

OB) Mohanlal Shw

adani
Realty

 MARATHON

Dated this 20th Day of June 2018

Swayam Realtors & Traders LLP
...Developer

AND

Sharmila Ravindra Angara

Niraj Ravindra Angara

Ravindra Poonamchand Angara

...Purchaser

Agreement for sale

In respect of

BLDG. TITLS UNIT NO. A2004


Monte South

The New Phase of South Mumbai

Advocate

Wadia Ghandy & Co.

Advocate, Solicitors & Notary

N M Wadia Building, 123,

Mahatma Gandhi Road,

Mumbai - 400001, India.

9.16
9.31

Swayam Realtors & Traders LLP

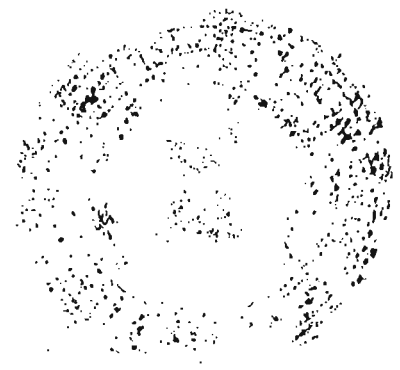
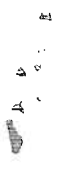
A joint venture by Adani Realty & Marathon Group

Regd Address - Marathon Futurex,

N M Joshi Marg, Lower Parel - 400013,

Mumbai, India.

Tel: 022 33673474



Summary-2(दस्त गोषवारा भाग - २)

वय:35

पता:बी. 22 नवयुग निवास लॅमिंग्टन रोड ग्रांट रोड मुंबई
पिन कोड:400007

स्वाक्षरी
Parey

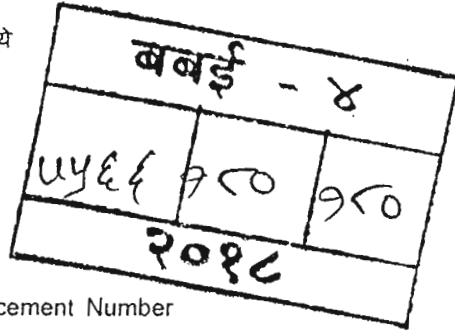


शिकका क्र.4 ची वेळ:10 / 07 / 2018 12 : 56 : 44 PM

शिकका क्र.5 ची वेळ:10 / 07 / 2018 12 : 57 : 10 PM नोंदणी पुस्तक 1 मध्ये

दुय्यम विभागाक, मुंबई-4

EPayment Details.



sr.	Epayment Number	Defacement Number
1	090720188207	090720188207D
2	090720188169	090720188169D
3	MH002307946201819R	0001980394201819

7566 /2018

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2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com



संसाधित कागदीत घेते की
दस्तावेजी एकूण १८० पाने आहेत.
पुस्तक क्रमांक-१, बबई २१, ७८६६/२०१८
नोंदणीत.
दिनांक १०/०७/२०१८

सह. दुय्यम विभागाक येणी २ मुंबई शहर क्र. ४.



10/07/2018 1 12:38 PM

दस्त क्रमांक :बबई4/7566/2018

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:शर्मिला रवींद्र अंगारा पत्ता:49, 5 वा मजला, 364,सिगरेटवाला बिल्डिंग, मुंबई, एस.वी.पी. रोड, गिरगाव,मुंबई-400004 , आंबेवाडी (उंबाई), MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर:AAAPA8209M	लिहून घेणार वय :-50 स्वाक्षरी:-		
2	नाव:नीरज रवींद्र अंगारा पत्ता:प्लॉट नं: 49, माळा नं: 5 वा मजला, इमारतीचे नाव: 364,सिगरेटवाला बिल्डिंग, ब्लॉक नं: मुंबई, रोड नं: एस.वी.पी. रोड, गिरगाव,मुंबई-400004 , महाराष्ट्र, MUMBAI. पॅन नंबर:AQLPA5010H	लिहून घेणार वय :-26 स्वाक्षरी:-		
3	नाव:रवींद्र पूनमचंद अंगारा पत्ता:प्लॉट नं: 49, माळा नं: 5 वा मजला, इमारतीचे नाव: 364,सिगरेटवाला बिल्डिंग, ब्लॉक नं: मुंबई , रोड नं: एस.वी.पी. रोड, गिरगाव,मुंबई-400004 , महाराष्ट्र, MUMBAI. पॅन नंबर:ADGPA1478F	लिहून घेणार वय :-52 स्वाक्षरी:-		
4	नाव:स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने अधिकृत व्यक्ती/मॅनेजर श्री के.एस.राघवन यांच्यावतीने कुलमूखात्यार म्हणून रागिनी शाह पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरेथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पॅन नंबर:ACEFS2816A	लिहून देणार वय :-27 स्वाक्षरी:-		
5	नाव:स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने अधिकृत व्यक्ती/मॅनेजर श्री देवांग डी. दोशी यांच्यावतीने कुलमूखात्यार म्हणून रागिनी शाह पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरेथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पॅन नंबर:ACEFS2816A	लिहून देणार वय :-27 स्वाक्षरी:-		

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

शिकका क्र.3 ची वेळ:10 / 07 / 2018 12 : 54 : 27 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:जितेंद्र सखाराम पवार वय:43 पत्ता:७०२ ७ वा मजला,मॅरेथॉन फ्युचरेक्स ब्लॉक नं: ४ यांशा शिवाय पश्चिम,मुंबई-४०००८० पिन कोड:400080		
2	नाव:परिनय . खंडेलवार		



508/7566

पावती

Original/Duplicate

Tuesday, July 10, 2018

नोंदणी क्र.: 39M

1:02 PM

Regn.: 39M

पावती क्र.: 8139

दिनांक: 10/07/2018

गावाचे नाव: भायखळा

दस्तऐवजाचा अनुक्रमांक: बबई-4-7566-2018

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: शर्मिला रवींद्र अंगारा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3600.00

पृष्ठांची संख्या: 180

एकूण:

रु. 33600.00

DELIVERED

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

1:11 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-4

बाजार मूल्य: रु.25068211.938 /-

मोबदला रु.37236200/- ✓

भरलेले मुद्रांक शुल्क : रु. 1861900/-

सह. दु. निबंधक वर्ग - २

मुंबई नगर क्र. ४

DELIVERED

1) देयकाचा प्रकार: DHC रक्कम: रु.16000/-

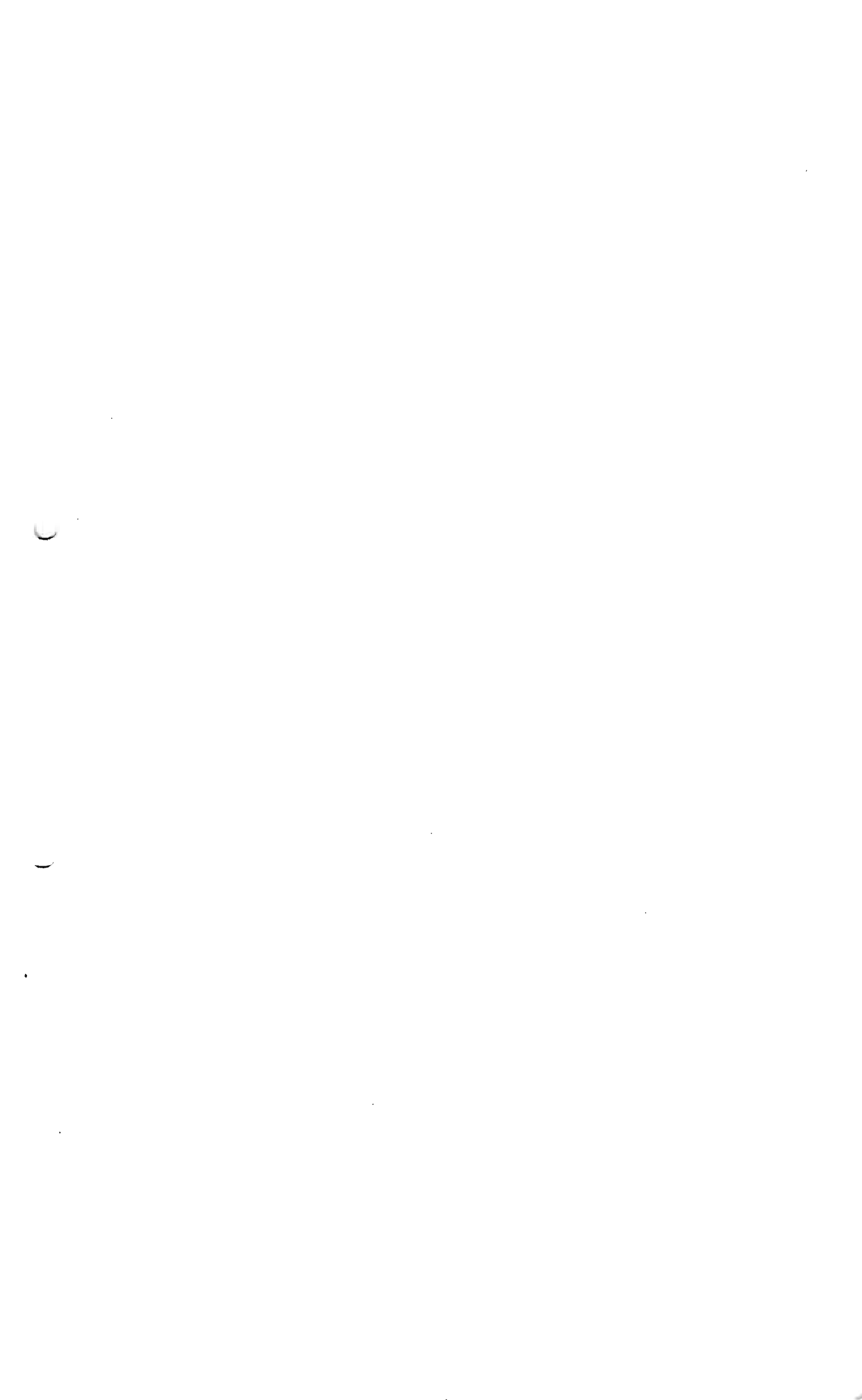
डीडी/धनादेश/पे ऑर्डर क्रमांक: 090720188207 दिनांक: 10/07/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002307946201819R दिनांक: 10/07/2018

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



Summary1 (GoshwaraBhag-1)

508/7566

मंगळवार, 10 जुलै 2018 1:02 म.नं.

दस्त गोषवारा भाग-1

बबई4 945/950

दस्त क्रमांक: 7566/2018

दस्त क्रमांक: बबई4 /7566/2018

बाजार मूल्य: रु. 2,50,68,212/-

मोबदला: रु. 3,72,36,200/-

भरलेले मुद्रांक शुल्क: रु.18,61,900/-

दु. नि. सह. दु. नि. बबई4 यांचे कार्यालयात

पावती:8139

पावती दिनांक: 10/07/2018

अ. क्र. 7566 वर दि.10-07-2018

सादरकरणाराचे नाव: शर्मिला रवींद्र अंगारा

रोजी 12:50 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3600.00

पृष्ठांची संख्या: 180

Sharmila R. Angara

दस्त हजर करणाऱ्याची सही:

एकुण: 33600.00

सह दुय्यम निबंधक, मुंबई-4

सह दुय्यम निबंधक, मुंबई-4

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 10 / 07 / 2018 12 : 50 : 04 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 10 / 07 / 2018 12 : 51 : 48 PM ची वेळ: (फी)

प्रतिज्ञापत्र

दस्तऐवज नोंदणी करणारा १९७७ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस
स्वीकार केलेला आहे. याद्वारे नोंदणी करणारा व्यक्ती भाषीदार व
सोबत जोडलेल्या कागदपत्रांची संपूर्ण प्रत तपासून त्याची सत्यता, वैधता
काम्यदेशीर धार्मिकता इत्यादी तपासून घेतली जाईल असे नोंदणी अधिकारी तक्रारीत.

Ragini Shah
लिहून देणारे

Sharmila R. Angara
लिहून घेणारे

Ragini Shah

Sharmila R. Angara



1

2



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 090720188207

Date 10/07/2018

Received from SHARMILA RAVINDRA ANGARA, Mobile number 9819577422, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED

₹ 1600

DEFACED

Payment Details

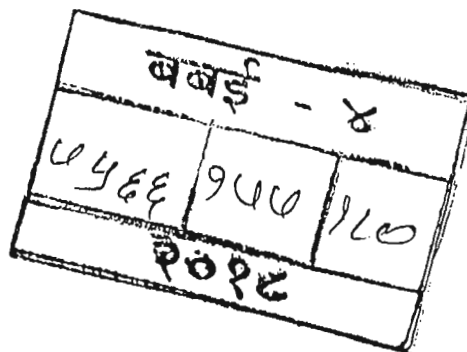
Bank Name sbiepay

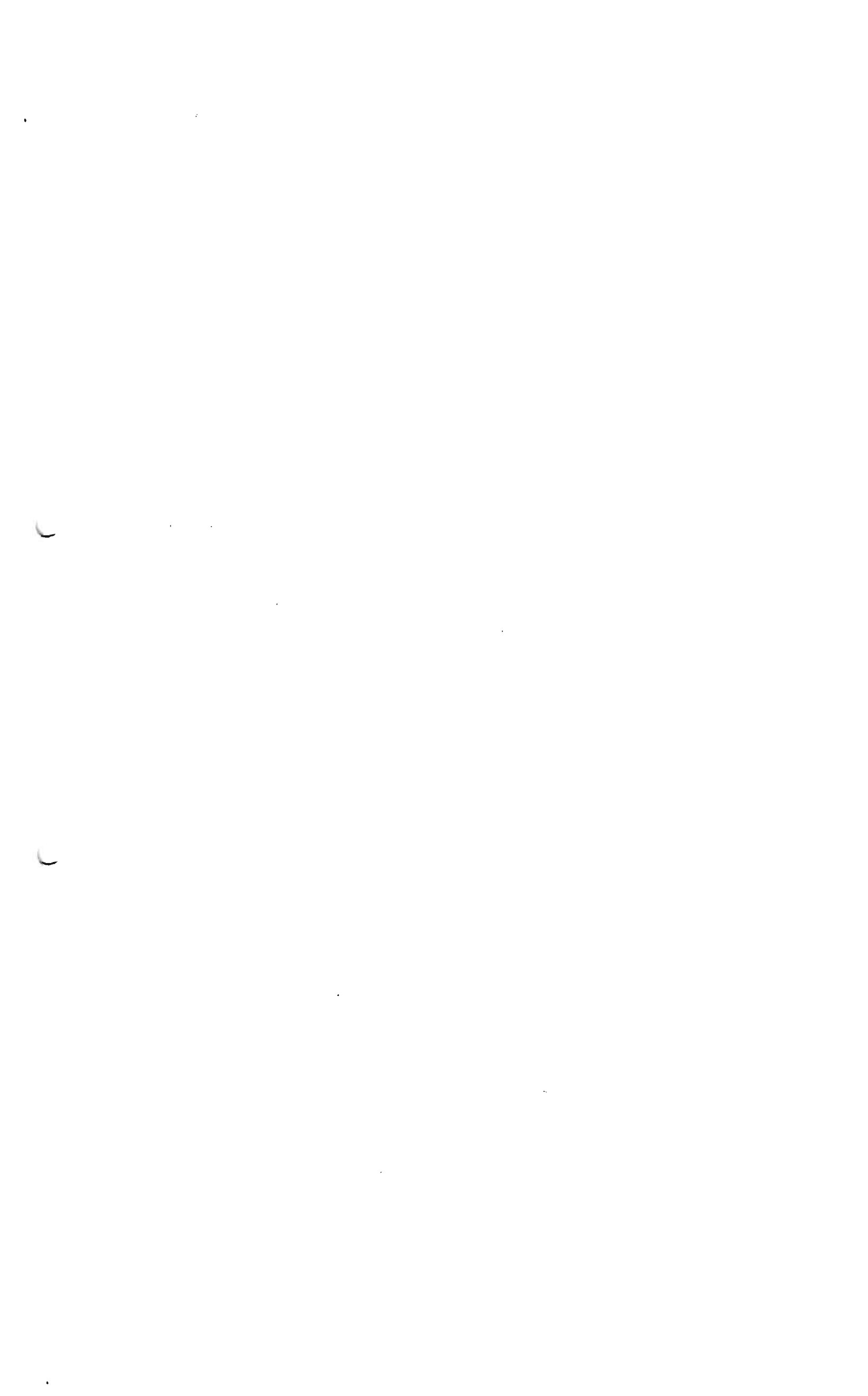
Date 09/07/2018

Bank CIN 10004152018070906965

REF No. 201819079877005

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





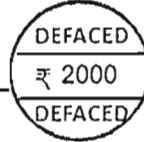


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	090720188250	Date	10/07/2018
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Received from AVINASH MAHENDRA ANGARA, Mobile number 9819577422, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.



Payment Details

Bank Name	sblepay	Date	09/07/2018
Bank CIN	10004152018070907001	REF No.	201819079651537

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



बवई - ४
७५९९१०९७६०
२०१८

1

2

Data of Bank Receipt for GRN MH002307946201819R
Bank - IDBI BANK

Bank/Branch :
 Pmt Txn Id : 168831817 Simple Receipt
 Pmt DtTime : 04/06/2018 18:57:30 Print DtTime :
 ChallanIdNo : 69103332018060451449 GRAS GRN : MH002307946201819R
 District : 7101 / MUMBAI GRN Date : 04/06/2018 18:57:30
 Office Name : IGR183 / BOM2_JT SUB REGISTRA MUMBAI CITY 2

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
 StDuty Amt : Rs 18,61,900.00/- (Rs Eighteen Lakh Sixty One Thousand Nine Hundred Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification not to be printed and used

Article : A25
 Prop Mvblty : Immovable Consideration : 3,72,36,200.00/-
 Prop Descr : FLAT NO A2004TITLIS MONTESOUTH KHATAUMILL COMPOUND , NEAR FIREBRIGADE BYCULLAWEST MUMBAI
 : Maharashtra
 : 400008
 Duty Payer : PAN-AAAPA8209M SHARMILA RAVINDRA ANGARA AND ORS
 Other Party : PAN-ACEFS2816A SWAYAM REALTORS AND TRADERS LLP

Bank Serial No : 100
 Bank Date : 05/06/2018
 RB Credit Date : 05/06/2018
 Mobile Number : 919820418510
₹ 1891900.00
 DEFACED

Challan Defaced Details

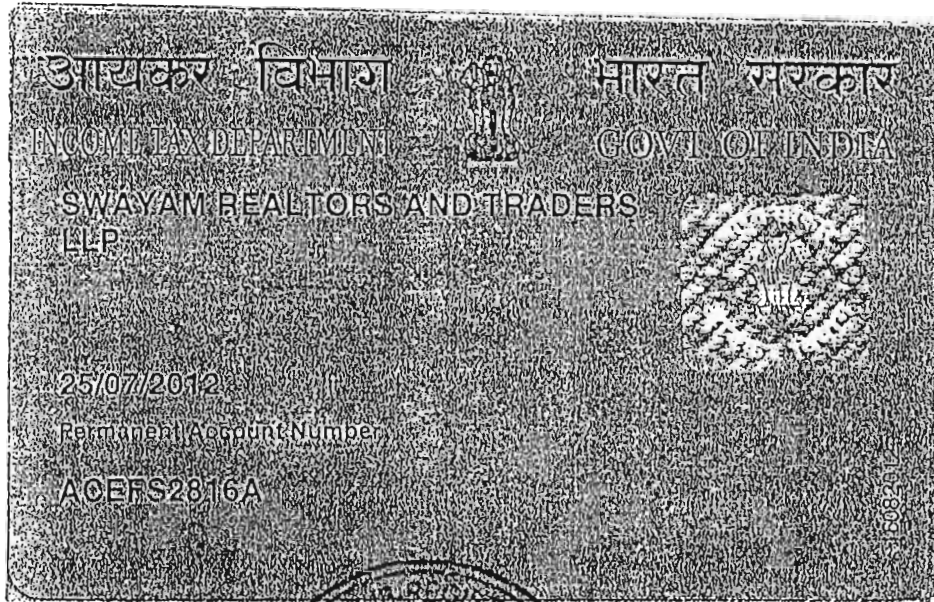
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-508-7566	0001980394201819	10/07/2018-13:03:30	IGR549	30000.00
2	(IS)-508-7566	0001980394201819	10/07/2018-13:03:30	IGR549	1861900.00
Total Defacement Amount					18,91,900.00

S.R.A
 Ragini Shah
 Ragini Shah



बवई - ४
 ०५६६ ९०५ ९१०
 २०१८

२०१८
 २ - १००



702, Marathon Max, Junction of Mulund
Goregaon Link Road, LBS Road
Mulund (W), Mumbai - 80



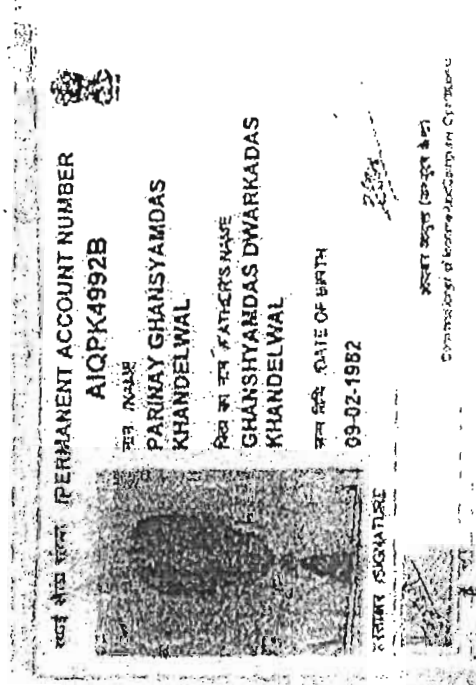
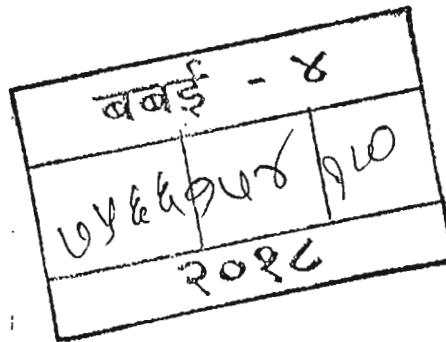
JITENDRA PAWAR

Dept : ADMINISTRATION

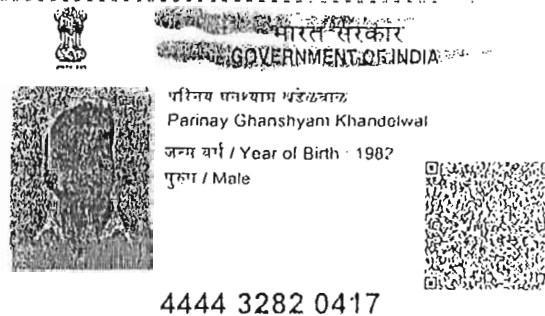
Emp. No : J00002

D.O.J. : 04-02-1991

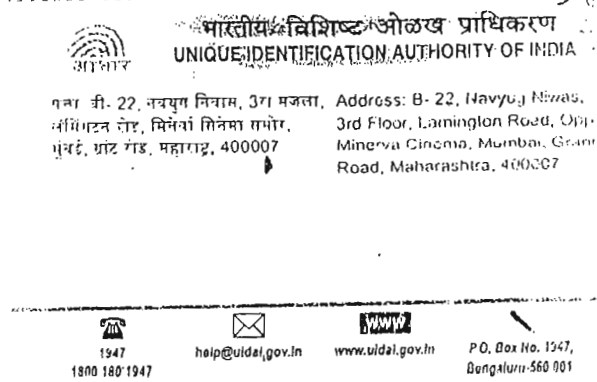
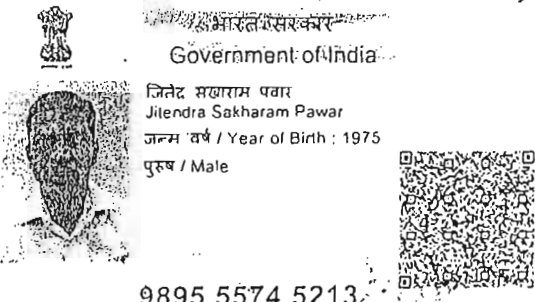
J.P.
Authorised Signatory



JITENDRAS PAWAR
SAKHARAM DHONDU PAWAR
26/03/1975
Permanent Account Number
AJPPP9846B



आधार - सामान्य माणसाचा अधिकार



आधार - सामान्य माणसाचा अधिकार

PERMANENT ACCOUNT NUMBER
AAAPR8200M

NAME / नाम
SHARMILA RAVINDRAKUMAR ANGARA

FATHER'S NAME / पिता का नाम
JAWAHARMAJI JAIN

DATE OF BIRTH / जन्म तिथि
15-01-1968

SIGNATURE / हस्ताक्षर

SHARMILA R. Angara

DIRECTOR OF INCOME TAX (SYSTEMS)

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
Government of India

शर्मिला रवींद्र अंगरा
Sharmila Ravindra Angara
जन्म तारीख / DOB : 15/01/1968
स्त्री / Female

2524 9622 0299

आधार - सामान्य माणसाचा अधिकार

Sharmila A. Angara

आयकर विभाग
INCOME TAX DEPARTMENT
NIRAJ RANGARA

भारत सरकार
GOVT OF INDIA

RAVINDRA POONAMCHAND ANGARA

19/08/1991

पुरुष / Male

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
Government of India

नीराज रवींद्र अंगरा
Niraj Ravindra Angara
जन्म तारीख / DOB : 19/08/1991
पुरुष / Male

6842 1354 4429

आधार - सामान्य माणसाचा अधिकार

(Handwritten signature)

आयकर विभाग
INCOME TAX DEPARTMENT
RAVINDRA RANGARA

भारत सरकार
GOVT OF INDIA

POONAMCHAND MAWAJI ANGARA

15/01/1966

Permanent Account Number
ADGPA1478F

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
Government of India

रवींद्र पुनमचंद अंगरा
Ravindra Poonamchand Angara
जन्म तारीख / DOB : 15/01/1966
पुरुष / Male

8163 0651 3351

आधार - सामान्य माणसाचा अधिकार



(Handwritten signature)

बबई - ४		
0466	943	960

9 नाव:विद्याम - बाणी
पत्ता:प्लॉट नं: -, माळा नं: -, इमागतीचे नाव: मॅरथॉन
फ्युचरकस, ब्लॉक नं: लोअर परेख, रोड नं: एन.एम.जोशी
मार्ग,लोअर परेख,मुंबई-400013, महाराष्ट्र, मुम्बई.
पिन नंबर:AAYPW5803B

पाँवर ऑफ अटॉर्नी
होल्डर
वय :-35
स्वाक्षरी:-



वरील दस्तावेज करून देणार तय्यारकीत कुलमुखत्यारपत्र चा दस्त पेवज करून दिव्याचे कयुल करतात.
शिक्का क्र.3 ची वेळ:30 / 11 / 2017 01 : 33 : 14 PM

ओळख:-

खालील इनाम असे निवेदीत करतात की ते दस्तावेज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव:दिपक सुभाष घाग
वय:30
पत्ता:७०२ ७ वा मजला,मॅरथॉन मॅक्स,मुलुंड गोरगांव लिंक रोड,मुलुंड-
पश्चिम,मुंबई-४०००८०
पिन कोड:400080

स्वाक्षरी

Di. Ghag

द्रायाचित्र



अंगठ्याचा टमा



2 नाव:जितेंद्र सखागम पवार
वय:42
पत्ता:७०२ ७ वा मजला,मॅरथॉन मॅक्स,मुलुंड गोरगांव लिंक रोड,मुलुंड-
पश्चिम,मुंबई-४०००८०
पिन कोड:400080

स्वाक्षरी

Jitendra Pawar



शिक्का क्र.4 ची वेळ:30 / 11 / 2017 01 : 34 : 22 PM

शिक्का क्र.5 ची वेळ:30 / 11 / 2017 01 : 34 : 37 PM नोंदणी पुस्तक 4 मध्ये

मह दुय्यम निव्वधिक, मुंबई-4

EPayment Details.

sr. Epayment Number
1 MH007668509201718R

Defacement Number
0004314528201718



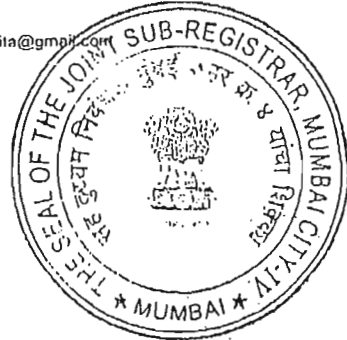
9757 /2017

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बळई - ४		
२०५७	१८	१८
२०१७		



प्रमाणित करणेत वेसे छी

दस्तामध्ये एकूण १८ पाने आहेत

पुस्तक क्रमांक ४ बळई-४/२०५७/बळई - ४

नोंदला.

