. 23/04/2018 granted by MMRDA for the Integrated Township Project on land under reference shall be binding on the applicant;
 65. All the conditions of Conditional Layout Approval dt. 23/04/2018 granted by MMRDA for the Integrated Township Project on land under reference shall be binding on the applicant;
 66. The development shall be strictly as per the ITP notification dt. 08/03/2019 amended from time to time and the Development Control Regulations in force for the 27 Villages of Kalyan and Ambernath Taluka;
 67. All the conditions of NOC dt. 09/06/2017 from Archaeological Survey of India shall be binding on the Applicant;
 68. All the conditions of NOC dt. 22/05/2017 from Thasildar, Kalyan for Ownership, Non-Tribal & Non Government land shall be binding on the Applicant;
 69. All the conditions of NOC dt. 08/11/2017 from Water Resources Department shall be binding on the Applicant;
 70. All the conditions of NOC dt. 10/04/2017 from Chief Conservator of Forest, Forest Department, Govt. of Maharashtra shall be binding on the Applicant;
 71. The applicant shall abide by all the conditions of all the NOC's obtained/ will be obtained/ required to be obtained from the Competent Authorities for the proposed development on the land under reference;
 72. The ITP shall have access of 18.00 M. width or more width before requesting for the Issuance of Occupancy Certificate for the 'Integrated Township Project' under reference;
 73. DP Reservations of Gardens (G48, G48-A, G7 & G3), Play Ground (PG4, PG1 & PG27), Parking Lot (PA1), Market (M1) and Public Office & Staff Quarters, School (SC-2) and the DP roads located within the 'Integrated Township Project' shall be developed by the applicant as per requirement of competent authority and after the development shall be handed over to competent authority;
 74. Development of Sport Complex in DP Reservation (PG1) in the proposed Integrated Township Project shall be developed by the developer and handover to MMRDA/Competent Authority free of cost;
 75. The applicant shall obtain prior Approval/NOC for MMC before start of any construction of structures/buildings surrounded by MMC as shown in layout plan;
 76. If there is any change in alignment of MMC, then it will be binding on applicant to obtain revised

- Approval/NOC for MMC and accordingly amend the layout;
77. All the NOC's and documents submitted by the applicant for the subject ITP shall be binding on the applicant;
 78. All the conditions in Locational Clearance, Letter of Intent and Layout approval for the said ITP shall be binding on the applicant;
 79. That Registered undertaking cum Indemnity Bond shall be submitted for abiding above conditions by applicant.


(Siddarth S Yadav)
Planner
Planning Division

Enclosure: Drawing No. 1/107 to 107/107 (Total No. 107).

Copy to,

1. Shri. Sandeep. S.Runwal,
Director, M/s. Horizon Projects Pvt Ltd,
Runwal & Omkar Esquare, Sth Floor,
Opp Slon – Chunabhatti Signal,
Slon (E), Mumbai-400 022



2. Architect Sandeep Prabhu,
2nd floor, Nakshatra, A wing,
Near TMC, Almeida Road, Panchpakhadi,
Thane (W) – 400 602

3. The Collector,
Collector Office, Thane..... As required u/s 45 of MR & TP Act, 1966.

4. The Municipal Commissioner,
Kalyan-Dombivli Municipal Corporation,
Shankarrao Chowk, Kalyan(W) – 421 301.....With reference to KDMC's letter
No.जा.क्र.कडोंमपा/इ'प्रले/कार92 ,dated
26/08/2016.