दिनांक 30/11/2017

सह, दुय्यम निव्वधिक बर्ग - २ पुर्विकर

बळई - ४		
२०५७	१८	१८
२०१८		



30/11/2017 1 49:36 PM

दस्त गोपवारा भाग-2

ववई4 90/9C
दस्त क्रमांक:9757/2017

दस्त क्रमांक :ववई4/9757/2017
दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:स्वयम रियल्टर्म आणि ट्रेडर्म एलएलपी यांच्यावतीने अधिकृत व्यक्ती /मॅनेजर धी देवांग डी. दोशी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पॅन नंयः:ACEFS2816A	कुलमुखत्यार देणार वय :-39 स्वाक्षरी:-		
2	नाव:स्वयम रियल्टर्म आणि ट्रेडर्म एलएलपी यांच्यावतीने अधिकृत व्यक्ती/ मॅनेजर अमित गांधी पत्ता:-, -, मॅरथॉन फ्युचरेक्स, लोअर परेल, एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, डेकीम्बे रोड , MAHARASHTRA, MUMBAI, Non-Government. पॅन नंयः:ACEFS2816A	कुलमुखत्यार देणार वय :-33 स्वाक्षरी:-		
3	नाव:स्वयम रियल्टर्म आणि ट्रेडर्म एलएलपी यांच्यावतीने अधिकृत व्यक्ती/ मॅनेजर धी के.एस.राघवन पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पॅन नंयः:ACEFS2816A	कुलमुखत्यार देणार वय :-57 स्वाक्षरी:-		
4	नाव:स्वयम रियल्टर्म आणि ट्रेडर्म एलएलपी यांच्यावतीने अधिकृत व्यक्ती/ मॅनेजर धी द्वारकानाथ के.राव पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पॅन नंयः:ACEFS2816A	कुलमुखत्यार देणार वय :-51 स्वाक्षरी:-		
5	नाव:चेतन - विहार्डे पत्ता:-, -, मॅरथॉन फ्युचरेक्स, लोअर परेल, एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, डेकीम्बे रोड , MAHARASHTRA, MUMBAI, Non-Government. पॅन नंयः:ARQP84983Q	पॉवर ऑफ अटॉर्नी होल्डर वय :-34 स्वाक्षरी:-		
6	नाव:बाबूला - महाराणा पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पॅन नंयः:ARHPM9404C	पॉवर ऑफ अटॉर्नी होल्डर वय :-33 स्वाक्षरी:-		
7	नाव:रागिनी - शाह पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, MUMBAI. पॅन नंयः:DUHPS2722F	पॉवर ऑफ अटॉर्नी होल्डर वय :-26 स्वाक्षरी:-		
	नाव:अशोक पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पॅन नंयः:DUHPK7124F	पॉवर ऑफ अटॉर्नी होल्डर वय :-32 स्वाक्षरी:-		



ववई - ४
१०५६६ १०९ ११०

७४०६

Summary I (GoshwaraBhag-1)

गुरुवार, 30 नोव्हेंबर 2017 1:44 म.नं.

दस्त पोपवारा भाग-1

ववई4

दस्त क्रमांक: 9757/2017

दस्त क्रमांक: ववई4 /9757/2017

वाजार मुख्य: रु. 01/-

मोवदला: रु. 00/-

भरवेलें मुद्रांक शुल्क: रु. 500/-

नोंदणी फी माफी अमल्यास तपथिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

दु. नि. सह. दु. नि. ववई4 यांचे कार्यालयान

अ. क्र. 9757 वर दि.30-11-2017

रोजी 1:27 म.नं. वा. हजर केला.

पावती:10329

पावती दिनांक: 30/11/2017

मादरकरणाराचे नाव: स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी
यांच्यावतीने अधिकृत व्यक्ती /मॅनेजर श्री देवांग डी. दोशी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 360.00

पृष्ठांची संख्या: 18

एकूण: 1360.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधी, मुंबई-4

सह दुय्यम निबंधी, मुंबई-4

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-क) जेव्हा त्यामुळे घंड (अ) मध्ये उल्लेखिलेल्या वावीदम, अर्थ, असा, एकरात भंडारणागत एकाच किंवा अधिक व्यक्तींस काम चालविण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का क्र. 1 30 / 11 / 2017 01 : 27 : 33 PM ची वेळ: (मादरीकरण)

शिक्का क्र. 2 30 / 11 / 2017 01 : 28 : 45 PM ची वेळ: (फी)

प्रतिज्ञापत्र

दस्तपुंज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस
उपलब्ध केलेला आहे. दग्यांतोस संपूर्ण मजकूर निष्पादक व्यक्ती सादोदार व
दस्त जोडलेल्या कागदपत्रांची सत्यता तपमती आहे. दस्ताची सत्यता, वैधता
यांचेबाबत याचोमाटो दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

लिहून घेणारे



Dr. Manojkumar
Joshi

Rajini Shah
Joshi

ववई - ४

११/१०



बळई - ४		
२६५०	७५	७८
२०२७		



बळई - ४		
७५६६	७६०	४०
२०२८		

महाराष्ट्र शासन

महाराष्ट्र शासन

6182 4976 1129

9896 5574 5213



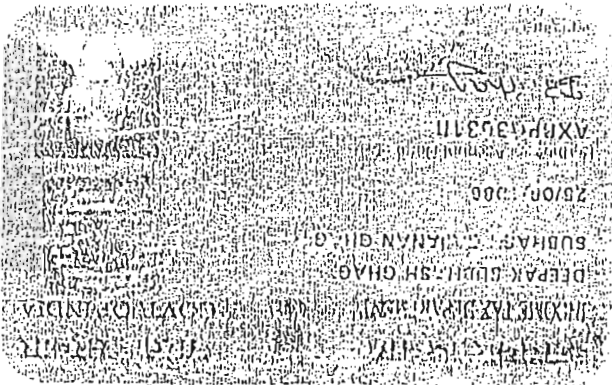
पुरुष / Male
जन्म तिथि / Year of Birth : 1974
प्राप्तिका संस्था / Name of Institution

पुरुष / Male
जन्म तिथि / Year of Birth : 1974
प्राप्तिका संस्था / Name of Institution

GOVERNMENT OF INDIA

20802		
976	036	3370
8 - 5100		

Handwritten signature



0802		
75	93	0540
8 - 5100		

महाराष्ट्र शासन

महाराष्ट्र शासन

D.O. 108-05-2007
Emp. No. 05001
Dept. Administration

D.O. 108-05-2007
Emp. No. 05001
Dept. Administration

Deepak Ghag

Deepak Ghag



77, Maharashtra Junction of Mumbai
Gandhinagar Road, 400 002
Mumbai (W) Maharashtra - 400

77, Maharashtra Junction of Mumbai
Gandhinagar Road, 400 002
Mumbai (W) Maharashtra - 400



Data of Bank Receipt for GRN MH007668509201718R
Bank - IDBI BANK

Bank/Branch :
 Pmt Txn Id : 144332000 Simple Receipt
 Pmt DtTime : 28/11/2017 13:41:47 Print DtTime :
 ChallanIdNo : 69103332017112850545 GRAS GRN : MH007668509201718R
 District : 7101 / MUMBAI GRN Date : 28/11/2017 13:41:48
 Office Name : IGR549 / BOM4_JT SUB REGISTRAR MUMBAI 4

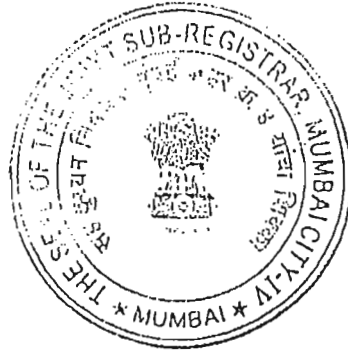
StDuty Schm : --
 StDuty Amt : --

RgnFee Schm : 0030063301-70 / Registration Fee
 RgnFee Amt : Rs 1,000.00/- (Rs One Thousand Rupees Only)

Only for verification not to be printed and used

Article : B25
 Prop Mvblty : Immovable Consideration : 1.00/-
 Prop Descr : MONTE SOUTHCS NO 1798PT1841PT 16 1840KHATAU MILL COMP , B J MARGBYCULLA WESTMUMBAI
 : Maharashtra
 : 400008
 Duty Payer : PAN-ACEFS2816A SWAYAM REALTORS AND TRADERS LLP
 Other Party : PAN-BHIPIK7124F MAHINDRA RANJAN KHARAT

Bank Branch No : 100
 Bank Credit Date : 29/11/2017
 RBI Credit Date : 29/11/2017
 Mobile Number : 919930918395
₹ 1000.00
 DEFACED
 Challan Defaced Details



Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-508-9757	0004314528201710	30/11/2017-13:35:10	IGR549	1000.00
Total Defacement Amount					1,000.00

Handwritten signatures and initials:
 Dharampal
 A.B. Shah
 Jindal



Handwritten signatures and initials:
 Ragn Shah
 [Signature]

बवई - ३३		
२०५०	१४	१८
२०१७		

बवई - ४		
२०५६	६१६६	११०
२०१८		

भारत सरकार
Government of India

चेतन सुभाष बिरहडे
Chetan Subhash Birhade
जन्म तिथि / DOB : 17/03/1983
पुरुष / Male

4139 9945 8149

आधार - आम आदमी का अधिकार

MARATHON
702, Marathon Max, Junction of Mulund Goregaon Link Road, LBS Road, Mulund (W), Mumbai - 80

Chetan S. Birhade

Dept : Customer Care
Emp: No : C01455
D.O.J. : 25-May-16
Authorised Signatory

MARATHON
702, Marathon Max, Junction of Mulund Goregaon Link Road, LBS Road, Mulund (W), Mumbai - 80

BABULA U. MAHARANA

Dept : SALES
Emp: No : B01024
D.O.J. : 20-04-2013
Authorised Signatory

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

BABULA MAHARANA
DAYANATH MAHARANA
21/05/1984
Permanent Account Number
ARHPM9404C

आयकर विभाग
INCOME TAX DEPARTMENT
CHETAN SUBHASH BIRHADE
SUBHASH BIRHADE
17/03/1983
Permanent Account Number
AROPB9830

04112008

MARATHON
702, Marathon Max, Junction of Mulund Goregaon Link Road, LBS Road, Mulund (W), Mumbai - 80

VIKAS C. WANI

CUSTOMER CARE
Emp: No : V01178
D.O.J. : 05-2014
Authorised Signatory

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

RAGINI SHAH
SUNIL SHAH
21/05/1991
Permanent Account Number
DUHPS2722F

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MAHINDRA RANJAN KHARAT
RANJAN VISHNU KHARAT
17/02/1985
Permanent Account Number
BHIPK7124F

रागिनी सुनील शाह
Ragini Sunil Shah
जन्म वर्ष / Year of Birth : 1991
स्त्री / Female

8948 6218 1927

आधार - सामान्य माणसाचा अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT

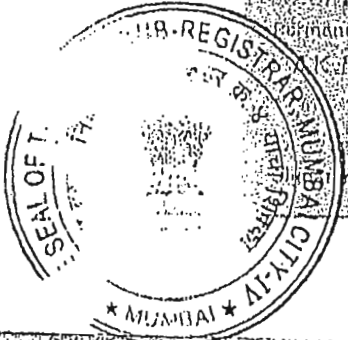
भारत सरकार
GOVT OF INDIA

VIKAS C WANI
CHATURBHUJ BHAGAWANT WANI
20/05/1982
Permanent Account Number
AAYPW5803B

MARATHON
702, Marathon Max, Junction of Mulund Goregaon Link Road, LBS Road, Mulund (W), Mumbai - 80

Dept : CORPORATE ACCOUNTS
Emp: No : 1401496
D.O.J. : 06/07/14
Authorised Signatory

INCOME TAX DEPARTMENT GOVT. OF INDIA
 DOSHI DEVANG DEEPAKKUMAR
 DEEPAKKUMAR GHOTALEL DOSHI
 20/11/1977
 Permanent Account Number
 AEJPR6373J
 16122006



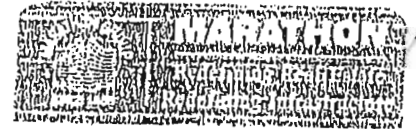
PERMANENT ACCOUNT NUMBER
AEJPR6373J

NAME
DWARKANATH KRISHNAMURTHY RAO

FATHER'S NAME
KRISHNAMURTHY SRINIVAS RAO

DATE OF BIRTH
17-08-1966

Signature: *P.R. Sharma*
 Commissioner of Income-tax (Computer Operations)



702, Marathon Max, Junction of Mithun
 Goregaon Link Road, LBS Road
 Mulund (W), Mumbai - 40



DWARKANATH K. RAO

Dept. NO. 10101

Emp. No. 001020

D.O.J. 01-04-2001

Dharammalhar

आयकर विभाग
 INCOME TAX DEPARTMENT



भारत सरकार
 GOVT. OF INDIA

RAGHAVAN KRISHNAMURTHY
 DEVANATHAN KRISHNAMURTHY



702, Marathon Max, Junction of Mithun
 Goregaon Link Road, LBS Road
 Mulund (W), Mumbai - 40

06/06/1960

Permanent Account Number

AFXPR7772J

Signature: *[Handwritten Signature]*



RAGHAVAN

Company Secretarial

Emp. No. : K00523

D.O.J. : '01-03-2008 Authorised Signatory

बवई - ४		
२०५०	९९	९८
२०३७		

बवई - ४		
२०५०	९९	९८

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SWAYAM REALTORS AND TRADERS
LLP

25/07/2012

Permanent Account Number

ACEFS2816A



16082012



भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



अमित गांधी
Amit Gandhi
जन्म तारीख/ DOB: 06/03/1984
पुरुष / MALE



पत्ता:

अमित गांधी, वी-702, लोटस
को. ओप. हसग सोसाइटी,
गुंडेचा, वेंली ऑफ फ्लोवर्स,
ठाकूर ग्राम, कांदिवली ईस्ट,
मुंबई, मुंबई,
महाराष्ट्र - 400101

Address:

C/O Amit Gandhi, B-702, Lotus Co.
Op. Hsg Socy, Gundecha, Valley
Of Flowers, Thakur Village, Kandivali
East, Mumbai, Mumbai,
Maharashtra - 400101

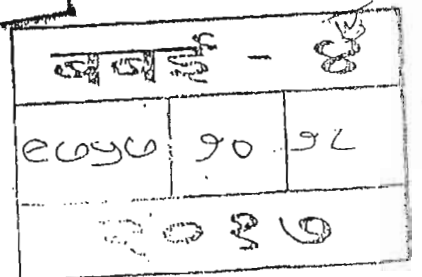
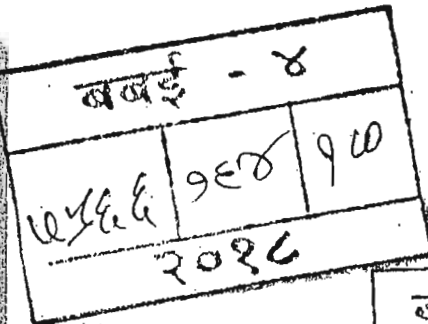
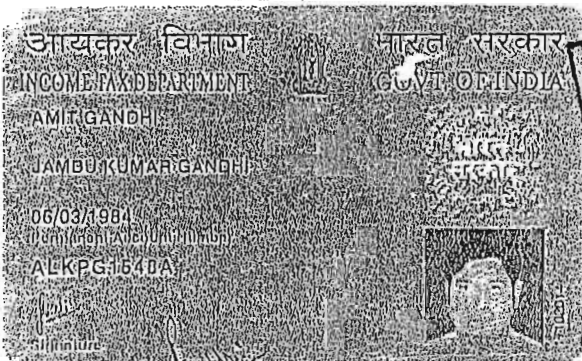
Jandhi

8395 4943 3846

8395 4943 3846

आधार-सामान्य माणसाचा अधिकार

Aadhaar-Aam Admi ka Adhar

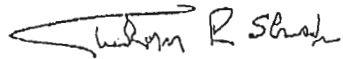


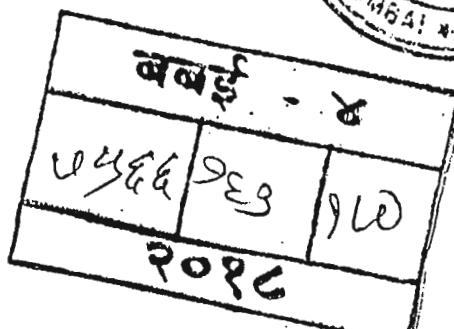
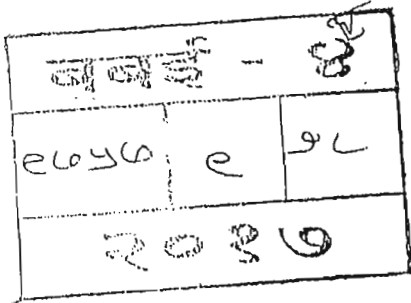
SWAYAM REALTORS AND TRADERS LLP
Regd Office: Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai- 400013
Regn No.: AAB-0362

RESOLVED FURTHER THAT Mr. Chetan R Shah and Mr. Sunil B Sharma, Designated Partners of the LLP be and are hereby authorized to issue certified copy of this resolution and do all such acts, deeds and things to give effect to this resolutions."

Certified to be true
For SWAYAM REALTORS AND TRADERS LLP


Sunil Sharma
Designated Partner


Chetan Shah
Designated Partner



SWAYAM REALTORS AND TRADERS LLP

Regd Office: Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai- 400013

Rgn No.: AAB-0362

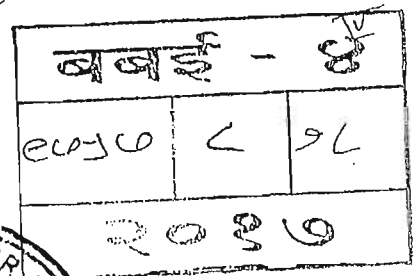
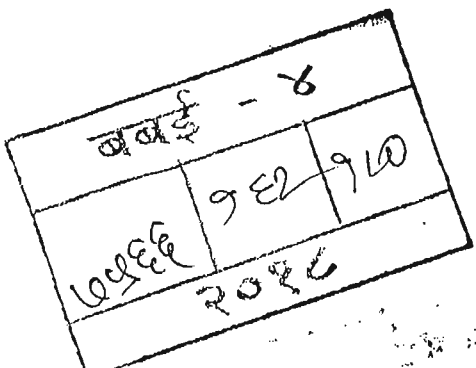
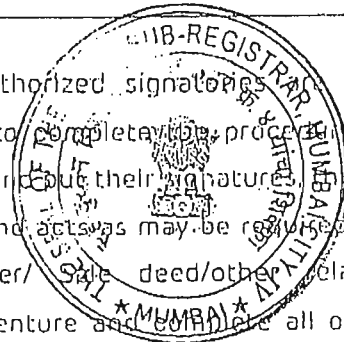
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE DESIGNATED PARTNERS OF SWAYAM REALTORS AND TRADERS LLP HELD ON 9th November, 2016 AT THE REGISTERED OFFICE OF THE LLP.

"RESOLVED THAT the Consent of the Designated Partners of the LLP be and is hereby accorded to the following authorised persons of the LLP, to execute and sign, the Possession Letter / Sale Deed / other related Agreements/ letters / Deeds or any such indenture, as may be necessary for the purpose of allotment, possession and handing over of the residential units/flats/apartments to the customers of the Monte South Project, developed by the LLP.

"RESOLVED FURTHER THAT the following Authorised Persons of the LLP, be and are authorized to execute, sign Possession Letter / Sale Deed / other related Agreements/ letters / Deeds or any such indenture, on behalf of the company for giving effect to the above resolution.

For Signing of Agreement of Sale – Monte South Projects (Any one from Group-A jointly with any one from Group-B)	
Group A	Group B
(i) Mr. Devang Doshi, Authorised Person	(i) Mr. K S Raghavan, Authorised Person
(ii) Mr. Amit Gandhi, Authorised Person	(ii) Mr. Dwarkanath K Rao, Authorised Person

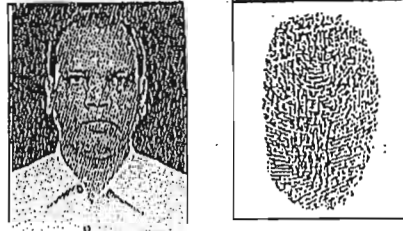
RESOLVED FURTHER THAT, the above authorized signatories also authorized as above on behalf of the LLP to complete the procedure of registration with the Appropriate authorities and put their signature and stamp impression and generally do all such things and acts as may be required for registration of the said /Possession letter/ Sale deed/other related Agreements/letters / Deeds or any such indenture and complete all other legal formalities required to give effect to the above resolution.



3) K. S. RAGHAVAN and



[Handwritten signature]



4) Dwarkanath K. Rao

in the presence of..

- 1. Shiraji Pawar *[Signature]*
- 2. Sandip Kute *[Signature]*

WE ACCEPT AND CONFIRM :

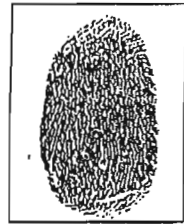
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२०१७		



[Handwritten signature]

Chetan Birhade



[Handwritten signature]

Babula Maharana

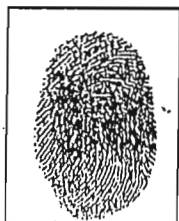


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Ragini Shah

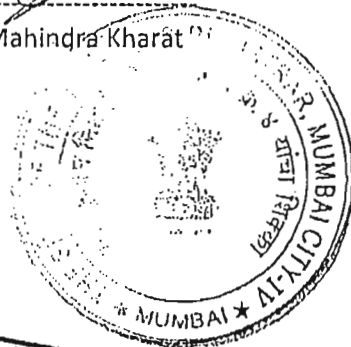


[Handwritten signature]
Mahindra Kharat



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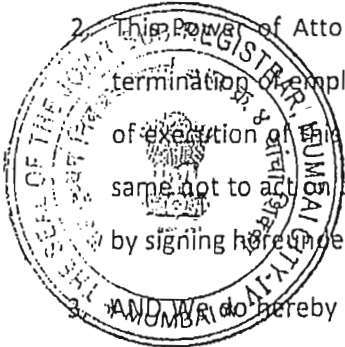
Vikas Wani



बबई - ४		
०५५६	१६७	१८०
२०१७		



South" at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.



2. This Power of Attorney shall stand revoked automatically effective from the date of termination of employment by the LLP of such attorney or within 3 years from the date of execution of this power attorney whichever is earlier and the attorney confirms the same not to act on the basis of this Power of Attorney beyond such date of termination by signing hereunder.

3. AND WE do hereby for ourselves agree to ratify and confirm all and whatsoever our said Attorney shall do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF WE have hereunto set and subscribed my hands and signature to this writing on the 16th day of October 2017.

बवई - ४		
२०५०	६	१८
२०१९		

Schedule
(the said Property)
Part A
(Freehold Land)

All those pieces and parcels of freehold land admeasuring, in the aggregate, 37,564.84 square meters (as per the Property Register Cards) and bearing (i) C.S. No.1798 (part) admeasuring 23,257.72 square meters, (ii) C.S.No.16/1840 admeasuring 4,416.42 square meters and (iii) C.S.No.1841 (part) admeasuring 9,890.7 square meters of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

(Part B)
(Leasehold Land)

All those pieces and parcels of leasehold land admeasuring, in the aggregate, 11,858 square meters (as per the Property Register Cards) and bearing (i) C.S.No.1798 (part) admeasuring 8,710.8 square meters and (ii) C.S.No. 1841(part) admeasuring 3,147.2 square meters of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

The said Land is bounded as follows:-

- On or towards the north : Hafiz All Bahadur Road
- On or towards the west : Khan Mohammad Salim Road
- On or towards the south : Meghraj Seth Road
- On or towards the east : Bapurao Jagtap Marg

Signed Sealed And Delivered by the]
with in named Swayam Realtors and]
Traders LLP through its Manager /]
Authorised Signatory vide Resolution of]
Designated Partner dated 09/11/2016]
1) Devang Doshi]



बवई - ४		
२०५०	६	१८
२०१६		

2) Amit Gandhi

TO ALL TO WHOME THESE PRESENTS SHALL COME WE, 1) Devang Doshi, 2) Amit Gandhi, 3) K. S. RAGHAVAN and 4) Dwarkanath K. Rao, Authorised Signatory/Manager of Swayam Realtors and Traders LLP, having its registered office at Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai 400 013 SEND GREETINGS:

WHEREAS :

- (i) 1) Devang Doshi, 2) Amit Gandhi, 3) K. S. RAGHAVAN and 4) Dwarkanath K. Rao, Authorised Signatory of Swayam Realtors and Traders LLP have been given powers by the LLP to sign and execute the Possession Letter/Sale Deed/ Other related Agreements/ Letters / Deeds or any such indenture vide board resolution dated November 9, 2016 in respect of the project known as "Monte South" situate at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.
- (ii) As Authorised for Signature of Swayam Realtors and Traders LLP for project namely "Monte South", We intend to execute deeds and documents of premises being constructed on the property.
- (iii) We are desirous of appointing (1) Chetan Birhade, (2) Babula Maharana, (3) Ragini Shah, (4) Mahindra Kharat and (5) Vikas Wani who are our employees at present.
- (iv) In future if any of the employees leave our organization then their Power of Attorney shall stand revoked automatically effective from the date of such terminate and they confirmed Individually not to act on Power of Attorney beyond such date by signing hereunder :

Sign of Chetan Birhade : _____

Sign of Babula Maharana : _____

Sign of Ragini Shah : Ragini Shah

Sign of Mahindra Kharat : Mahindra Kharat

Sign of Vikas Wani : Vikas Wani

जवाब - ४		
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२०१७		



जवाब - ४		
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२०१८		

NOW KNOW YE ALL MEN AND THESE PRESENTS SHALL WITNESSETH THAT 1) Devang Doshi, 2) Amit Gandhi, 3) K. S. RAGHAVAN and 4) Dwarkanath K. Rao, Authorised Signatory/Manager of Swayam Realtors and Traders LLP, do hereby nominate, constitute and appoint (1) Chetan Birhade, (2) Babula Maharana, (3) Ragini Shah, (4) Mahindra Kharat and (5) Vikas Wani as our true and lawful attorneys to jointly or severally do the following :

- 1. To Present and lodge in the office of the Sub-Registrar of Assurances at Mumbai and to admit execution of the deeds or documents signed by us and to do all the acts necessary for registering the said deeds or documents related to the project known as "Monte

[Handwritten signature]

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NIKHIL P. MALAP

(Govt. Authorised Stamp Vendor L. No. 82/2001)

Mahalaxmi Typing Centre

Shop No. 3, Ground Floor, Expert Motor Training School, Narayan Apartment,
Behind Town Hall, Court Naka, Thane (W) - 400601.

RECEIPT

Sr. No.

Date: 17/5/2017

RECEIVED with thanks from Mr./M/s.

SWAMI BEATERS AND TRADERS LLP

Sum of Rs. 500/- (Rupees Five Hundred Only)

against the payment of purchasing Non Judicial General Stamp Papers.

Date

Sr. No. of Stamp

Code No.

Amount

2313

AG 399570

Rs. 500/-



Malap
(Shri. Nikhil P. Malap)
Stamp Vendor

N.L. No. 1201002 I Say Received

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बबई - ४		
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महाराष्ट्र MAHARASHTRA

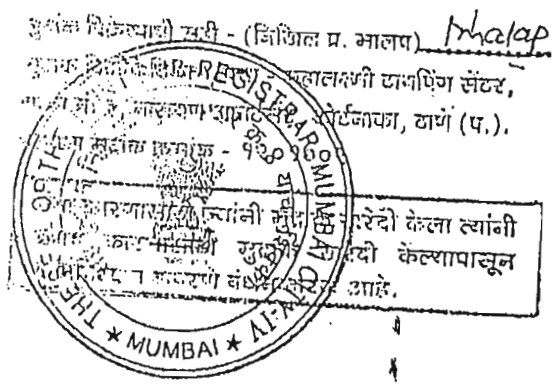
जानपत्र - २
2016 17 MAY 2017 AB 399570

मुद्रांक दिवसी नोंदवली
अनुक्रमांक 23/3, दिनांक 17/5/2017

दस्तावा प्रकार - P.O.A.
दस्ता नोंदणी करणार काय ना? खोष/नाही
सिद्धयतीचे शीर्षक/वस्तु वर्णन - NA
मुद्रांक दिवसाचे पत्ता/स्थान - SWAYAM REALTORS AND TRADERS LLP
Marathon, Futurax, K.M. Joshi Marg,
Lower Parel (West), Mumbai-400 013.
इतर जबाबदार व्यक्तीचे नांव, पत्ता व तारीख - Ketan Salve, Lower Parel
मुद्रांक मंडळाचे नांव - Mrs Mahindra Kharats Mumbai Miller
मुद्रांक मूल्य नमूद करणे - 500/-



गिरीजा कावागर कार्यालय,
ठाणे
15 MAY 2017



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POWER OF ATTORNEY
FOR LODGING DOCUMENTS
(WITH OUT CONSIDERATION)

[Handwritten signatures and initials]

Disconally

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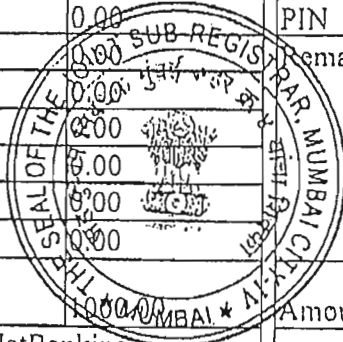
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Hot Payment Successful. Your Payment Confirmation Number is 144332000

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH007668509201718R	BARCODE	Form ID : Date: 28-11-2017
Department	IGR	Payee Details	
Receipt Type	RM	Dept. ID (If Any)	
Office Name	IGR549-BOM4_JT SUB REGISTRAR MUMBAI 4 Location	PAN No. (If Applicable)	PAN-ACEFS2816A
Year	Period: From : 28/11/2017 To : 31/03/2099	Full Name	SWAYAM REALTORS AND TRADERS LLP
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	MONTE SOUTH CS NO 1798PT
0030045501-75	0.00	Road/Street, Area /Locality	1841PT 16 1840 KHATAU MILL COMP
0030063301-70	1000.00	Town/ City/ District	B J MARG BYCULLA WEST MUMBAI Maharashtra
	0.00	PIN	4 0 10 0 0 9908
	0.00	Remarks (If Any) :	शुद्ध - ४
	0.00		२६५० १ १८
	0.00		२०३०
Total	1000.00	Amount in words	Rupees One Thousand Only
Payment Details: IDBI NetBanking Payment ID : 144332000		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332017112850545	
Cheque- DD No.		Date	28-11-2017
Name of Bank	IDBI BANK	Bank-Branch	173 MULUND
Name of Branch		Scroll No.	



Handwritten signatures and initials are present below the form, including 'Rajiv Shah' and 'Rohit'.

<https://corp.idbibank.co.in/corp/BANKAWAYTRAN;jsessionid=0000KBWGvJZFruGx> 11/28/2017

खबड - ४	
१४६६५५५	१८०



REGISTRATION

पायती

Original/Duplicate

Thursday, November 30, 2017

नोंदणी क्र.: 39M

1:43 PM

Regn.: 39M

पायती क्र.: 10329 दिनांक: 30/11/2017

गावाचे नाव: भायखळा

दस्तऐवजाचा अनुक्रमांक: ववई4-9757-2017

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: स्वयम रियल्टर्स आणि ट्रेडर्स गुलएलपी पांच्यावतीने अधिकृत व्यक्ती/मॅनेजर श्री देवांग डी. दोशी

नोंदणी फी

रु. 1000.00

दस्त हाताळणी फी

रु. 360.00

पृष्ठांची संख्या: 18

एकूण:

रु. 1360.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे
1:48 PM त्या वेळेस मिळेल.

DELIVERED

सह दुय्यम निबंधक, मुंबई-४

वाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 500/-

सह. कुलमुख निबंधक वर्ग - २
मुंबई शहर क्र. ४

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 1000/-

डीडी/धनादेश/पि ऑर्डर क्रमांक: MH007668509201718R दिनांक: 30/11/2017

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 360/-

नोंदणी फी माफी असल्यास तपशिल :-

1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

DELIVERED



ववई - ४	
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घोषणापत्र

मी राशिनी शाह याद्वारे
घोषित करतो की, दुय्यम निबंधक बबई..... यांचे कार्यालयात करारनामा या शिर्षकाचा
दस्त नोंदणीसाठी सादर करण्यात आला आहे. मं. स्वयंम रियल्टर्स अँड ट्रेडर्स एल.एल.पी तर्फे
..... के. माल. राधकृष्ण / देवेंद्र ही. दोशी
व इतर यांनी दिनांक १६-१०-२०१७ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या
आधारे मी, सादर दस्त नोंदणीस सादर केले आहे / निष्ठापित करुन कबुलीजबाब दिला आहे.
सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही. कुलमुखत्यारपत्र
लिहून देणार व्यक्तीपैकी कोणीही मयंत झालेले नाही. किंवा अन्य कोणत्याही कारणामुळे
कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती
करण्यास मी पूर्ण सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ व
कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

Ragini Shah

दिनांक : १०.१०.२०१८

कुलमुखत्यारधारकाचे नाव व सही

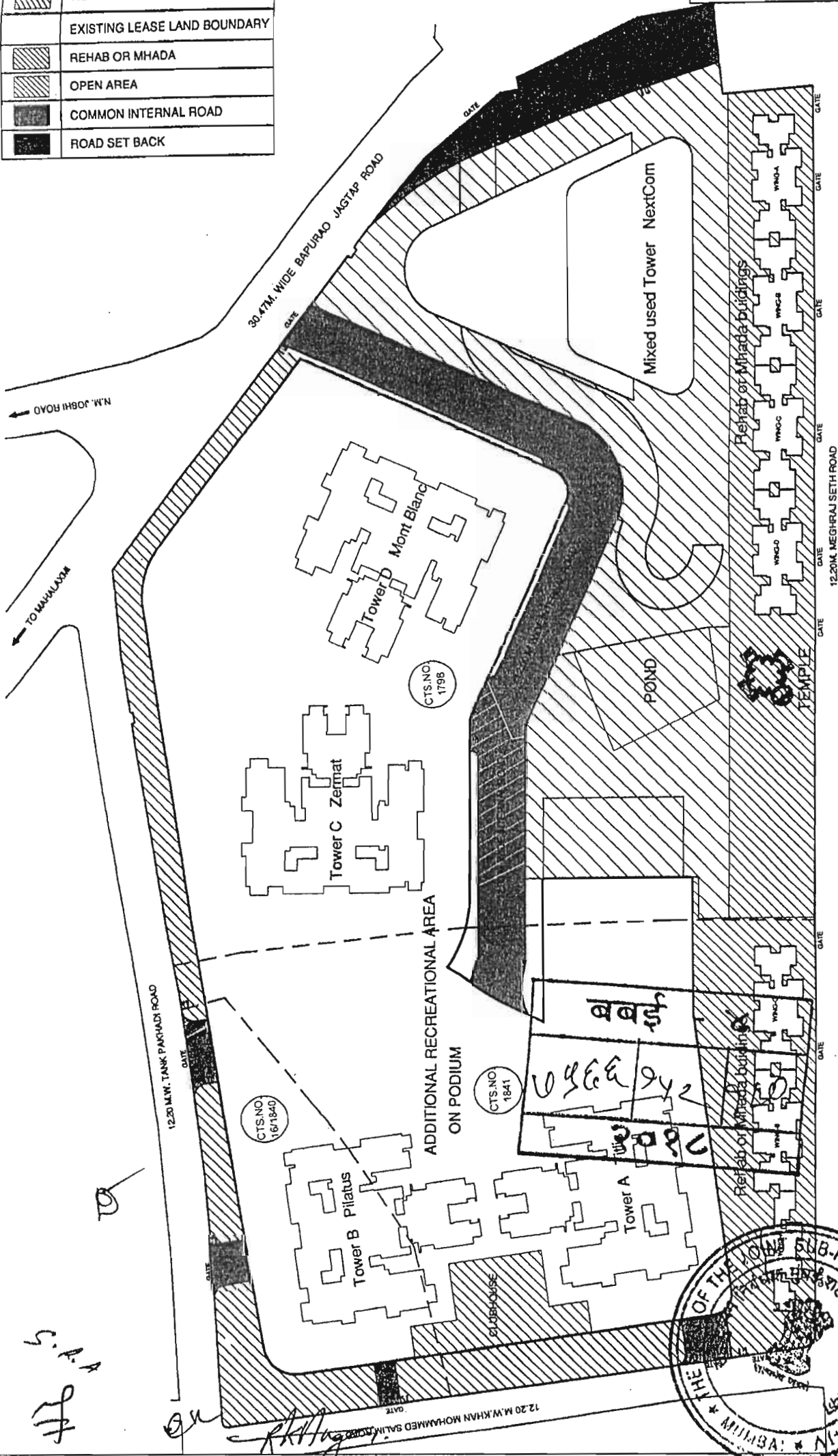
राशिनी शाह



बबई - ४		
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२०१८		



LEGENDS	
	REVISED LEASE LAND BOUNDARY
	EXISTING LEASE LAND BOUNDARY
	REHAB OR MHADA
	OPEN AREA
	COMMON INTERNAL ROAD
	ROAD SET BACK



S.P.A
 [Handwritten signature]



PROJECT TITLE :- MONTE SOUTH
 FOR :- PROPOSED LAYOUT PLAN

adani **MARATHON**
 Realty Redefining Real Estate. Redefining Infrastructure.

REGISTERING OFFICE
 Swayam Realtors & Traders LLP
 Khelau Mill Compound
 Bapurao Jagtap Marg
 Near Byculla Fire Brigade
 Byculla (west), Mumbai 400 008



Annexure 9



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 : P51900001936

Project: Montesouth-1, Plot Bearing / CTS / Survey / Final Plot No.: 1798, 1841, 16/1840 at GSouth-400013, Ward GSouth, Mumbai City, 400013;

1. Swayam Realtors & Traders Llp having its registered office / principal place of business at Tehsil: Ward GSouth, District: Mumbai City, Pin: 400013.
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 scheduled 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 29/07/2017 and ending with 31/12/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 7/29/2017 6:39:31 PM

Dated: 29/07/2017
Place: Mumbai

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



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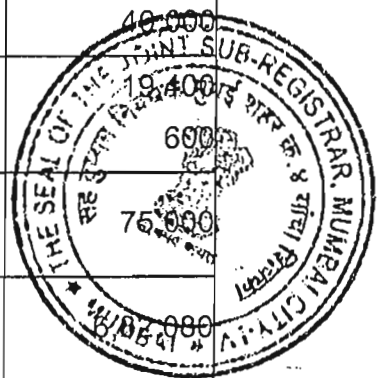
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3. Layout Maintenance Charges:

Quarterly Layout Maintenance Charges of Rs.13,855/- (Rupees Thirteen Thousand Eight Hundred and Fifty Five Only) per quarter in advance on or before 5th day of beginning of every quarter towards the common layout maintenance charges till the conveyance of the said Larger Land in favour of the Apex Body.

IX. Other Charges:

Description	Rs. Per Square Feet on carpet Area	Amount (Rs.)
Club House Corpus Fund	240	3,41,040
Maintenance Deposit	173	2,45,833
Common Apex Body Corpus	160	2,27,360
Maintenance Charges for 1 year in Advance. (Rs.14.42/- per month per sq.ft. will be charged as Maintenance Charges provisionally)	173	2,45,833
Car Park Maintenance Rs.600/- per month per car parking slot	-	7,200
Common Area Maintenance per year	39	55,419
Non-refundable and Non-accountable		
Infrastructure Charges	375	5,32,875
Legal Charges	-	40,000
Society/Condominium/Association Formation Share Application Money and entrance fees	-	19,400
Electricity & Water Meter Connection charges	-	600
Club House Membership Fees Charges (one time, non refundable)	480	75,000
Total		24,72,640



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Charandeep Arora

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3. Advance Payment made towards Consideration by the Allottee before execution of this Agreement of Rs.33,82,333/- (Rupees **Thirty Three Lakh Eighty Two Thousand Three Hundred and Thirty Three Only**).
4. For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded.

V. Brokerage Charges:

Brokerage Charges paid/payable by the Promoter in respect of the said Premises of Rs.7,44,724/- (Rupees **Seven Lakh Forty Four Thousand Seven Hundred and Twenty Four Only**).

VI. Details of Bank Account for the Real Estate Project:

1. Bank Account Number : 57500000051481
2. Bank Name : HDFC Bank
3. Bank Address : Ratan Galaxie Junction of J.N. Road and Goshala Road, Mulund (W), Mumbai-400 080
4. Branch : Mulund(West)
5. IFSC Code : HDFC0000015

VII. Details of Taxes to be paid by the Allottee for his Premises:

Government Taxes as applicable on actuals as on date of Agreement	
a)	Value Added Tax (if applicable)
b)	Service Tax (if applicable)
c)	Swachh Bharat Cess, Krishi Kalyan Cess, Gram Panchayat Tax (if applicable)
d)	Stamp Duty
e)	Registration
f)	CGST and SGST
g)	Property Tax
h)	Any Applicable Tax/Cess/Duty as may be applicable from time to time

VIII. Maintenance Charges:

1. Maintenance Charges for Premises:

Quarterly Maintenance Charges/Outgoings of Rs.61,458/- (Rupees **Sixty One Thousand Four Hundred and Fifty Eight Only**) per quarter in advance on or before 5th day of beginning of every quarter towards the maintenance charges/outgoings.

2. Maintenance Charges for Car Parking:

Quarterly Car Parking Maintenance Charges of Rs.1,800/- (Rupees **One Thousand Eight Hundred Only**) per quarter in advance on or before 5th day of beginning of every quarter towards the car parking maintenance charges. [Maintenance Charges towards Car Parking Slot/s are Rs.600/- (Rupees **Six Hundred Only**) per month per car parking slot.]



all

Shanika A. Mangra

1. A. 1/1

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ANNEXURE "8"

[Premises and Transaction Details]

I. Whole Project:

1. Whole Project known as 'Monte South' situate at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai-400 008.

II. Real Estate Project:

1. Name : Monte South Titlis-1
2. Building Name : Monte South Titlis

III. Details of the Premises:

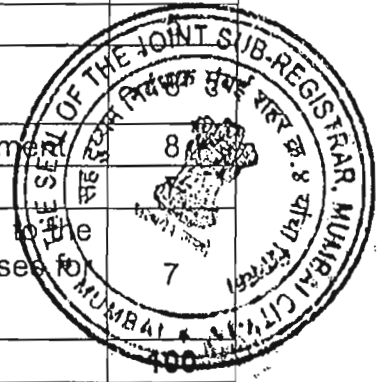
1. Type of Residential Flat : 3 1/2 BHK Small
2. Residential Flat No : A2004
3. Floor : 20th
4. Wing : A
5. Carpet Area as per MOFA : 132.01 Sq.Mt
6. Carpet Area as per RERA : 137.95 Sq.Mt
7. Other Areas exclusive to the said Premises if any:
(a) Deck : Area 7.42 Sq.mt.
(b) Terrace : Area NIL Sq.mt.

IV. Consideration Details:

1. Sale Consideration for Premises : Rs. 3,72,36,200/-
(Rupees Three Crore Seventy Two Lakh Thirty Six Thousand Two Hundred Only)

2. Payment Schedule:

Sr. No.	Payment Schedule	Amount	%
a)	Earnest Money	37236200	10
b)	Within 7 Days From Execution of the Agreement for Sale		50
c)	On Completion of 55 th Slab		5
d)	On Completion of remaining upper slab		
e)	On Completion of Internal Work/Brickwork/Plumbing/Tiling of Apartment		
f)	On Completion of electrical/D&W/painting of Apartment		8
g)	On Completion of Lift-Stair lobby, etc		
h)	On Possession of the said Premises being offered to the Allottee and/or before handover of the said Premises fitouts.		7
	Total		



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Shamir A. Angara

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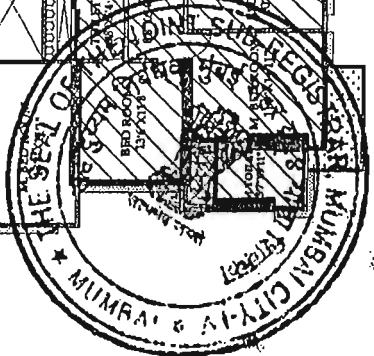
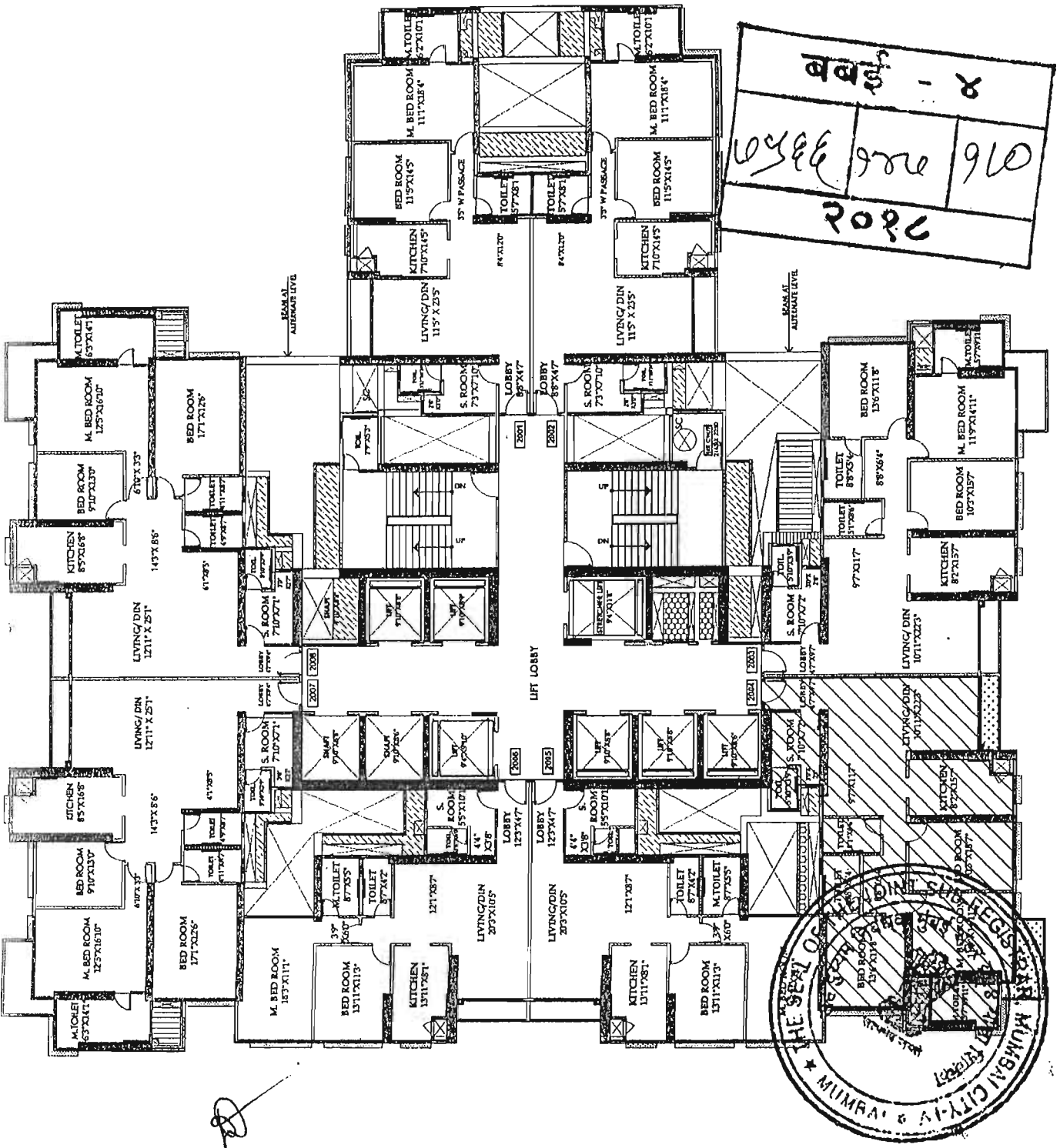
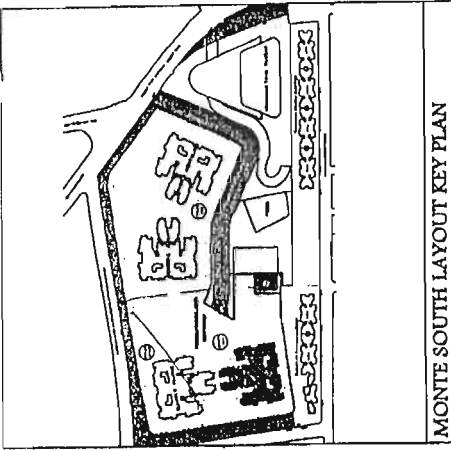
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ANNEXURE "7"



LEGEND :-

- RERA CARPET AREA - [Hatched Box]
- OTHER AREA F.B./DECK - [White Box]

Shanika R. Amgava

BLDG. TITLE :- MONTE-SOUTH (TOWER-A -TITLS)

FLOOR NO. :- 20th FLAT NO. :- 2004

adani **MARATHON**
Realty Redefining Real Estate. Redefining Infrastructure.

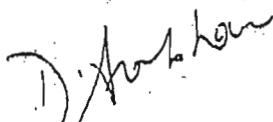
MARKETING OFFICE
Swayam Realtors & Traders LLP
BYCULLA, Khatau Mife Compound,
Baburoo Ganpatrao Road,
Next to Fire Brigade, Byculla (W).
Phone No. :-

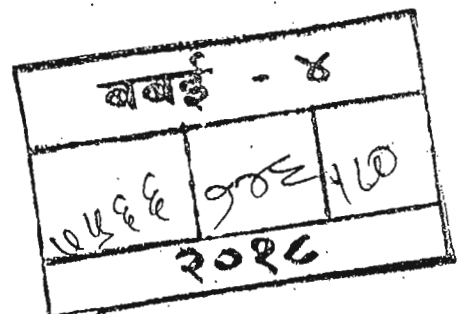
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- (ii) Execution of necessary documents between MCGM and SRTL pursuant to the relocation of the Leasehold Land as mentioned above.
- (iii) Due compliance with the terms and conditions of the Deed of Lease dated 3rd October 1928 including the condition that prior written permission of MCGM will be taken for any development on the Leasehold Land;
- (iv) Due compliance with the terms and conditions of the Sanction Order and the Sanctioned Scheme;
- (v) Due compliance with the terms and conditions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991 and orders of the Monitoring Committee from time to time;
- (vi) Due compliance with the terms and conditions of all approvals obtained and to be obtained, including all declarations and affidavits filed and to be filed in this regard, from time to time; and
- (vii) The undertaking given by SRTL in Writ Petition No. 2449 of 2010.

Dated this 1st day of October, 2016

For Wadia Ghandy & Co.,


Partner



WADIA GHANDY & CO.

3. Cadastral Survey No. 1841

The Property Card in respect of the C. S. No. 1841 reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as 13,037.91 square meters (comprising of freehold land admeasuring 11,829.22 square yards and municipal leasehold land admeasuring 3,764 square yards). SRTL has to make necessary applications to amend the property register card to reflect the name of SRTL as the person in beneficial ownership of C.S. No. 1841.

H. SUB-REGISTRAR OF ASSURANCES

The further documents reflected in the updated search report as provided by our search clerk Mr. Ashish Javeri are listed in Annexure "D".

I. REGISTRAR OF COMPANIES

As per the search conducted by us at the website of the Registrar of Companies, mortgage has been created by SRTL in favour of HDFC as per the Mortgage Deed.

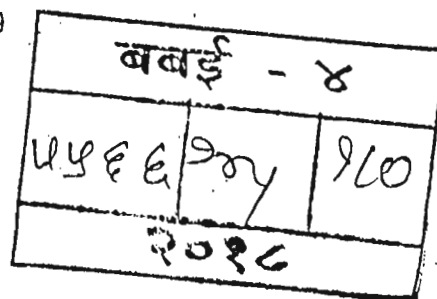
J. SITE STATUS

SRTL is presently constructing Wing A of building no. 1 as per the sanctioned plans and Wing A has been completed till the 10th slab. Wing A is being constructed on the Freehold Land and no portion of the FSI of the Leasehold Land is being used towards the construction thereof. There is an existing chawl on a portion of the said Land admeasuring about 4,430.59 square metres. The said chawl is occupied by tenants/occupants.

K. CONCLUSION

Subject to what is mentioned above and the Title Report, we are of the opinion that, pursuant to the Sanction Order and the Sanctioned Scheme, the said Land has vested in SRTL and SRTL is the owner of the Freehold Land and Lessee of the Leasehold Land, subject also to the following: -

- (i) Mortgage in favour of HDFC in terms of the Mortgage Deed.



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- (d) The said Land partly falls under East Agripada (North & South) Estate Scheme No.32 hence specific remarks should be obtained from the Assistant Commissioner (Estates) before any development on the plot.

The aforesaid DP Remark was valid for a period of 1 (one) year from the date of issue.

F. LITIGATION

1. As mentioned in the Title Report Writ Petition No. 2669 of 2008 has been filed in the Hon'ble Bombay High Court by Khatau Mills Kamgar Committee *Inter alia* challenging the Closure Order and the Review Order dated 3rd April 2008. By and under an order dated 17th March 2009 passed by the Hon'ble High Court, ad-interim relief was rejected. The Writ Petition is shown as pending. SRTL has declared that no further orders have been passed therein, save and except procedural orders.

G. REVENUE RECORDS

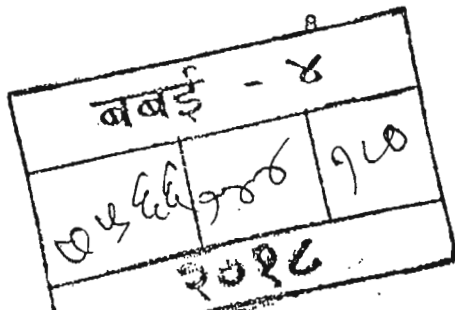
1. Cadastral Survey No. 1798

The Property Card in respect of the C. S. No.1798 reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as 31,968.48 square meters (comprising foras land admeasuring 27,816 square yards and Municipal Leasehold land admeasuring 10,418 square yards). SRTL has to make necessary applications to amend the property register card to reflect the name of SRTL as the person in beneficial ownership of C.S. No.1798.

2. Cadastral Survey No.16/1840

The Property Card in respect of the C. S. No. 16/1840 reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as 5,282 square yards equivalent to 4,416.42 square meters. SRTL has to make necessary applications to amend the property register card to reflect the name of SRTL as the person in beneficial ownership of C.S. No.16/1840.

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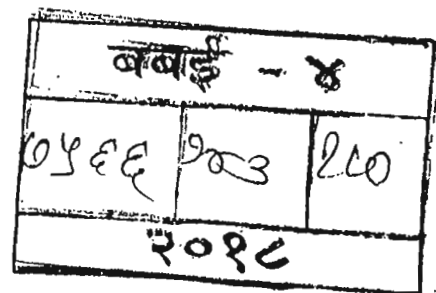
what was permissible under the DCR. It was also mentioned that the terms and conditions mentioned in the layout approvals dated 6th August 2009, 9th November 2010 and 14th April 2011 had to be complied with.

4. By and under a Letter dated 25th November 2014 bearing No. Dy.Eh.E/P-647/Traffic addressed by MCGM (Office of the Dy. Ch. Eng. (Traffic)) in favour of M/s. Matrix (Architect), the authority mentioned that the parking layout plans had been scrutinized and the remarks and usual conditions were specified therein.
5. By and under a Letter dated 4th August, 2016 bearing No. EB/4820/E/AL addressed by MCGM in favour of M/s. Matrix (Architect), MCGM has granted its approval to the amended layout plan mentioned therein, on the terms and conditions as more particularly stated therein. It was mentioned therein that the FSI on the leasehold plot would not exceed what was permissible under the DCR. It was also mentioned that the terms and conditions mentioned in the layout approvals dated 6th August 2009, 9th November 2010, 14th April 2011 and 18th October 2014 had to be complied with.

E. DEVELOPMENT PLAN REMARK

On perusal of the DP Remark issued by MCGM dated 4th April 2015 bearing no. CHE/951/DpCity/E, we find that the said Land is affected by the reservation of Retention Activity and the said Land is situated in the Residential Zone. The said DP Remarks also states that:

- (a) Separate remarks should be obtained as per draft development plan 2034 from the office of the Town Planning Officer.
- (b) The said Land falls within 30 meters of the central railway buffer zone and accordingly, separate remarks should be obtained from the concerned authority. Railway NOC shall be obtained before any development is carried out on the said Land.
- (c) The said Land falls within 500 meters of the Byculla District Jail and hence, permission of the standing consulting committee shall be obtained before granting any permission for development.

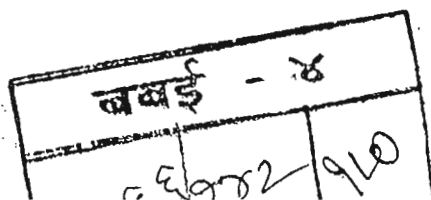


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11. By and under a registered Undertaking dated 31st March 2016 made by SRTL in favour of the Municipal Commissioner, MCGM, registered with the office of the sub-registrar of assurances under serial no.1981 of 2016, SRTL agreed to abide by the final decision passed by the competent courts of authority in respect of royalty matter and agreed to indemnify and keep indemnified MCGM in this regard. SRTL has declared that it has not received any letter till date from any authority demanding payment of any royalty.
12. By and under an undertaking dated 16th April, 2016 given by SRTL to the Municipal Commissioner and registered with the office of the sub-registrar of assurances under Serial No. BBE-2 / 3662 of 2016, SRTL agreed to be bound by the final decision passed in Writ Petition No. 1251 of 2014 filed before the Hon'ble Bombay High Court. SRTL also acknowledged that any NOC issued by MCGM to SRTL for transfer / redevelopment of the leasehold land would be without prejudice to the rights of MCGM as stated therein. SRTL has declared that SRTL is not a party to Writ Petition No. 1251 of 2014. This Writ Petition along with certain other Writ Petitions have challenged, inter alia, the amendment of the Municipal Corporation of Greater Mumbai Act, 1888 by the Municipal Corporation (Amendment and Validation) Act, 2011 (Maharashtra Act No. XX of 2012) relating to levy of transfer premium on transfers of leasehold rights where the MCGM is a lessor. SRTL has declared that no separate proceeding has been filed by SRTL to challenge the amendment of the Municipal Corporation of Greater Mumbai Act, 1888 by the Municipal Corporation (Amendment and Validation) Act, 2011 (Maharashtra Act No. XX of 2012).

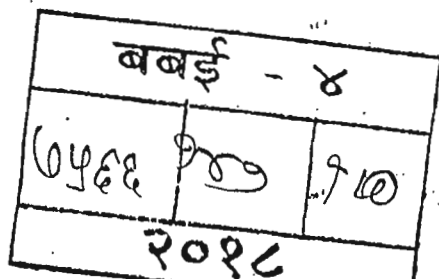
D. APPROVALS

1. By and under a letter dated 5th December, 2011 issued by the MCGM, Traffic Control Branch, MCGM has stated that the proposal to develop a public parking lot would be considered on the terms and conditions mentioned therein.
2. By and under a Letter dated 13th October 2014 bearing No. EB/5709/E/A addressed by MCGM in favour of M/s. Matrix (Architect), MCGM has granted its approval to the amended plans for building no. 1 as specified and on the terms and conditions therein.
3. By and under a Letter dated 18th October 2014 bearing No. EB/4820/E/AL addressed by MCGM in favour of M/s. Matrix (Architect), MCGM has granted its approval to the amended layout plan mentioned therein, on the terms and conditions as more particularly stated therein. It was mentioned therein that the proposed structures on the leasehold plot and the freehold plot would be distinct and the FSI on the leasehold plot would not exceed



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- b) The lease rent was to be fixed as per Sections 92 (c) and 92 (cc) of the Municipal Corporation for Greater Mumbai Act, 1988.
- c) A one-time premium was to be charged for change of user, redevelopment and for lease to be executed in favour of the proposed society.
6. The Company has declared that necessary documents for giving effect to the exchange mentioned above have not yet been executed and upon completion of the exchange and execution and registration of the necessary documents, the description of the Freehold Land and the Leasehold Land will undergo a change.
7. Pursuant to a letter dated 29th February 2016 addressed by MCGM to SRTL, MCGM called upon SRTL to make payment of transfer premium in respect of the Leasehold Land amounting to Rs. 3,55,60,805/- (Rupees Three Crore Fifty Five Lakh Sixty Thousand Eight Hundred and Five only) along with interest thereon at the rate of 12% (twelve) per annum from 14th August, 2002 as specified in the letter. A reminder letter dated 31st March 2016 was addressed by MCGM to SRTL for payment of the aforesaid transfer premium along with interest.
8. Under cover of its letter dated 2nd May 2016 addressed by SRTL to the Asst. Commissioner (Estate), MCGM, SRTL made payment of the aforesaid amount of Rs. 3,55,60,805/- (Rupees Three Crore Fifty Five Lakh Sixty Thousand Eight Hundred and Five only). In this letter SRTL stated that the transfer premium was not payable since the transfer of land from KMCL to SRTL was pursuant to the proceedings under the Sick Industrial Companies (Special Provisions) Act, 1985 i.e. by operation of law.
9. By and under a letter dated 2nd May, 2016 addressed by MCGM to SRTL, MCGM acknowledged receipt of the transfer premium amount of Rs. 3,55,60,805/- (Rupees Three Crore Fifty Five Lakh Sixty Thousand Eight Hundred and Five only) from SRTL and called upon SRTL to make payment of interest amounting to Rs. 1,58,64,990/- (Rupees One Crore Fifty Eight Lakh Sixty Four Thousand Nine Hundred and Ninety only).
10. Under cover of its letter dated 9th May, 2016 addressed by SRTL to the Asst. Commissioner (Estate), MCGM, SRTL made payment of the aforesaid amount of Rs. 1,58,64,990/- (Rupees One Crore Fifty Eight Lakh Sixty Four Thousand Nine Hundred and Ninety only), without prejudice to its rights.



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for commencement certificate of Wings C and D or the Government clarification, whichever was earlier.

4. By and under a letter dated 10th December 2014 addressed by MCGM to M/s. Matrix (Architects & Engineers) with a copy marked to, Inter-alla, SRTL, MCGM stated that the proposal submitted by SRTL for joint development of the Leasehold Land and the Freehold Land as set out therein, could not be considered and that the layout plan had to be amended by relocating an equivalent area of the leasehold land on one side of the plot with the prior NOC from the Estate department of MCGM. A copy of this letter was also marked to the Building Proposal Department of MCGM directing the Building Proposal Department to issue a stop work notice with respect to the further construction. Accordingly, a stop work notice was issued on 3rd January, 2015 by MCGM. Pursuant to the meeting dated 31st March 2015 held at the office of the Hon'ble Municipal Commissioner, as recorded in the minutes of meeting dated 6th April, 2015 read with letter dated 8th April, 2015 addressed by MCGM, the stop work notice issued on 3rd January, 2015 was revoked. SRTL has declared that presently there is no stop work notice in matter and that the above revocation has not been set aside. In the minutes of the meeting dated 6th April, 2015 it was recorded that the construction of Building 1 was on a portion of the Freehold Land not forming part of the portion which was proposed to be carved out for relocation of the Leasehold Land. In the minutes it was also recorded that SRTL had to comply with the requirements of the Estate Department for the relocation of the leasehold plot.

5. In a letter dated 21st March 2016 addressed by the MCGM (Secretary Department) to the Administrative Committee, MCGM, reference has been made to a resolution dated 16th March 2016 passed by the Improvement Committee of the MCGM and in a separate letter dated 21st March 2016 addressed by MCGM (Secretary Department) to the Administrative Committee, reference has been made to the resolution of the MCGM bearing no. 1651 passed on 17th March, 2016. Pursuant to the aforesaid resolutions the following was resolved:

a) A portion of the leasehold plot bearing CTS Nos. 1798, 16/1840 and 1841 admeasuring 12,016.82 square meters identified on the plan and demarcated in red colour thereon was to be transferred in favour of SRTL after payment of transfer fee and in lieu thereof SRTL was to transfer a portion of the freehold land demarcated on the plan in yellow colour to MCGM.

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4. For the purpose of this Report, we have also caused searches to be conducted of the records of the Registrar of Companies as specified herein below. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.
5. We have not formed any opinion on the approvals and sanctions granted/ required from the concerned authorities for the development or construction on the Property or any part thereof.
6. This Report has been prepared in accordance with and is subject to the laws of India.

C. UPDATION

1. By and under a letter dated 25th February 2014 addressed by SRTL to the Collector, Thane Collector Office, SRTL stated that it is digging the foundation for construction in accordance with the permissions obtained from concerned authorities. SRTL further stated that the applicability of 'royalty' for digging the foundation of the building has been challenged in court, and hence, SRTL was not required to pay any premium and, in the event, an order was passed by the Hon'ble Bombay High Court or the Supreme Court, SRTL undertook to pay the same as per the applicable rates.
2. By and under a Mortgage Deed dated 5th September 2014 executed between SRTL therein referred to as the Mortgagor and HDFC therein referred to as the Mortgagee, and registered with the office of the sub-registrar of assurances under Serial No. BBE-4/3646/2014, SRTL has mortgaged a portion of the Freehold Land admeasuring 36,562 square metres and more particularly described therein in favour of HDFC to secure the loan specified therein, on the terms and conditions more particularly stated therein ("Mortgage Deed"). SRTL has declared that SRTL has not committed any breach under the Mortgage Deed and no notice has been issued to SRTL by HDFC alleging any breach or seeking to enforce the mortgage.
3. By and under a Declaration dated 27th October 2014 made by SRTL in favour of the Municipal Commissioner, registered with the office of the sub-registrar of assurances under serial no. 9041 of 2014, SRTL has undertaken that the decision of the Urban Development Department on the clarification sought by MCGM with respect to 20% Inclusive housing would be binding on SRTL and would be complied with before asking

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respect to the said Land with HDFC. A list of the title deeds deposited with HDFC is set out in Part A of Annexure "B" hereto.

2. We have perused the original of the title documents as set out in Part B of Annexure "B" hereto.
3. We have perused copies of deeds and documents set out in the body of the report and as per the list set out in Annexure "C" hereto.
4. Caused updated searches to be undertaken at the office of Sub-Registrar of Assurances from 2014 till 2016.
5. Caused searches to be undertaken at the Registrar of Companies ("ROC") for SRTL.
6. Perused Property Register Cards with respect to the said Land.
7. Examined the Development Plan remark with respect to the said Land as set out below.
8. We have relied on the declaration dated 1st October, 2016 issued by SRTL with respect to certain matters pertaining to its title to the said Land.
9. We have not issued fresh public notices to invite objections and claims with respect to the said Land.

B. DISCLAIMERS

1. We have at the instructions of our client merely updated the Title Report as specified herein and this Report does not address any other issue.
2. This Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate, which we have assumed to be the case.
3. For the purpose of this Report, we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Mumbai from 2014 to 2016. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records.

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Annexure "6A"



WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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

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

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

NL/DDA/10127 / 8046 / 2016

1st October, 2016

ADDENDUM TO TITLE REPORT

To,

SWAYAM REALTORS AND TRADERS LLP
Marathon Futurex
N.M. Joshi Marg
Lower Parel
Mumbai 400013

Attn: MR. MAYUR SHAH

Re: All those pieces or parcels of land bearing Cadastral Survey Nos. 1798, 16/1840 and 1841 of Byculla Division admeasuring in aggregate 49,422.81 square meters or thereabouts situated at Byculla at the junction of Tank Pakadl and Water Streets in the City and Island and registration Sub-District of Bombay ("the said Land")

1. We refer to our Title Report dated 7th July 2014 ("Title Report"), a copy whereof is annexed hereto and marked as Annexure "A" ("the Title Report") issued by us in favour of Swayam Realtors and Traders LLP ("SRTL"), where we had investigated its title to the said Land. Capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Report.

2. We have been requested by our client, SRTL, to update the Title Report.

A. STEPS

With respect to updation of the Title Report, we have undertaken the following steps:

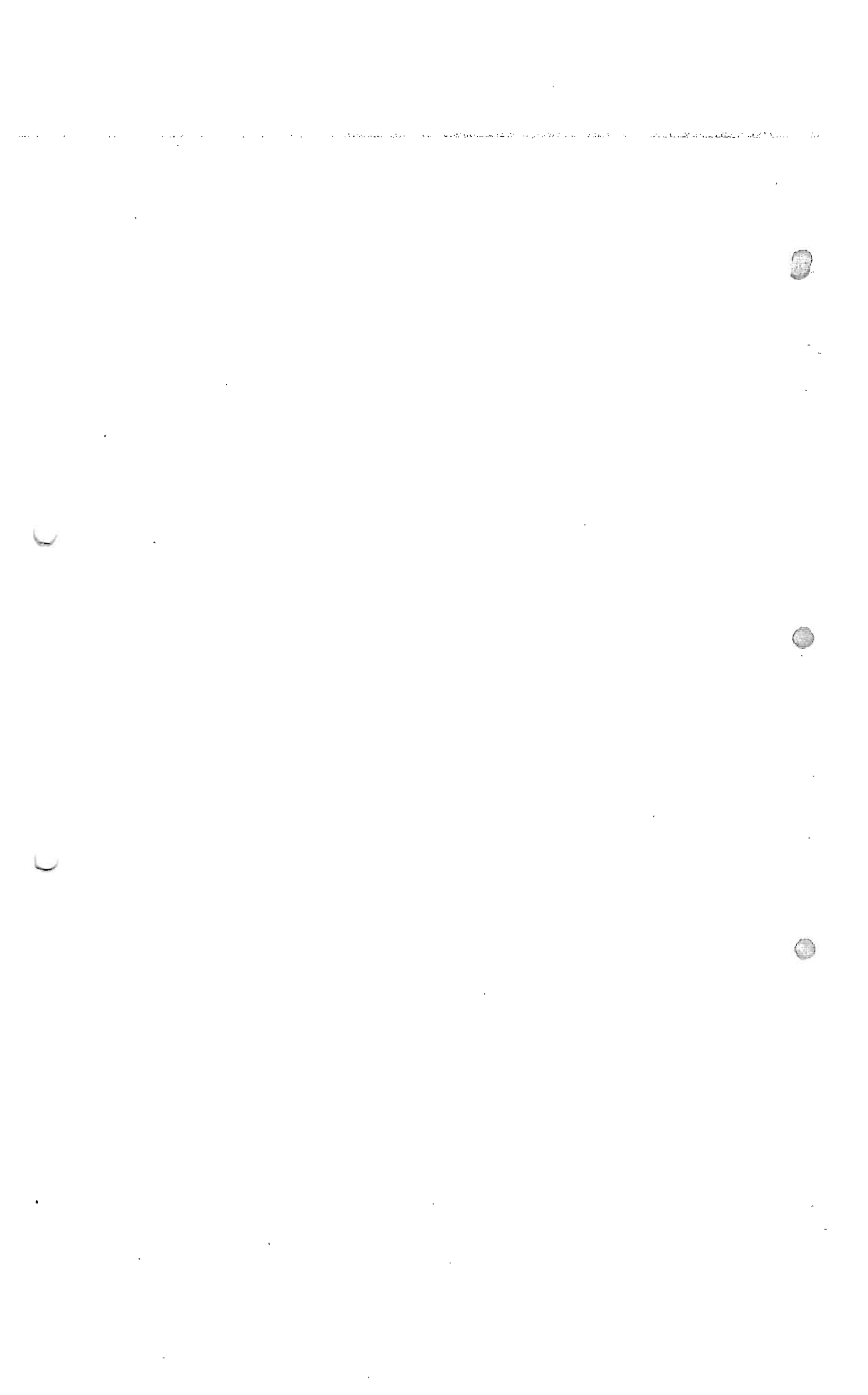
1. For the purpose of issuing the Title Report we had perused (a) original title deeds (a list whereof is set out in Part A of Annexure "A" to the Title Report) with respect to the said Land, and (b) deeds and documents as per the list set out in Part B of Annexure "A" to the Title Report. Pursuant to creation of the mortgage vide the said Mortgage Deed (defined below), SRTL has vide a letter dated 12th September, 2014 addressed to Housing Development Finance Corporation Limited ("HDFC") deposited the original title deeds with



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erstwhile owner of the company to the other company. The ratio laid down by the Kolkata High Court squarely applies to this case.

22. *As I have held supra, since transfer of the property was effected in favour of TTK Prestige Ltd., by operation of law which is an involuntary act, as soon as order was made by the BIFR under Section 18(6A) approving the scheme, there is no question of executing any other instrument chargeable with stamp duty. In the impugned notice, a document dated 31.07.2007 has been referred to as an instrument as if the property was transferred in the name of the vendor of the petitioner by means of the said document. The said stand taken by the respondents is not at all legally sustainable. Even if it is true that there was some document executed on 31.07.2007, since it did not transfer title in favour of the vendor of the petitioner as transfer of title had already been effected by virtue of the scheme order, there is no question of collecting any stamp duty, penalty and registration charges for the said document. Thus, the impugned notice is highly misconceived and the same thereafter, requires to be quashed."*

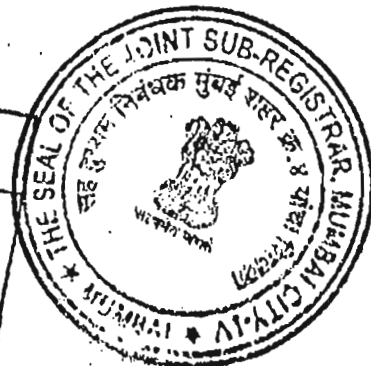
4. This Addendum is to be read along with the Title Report. All other terms of the Title Report will remain unchanged.

Dated this 3rd day of September, 2014

For Wadia Ghandy & Co.

D. Habban
Partner

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WADIA GHANDY & CO.

mortgage thereon pending stamping and registration of the order sanctioning scheme, subject also to the following: -

- (i) Due compliance with the terms and conditions of the Deed of Lease dated 3rd October 1928 including the condition that prior written permission of MCGM will be taken for any development on the Leasehold Land;**
- (ii) Due compliance with the terms and conditions of the Sanction Order and the Sanctioned Scheme;**
- (iii) Due compliance with the terms and conditions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991 and orders of the Monitoring Committee from time to time; and**
- (iv) The undertaking given by SRTL in Writ Petition No. 2443 of 2010."**

3. After paragraph D. 8. of the Title Report, we wish to add the following paragraphs:

9. Under Section 18(6A) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("SICA"), where a sanctioned provides for the transfer of any property or liability of a sick industrial company in favour of any other company or person then, by virtue of, and to the extent provided in, the scheme, on and from the date of coming into operation of the sanctioned scheme or any provision thereof, the property shall be transferred to, and vest in, and the liability shall become the liability of, such other company or person. Regarding Section 18(6A) of the SICA, the Hon'ble Madras High Court in, *M/s. Krishnamachari & Co. vs. The Joint Sub Registrar, Writ Petition No. 284 of 2008*, held the following: -

"21. Similarly, when a scheme is approved by the BIFR, as I have already held, the properties of the erstwhile company automatically stands transferred and vested in the company in whose favour the scheme is issued by operation of law. Both in the case of amalgamation under the Companies Act, as well as in the case of any scheme under the BIFR, the transfer is not effected on the act of parties, but it is by operation of law. It is an involuntary transfer which takes place as soon as the statutory authority namely the BIFR passes the order. Any other document which is executed subsequent to the said order does not transfer the title from the

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WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Building, 123, Malabar Gani Road, Mumbai - 400 001, India.
Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6184, +91 22 2267 0225
General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/DDA/10006/8597/2014

Addendum to Title Report

SWAYAM REALTORS AND TRADERS LLP

Marathon Futurex,
N.M. Joshi Marg,
Lower Parel,
Mumbai 400013

Attn: MR. MAYUR SHAH AND MR. CHETAN SHAH

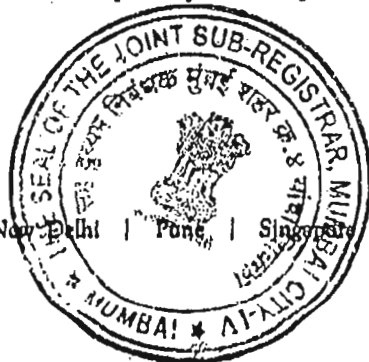
Re: Our title report dated 7th July 2014 bearing reference no. NL/DDA/100006/6688/2014 ("the Title Report") in respect of all those pieces or parcels of land bearing Cadastral Survey Nos. 1798, 16/1840 and 1841 of Byculla Division admeasuring in aggregate 49,422.81 square meters or thereabouts situated at Byculla at the junction of Tank Pakadi and Water Streets in the City and Island and registration Sub-District of Bombay ("the said Land")

1. We refer to the Title Report. Capitalized terms used but not defined herein shall have the same meaning ascribed to these terms in the Title Report.
2. We clarify that the Report on title may be relied upon by Housing Development Finance Corporation Limited, having its registered office at Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai - 400 020. The existing Paragraph Q (Conclusion) of the Title Report be replaced with the following language: -

"Subject to what is mentioned above, we are of the opinion that, pursuant to the Sanction Order and the Sanctioned Scheme, the said Land has vested in SRTL and SRTL is the owner of the Freehold Land and Lessee of the Leasehold Land and, as the owner of the Freehold Land, SRTL can, pending the final decision on the application submitted by SRTL with the Office of the Superintendent of Stamps for adjudication of the Sanctioned Order together with the Sanctioned Scheme, as referred to in Paragraph 8 of the Title Report presently create a

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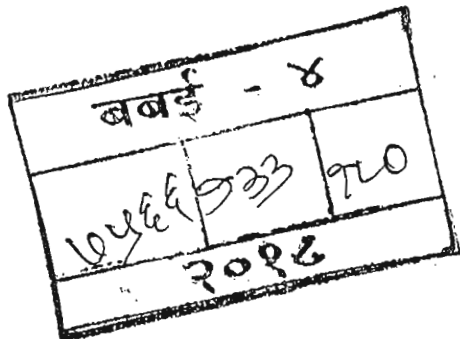


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Annexure "D"

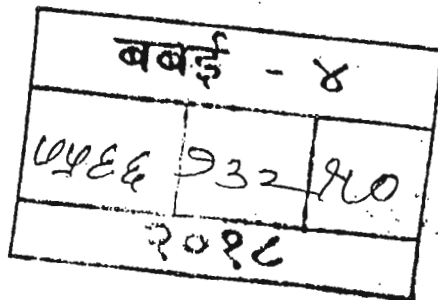
(List of documents reflected in the search conducted at the office of the Sub-Registrar of Assurances)

1. Affidavit dated 11th October, 2013 of Swayam Realtors & Traders LLP and registered with the office of the Sub Registrar of Assurances under Serial No. 7834 of 2013.
2. Deed of Mortgage dated 5th September, 2014 executed by and between Swayam Realtors & Traders LLP of the one part and Housing Development Finance Corporation Ltd. of the other part and registered with the office of the Sub Registrar of Assurances under Serial No. 3646 of 2014.
3. Affidavit dated 27th October, 2014 of Swayam Realtors & Traders LLP and registered with the office of the Sub Registrar of Assurances under Serial No. 9041 of 2014.
4. Affidavit dated 3rd November, 2014 of Swayam Realtors & Traders LLP and registered with the office of the Sub Registrar of Assurances under Serial No. 9042 of 2014.
5. Affidavit dated 31st March, 2016 of Swayam Realtors & Traders LLP and registered with the office of the Sub Registrar of Assurances under Serial No. 1981 of 2016.
6. Affidavit dated 16th April, 2016 of Swayam Realtors & Traders LLP and registered with the office of the Sub Registrar of Assurances under Serial No. 3662 of 2016.



WADIA GHANDY & CO.

14. Undertaking dated 16th April, 2016 Issued by SRTL In favour of MCGM registered with the office of the sub-registrar of assurances under Serial No. BBE-2 / 3662 of 2016.
15. Letter dated 4th August, 2016 bearing No. EB/4820/E/AL addressed by MCGM In favour of SRTL.
16. Letter dated 2nd May, 2016 addressed by SRTL to MCGM.
17. Letter dated 9th May, 2016 addressed by SRTL to MCGM.
18. Letter dated 5th December, 2011 Issued by the MCGM.
19. Letter dated 13th October 2014 bearing No. EB/5709/E/A addressed by MCGM In favour of M/s. Matrix (Architect).
20. Letter dated 18th October 2014 bearing No. EB/4820/E/AL addressed by MCGM.
21. Letter dated 25th November 2014 bearing No. Dy.Eh.E/P-647/Traffic addressed by MCGM In favour of M/s. Matrix (Architect).
22. Letter dated 4th August, 2016 bearing No. EB/4820/E/AL addressed by MCGM In favour of M/s. Matrix (Architect).
23. DP Remark issued by MCGM dated 4th April 2015 bearing no. CHE/951/DpCity/E.

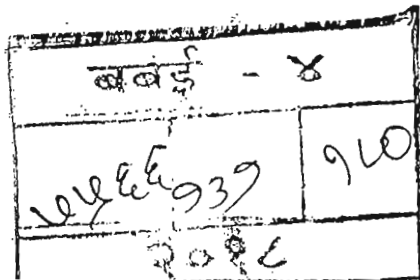


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Annexure "C"

(List of documents perused)

1. Letter dated 25th February 2014 addressed by SRTL to the Collector, Thane.
2. Mortgage Deed dated 5th September, 2014 executed between SRTL and HDFC registered with the office of the sub-registrar of assurances under Serial No. BBE-4/3646/2014.
3. Letter dated 5th December, 2011 issued by the MCGM, Traffic Control Branch considering proposal to develop a public parking lot.
4. Undertaking dated 27th October, 2014 Issued by SRTL in favour of MCGM registered with the office of the sub-registrar of assurances under Serial No. 9041 of 2014.
5. Letter dated 18th October, 2014 addressed by MCGM to Architects for SRTL, bearing No. EB/4820/E/AL has granted its approval to the amended Layout Plans.
6. Letter dated 10th December 2014 addressed by MCGM to M/s. Matrix (Architects & Engineers)
7. Letter dated 3rd January, 2015 bearing no. E/BFV/354-A/4458/14-15 addressed by MCGM to SRTL.
8. Minutes of Meeting of the MCGM dated 6th April, 2015.
9. Letter dated 8th April, 2015 bearing no. ACE/3065/SR addressed by the MCGM to SRTL.
10. 2 (two) separate letters both dated 21st March, 2016 addressed by MCGM to SRTL.
11. Letter dated 29th February 2016 addressed by MCGM to SRTL.
12. Letter dated 31st March 2016 addressed by MCGM to SRTL.
13. Undertaking dated 31st March, 2016 Issued by SRTL in favour of MCGM registered with the office of the sub-registrar of assurances under Serial No. BBE-5 / 1981 of 2016.



Annexure "B"

Part A

(List of original title documents deposited with HDFC)

1. Conveyance Deed dated 5th January, 1876 between Dwarkadas Vussonjee of the First Part, Khatau Makanji of the Second Part and Khatau Makanji Spinning and Weaving Company Limited of the Third Part;
2. Conveyance Deed dated 27th March, 1896 between Krishnanath Ambarnath Kitikar of One Part and Khatau Makanji Spinning and Weaving Company Limited of the Other Part;
3. Conveyance Deed dated 9th August, 1900 between Municipal Corporation for the City of Bombay of One Part and Khatau Makanji Spinning and Weaving Company Limited of the Other Part;
4. Conveyance Deed dated 2nd August, 1911 between Karsondas Hargovan Chattu, Ramdas Karsondas, Moorarji Karsondas, Parmanand Karsondas, Toolsidas Karsondas and Mamubai (widow of Damodar Madhowji Rupjee) of the First Part, Gordhandas Khatau of the Second Part and Khatau Makanji Spinning and Weaving Company Limited of the Third Part;
5. Conveyance Deed dated 24th June, 1936 between Municipal Corporation for the City of Bombay of One Part and Khatau Makanji Spinning and Weaving Company Limited of the Other Part.

Part B

(List of original title document inspected by us)

Indenture of Lease dated 3rd October, 1928 executed between the Trustees for the Improvement of the City of Bombay (therein referred to as the Board) of the One Part and KMCL (therein referred to as the Lessee) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 5492 of 1928.

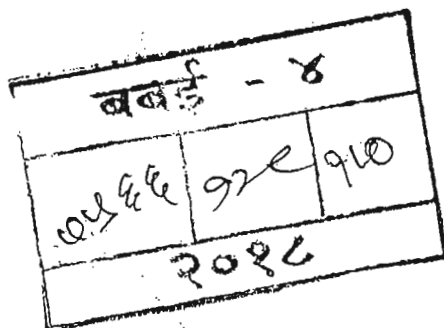
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8. Deed of Declaration dated 6th June, 2008 executed by Chetan Shah, authorised signatory of M/s. Columbla Crome (India) Private Limited and Mr. Panna Khatau, Executive Director of Khatau Makanji Spinning & Weaving Limited bearing Registration No. BBE-2/3528/2008.
9. Deed of Affidavit dated 3rd August, 2009 executed by Chetan Shah, Director of Swayam Realtors & Traders Limited in favour of Bombay Municipal Commissioner bearing Registration No. BBE-2/5415/2009.
10. Deed of Affidavit dated 7th February, 2011 executed by Chetan Shah, Director of Swayam Realtors & Traders Limited in favour of Municipal Commissioner bearing Registration No. BBE-2/3814/2011.
11. Deed of Affidavit dated 7th February, 2011 executed by Chetan Shah, Director of Swayam Realtors & Traders Limited in favour of Municipal Commissioner bearing Registration No. BBE-2/3815/2011.
12. Indemnity Bond dated 4th November, 2011 executed by Mayur R. Shah, Director of Swayam Realtors & Traders Limited bearing Registration No. BBE-2/8147/2011.

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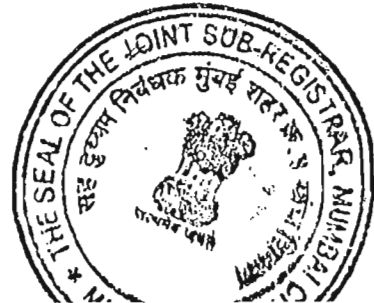
ANNEXURE - "D"

DOCUMENTS REFLECTED IN SEARCH REPORT

1. Deed of Conveyance dated 24th June, 1936 bearing Registration No. 3713/1936 executed by the Municipal Corporation of the City of Bombay through Municipal Commissioner in favour of The Khatau Makanji Spinning & Weaving Company Limited.
2. Lease Deed dated 7th August, 1936 bearing Registration No. 4249/1936 executed by and between The Khatau Makanji Spinning & Weaving Company Limited and The Bombay Electric Supply & Tramways Company Limited.
3. Deed of Declaration dated 6th June, 2008 executed by S. Ramamurti, authorized signatory of M/s. Columbia Crome (India) Private Limited and Mr. Panna Khatau, Executive Director of Khatau Makanji Spinning & Weaving Limited bearing Registration No. BBE-2/3521/2008.
4. Deed of Declaration dated 6th June, 2008, executed by S. Ramamurti, authorized signatory of M/s. Columbia Crome (India) Private Limited and Mr. Panna Khatau, Executive Director of Khatau Makanji Spinning & Weaving Limited bearing Registration No. BBE-2/3522/2008.
5. Deed of Declaration dated 6th June, 2008 executed by S. Ramamurti, authorized signatory of M/s. Columbia Crome (India) Private Limited and Mr. Panna Khatau, Executive Director of Khatau Makanji Spinning & Weaving Limited bearing Registration No. BBE-2/3523/2008.
6. Deed of Declaration dated 6th June, 2008 executed by S. Ramamurti, authorized signatory of M/s. Columbia Crome (India) Private Limited and Mr. Panna Khatau, Executive Director of Khatau Makanji Spinning & Weaving Limited bearing Registration No. BBE-2/3524/2008.
7. Deed of Declaration dated 6th June, 2008 executed by S. Ramamurti, authorized signatory of M/s. Columbia Crome (India) Private Limited and Mr. Panna Khatau, Executive Director of Khatau Makanji Spinning & Weaving Limited bearing Registration No. BBE-2/3525/2008.

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terms and conditions mentioned therein. This approval was for revised plans where all wings had common basement of three levels, ground floor on stilts, common 1st to 7th podiums, 8th podium for RG and thereafter wings A and B had 9th to 55th upper residential floors with height of 189.40 square metres and wings C and D had 9th to 49th upper residential floors with total height of 167.40 square metres, on the terms and conditions mentioned therein.

14. MCGM has issued a Commencement Certificate dated 13th December 2013 bearing No. EEBPC/5709/E/A for construction of the proposed residential building no. 1 on the said Land on the terms mentioned therein. The said Commencement Certificate is valid upto 12th December, 2014. The commencement certificate has been granted for plinth for wing A of Building No.1 as per amended approval dated 13th September 2013.
15. SRTL has declared that the said Land is not affected by any provision of the ULC Act and that there are no orders or proceedings under the ULC Act affecting the said Land and that at the time the ULC Act had come into force the said Land was fully built upon and therefore there was no surplus land within the meaning of the ULC Act so far as the said Land was concerned.
16. SRTL has declared that, for the purposes of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991, no portion of the said Land needs to be surrendered to MCGM or Maharashtra Housing and Area Development Authority ("MHADA") or any other authority (save and except set back).

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10. By and under its letter dated 9th May, 2011 bearing No. EB/ 5709/ E/ A/ addressed to M/s. Matrix, MCGM has granted its approval to the amended plans submitted with respect to residential building No.1 proposed to be constructed on the said Land subject to the terms and conditions mentioned therein.
11. Municipal Corporation of Greater Mumbai, Mumbai Fire Brigade, has, by and under its letter dated 1st August, 2011 bearing No. M.F.B No. HR/ City/451A issued a no objection for the construction of a high-rise residential building comprising 4 wings being wings A, B, C and D. All wings had a common ground floor on stilts plus common 1st and 2nd floors as two level podiums and thereafter wings A and B had 3rd to 18th upper residential floors with height of 68.65 square metres and wings C and D had 3rd to 6th upper residential floors with total height of 25.35 square metres, on the terms and conditions mentioned therein.
12. Deed of Indemnity Cum Undertaking dated 4th November, 2011 has been executed by SRTL in favour of MCGM and the Municipal Commissioner and registered with the office of the Sub- Registrar of Assurances under Serial No. BBE - 2/8147/2011 in respect of the First Leasehold Land and the Third Leasehold Land. In the recitals of this deed of Indemnity-cum-undertaking it is recorded that the Municipal Commissioner had agreed to bring the name of SRTL on the office record of the Assistant Commissioner (Estate) as lessee or obligor and the deed of indemnity-cum-undertaking was being executed accordingly by SRTL in favour of the MCGM and the Municipal Commissioner to indemnify the MCGM and the Municipal Commissioner accordingly. SRTL has inter- alla undertaken to (i) indemnify the Corporation/MCGM against all actions, claims damages, demand of any nature instituted preferred, claimed or made against the Corporation and/or MCGM; (ii) pay fees and charges, property tax etc. enumerated in the application taken out before the BIFR in case no. 135/1989, on the application being finally decided on merits and (iii) comply with the terms and conditions of the Lease Deed dated 3rd October, 1928.
13. MCGM, Mumbai Fire Brigade, has, by and under its letter dated 30th May, 2012 bearing No. F.B /HR/ City/99 issued a no objection for the construction of a high-rise residential building comprising 4 wings being A, B, C and D on the

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WADIA GHANDY & Co.

then existing mill structure was 45,195.84 square metres and the land component of the chawl structure was 4,430.59 square metres and therefore there was no balance open plot. Permissible FSI was mentioned as 1.33 and permitted built-up area was mentioned as 66,003.15 square metres.

8. By and under a letter dated 22nd December 2010, addressed by M/s. Matrix to the Ward Officer (Estates), M/s. Matrix has submitted a proposal to commence work on the said Land and in that regard has requested a No Objection Certificate from the Ward Officer (Estates).
7. By and under an Undertaking dated 7th February, 2011 executed by Chetan Shah, Director of SRTL in favour of Municipal Commissioner and registered with the Office of the Sub- Registrar of Assurances under Serial No. BBE-2/3814/2011 in relation to proposed building no.2 to be constructed on the said Land, the said Chetan Shah on behalf of SRTL agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.
8. By and under an Undertaking dated 7th February, 2011 executed by Chetan Shah, Director of SRTL in favour of Municipal Commissioner and registered with the Office of the Sub- Registrar of Assurances under Serial No. BBE-2/3815/2011 in relation to proposed building no.1 to be constructed on the said Land, the said Chetan Shah on behalf of SRTL has agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.
9. By and under a letter dated 14th April 2011 and bearing Reference No. EB/4820/E/AL addressed by MCGM to M/s. Matrix, Architects, MCGM has approved the amended layout plan with respect to the said Land subject to the terms and conditions as stated in the MCGM's letters of approval dated 6th August, 2009 and 9th November, 2010. In the plan attached to this approval, it is mentioned that the road set-back was 1002.49 square metres and that the land component of the then existing mill structure was 45,195.84 square metres and the land component of the chawl structure was 4,430.59 square metres and therefore there was no balance area.

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ANNEXURE "C"
APPROVALS

1. Layout in respect of the said Land approved under approval dated 3rd August 2009 given by MCGM bearing reference no. EB/4820/E/AL and registered with the Office of the Sub- registrar of Assurances under Serial No. BBE-2/5415/2009 on the terms and conditions mentioned therein, which has been agreed to by SRTL.
2. By and under a letter dated 6th August 2009 and bearing Reference No. EB/4820/E/AL addressed by MCGM to SRTL, MCGM has approved the layout of the said Land subject to the terms and conditions mentioned in the above registered approval dated 3rd August 2009.
3. The MCGM, has, by and under Intimation of Disapproval dated 6th October, 2010 bearing No. E.B./ CE/ EB/ 5709/ E/ A/ BS/ A issued in favour of SRTL, granted its approval with respect to Building No.1 to be constructed on the said Land subject to the terms and conditions mentioned therein. One of the terms is that the no-objection certificate from the assistant Commissioner (estates) had to be submitted.
4. The MCGM, has, by and under Intimation of Disapproval dated 28th October, 2010 bearing No. E.B./ CE/ EB/ 5708 / E/ A/ BS/ A issued in favour of SRTL, granted its approval with respect to Building No.2 to be constructed on the said Land subject to the terms and conditions mentioned therein. One of the terms is that the no-objection certificate from the assistant Commissioner (estates) had to be submitted.
5. By and under letter dated 9th November 2010 and bearing Reference No. EB/4820/E/AL addressed by MCGM to one M/s. Matrix, MCGM approved the proposed amended layout with respect to the said Land subject to (i) the terms and conditions mentioned in Letter dated 6th August, 2009 and (ii) the development/ redevelopment being governed as per the provisions of the modified Regulation No. 58 of the Development Control Regulation for Greater Mumbai, 1991. In the plan attached to this approval, it is mentioned that the road set-back was 1002.49 square metres and that the land component of the

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WADIA GHANDY & Co.

					about KMCL's godowns or premises at Bombay or wherever else the same may be including any such goods in course of transit of delivery and on all KMCL's present and future book debts, o/s. moneys, receivables, claims, bills, contracts, engagements, securities, investments, rights and assets.
TOTAL			29,53,03,803/-		

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					respect of LC 4) Form K Special dated 23.1.80 Rs. 102 lakhs in respect of bonus shares	
21.	19/10/1992	01/02/1993	100,00,000/-	Agreement for CC. Hypothecation of Goods, Debts and Assets (Form "K" Special)	Hypothecation by way of 1 st charge on the whole of KMCL's stocks of RM, FG, SIP, S&S which shall be brought into stored or be in or about KMCL's godowns or premises at Bombay or wherever else the same may be including any such goods in course of transit or delivery and (secondly) all KMCL's present and future bank debts, a/s, moneys, receivables, claims, bills, contracts, engagements, moneys, receivables, rights and assets.	State Bank of India, Commercial Branch, Justice G.N. Valdia Marg, Bombay - 23.
22.	24/11/1985	11/01/1985	100,00,000/-	Agreement for CC. Hypothecation of Goods, Debts and Assets (Form "K" Special)	1 st charge on whole of KMCL's stocks of RM, FG, SIP, S&S which or hereafter from time to time during this security shall be brought into stored or in or	State Bank of India, Commercial Branch, Justice G.N. Valdia Marg, Bombay - 23.

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<p>RM, R.G.S.P.S & stored or brought in or about KMCL's godowns/pre mises at Bombay or wherever else or in course of transit. b) KMCL's present and future book debts, or/ money, receivables, claims, bills, contracts, engagements, securities, investments, rights and assets. The goods debts & assets hypothecated to the bank and its assigns by way of 1st charge subject however to the security constituted by: (1) CC Form K Special dated 25.2.88 - Ra. 1224 Lakhs (2) Form K Special dated 18.8.83 Ra. 200 Lakhs in respect of C/ce Limited (3) Form K Special dated 9.1.88 Ra. 300 Lakhs in</p>					
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WADIA CHANDY & CO.

WADIA GHANDY & CO.

					<p>debts, o/s monays; receivables, claims, bills, contracts, engagements, securities, investments, rights and assets.</p> <p>The goods debts & assets hypothecated to the bank and its assigns by way of 1st charge subject however to the security constituted by:</p> <p>1) CC Form K Special dated 25.2.88 - Rs. 1224 Lakhs</p> <p>2) Form K Special dated 18.8.83 Rs. 200 Lakhs in respect of Gtes Limited</p> <p>3) Form K Special dated 9.1.88 Rs. 300 Lakhs in respect of LC</p> <p>4) Form K Special dated 23.1.90 Rs. 102 lakhs in respect of bonus shares</p>	
20.	20/06/1991	01/01/1992	250,00,000/-	Agreement for CC. Hypothecation of Goods Debts and Assets (Form "K" Special)	First charge by hypothecation of: a) The whole of KMCL's present and future stocks of	State Bank of India, Commercial Branch, Justice G.N. Valdy Marg, Bombay - 23.

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WADIA GHANDY & Co.

					<p>this security shall be brought into stored or be in or about the borrower's godowns or premises at Bombay or wherever else the same may be including any such goods in course of transit or delivery and all KMCL's present and future book debts, a/s. moneys, receivables, claims, bills, contracts, engagements, securities, investments, rights and assets.</p>	
19.	24/09/1980	15/01/1992	300,00,000/-	<p>Agreement for CC. Hypothecation of Goods Debts and Assets (Form 'K' Special)</p>	<p>First charge by hypothecation of: a) The whole of KMCL's present and future stocks of RM,FG,SIP,S & S stored or brought in or about KMCL's godowns/premises at Bombay or wherever else or in course of transit. b) KMCL's present and future book</p>	<p>State Bank of India, Commercial Branch, Junction G.N. Valdy Marg, Bombay - 23.</p>

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WADIA GHANDY & Co.

					<p>created or to be created in favour of KMCL's Bankers viz:</p> <p>1) Stock of Raw material, Semi Finished and finished goods, consumable stores and spares not relating to P & M for securing borrowings relating to Working Capital requirements etc.</p> <p>2) Specified items of machinery to be purchased by KMCL under deferred payment facilities.</p> <p>The mortgage and charge referred to above shall rank pari passu with the mortgage and or charge created and/or to be created in favour of SBI for securing guarantees issued by them under deferred payment terms for Ra.335.17 Lakhs up to 30.06.1984.</p>	
18.	19/04/1989	12/05/2000	60,00,000/- Cash Credit Limit	Agreement for Hypothecation of Goods, Debts & Asset	Whole of KMCL's entire stock of RM, FG, SIP, S&S which now or hereafter from time to time during	State Bank of India, Commercial Branch, Justice G.N. Vaidya Marg, Bombay - 400 023

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17.	24/08/1888	05/01/1889	400,00,000/-	Debenture Trust Deed	<p>a) A mortgage of all the immovable properties pertaining to KMC's units at Byulla and Borvall both present and future, b) A first charge by hypothecation of all moveable properties at KMC's units at Byulla and Borvall (save and except book debts) and present and future, subject to prior charges</p>
					<p>instruments, bills, drafts bills of Lading policies of insurance and other documents and instruments relating to such goods together with benefit of all rights relating and KMC's present and future book debts, o/a, money, receivables, claims, contracts, engagements, securities, investments, rights and assets.</p>

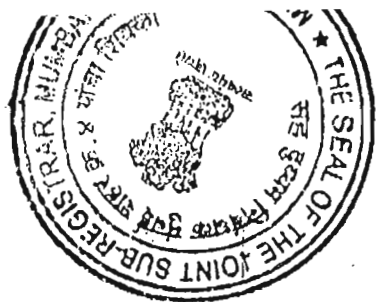
State Bank of India, Service Banking Div. Main Branch, Apollo Street, Fort, Bombay - 23.



Handwritten notes and stamps: '10/11/88', '2 - 5', and a date stamp '07/06/88'.

<p>No. Stainless steel winch washers, 9) 1 LR High speed Draw Frame D06, 7) 1 Prinnox High production fuel sewing Stentel Model FS 600 pin and clip type, 8) High production cards - 6 Nos., 8) Spindles purchased / to be purchased on deferred payment terms which shall be brought into store or be in or about KMCL's premises at Bombay or wherever else.</p>	<p>The whole of KMCL's present Commercial Branch, Justice G.N. Valaya Marg, Bombay - 23. stores whether raw or in process of manufacture and all articles manufactured therefrom stored or kept lying in possession of KMCL or Bank or any third party whether in India or elsewhere including in course of transit and also all shipping and other documents of the negotiable</p>	<p>Letter of Hypothecation</p>	<p>20,00,000/-</p>	<p>16/01/1892</p>	<p>01/01/1888</p>	<p>18.</p>
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18.	01/01/1888	15/02/1888	150,00,000/-	<p>(Form 'C') B) Agreement for CC Hypothecation of Assets (Form 'A') Logm. Cloth in bales and/or in cases, staple fibre, stable fibre, yarn & cloth, artificial silk yarn and cloth & stores, chemical colours & spare parts & whether raw or in process of manufacture and all articles manufactured into stored or be in or about KMCL's godowns or premises at Bombay or wherever else and all present and future book debts, a/s, monies, receivables, claims, bills, contracts, engagements, securities, investments, rights and assets.</p> <p>Calendar Power Logm. Cloth in Bales and/or in cases, staple fibre, stable fibre, yarn & cloth, artificial silk yarn and cloth & stores, chemical colours & spare parts & whether raw or in process of manufacture and all articles manufactured into stored or be in or about KMCL's godowns or premises at Bombay or wherever else and all present and future book debts, a/s, monies, receivables, claims, bills, contracts, engagements, securities, investments, rights and assets.</p> <p>States Bank of India, Commercial Branch, Justice G.N. Valdia Merg, Bombay - 23.</p> <p>KMCL's machinery viz (1) Roller High drafting equipments for 2 (2) Roller High drafting equipments for 2 (3) Ring frames, 3) Auto Looms, 4) Spindles, 5) 2</p>
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WADIA GHANDY & CO.

				Hypothecation of Goods & Debts & Assets)	Relaxing machine type KNU 2000, 3) 1 No. continuous Tensionless Flash Ager and 1 Fakuda Low Liquor Overflow type machine purchased / to be purchased on deferred payment terms which shall be brought into stored or be in or about KMCL's premises at Bombay or wherever else. b) The whole of KMCL's stocks of RM, FG, SIP, Consumable stores & spares, stored or be in or about KMCL's premises at Bombay or wherever else and KMCL's present and future, book debts, a/s. moneys, receivables, claims, bills, contracts, engagements, securities, investments, rights & assets.	
14.	28/11/1988	14/01/1987	75,00,000/-	A) Agreement for CC Hypothecation of Goods	KMCL's present and future stocks of Cotton, Cotton yarn & cloth,	State Bank of India, Commercial Branch, Justice G.N. Valdia Marg,

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WADIA GHANDY & Co.

				b) Agreement for C.C. Hypothecation of Debts & Assets (Form "L")	etc., whether raw or in process of manufacture and all articles manufactured into stored or be in or about KMCL's godowns or premises at Bombay or wherever else. KMCL's all present and future book debts, a/c. monies, receivables, claims, bills, contracts, engagements, securities, investments rights & assets.	
11.	27/11/1986	18/09/1987	34,03,803/-	Agreement for Hire Purchase Finance Facility.	Hypothecation of One DG set with Accessories.	The Empire Finance Company Limited, 414 Senapati Bapat Marg, Lower Parel, Bombay - 13.
12.	27/11/1986	18/09/1987	34,00,000/-	Agreement for Hire Purchase Finance Facility.	Hypothecation of One DG set with Accessories.	The Empire Finance Company Limited, 414 Senapati Bapat Marg, Lower Parel, Bombay - 13.
13.	28/11/1986	14/01/1987	130,00,000/-	Special Hypothecation Agreement (Agreement for Hypothecation of Machinery & Special Hypothecation Agreement (Agreement for	a) KMCL's machinery viz: 1) One No. ACS 3000 Multuser Colour control system, 2) One No. complete set of Nissan New U - Safer continuous open width	State Bank of India, Commercial Branch, Justice G.N. Valdyia Marg, Bombay - 23.

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	09/01/ 1888 13/02/ 1888 300,00,000/-	Agreement for Hypothecation of goods debt and assets of Cotton, Cotton yarn & cloth, (Form 'K' Special) in Loom, Cloth in bales and/or in cases, staple fibre, staple fibre, yarn & cloth, artificial silk yarn, and cloth & stores, colours chemicals & spare parts whether raw or in process of manufacture and all articles manufactured brought into stored or be in or about KMCL's godowns or premises at Bombay or wherever else and all present and future book debts, due monies, receivables, claims, bills, contracts, engagements, securities, investments rights and assets.	Agreement for C.C. KMCL's present and future stocks of RM, FG, SIP, consumable stores, spares (Form 'K')	18/06/ 1888 25/07/ 1888 75,00,000/-	10. 18/06/ 1888 25/07/ 1888 75,00,000/-	State Bank of India, Commercial Branch, Justice G.N. Valdyar Marg, Bombay - 23. State Bank of India, Commercial Branch, Justice G.N. Valdyar Marg, Bombay - 23.
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WADIA GHANDY & Co.

					<p>Rapid Jet Dyeing Plant Model F-1.</p> <p>3) 2 Nos. Lakshmi Reftar Draw Frames D0/25.</p> <p>4) 1 Nos. Lakshmi Speed Frames and other equipment, purchased / to be purchased on deferred payment terms which shall be brought into stored or be in or about KMCL's premises at Bombay or wherever else including in the course of transit or delivery.</p>	
8.	30/09/1985	23/12/1985	69,00,000/-	Special Hypothecation Agreement (Agreement for Hypothecation of Machinery)	<p>KMCL's machineries: (1) High pressure Rotary Drum Washer, (2) Roller Jet Padder, (3) Automatic Selvedge stamping machine, imported / to be imported on deferred payment terms which shall be brought into stored or be in or about KMCL's premises at Bombay or wherever else the same may be including those in</p>	State Bank of India, Commercial Branch, Bombay - 23.

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Commercial Bank Branch, Bombay - State Bank of India, Commercial Bank Branch, Bombay - 23, Street, Bombay - 23.	KMCL's machinery - Agreement of Double SRD- 1) 7 Nos. 2) 1 No. Star High Temp. Pressure High Pressure	Special Hypothecation Agreement (Agreement of Double SRD- Hypothecation of machinery)	49,00,000/- 14/08/1984	23/04/1984 1984	7.
Commercial Bank Branch, Bombay - 23, Street, Bombay - 23.	and future stocks of Cotton, Cotton yarn & cloth, Galandered Power Loom, Cloth in bales and/or in cases, staple fibre, staple fibre, artificial silk yarn, and cloth & stores, colours chemicals & spare parts & spares raw or in process of manufacture and all articles manufactured into	brought into stored or be in or about KMCL's godowns or premises at Bombay or wherever else and all present and future book debts, of/ monies, receivables, claims, bills, contracts, engagements, securities, investments rights and assets.	for Hypothecation of Goods & Datta Assets (Form 'K Special) in respect of Gies Limited	1983 1983	1983 1983



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					Doublers ii) 2 NMM Super Doublers iii) 3 NMM Super Doublers iv) Steriter machine v) Rotary Ptg. Machine vi) Lakshmi Schwelzer Pim Winder purchased / to be purchased and stored or be in or about KMCL's premises at Bombay or wherever else the same may be including those in the course of transit or delivery.	
6.	10/04/1981	08/07/1981	100,00,000/-	Special Hypothecation Agreement	KMCL's machineries and accessories viz: i) Roving frames ii) 3 Prin winders iii) Open Scanner Machine iv) 16 Ring frames and v) Flat bed, purchased and stored or be in or about KMCL's premises at Bombay or wherever else the same may be including those in the course of transit or delivery.	State Bank of India, Commercial Branch, Bank Street, Bombay - 23.
6.	18/08/	18/12/	200,00,000/-	An Agreement	KMCL's present	State Bank of India,

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	Investments rights and assets.								
	KMCL's present Apollo Brook Farm, Bombay - 1	debt, c/a, mortgage receivables, claims, bills, contracts, engagements, securities, investments rights and assets.							
2	State Bank of India, Apollo Brook Farm, Bombay - 1	KMCL's present and future debt, c/a, mortgage receivables, claims, bills, contracts, engagements, securities, investments rights and assets.	Agreement for Cash Credit and Hypothecation of Debt & Assets	28/08/1972	310,00,000/-	28/08/1972	01/08/1972		
3	State Bank of India, Main Branch, B.S. Marg, Bombay - 1.	calendered power loom, cloth in bales and/or in cases, staple fibre yarn and cloth artificial silk yarn and cloth and stores, colours and chemicals and spare parts whether raw or in process of manufacture and all articles manufactured brought into stored or be in or about KMCL's godowns or premises at Bombay or wherever else.	Agreement for Cash Credit of KMCL's stocks of cotton yarn & cloth, Hypothecation of Goods	21/08/1973	80,00,000/-	1973	28/07/1973		
4	State Bank of India, Commercial Bank Branch, Street, Bombay - 23		Special Hypothecation Agreement	01/11/1980	100,00,000/-	1980	04/09/1980		



WADIA GHANDY & CO.

ANNEXURE B

LIST OF UNASSIGNED CHARGES

Sr. No.	Date of Charge	Date of Registration	Amount of Charges (Rupees in Lakhs)	Document or Charges in	Short particulars of property charged	Name and address of the person in whose favour charge is created
1.	28/12/1984	18/01/1985	75,00,000/-	Agreement for Cash Credit and Hypothecation of Debts & Assets	Calendar Power Loom, Cloth in bales and/or in cases, staple fibre, stable fibre, yarn & cloth, articles, silk yarn and cloth & stores, colours chemicals & spare parts whether raw or in process of manufacture and all articles manufactured brought into or be in or stored or be in or about KMCL's godowns or premises at Bombay or wherever else and all present and future book debts, o/a, monies, receivables, claims, bills, contracts, securities,	State Bank of India, Apollo Street, Fort, Bombay - 1



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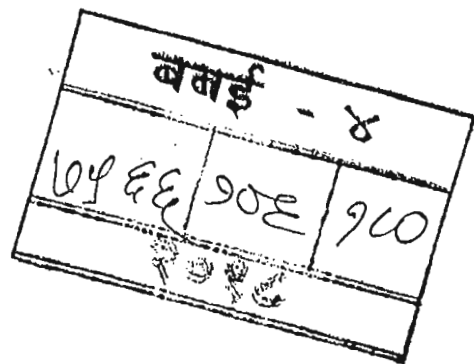
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WADIA GHANDY & Co.

88. Letter dated 30th May, 2012 bearing No. F.B /HR/ City/99 issued by MCGM, Mumbai Fire Brigade, whereby, MCGM has, issued a no objection for the construction of a high-rise residential building comprising 4 wings being A, B, C and D on the terms and conditions mentioned therein.

89. Commencement Certificate dated 13th December 2013 Issued by MCGM bearing No. EEBPC/5709/E/A for construction of the proposed residential building no. 1 on the said Land on the terms mentioned therein.

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37. Letter dated 16th June, 2006 addressed by Life Insurance Corporation of India to KMCL wherein LIC has, inter-alia, mentioned that as per its books of accounts 15% NCDs specified therein were fully settled / redeemed and there were no outstanding dues from KMCL.

38. Letter dated 20th June, 2006 from New India Assurance Company Limited to KMCL wherein it was mentioned that the one-time settlement proposal of KMCL had been approved by its competent authority.

39. Order dated 16th October 2008 passed in Writ Petition No. 1755 of 2008 filed by Khatau Mills Kamgar Committee in the Hon'ble Bombay High Court.

40. Common judgment dated 5th March 2010 passed by the Industrial Court, Maharashtra at Mumbai in Appeal (IC) No. 58 of 2009 in Application (BIR) No. 62 of 2007 and 102 other appeals.

41. Audited accounts of SRTL for the financial year ended 31st March 2013.

42. Order dated 23rd October 2007 passed by the Commissioner of Labour, Maharashtra, the Commissioner of Labour granted closure permission under Section 25(O) of the Industrial Disputes Act, 1947.

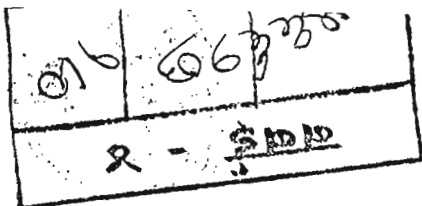
43. Order dated 3rd April 2008 passed by the Commissioner of Labour under section 25-O (b) of the Industrial Disputes Act, 1947.

44. Order dated 20th August, 2008 in Writ Petition No. 1670 of 2008 filed by KMCL in the Hon'ble Bombay High Court.

45. Order dated 17th March 2009 in Writ Petition No. 2669 of 2008 filed by Khatau Mills Kamgar Committee in the Hon'ble Bombay High Court.

46. Letter dated 21st June 2010 addressed by SRTL to the Labour Commissioner, where under SRTL submitted a demand draft of Rs. 2,65,75,285/- (Rupees two Crore fifty five lakh seventy five thousand two hundred and eighty five) towards payment of dues of about 168 workers.

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WADIA GHANDY & CO.

26. Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3525 of 2008.
27. Deed of Assignment dated 28th July 2008 executed between Industrial Development Bank of India Limited, CCPL and KMCL.
28. Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3523 of 2008.
29. Deed of Assignment dated 12th March 2007 executed between IFCI Limited, CCPL and KMCL.
30. Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3522 of 2008.
31. Deed of Assignment dated 11th June 2007 executed between, Inter-alia, State Bank of India, CCPL and KMCL.
32. Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3526 of 2008.
33. Deed of Assignment dated 13th October 2007 executed between IIBI Limited, CCPL and KMCL.
34. Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3524 of 2008.
35. Letter dated 11th February 2010 from UTI Asset Management Company Limited to KMCL, wherein UTI Asset Management Company Limited confirmed that its dues had been paid.
36. Letter dated 2nd June 2006 from General Insurance Corporation of India to KMCL wherein it is mentioned that 15% PNCDs specified therein had been fully repaid with accrued interest thereon and there was no outstanding interest or principal due from KMCL.

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16. Order dated 30th June, 2011 passed by the Learned Chairman of the Hon'ble AIFR dismissing the appeal filed by the Government of Maharashtra before the Hon'ble AIFR.

17. Order dated 1st July, 2011 passed by the Learned Members of the Hon'ble AIFR dissenting the views of the Learned Chairman and allowing the Appeal filed by the Government of Maharashtra.

18. Order dated 2nd September, 2011 in Writ Petition bearing No. 6414 of 2011 filed by SRTL before the Hon'ble Delhi High Court challenging the orders dated 30th June, 2011 and 1st July, 2011

19. Order dated 28th February, 2014 passed in Writ Petition bearing No. 8816 of 2012 filed by SRTL in the Hon'ble Bombay High Court against the AIFR.

20. Order dated 25th April, 2014 passed by the Hon'ble Supreme Court of India in Special Leave Petition bearing No. 10585 of 2014 filed by SRTL before the Hon'ble Supreme Court of India.

21. Application dated 25th February, 2011 filed with the Office of the Superintendent of Stamps for adjudication of the Sanctioned Order together with the Sanctioned Scheme along with an affidavit dated 28th June 2010 filed by SRTL

22. Papers and proceedings in Miscellaneous Application No. 167 of 2012 filed before the BIFR by KMCL along with copy of the order dated 3rd January 2013 passed therein.

23. Deed of Assignment dated 21st April 2006 executed between ICICI Bank Limited, CCPL and KMCL.

24. Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3821 of 2008.

25. Deed of Assignment dated 27th June 2008 executed between Life Insurance Corporation of India, CCPL and KMCL.

27.



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WADIA GHANDY & CO.

6. Indenture of Lease dated 3rd October, 1928 executed between the Trustees for the Improvement of the City of Bombay (therein referred to as the Board) of the One Part and KMCL (therein referred to as the Lessee) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 5492 of 1928
7. Agreement dated 7th August, 1936 executed between KMCL (therein referred to as the Lessor) of the One Part and the Bombay Electric Supply and Tramways Company Limited (therein referred to as the Company) of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 4249 of 1936
8. Order dated 11th January, 2007 passed by the Board for Industrial and Financial Reconstruction sanctioning the scheme for rehabilitation of KMCL.
9. Papers and proceedings in an appeal filed before the AAIFR in Appeal No. 398 of 2003 in BIFR Case No. 135 of 1989 along with an order of August 1999 and orders dated 8th October, 1999 and 26th December, 2005 passed therein.
10. Memorandum of Understanding dated 6th December 2005 executed between KMCL, Rashtriya Mill Mazdoor Sangh and Fibre Box Bombay Private Limited.
11. Memorandum of Understanding dated 6th December 2005 executed between KMCL, Fibre Box Bombay Private Limited and Gini Kamgar Sangharsh Samiti.
12. Notice dated 31st January, 2007 issued by Additional Collector and Competent Authority (ULC) under Section 10 (5) of the Urban Land (Ceiling and Regulation) Act, 1976.
13. Order dated 16th September, 2008 in Writ Petition No. 2032 of 2008 filed in the Bombay High Court.
14. Order dated 11th June, 2009 in Writ Petition No. 309 of 2009 filed in the Bombay High Court.
15. Miscellaneous Application filed on 10th July, 2009 before the Hon'ble BIFR for implementation of the Sanctioned Scheme.

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ANNEXURE - "A"

PART B1

LIST OF DOCUMENTS PERUSED

1. Indenture of Conveyance dated 5th January, 1876 executed between Dwarakadass Vussonjee of the First Part and Khatou Malwanji of the Second Part and the Khatou Malwanji Spinning and Weaving Company Limited (therein referred to as the said Company and hereinafter referred to as "KMCL") of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 3A of 1876.

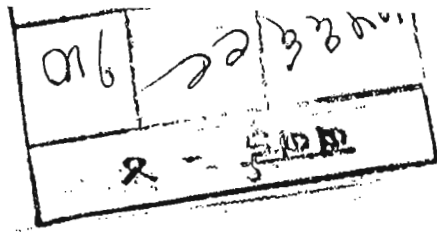
2. Indenture dated 27th March, 1896 executed between Krishnanath Ambarnath Kirtikar of the One Part and KMCL of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 1174A 1896

3. Indenture of Conveyance dated 9th August, 1900 executed between The Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the One Part and KMCL (therein referred to as the Company) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 1882A of 1900.

4. Indenture of Conveyance dated 2nd August, 1911 executed between Karsondas Hargovan Chattu, Ramdas Karsondas, Mooraji Karsondas, Parmanand Karsondas and Toolaldas Karsondas (being the minor sons of Karsondas Hargovan Chattu by their father and natural guardian) and Mamubal (the widow and the heir of Damodar Madhawji Rupjee) (therein referred to as the Vendore) of the First Part and Gordhandas Khatou of the Second Part and KMCL (therein referred to as the Company) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 2506A of 1911.

5. Indenture of Conveyance dated 24th June, 1938 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 3713 of 1938

D.A.



ANNEXURE "A"
PARTIAL

PART A LIST OF ORIGINAL TITLE DEEDS IN RESPECT OF THE SAID LAND INSPECTED

1. Conveyance Deed dated 5th January, 1876 between Dwarakadas Vussonjee of the First Part, Khatau Makanji of the Second Part and Khatau Makanji Spinning and Weaving Company Limited of the Third Part;

2. Conveyance Deed dated 27th March, 1888 between Krishnanath Ambarnath Kulkar of One Part and Khatau Makanji Spinning and Weaving Company Limited of the Other Part;

3. Conveyance Deed dated 9th August, 1800 between Municipal Corporation for the City of Bombay of One Part and Khatau Makanji Spinning and Weaving Company Limited of the Other Part;

4. Conveyance Deed dated 2nd August, 1811 between Karsondas Hargovan Chattu, Ramdas Karsondas, Mocarji Karsondas, Parnanand Karsondas, Toolaldas Karsondas and Mamubal (widow of Dermodar Madhooji) Rupjee) of the First Part, Gordhandas Khatau of the Second Part and Khatau Makanji Spinning and Weaving Company Limited of the Third Part;

5. Lease Deed dated 3rd October, 1928 between Trustees for the Improvement of City of Bombay of One Part and Khatau Makanji Spinning and Weaving Company Limited of the Other Part;

6. Conveyance Deed dated 24th June, 1938 between Municipal Corporation for the City of Bombay of One Part and Khatau Makanji Spinning and Weaving Company Limited of the Other Part.

7. Certified true copy of the Sanctioned Order and Sanctioned Scheme.



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WADIA GHANDY & CO.

surplus land available for sharing with MHADA in view of the fact that the existing built up area was more than the potential of the said Land.

3. Further, a complaint has been made by around 24 (twenty four) persons claiming to be ex-workers of KMCL and asking for payment of dues to them. KMCL and SRTL are opposing their claims. The matter is pending before the Monitoring Committee.

Q. CONCLUSION

Subject to what is mentioned above, we are of the opinion that, pursuant to the Sanction Order and the Sanctioned Scheme, the said Land has vested in SRTL and SRTL is the owner of the Freehold Land and Lessee of the Leasehold Land, subject also to the following: -

- (i) Due compliance with the terms and conditions of the Deed of Lease dated 3rd October 1928 including the condition that prior written permission of MCGM will be taken for any development on the Leasehold Land;
- (ii) Due compliance with the terms and conditions of the Sanction Order and the Sanctioned Scheme;
- (iii) Due compliance with the terms and conditions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991 and orders of the Monitoring Committee from time to time; and
- (iv) The undertaking given by SRTL in Writ Petition No. 2449 of 2010.

Dated this 7th day of July 2014

For Wadia Ghandy & Co.

D. Handker

Partner

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WADIA GHANDY & CO.

L. APPROVALS

We have also perused copies of approvals provided to us and these have been summarised in Annexure "C" hereto.

M. DEVELOPMENT PLAN REMARK

On perusal of the DP Remark issued by MCGM dated 7th June, 2012 we find that the said Land is affected by the reservation of Retention Activity and the said Land is situated in the Residential Zone. It is also mentioned that the land under reference fall partly under East Agripada (North & South) Estate Scheme No.32 hence specific remarks etc. should be obtained from the Assistant Commissioner (Estates) before any development on the plot. The aforesaid DP Remark was valid for a period of 1 (one) year.

N. SUB-REGISTRAR OF ASSURANCES

The documents reflected in the search reports as provided by our search clerk Mr. Ashish Javeri are listed in Annexure - "D".

O. PUBLIC NOTICE

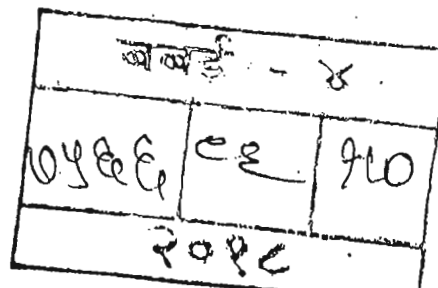
We have issued public notices in the Economic Times (English) and Navshakti (Marathi) on 4th June 2014. We have not received any objections pursuant to the aforesaid public notices issued by us.

P. MONITORING COMMITTEE MINUTES

1. Various meeting have been held before the Monitoring Committee ("Monitoring Committee") constituted under Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991 in relation to the redevelopment of the said Land.
2. The Monitoring Committee has at its meetings held on 9th May 2012, 2nd August, 2012, 13th June 2013 and 25th July, 2013, inter-alia recorded that as per the report of the Dy.Ch.Eng.(B.P.)City dated 4th May 2012, there was no

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J. SETTLEMENT OF STATUTORY LIABILITIES

SRTL has declared that all the statutory dues mentioned in the Sanctioned Scheme have been duly and fully paid and any dues, found to be pending, would be paid and settled by SRTL. We have not seen any documents in this regard and have relied on the aforesaid declaration of SRTL.

K. REVENUE RECORDS

1. Cadastral Survey No. 1798

The Property Card in respect of the C. S. No.1798 reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as 31,968.48 square meters (comprising foras land admeasuring 27,816 square yards and Municipal Leasehold land admeasuring 10,418 square yards). SRTL has to make necessary applications to amend the property register card to reflect the name of SRTL as the person in beneficial ownership of C.S. No.1798.

2. Cadastral Survey No.16/1840

The Property Card in respect of the C. S. No. 16/1840 reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as 5,282 square yards equivalent to 4,416.42 square meters. SRTL has to make necessary applications to amend the property register card to reflect the name of SRTL as the person in beneficial ownership of C.S. No.16/1840.

3. Cadastral Survey No. 1841

The Property Card in respect of the C. S. No.1841 reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as 13,037.91 square meters (comprising foras land admeasuring 11,829.22 square yards and municipal leasehold land admeasuring 3,784 square yards). SRTL has to make necessary applications to amend the property register card to reflect the name of SRTL as the person in beneficial ownership of C.S. No. 1841.

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2449 of 2010.

It appears that Gimi Kamgar Karnachari Nivara and Kalyankari Sangh, Mumbai filed a writ Petition being Writ Petition (L) No. 2449 of 2010 challenging the order dated 24th August 2010 of the Labour Commissioner. This Writ Petition was disposed of by the Hon'ble Bombay High Court by its order dated 20th December 2010 (read with speaking to the minutes dated 23rd December 2010 and 21st January 2011) and by this order the Hon'ble Bombay High Court refused to entertain this Writ Petition for the reasons mentioned therein. In this writ petition, SRTL has given an undertaking to the Hon'ble Bombay High Court that if the concerned 78 workmen mentioned therein obtained any order from any competent court for paying higher or further amount to the said 78 workmen, such further amounts would be paid by SRTL within one month from the date of such order. This undertaking was, however, without prejudice to the rights and contentions of SRTL to appeal and oppose proceedings filed by the Petitioner therein and to further challenge the order passed in such proceedings. It was also mentioned that the Petitioners therein could proceed against SRTL if the Petitioners therein had any right against SRTL. We have however not seen a copy of the papers and proceedings in Writ Petition (L) No.

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mentioned therein.

Accordingly, by and under a letter dated 24th August 2010 bearing No. AC/NOC/C.No.109/2010/Desk-7 addressed by the Office of the Labour Commissioner, the Labour Commissioner has issued his no objection certificate for the development of the said Land subject to the terms and conditions

3.

By and under a letter dated 17th August 2010 addressed by the Government of Maharashtra, Industries, Energy and Labour Department to the Labour Commissioner, the Government of Maharashtra requested the Labour Commissioner to undertake the necessary procedure for the issuance of a no-objection certificate to undertake the development of the said Land subject to the terms and conditions mentioned therein.

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date thereof not been paid their dues. It was mentioned that, with the deposit of the pay order, the obligation of SRTL to the workforce of KMCL as per the Empanelled Scheme had ceased. SRTL requested the Labour Commissioner to expedite the issuance of the no-dues certificate.

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3. Against the Review Order, KMCL filed Writ Petition No. 1670 of 2008 in the Hon'ble Bombay High Court. The Hon'ble Bombay High Court, passed its order dated 20th August, 2008 in the said Writ Petition. In this order, the Hon'ble Bombay High Court observed that once the Specified Authority has observed that the application for review was not maintainable and deserved to be dismissed, the Specified Authority was not competent to refer the matter to the Industrial Tribunal under Section 25-O(5) of the Industrial Disputes Act for decision. In the circumstances the Writ Petition was allowed and the rule was made absolute in terms of prayer clauses (a) and (b) i.e., inter-alia, the impugned portion of the Review Order was set aside. Against the order of Hon'ble Bombay High Court dated 20th August 2008, Khatau Mills Kamgar Committee filed Appeal No. 427 of 2008 in Writ Petition No. 1670 of 2008 before the Hon'ble Bombay High Court. The appeal was disposed by the Hon'ble Bombay High Court by its order dated 10th December 2008 wherein the Hon'ble Bombay High Court held that the order of the Specified Authority had rightly been set aside by the Learned Single Judge by its order dated 20th August, 2008 and no interference was necessary with the impugned order passed by the Learned Single Judge dated 20th August, 2008. The Appeal was accordingly dismissed. SRTL has declared that no appeal or review or special leave petition has been filed against the order of the Hon'ble Bombay High Court dated 10th December 2008.
4. It appears that Writ Petition No.2689 of 2008 has been filed in the Hon'ble Bombay High Court by Khatau Mills Kamgar Committee *inter alia* challenging the Closure Order and the Review Order dated 3rd April 2008. By and under an order dated 17th March 2009 passed by the Hon'ble High Court, ad-interim relief was rejected. The Writ Petition is shown as pending.

1. **LABOUR COMMISSIONER NO-OBJECTION CERTIFICATE**

1. By and under a Letter dated 21st June 2010 addressed by SRTL to the Labour Commissioner, SRTL submitted a pay order to the Labour Commissioner for an amount of Rs. 2,65,75,285/- (Rupees two crore fifty five lakh seventy five thousand two hundred and eighty five) being the dues of about 169 workers as mentioned in this letter. It was mentioned that after issuing public notices and scrutiny of the payroll of KMCL it was determined that 169 workers had till the

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2. Therefore, as per the details mentioned above, a total amount of Rs.115,77,51,890 (Rupees one hundred and nineteen crore seventy seven lakh fifty one thousand eight hundred and ninety) has been paid/deposited towards settlement of the dues of the workers. SRTL has also declared that no amounts need to be paid to the workers of KMCL from the sale or development of the said Land or any part thereof.
3. The audited accounts of SRTL for the financial year ended 31st March 2008 mentions that a total amount of Rs.130,33,67,345/- (Rupees one hundred and thirty crore thirty three lakh sixty seven thousand three hundred and forty six) towards workers' dues were taken over by SRTL from KMCL and discharged by SRTL.

H. CLOSURE ORDER

1. By and under an order dated 23rd October 2007 passed by the Commissioner of Labour, Maharashtra ("the Closure Order"), the Commissioner of Labour granted closure permission under Section 25(O) of the Industrial Disputes Act, 1947 in relation to closure of, *inter-alia*, the Byculla unit of KMCL situated on the said Land in the manner provided therein. The order records that the Byculla Unit had 4,904 workers. The order also records that out of 5,858 workmen in the employment of KMCL, 5,702 workmen were paid their dues and the cheques of the remaining 156 workmen were also ready. Therefore, 98% of the dues of the workers as per the Sanctioned Scheme had been paid. The order also records that out of the aforesaid 156 workmen, the addresses were not found/wrong for 123 workmen, 5 workmen had expired, 23 workmen did not accept the cheques and in respect of the balance 5 workmen, the cheques were sent by registered post.
2. Against the Closure Order the Khatau Mills Kamgar Committee filed a review application before the Commissioner of Labour under section 25-O(5) of the Industrial Disputes Act, 1947. In its order dated 3rd April 2008 ("Review Order"), the Commissioner of Labour observed that the review/reference application was not maintainable and therefore deserved to be dismissed for the reasons mentioned therein. However, the Commissioner of Labour referred the matter to the Industrial Tribunal under section 25-O (5) of the Industrial Disputes Act, 1947.

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no appeal has been filed by the Petitioner therein before the AAIFR or against the order dated 15th October 2008.

6. By and under a common judgment dated 5th March 2010, passed by the Industrial Court, Maharashtra at Mumbai in Appeal (C) No. 68 of 2009 in Application (BIR) No. 62 of 2007 and 102 other appeals, the Industrial Court dismissed the appeals filed by the appellants therein against KMCL for the reason mentioned therein. These appeals were filed against the judgment of the Labour Judge, 4th Labour Court, Mumbai dated 15th September 2009 in Application (BIR) No. 62 of 2007 and other applications, whereby the Labour Judge dismissed these applications. In the order dated 5th March 2010 it is recorded that about 86% of the total number of workers were paid their dues. It is also recorded that the applicants/appellants had failed to prove that the RMMS MOU and the GKSS MOU were against public policy or against the provisions of the Contract Act and that the settlement signed by RMSS was binding on all workers. SRTL has declared that no appeal or review has been filed against the aforesaid common judgment dated 5th March 2010.

G. SETTLEMENT OF DUES OF WORKERS

1. From the documents provided to us and as per the declaration of SRTL it appears that -
- (a) out of the 6,020 workers/employees mentioned in the Sanctioned Scheme, a total of 5,851 employees/workmen were paid a total sum of Rs.117,21,76,805 (Rupees one hundred and seventeen crore twenty one lakh seventy six thousand six hundred and five);
- (b) about 169 employees/workmen (including 161 of the Byculla Unit) had not initially accepted their dues amounting to Rs. 2,55,75,285/- (Rupees two crore fifty five lakh seventy five thousand two hundred and eighty five).
- (c) SRTL has deposited the said sum of Rs.2,55,75,285/- (Rupees two crore fifty five lakh seventy five thousand two hundred and eighty five) with the Dy. Commissioner of Labour vide a pay order dated 21st June 2010.

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2. We have also been provided with a copy of the MOU dated 6th December, 2005 executed between KMCL, Fibre Box and Gimi Kamgar Sangharsh Samiti ("GKSS") (hereinafter referred to as "GKSS MOU"). The GKSS MOU records that GKSS represented majority of the workers at Borivall, Byculla and Mahad Units of KMCL. Under the GKSS MOU it was agreed between the Parties that the legal dues of employees of KMCL would be paid in accordance with the terms of the RMMS MOU and GKSS MOU. GKSS MOU also mentions that GKSS MOU would form part of the sanctioned scheme to be sanctioned by the concerned authority. KMCL and Fibre Box undertook to settle and pay the legal dues of employees specified therein within one month of the sanction of the scheme by AAIFR/ BIFR or the Hon'ble High Court, as the case may be. GKSS MOU also records that if any excess amounts were received from the sale of assets, GKSS would reserve its rights to claim an increase in the payments accordingly.

3. As mentioned above, the RMMS MOU and the GKSS MOU formed part of the Sanctioned Scheme. On the matter relating to payment of excess amounts on sale of assets, the BIFR observed that as the payment to the workers was being made out of the resources raised / being inducted by SRTL without waiting for the development of KMCL's surplus land, the workers could not expect to partake all the benefits of development.

4. It appears that Khatau Mills Kamgar Committee filed a writ petition in the Hon'ble Bombay High Court being Writ Petition No. 1755 of 2008. This writ petition was disposed of by the Hon'ble Bombay High Court by its order dated 16th October 2008. On a reading of this order it appears that the Petitioner therein challenged the Sanctioned Scheme as the clause in the settlement between KMCL and RMMS pertaining to increased payments to workers on receipt of excess amounts on sale of land was not included in the Sanctioned Scheme. The Hon'ble Bombay High Court disposed of the writ petition by observing that an appeal had been provided for before the AAIFR against the Sanctioned Scheme. The Hon'ble Bombay High Court also observed that the Petitioner therein was not a party to the scheme and that the recognised union was a party to the scheme. The Hon'ble Bombay High Court observed that any person aggrieved was entitled to challenge the scheme before the AAIFR if such person had locus standi to challenge the scheme. SRTL has declared that



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8. We have also conducted a search at the records available with the office of the Registrar of Companies at Belapur, Navi Mumbai on 7th February 2013 and 11th February 2013 and documents available for inspection on the MCA Portal on 14th December 2012 and 7th June 2014 in respect of KMCL to ascertain the status charges affecting the said Land. The table set out in Annexure "B" hereto gives the details of the loans taken by KMCL from various lenders, which loans are still appearing as outstanding and no entry has been made regarding the assignment of these loans to CCPL or satisfaction thereof. Necessary forms need to be filed with the Registrar of Companies to record satisfaction of these loans.

F. WORKERS' SETTLEMENT AGREEMENTS

1. We have been provided with a copy of the MOU dated 5th December 2005 executed between KMCL, Rashtriya Mill Mazdoor Sangh ("RMMS") and Fibre Box Bombay Private Limited ("Fibre Box") (hereinafter referred to as "RMMS MOU"). Under the RMMS MOU it is recorded as under:

- (a) RMMS was the registered trade union under the Trade Union Act, 1926 and was the approved and representative Union under the provisions of the Bombay Industrial Relations Act, 1946 and as such represented all the workers of inter alia, the Byculia Unit.
- (b) RMMS MOU was in respect of all the permanent and badli workers of Byculia and Borivali Units of KMCL who were on the muster role since March 1997. Under the RMMS MOU, KMCL and Fibre Box jointly undertook and agreed to settle all the legal dues of all the employees specified in the RMMS MOU within a period of one month from the receipt of the sanctioned order of the AAIFR in Appeal No. 398 of 2003 in BIFR Case No. 135 of 1989.
- (c) RMMS MOU also provided the manner in which the legal dues to be paid to the workers entitled thereto, had to be calculated.
- (d) RMMS MOU also provided that if any excess amounts were received from the sale of the land, RMMS would exercise its rights to claim an increase in payment accordingly.

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balance amount towards the said Debentures as and when the holders of the outstanding debenture holders approach SRTL for payment.

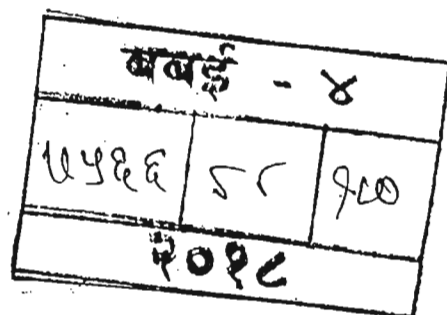
5. SRTL and CCPL have under separate declarations declared as under: -

(a) All the secured lenders and creditors of KMCL existing as on the date of the Sanctioned Scheme have been repaid in full by CCPL on behalf of SRTL and there are no amounts due or disputes in this regard and none of these secured lenders/creditors have any claim or charge whatsoever over the said Land or any part thereof; and

(b) Notwithstanding anything contained in the Deeds of Assignment, the records maintained with the Registrar of Companies in respect of KMCL and the purchase of the debentures by CCPL, CCPL has no charge, mortgage, lien or claim whatsoever over the said Land or any part thereof and any mortgage or charge assigned in favour of CCPL pursuant to the Deeds of Assignment or other filings with the Registrar of Companies or otherwise have been released by CCPL and CCPL is merely an unsecured creditor of SRTL;

6. SRTL has declared that there are no mortgages or encumbrances of any nature whatsoever on the said Land or any part thereof and the title deeds, documents and writings in respect of the said Land as per the details provided in Part A of Annexure "A" hereto, are in the sole custody and control of SRTL and no other person has the right to receive possession or custody thereof and no person has any lien or mortgage thereon. CCPL has declared that CCPL does not have custody of any original title deeds pertaining to the said Land or any part thereof including the title deeds, documents and writings in respect of the Land as per the details provided in Part A of Annexure "A" hereto whether as a custodian, trustee, security holder or otherwise howsoever.

7. As per the search conducted at the website of the Ministry of Company Affairs in respect of Swayam Realtors and Traders Limited on 8th May 2012 and 30th May 2014 no charges have been found to be registered with respect to the said Land.



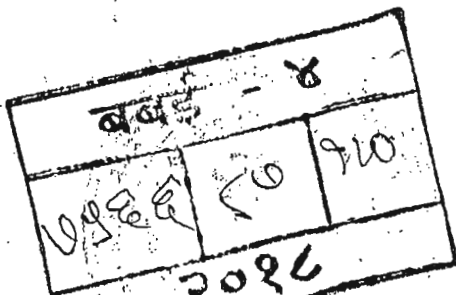
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same. This letter was issued by UTI Asset Management Company Limited on behalf of UTI Trustee Company Private Limited as well as on behalf of the Administrator of the Specified Undertaking of the Unit Trust of India, Successors to the erstwhile Unit Trust of India under the Unit Trust of India (Transfer of Undertaking and Repeal) Act, 2002 and notification issued thereunder;

- (b) Letter dated 2nd June 2006 from General Insurance Corporation of India to KMCL wherein it is mentioned that 15% PNCDs specified therein had been fully repaid with accrued interest thereon and there was no outstanding interest or principal due from KMCL in relation to the aforesaid debentures;
- (c) Letter dated 16th June, 2006 addressed by Life Insurance Corporation of India ("LIC") to KMCL wherein LIC has, inter-alia, mentioned that as per its books of accounts 15% NCDs specified therein were fully settled / redeemed and there were no outstanding dues from KMCL in respect thereof; and
- (d) Letter dated 20th June, 2006 from New India Assurance Company Limited to KMCL wherein it was mentioned that the one-time settlement proposal of KMCL had been approved by its competent authority. KMCL was called upon to make payment of Rs. 9,60,000/- (Rupees nine lakh sixty thousand). In response to this letter CCPL addressed a letter dated 26th June 2006 to New India Assurance Company Limited wherein CCPL mentioned that it had agreed to purchase the debentures of KMCL specified therein held by New India Assurance Company Limited for a total consideration of Rs. 9,60,000/- (Rupees nine lakh sixty thousand) as indicated by New India Assurance Company Limited. A cheque for that amount was enclosed under cover of this letter.

- 4. With regard to the repayment of the said Debentures, SRTL has also declared that SRTL has deposited a sum of Rs.51,13,873 (Rupees fifty one lakh thirteen thousand eight hundred and seventy three) in escrow account no. 30211987077 with the State Bank of India, Main Branch, Bombay Samachar Marg, Mumbai - 400023 towards the payment of the balance amount towards the said Debentures. SRTL has declared that SRTL will make payment of the

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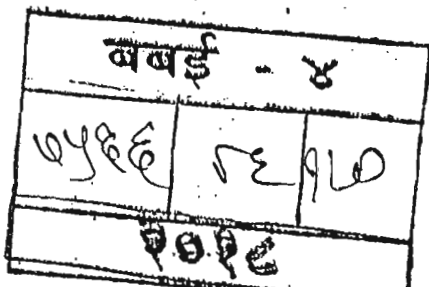
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2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3525 of 2008;

- (c) Deed of Assignment dated 28th July 2008 executed between Industrial Development Bank of India Limited, CCPL and KMCL. The Deed of Assignment was confirmed by a Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3523 of 2008;
- (d) Deed of Assignment dated 12th March 2007 executed between IFCI Limited, CCPL and KMCL. The Deed of Assignment was confirmed by a Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3522 of 2008;
- (e) Deed of Assignment dated 11th June 2007 executed between, Inter-alia, State Bank of India, CCPL and KMCL. The Deed of Assignment was confirmed by a Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3528 of 2008; and
- (f) Deed of Assignment dated 13th October 2007 executed between IIBI Limited, CCPL and KMCL. The Deed of Assignment was confirmed by a Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3524 of 2008.
3. As per the Sanctioned Scheme, SRTL was also required to settle the dues of debenture holders ("the said Debentures") in the manner provided therein. In this regard, SRTL has declared that the following letters are relevant, which evidence payment towards the said Debentures: -
- (a) Letter dated 11th February 2010 from UTI Asset Management Company Limited to KMCL, wherein UTI Asset Management Company Limited confirmed that its dues had been paid pursuant to transfer of the SRNCDs to CCPL as per the one-time settlement and that there were no outstanding dues towards principal and/or interest in respect of the

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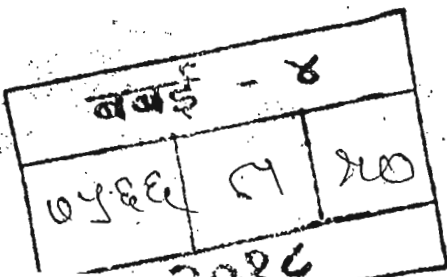


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purpose of the Bombay Stamp Act as also by relying upon the aforesaid affidavit dated 28th June 2010. The Government of Maharashtra/Superintendent of Stamps, Mumbai had to comply with the directions of the BIFR within a period of 30 (thirty) days from the date of the order dated 3rd January 2013. SRTL has declared that the Government of Maharashtra has not yet complied with the order dated 3rd January 2013 of the BIFR.

E. SECURED LENDERS UNDER THE SANCTIONED SCHEME

1. As mentioned above, the dues of the secured lenders aggregating to Rs. 315,00,00,000/- (Rupees three hundred and fifteen crore) approximately at the cut-off date of the Sanctioned Scheme were to be settled by SRTL through the DAS Scheme. SBI/UTI/LIC/their assignees/nominees and public debentures were mentioned as the secured lenders in respect of, inter-alia, the said Land and ICICI/IIB/FCI/DBI/LIC/their assignees and nominees were mentioned as the secured lenders in respect of the unit of KMCL at MAHAD.
2. SRTL has declared that instead of the DAS Scheme, the dues of the secured lenders (other than the public debentures) were assigned (pursuant to the following deeds of assignment) to CCPL (an affiliate of SRTL), a company incorporated under the Companies Act, 1956 and having its registered office at Office No.2, Orcant Building, 1st Floor, M.G. Road, Nagindas Master Marg, along with the underlying security and for the consideration mentioned in the following deeds of assignment ("the Deeds of Assignment") and KMCL, CCPL and the concerned secured lender were parties to the Deeds of Assignment:-
 - (a) Deed of Assignment dated 21st April 2008 executed between ICICI Bank Limited, CCPL and KMCL. The Deed of Assignment was confirmed by a Deed of Declaration dated 6th June 2008 made by KMCL and CCPL and registered with the Office of the Sub Registrar of Assurances under Serial No. 3521 of 2008;
 - (b) Deed of Assignment dated 27th June 2008 executed between Life Insurance Corporation of India, CCPL and KMCL. The Deed of Assignment was confirmed by a Deed of Declaration dated 6th June



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9. The Sanctioned Scheme also provided that the following agreements would form part of the Sanctioned Scheme: -

- (i) Memorandum of Understanding dated 6th December 2005 executed between KMCL, Rashtya Mill Mazdoor Sangh ("RMS") and Fibre Box Bombay Private Limited ("Fibre Box") (hereinafter referred to as "RMS MOU"); and
- (ii) Memorandum of Understanding dated 6th December 2005 executed between KMCL, Fibre Box and Glimi Kamgar Sangharsh Samiti ("GKS") (hereinafter referred to as "GKS MOU").

The RMS MOU and the GKS MOU have been separately summarised herebelow.

7. Fibre Box was an affiliate of SRTL and the Sanctioned Scheme recorded that the responsibility of Fibre Box under the RMS MOU and the GKS MOU towards the workers would be satisfied by SRTL.

8. In the Sanctioned Scheme, the BIFR has recorded that the Government of Maharashtra should consider the Sanctioned Scheme at par with reconstruction or demerger of companies under section 394 of the Companies Act, 1956 for the purpose of the Bombay Stamp Act. SRTL has declared that pursuant to the same, SRTL has filed an application with the Office of the Superintendent of Stamps for adjudication of the Sanctioned Order together with the Sanctioned Scheme including an affidavit dated 26th June 2010. However, no order has been passed for the purposes of adjudication of the stamp duty on the Sanction Order and the Sanctioned Scheme and the BIFR application is presently pending. KMCL had filed an application before the BIFR being Miscellaneous Application No. 167 of 2012 ("Miscellaneous Application"). The Miscellaneous Application has been disposed of by the BIFR by its order dated 3rd January 2013. By its order dated 3rd January 2013, the BIFR has, inter-alia, directed the Government of Maharashtra/the Superintendent of Stamps, Mumbai to comply with the provisions contained in clause 11.1D(e) of the Sanctioned Scheme and calculate the stamp duty by treating the demerger sanctioned under SICA at par with the reconstruction or demerger of companies under section 394 of the Companies Act, 1956 for the



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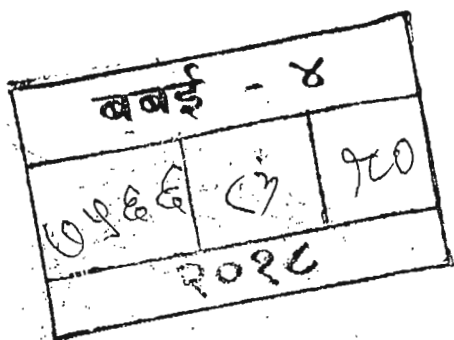
applicable interest as was specified therein and as per the memoranda of understanding referred to hereinbelow.

- (e) Further, as per the Sanctioned Scheme, the statutory dues along with the fixed deposits (principal) were as mentioned below:

Statutory Dues	Rupees (in lakh)
Power	174
Water	36
Property Tax etc.	124
C-operative Society dues	20
ESIC dues	17
Excise & customs	292
Wealth Tax	75
Provident fund dues	100
Fixed deposit (principal)	233
Total	1071

- (f) The dues of the secured lenders aggregating to Rs. 315,00,00,000/- (Rupees three hundred and fifteen crore only) approximately as on the cut-off date of the Sanctioned Scheme were to be settled by SRTL through a Debt Asset Swap scheme ("DAS Scheme") as set out in the Sanctioned Scheme. Further, it was provided that the debenture holders would be paid an amount of Rs.164.28/- (Rupees One Hundred Sixty Four and Twenty Eight paise) per debenture of Rs.100/- (Rupees One Hundred) held by them within 30 days of receipt of BIFR order sanctioning the scheme and the unclaimed amount thereafter pertaining to the said debentures would be deposited in an escrow account opened for the purpose and the debenture holders would have no further claim against KMCL or the resultant company SRTL and the said arrangement had been approved by the Trustees of the debenture holders i.e. State Bank of India.

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of KMCL's surplus land, the workers could not expect to partake all the benefits of development.

4. The BIFR further observed that liabilities not disclosed in the scheme would be the personal responsibility of the promoters of KMCL and would have to be met by them from interest-free funds raised from outside sources.
5. Some of the relevant aspects of the sanctioned scheme under the Sanction Order ("Sanctioned Scheme") have been mentioned below:
 - (a) With effect from the appointed date of 1st April, 2008, the units of KMCL at Mumbai (other than the leasehold land at Borivall) together with the liabilities of secured creditors, workers and statutory dues were demerged on a "going concern basis" to SRTL. The unit at Mumbai comprised, *inter-alla*, the unit at Byculla and the unit at Borivall. The said Land forms part of the unit at Byculla. The Sanctioned Scheme, *inter-alla*, envisaged that the land at Byculla would be developed in accordance with the provisions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991 ("DCR");
 - (b) SRTL would issue and allot to every member of KMCL holding equity shares in KMCL, one equity share in SRTL of Rs.10/- each created as fully paid up for every 33 (thirty three) shares of Rs.100/- each fully paid up held by such member in the KMCL. The fractional shares would be acquired by a trustee who would deal with the same in consultation with the promoters of KMCL. SRTL has declared that in terms of the Sanctioned Scheme and the Sanction Order, SRTL has allotted the requisite number of shares and had filed Forms 2 and 3, as then required under the Companies Act, 1956.
 - (c) SRTL together with the promoters of KMCL and its promoters would take up the responsibility for payment of workers' dues.
 - (d) As per the Sanctioned Scheme SRTL was required to pay the dues of Rs.120,14,00,000/- (Rupees one hundred and twenty crore and fourteen lakh only) of 8,020 workers described therein together with

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term of 10 (ten) years. SRTL has also declared that a part of the said Land admeasuring 28.02 square yards equivalent to 23.41 square meters on land bearing New Survey Nos. 3589, 3590 and 3591 and Cadastral Survey No. 1798 continues to have electrical installations of the Bombay Electric Supply and Tramways Company Limited thereon but the same have been abandoned and are not in use by the Bombay Electric Supply and Tramways Company Limited and in no way affect the development of the said Land.

17. Therefore, in the light of what is stated above, KMCL became entitled to (i) the First Freehold Land, the Second Land and the Third Freehold Land comprised in the said land ("Freehold Land"); and (ii) leasehold rights in respect of the First Leasehold Land and the Third Leasehold Land comprised in the said Land ("Leasehold Land") subject to the terms and conditions as contained in the aforesaid Indenture of Lease dated 3rd October 1928.

D. SANCTIONED SCHEME

1. KMCL was declared a sick industrial company in terms of Section 3(1)(e) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("SICA") in the year 1989 and ICICI Bank was appointed as the Operating Agency ("OA") under Section 17(3) of SICA.
2. By and under an Order dated 11th January, 2007 passed by the Board, the Board sanctioned a scheme for the rehabilitation of KMCL as more particularly set out therein ("Sanction Order").
3. The counsel appearing on behalf of Gimi Kamgar Sangharsh Samiti (one of the unions representing the workers) made a submission that as per the agreements signed with the workers if the sale value of the Mumbai properties of KMCL increased, the workers would have a right to claim a share in the proceeds, particularly since the workers had sacrificed a large part of their legal dues and since the present value of the properties of KMCL were not shown in the scheme, it was not known as to what amounts could be received by the promoters of KMCL from the sale of the properties. In this regard, the BIFR observed that as the payment to the workers was being made out of the resources raised / being inducted by SRTL without waiting for the development

वर्क - ४		
७५६६	८७	१७०
२०१६		

DA-



WADIA GHANDY & CO.

compliance of the terms and conditions of the Deed of Lease dated 3rd October 1928.

14. The Property Register Card in respect of Cadastral Survey No.1841 reflects a remark which suggests that although the area of the said Plot L under the aforesaid Indenture of Lease dated 3rd October, 1928 was 3,954 square yards, after scrutinizing the survey records the same was found to be 3,764 square yards equivalent to about 3,147.19 square meters. Further, though the said Plot L was forming part of Cadastral Survey No.1840 as per the aforesaid Indenture of Lease dated 3rd October, 1928, on a perusal of the Property Register Card in respect of Cadastral Survey No.1841, it appears that the same has now been included in Cadastral Survey No.1841.

15. The Third Freehold Land and the Third Leasehold Land admeasuring 13,037.92 square metres in the aggregate are hereinafter collectively referred to as "the Third Land". The First Land, the Second Land and the Third Land admeasuring, in the aggregate, 51,152.62 square metres are hereinafter collectively referred to as "the said Land" of which the freehold land (comprising the First Freehold Land, the Second Land and the Third Freehold Land) is 39,294.25 square metres and the leasehold land (comprising First Leasehold Land and Third Leasehold Land) is 11,858.37 square metres. The said Land, as per the property register cards, admeasures 49,422.84 square metres and 51,152.62 square metres as per the title deeds recited above.

16. It appears that pursuant to an Agreement dated 7th August, 1936 executed between KMCL (therein referred to as the Lessor) of the One Part and the Bombay Electric Supply and Tramways Company Limited (therein referred to as the Company) of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 4249 of 1936 ("Best Lease Agreement"), KMCL demised to the Bombay Electric Supply and Tramways Company Limited all that piece or parcel of land admeasuring 28.02 square yards equivalent to 23.41 square meters or thereabouts together with the Transformer House standing thereon forming a part of the larger land admeasuring 5,932 square yards and bearing New Survey Nos. 3589, 3590 and 3591 and Cadastral Survey No. 1798 of the Byculla Division for a period of 10 years commencing from 1st January, 1937. SRTL has declared that the BEST Lease Agreement has not been renewed after the expiry of the aforesaid

DA.

वकील - ४		
७५	६६	७०
३३६		





10/07/2018

सूची क्र.2

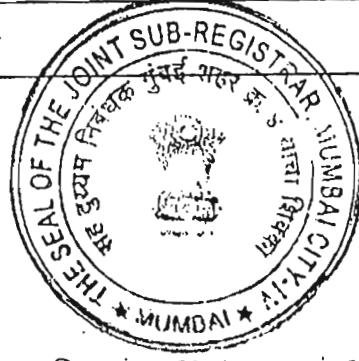
दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 7566/2018

नोदंणी :

Regn:63m

गावाचे नाव : भायखळा



विलेखाचा प्रकार

करारनामा

(2)मोबदला

37236200

(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

25068211.938

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: ए 2004, माळा नं: 20 वा भजला, इमारतीचे नाव: टिटलिस,मॉन्टे साउथ-टिटलिस, ब्लॉक नं: खटाव मिल कंपाऊंड,फायर ब्रिगेडच्या जवळ, रोड नं: बापुराव जगताप मार्ग,भायखळा-पश्चिम,मुंबई-400008, इतर माहिती: सदनिका युनिट क्षेत्र 137.95 चौ.मी.(1485 चौ.फूट)व डेक क्षेत्र 7.42 चौ.मी. कारपेट(रेरा प्रमाणे),एक कार पार्कींग सहीत.((C.T.S. Number : 1798-part,16/1840,1841-part ;))

(5) क्षेत्रफळ

1) 137.95 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल का.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने अधिकृत व्यक्ती/मॅनेजर श्री के.एस.राघवन यांच्यावतीने कुलमूखात्यार म्हणून रागिनी शाह वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरेथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-ACEFS2816A
2): नाव:-स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने अधिकृत व्यक्ती/मॅनेजर श्री देवांग डी. दोशी यांच्यावतीने कुलमूखात्यार म्हणून रागिनी शाह वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: मॅरेथॉन फ्युचरेक्स, ब्लॉक नं: लोअर परेल, रोड नं: एन.एम.जोशी मार्ग,लोअर परेल,मुंबई-400013, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-ACEFS2816A

(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-शर्मिला रवींद्र अंगारा वय:-50; पत्ता:-49, 5 वा मजला, 364,सिगरेटवाला बिल्डिंग, मुंबई, एस.वी.पी. रोड, गिरगाव,मुंबई-400004, आंबेवाडी (ंऊंबाई), MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400004 पॅन नं:-AAAPA8209M
2): नाव:-नीरज रवींद्र अंगारा वय:-26; पत्ता:-प्लॉट नं: 49, माळा नं: 5 वा मजला, इमारतीचे नाव: 364,सिगरेटवाला बिल्डिंग, ब्लॉक नं: मुंबई, रोड नं: एस.वी.पी. रोड, गिरगाव,मुंबई-400004, महाराष्ट्र, MUMBAI. पिन कोड:-400004 पॅन नं:-AQLPA5010H
3): नाव:-रवींद्र पूनमचंद अंगारा वय:-52; पत्ता:-प्लॉट नं: 49, माळा नं: 5 वा मजला, इमारतीचे नाव: 364,सिगरेटवाला बिल्डिंग, ब्लॉक नं: मुंबई, रोड नं: एस.वी.पी. रोड, गिरगाव,मुंबई-400004, महाराष्ट्र, MUMBAI. पिन कोड:-400004 पॅन नं:-ADGPA1478F

(9) दस्तऐवज करून दिल्याचा दिनांक

20/06/2018

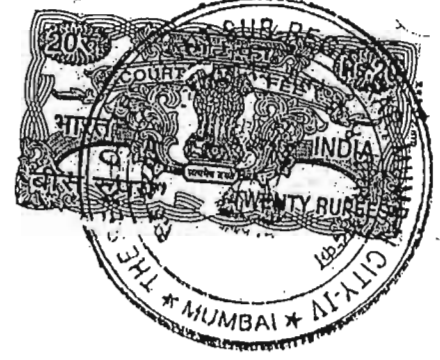
Index-2(सूची - २)


(10)दस्त नोंदणी केल्याचा दिनांक	10/07/2018
(11)अनुक्रमांक,खंड व पृष्ठ	7566/2018
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1861900
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला
तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला
अनुच्छेद :- :

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




सह. दुय्यम निर्वाहक वर्ग - २
मुंबई शहर २०. ४

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

पुरवठाकन अहवाल सन - २०१८

1. दस्तावा प्रकार :- करारनामा अनुबंध कपांक २५ / १० - छगि
2. सादरकर्त्याचे नांव :- श्रीम. शमीला रवि अंगार
3. तालुका :- पुंढई / अंधेरी / लेरीवली / कुर्ना / उत्तरसनगर - २
4. गावाचे नांव :- भायराव
5. नगरपुमाण कपांक / सव्हे क्र. / अंतिम पुंढई कपांक :- १०२८ - पार्ले, १६/१६००, १६०१ - पार्ले.
6. पूल्य दरविभाग (झोन) :- १/०६ उपविभाग :- X
7. भिळकतीचा प्रकार :- खुली जमीन / निवासी / कार्यालय / दुकाने / औद्योगिक / प्रति चौ. मी. दर :- १३०२००
8. दस्तात नमुद केलेल्या भिळकतीचे क्षेत्रफळ :- १३०.९५ कारपेट / १५१.०४ चौ. मी. - २२१ विल्लमप. चौ. मीटर / फूट
9. कारपार्किंग :- १ कारपार्किंग गच्ची :- ०.४२ चौ. मी. पोटागाळा :- —
10. मजला कपांक :- २० वा मजला उदवाहन सुविधा अहि/नाही
11. बांधकाय वर्ण :- २०१८ धसारा :- X
12. बांधकायाचा प्रकार :- आरआरसी / इतर पत्रके / अर्ध पत्रके / कच्चे
13. बाजारपुल्यदर तक्तातील भागदर्शक सुचना क्र. :- — ज्यान्चये दिलेली घट / वाढ
14. भाडेकरू व्याप्त भिळकत आसल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :- बबई - ४
2. नवीन इपारतीत दिलेले क्षेत्र :- —
3. भाड्याची रक्कम :- —
15. लिट्ट अँड लायगन्सचा दस्त :- 1. प्रलिपाह भाडे रक्कम :- ४५६६
निवासी/अनिवासी कपात रक्कम/आणवू भाडे :- २०१८
2. २ - १६०
3. २५०,६९,५००/-
4. ३,०२,३६,२००/-
16. निर्धारित केलेले बाजारपुल्य :- —
17. दस्तामध्ये दर्शविलेला बदला :- —
18. देय मुद्रांक शुल्क :- १८,६९,८१०/- भारलेले मुद्रांक शुल्क :- १८,६९,८००/-
19. देय नोंदणी फी :- ३०,०००/-



लिपीक

$$137200 \times 137.95 \times 1.10 = 24046424/-$$

$$\frac{24046424}{151.745} \times 1.10 \times 1.05 = 24046424/-$$

$$137200 \times 13.94 \times 1.10 \times 1.05 \times 0.25 = 552255/-$$

$$137200 \times 7.42 \times 1.10 \times 1.05 \times 0.40 = 470328/-$$

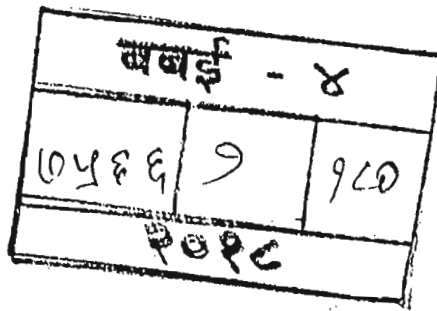
$$\frac{24046424 + 552255 + 470328}{100} = 250,69,007/-$$

सह दर्याय नित्याय



मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID वर्षाई	201807101419			10 July 2018, 12:25:46 PM	
मूल्यांकन वर्ष	2018				
निलसा	मुंबई(वेन)				
मूल्य विभाग	9-भायखळा इन्फ्रीमन				
उप मूल्य विभाग	9/76 भुभाग : पट्टेस मी. आझाद रोड, डेकन सर्व्हिल पर्यंत उतोस केजवराव खाटे मार्ग, पुर्वेस पाच लेखे लाईन व दक्षिणेस विर्हा गरिब रोड (भायखळा प्रोजेक्ट) बायधील भुभाग				
सर्व्हे नंबर / स. पू. क्रमांक :	सि.टी.एच. नंबर#1798				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यपर स.					
खुली जमीन	निवासी सरनिका	कार्यालय	दुकाने	औद्योगिक	मोत्रपापनाचे एकक
60600	137200	210400	227300	144200	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	151.74चौरस मीटर	मिळकतीचा वापर-	निवासी सरनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे बय-	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर -	Rs.137200/-
उद्देशाने सुविधा-	आहे	पत्रला -	11th floor To 20th floor		
प्रकल्पाचे क्षेत्र-	2 to 10 hector				
Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर		= ((पसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %)			
प्रकल्पाचे क्षेत्रानुसार		निवासी सरनिका कमीत प्रती चौ. मीटर दर = Rs.144060/-			
मजला निराव पट/वाढ		= 110% apply to rate= Rs.158466/-			
पसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * पसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर) = (((158466-60600) * (100 / 100)) +60600) = Rs.158466/-			
A) मुक्य मिळकतीचे मूल्य	= बरीस प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 158466 * 151.74 = Rs.24045630.84/-				
E) बंदिस्त वाटन हळचे क्षेत्र बंदिस्त वाटन हळचे मूल्य	13.94चौरस मीटर = 13.94 * (158466 * 25/100) = Rs.552254.01/-				
F) लगतच्या गल्लीचे क्षेत्र लगतच्या गल्लीचे मूल्य	7.42चौरस मीटर = 7.42 * (158466 * 40/100) = Rs.470327.088/-				
एकत्रित अंतिम मूल्य	= मुक्य मिळकतीचे मूल्य + तहक्याचे मूल्य + वेड्यांन मजला क्षेत्र मूल्य + लगतच्या गल्लीचे मूल्य + बांल गल्लीचे मूल्य + बंदिस्त वाटन हळचे मूल्य + खुल्या जमिनीचा वाटन हळचे मूल्य + पसाची मोठोपचा कृत्वा वापरेचे मूल्य + बंदिस्त वाटकरी = A + B + C + D + E + F + G + H + I = 24045630.84 + 0 + 0 + 0 + 552254.01 + 470327.088 + 0 + 0 + 0 =Rs.25068211.938/-				

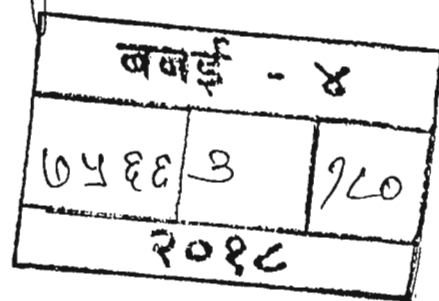
Home Print

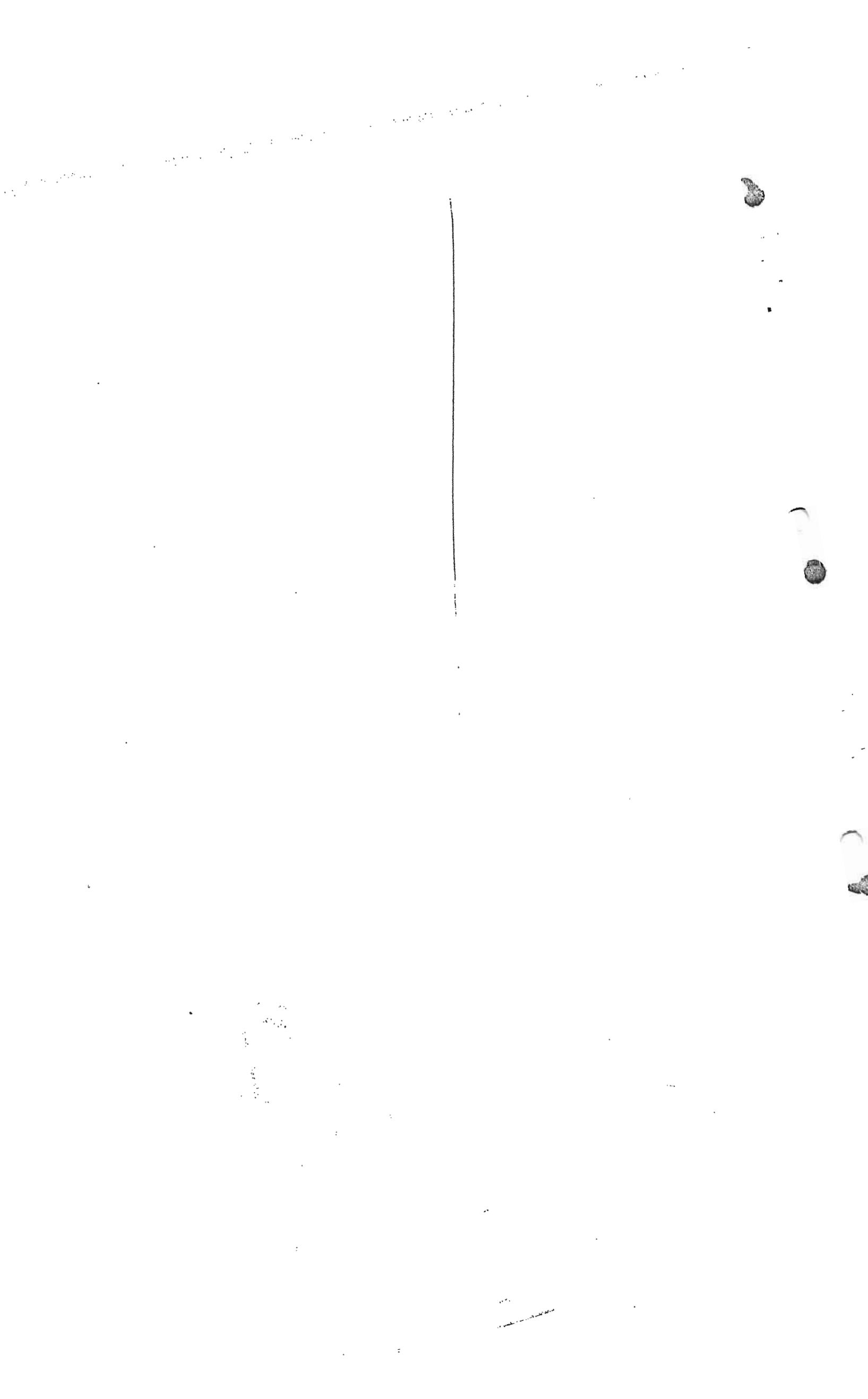




CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH002307946201819R	BARCODE	Form ID : Date: 04-06-2018
Department	IGR		Payee Details
Receipt Type	RE		Dept. ID (If Any)
Office Name	IGR183-BOM2_JT SUB REGISTRA MUMBAI CITY 2	Location	PAN-AAAPA8209M
Year	Period: From : 04/06/2018 To : 31/03/2099	Full Name	SHARMILA RAVINDRA ANGARA AND ORS
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	FLAT NO A2004
0030045501-75	1861900.00	Road/Street, Area /Locality	TITLIS MONTE SOUTH KHATAU NEAR FIRE
0030063301-70	30000.00	Town/ City/ District	BRIGADE BYCULLA
	0.00	PIN	4 0 0 0 0 8
	0.00	Remarks (If Any) :	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	1891900.00	Amount in words	Rupees
Payment Details:IDBI NetBanking Payment ID : 168831817		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332018060451449	
Cheque- DD No.		Date	04-06-2018
Name of Bank	IDBI BANK	Bank-Branch	
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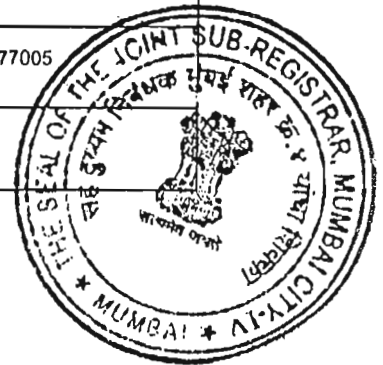




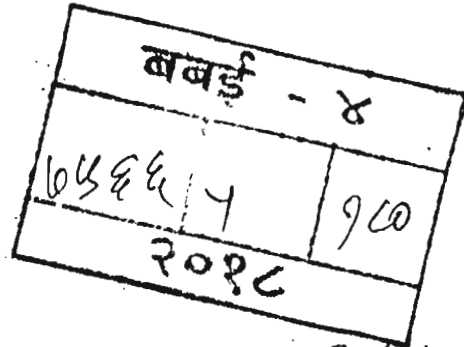
Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 090720188169	Date 09/07/2018
Received from SHARMILA RAVINDRA ANGARA, Mobile number 9819577422, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.	
Payment Details	
Bank Name sblepay	Date 09/07/2018
Bank CIN 10004152018070906936	REF No. 201819079971659
This is computer generated receipt, hence no signature is required.	

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 090720188207	Date 09/07/2018
Received from SHARMILA RAVINDRA ANGARA, Mobile number 9819577422, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.	
Payment Details	
Bank Name sblepay	Date 09/07/2018
Bank CIN 10004152018070906965	REF No. 201819079877005
This is computer generated receipt, hence no signature is required.	

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 26th day of June 2018 U.S.

BETWEEN

SWAYAM REALTORS AND TRADERS LLP, a Limited Liability Partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, having its office at Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai-400 013, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**

AND

Sharmila Ravindra Angara, Niraj Ravindra Angara and Ravindra Poonamchand Angara, having his/her/their address at **364, Cigaretewala Building, 5th Floor, Flat No.49, S.V.P Road, Girgaon, Mumbai-400004**, hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenership and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

The Promoter and the Allottee/s are for the sake of brevity are individually referred to as "**the Party**" and collectively referred to as "**the Parties**".

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Promoter

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Allottee

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WHEREAS:

- A. By and under an Indenture of Conveyance dated 5th January, 1876 executed between Dwarkadass Vussonjee of the First Part and Khatau Makanji of the Second Part and the Khatau Makanji Spinning and Weaving Company Limited (therein referred to as the said Company and hereinafter referred to as "KMCL") of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.3A of 1876, the said Dwarkadass Vussonjee at the request of the said Khatau Makanji granted and conveyed unto KMCL all that piece or parcel of land situate lying and being on the South Side of Haines Road in the Sub-district of Mandvi in the Island of Bombay admeasuring 10,392 square yards equivalent to 8,691.54 square meters or thereabouts bearing New Survey No.3472 ("**Part A-First Freehold Land**") for the consideration and on the terms and conditions as mentioned therein.
- B. By and under an Indenture dated 27th March, 1896 executed between Krishnanath Ambarnath Kirtikar of the One Part and KMCL of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.1174A 1896, the said Krishnanath Ambarnath Kirtikar granted and conveyed unto KMCL all that piece or parcel of land situate lying and being at Byculla commonly called Byculla Agripada and within the Registration Sub-District of Bombay admeasuring 4,474 square yards equivalent to 3,740.83 square meters or thereabouts bearing New Survey No.3477 ("**Part B-First Freehold Land**") for the consideration and on the terms and conditions as mentioned therein.
- C. By and under an Indenture of Conveyance dated 9th August, 1900 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the One Part and KMCL (therein referred to as the Company) of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.1882A of 1900, the Corporation granted, assigned, conveyed and assured unto KMCL all that piece or parcel of land situate to the west of Haines Road Byculla in the Registration District and Sub-District of Bombay containing by admeasurement 5,932 square yards equivalent to 4,959.90 square meters or thereabouts bearing New Survey Nos.3589, 3590 and 3591 ("**Part C-First Freehold Land**") for the consideration and on the terms and conditions mentioned therein.
- D. By and under an Indenture of Conveyance dated 2nd August, 1911 executed between Karsondas Hargovan Chattu, Ramdas Karsondas, Moorarji Karsondas, Parmanand Karsondas and Toolsidas Karsondas (being the minor sons of Karsondas Hargovan Chattu by their father and natural guardian) and Mamubai (the widow and the heir of Damodar Madhawji Karsondas) (therein referred to as the Vendors) of the First Part and Gordhandas Khatau of the Second Part and KMCL (therein referred to as the Company) of the Third Part and registered with the office of the Sub-Registrar of Assurances under Serial No.2506A of 1911, the Vendors therein granted unto KMCL (a) all that triangular piece or parcel of land or ground situate lying and being on the South Side of the Haines Road Byculla in the Registration Sub-District and Island of Bombay admeasuring 6,618 square yards equivalent to about 5,533.49 square meters or thereabouts bearing Old Survey Nos.322, 323 and 324 and New Survey Nos.1/3474, 2/3473 and



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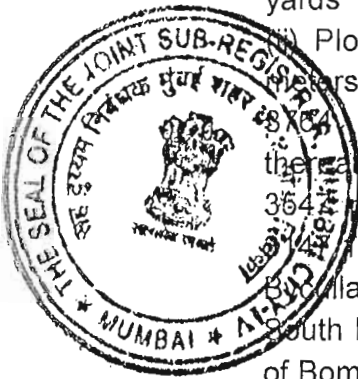
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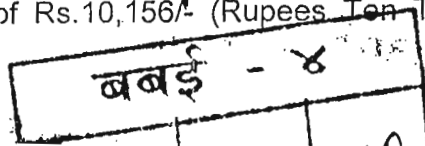
1/3473 and (b) all that piece or parcel of Fazendari land situate on the West Side of and adjoining the land described in (a) above within the Registration Sub-District and Island of Bombay admeasuring 164 square yards equivalent to 137.13 square meters or thereabouts bearing Old Survey Nos.320 and 321 and New Survey No.3/3476 aggregating to 5,670.62 square meters ("**Part D-First Freehold Land**") for the consideration and on the terms and conditions as mentioned therein.

E. By and under an Indenture of Conveyance dated 24th June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.3713 of 1936, the Municipal Corporation of the City of Bombay has granted and conveyed unto KMCL, (i) Plot A admeasuring 2,301.33 square yards equivalent to 1,924.21 square meters or thereabouts bearing New Survey No.3479(part) and Cadastral Survey No.1798 (part) of Byculla Division ("**Part E-First Freehold Land**") (ii) Plot H admeasuring 5,282 square yards equivalent to 4,416.42 square meters or thereabouts bearing New Survey No.3481, 3486 (part) and 3487 (part) and Cadastral Survey No.16/1840 of Byculla Division ("**Second Freehold Land**") and (iii)(a) Plot J admeasuring 2,908.67 square yards equivalent to 2,432.02 square meters or thereabouts bearing New Survey No. 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division and (b) Plot K admeasuring 8,920.55 square yards equivalent to 7,458.72 square meters or thereabouts bearing New Survey No.3480-3546 (part) and 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division aggregating to 9,890.73 square meters ("**Third Freehold Land**") together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein. Parts A,B,C,D,E of the First Freehold Land, the Second Freehold Land and the Third Freehold Land are hereinafter collectively referred to as "**the Freehold Land**".

F. By and under an Indenture of Lease dated 3rd October, 1928 executed between the Trustees for the Improvement of the City of Bombay (therein referred to as the Board) of the One Part and KMCL (therein referred to as the Lessee) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No.5492 of 1928, the Trustees for the Improvement of the City of Bombay, inter alia, demised unto KMCL (i) all those nine pieces of lands admeasuring in the aggregate 10,418 square yards equivalent to 8,710.77 square meters or thereabouts along with (ii) Plot L admeasuring 3,954 square yards equivalent to 3,306.05 square meters or thereabouts (however in the property register card the area is 3,547 square yards equivalent to about 3147.19 Square meters or thereabouts) bearing New Survey No.3478 (part) and 3546 (part) and 3547 (part) and 3548 and Cadastral Survey No.1840 (part) (the said area of 3,306.05 Square meters is now included in cadastral Survey Number 1841) of Byculla Division together with buildings standing thereon of the East Agripada South Estate of the Board in the City and Island and Sub-registration District of Bombay for a period of 999 years commencing from 20th April, 1916 for the yearly rent of Rs.10,156/- (Rupees Ten Thousand One Hundred Fifty Six



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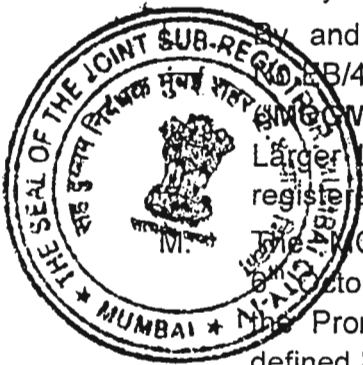
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Only) to be paid in the manner stated therein and on the terms and conditions specified therein (hereinafter referred to as the "Leasehold Land"). The said Freehold Land and the said Leasehold Land are collectively referred to as the "said Larger Land". The said Larger Land is more particularly described in the First Schedule hereunder written and is delineated with a red colour boundary line on the Sanctioned Layout Plan annexed hereto and marked as Annexure "2".

- G. Therefore, in the light of what is stated above, KMCL became entitled to (i) the Freehold Land and (ii) Leasehold Land subject to the terms and conditions as contained in the aforesaid Indenture of Lease dated 3rd October, 1928.
- H. The said Larger Land, as per the Property Register Cards (Annexure "5"), admeasures 49,422.84 square meters and 51,152.62 square meters as per the title deeds recited above.
- I. KMCL was declared a sick industrial company in terms of Section 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("SICA") in the Year 1989 under Section 17(3) of SICA. By and under an Order dated 11th January, 2007 passed by the Board for Industrial and Financial Reconstruction sanctioning the scheme for rehabilitation of KMCL, the said Board sanctioned a scheme for the rehabilitation of KMCL as more particularly set out therein ("Sanction Order").
- J. Pursuant to the Sanction Order stated hereinabove, the said Larger Land vested in Swayam Realtors and Traders Limited, a public limited company which was subsequently converted into Swayam Realtors and Traders LLP pursuant to the applicable provisions of the Limited Liability Partnership Act, 2008 i.e. the Promoter, and the Promoter became the owner of the Freehold Land and Lessee of the Leasehold Land subject to (i) due compliance with the terms and conditions of the Deed of Lease dated 3rd October, 1928, (ii) due compliance with the terms and conditions of the Sanction Order and (iii) due compliance with the terms and conditions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991.
- K. The Promoter is developing the said Larger Land by utilisation of the full development potential of the said Larger Land and the full FSI thereof (including fungible FSI, free sale FSI, premium FSI and FSI from any multi mill generation in the future) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter.

By and under a letter dated 6th August, 2009 and bearing Reference No. E.B./4820/E/AL addressed by Municipal Corporation of Greater Mumbai ("MCGM"), to the Promoter, MCGM has approved the layout of the said Larger Land subject to the terms and conditions mentioned in the above registered approval dated 3rd August, 2009.


The MCGM, has, by and under an Intimation of Disapproval dated 10th October, 2010 bearing No.E.B./CE/EB/5709/E/A/BS/A issued in favour of the Promoter, granted its approval with respect to the said Building (as defined below) to be constructed on the said Land (as defined below) subject

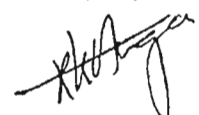



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to the terms and conditions mentioned therein. The Intimation of Disapproval dated 6th October, 2010 is annexed hereto as **Annexure "3"**.

- N. By and under a letter dated 9th November, 2010 and bearing Reference No. EB/4820/E/AL addressed by MCGM to one M/s. Matrix, MCGM approved the proposed amended layout with respect to the said Larger Land subject to the terms and conditions mentioned therein.
- O. By and under an Undertaking dated 7th February, 2011 executed by Shri Chetan Shah, Director of the Promoter in favour of Municipal Commissioner and registered with the office of the Sub-Registrar of Assurances under Serial No.BBE-2/3814/2011 in relation to proposed Building No.2 to be constructed on the said Larger Land, Shri Chetan Shah on behalf of the Promoter agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.
- P. By and under an Undertaking dated 7th February, 2011 executed by Shri Chetan Shah, Director of the Promoter in favour of Municipal Commissioner and registered with the Office of the Sub-Registrar of Assurances under Serial No.BBE-2/3815/2011 in relation to proposed Buildings to be constructed on the said Larger Land, Shri Chetan Shah on behalf of the Promoter has agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.
- Q. By and under a letter dated 14th April 2011 and bearing Reference No. EB/4820/E/AL addressed by MCGM to M/s. Matrix, Architects, MCGM has approved the amended layout plan with respect to the said Larger Land subject to the terms and conditions as stated in the letters of approval dated 6th August, 2009 and 9th November, 2010.
- R. By and under its letter dated 9th May, 2011 bearing No.EB/5709/E/A addressed to M/s. Matrix, MCGM has granted its approval to the amended plans submitted with respect to the said Building proposed to be constructed on the said Land subject to the terms and conditions mentioned therein.
- S. By and under a letter dated 5th December, 2011 issued by the MCGM, Traffic Control Branch, MCGM has stated that the proposal to develop a public parking lot on the said Larger Land shall be considered on the terms and conditions mentioned therein ("PPL").
- T. MCGM, Mumbai Fire Brigade, has, by and under its letter dated 30th May, 2012 bearing No.F.B/HR/ City/99 issued a no objection for the construction of a high-rise residential building as set out therein.
- U. MCGM has issued a Commencement Certificate dated 13th December, 2013 bearing No.EEBPC/5709/E/A for construction of the said Building on the said on the terms mentioned therein. On 7th May, 2015 Commencement Certificate was issued till top of 8th Podium Floor for part of the said Building. This Commencement Certificate has been granted upto 37th floor (part) of the Building as per amended approval dated 6th April, 2016. The Commencement Certificate has been granted upto 44th floor of the said Building as per amended approval dated 12th June, 2017. The Commencement Certificate has been annexed hereto as **Annexure "4"**.

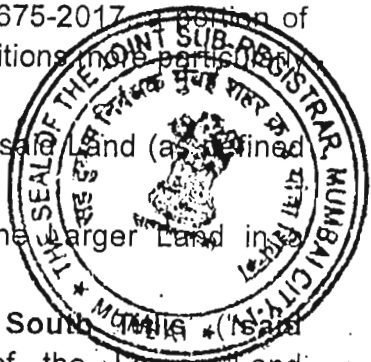


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- V. By and under a letter dated 18th October, 2014 bearing No.EB/4820/E/AL addressed by MCGM to M/s. Matrix, MCGM has granted its approval to the amended Layout Plans with respect to the said Larger Land on the terms and conditions more particularly mentioned therein.
- W. As mentioned above, a portion of the said Larger Land is under lease from the MCGM. For better planning and execution of the said Whole Project (as defined below), the Promoter had made a proposal to the MCGM to change the location of the Leasehold Land. The change of location of the Leasehold Land has been approved by the Improvement Committee and the MCGM vide their letters both dated 21st March, 2016 on the terms and conditions more particularly stated therein. MCGM vide its letter dated 4th August, 2016 bearing No. EB/4820/E/AL granted its approval to amend the layout plan and change of location of the Leasehold Land. Accordingly, as per the agreement with the MCGM, (a) the Leasehold Land shown in yellow colour shall be shifted to the portion of the said Larger Land which is shown in blue colour on the Proposed Layout annexed hereto and marked as **Annexure "10"**, and (b) the present Leasehold Land will become freehold land. In view thereof, necessary deeds, documents and writing will have to be executed between the Promoter and MCGM and the Promoter shall be entitled to execute necessary deeds, documents and the Allottee/s shall not object to the same.
- X. By and under an Indenture of Mortgage dated 5th September, 2014 executed between the Promoter, therein referred to as Mortgagor of One Part and Housing Development Finance Corporation Limited therein referred to as Mortgagee of the Other Part and registered with the office of Sub-Registrar of Assurance at Mumbai-4 under Serial Number BBE4-3646/2014, a portion of the Larger Land was mortgaged on the terms and conditions more particularly stated therein.
- Y. By and under an Indenture of Mortgage dated 07th November, 2017 executed between the Promoter, therein referred to as Mortgagor of One Part and Housing Development Finance Corporation Limited therein referred to as Mortgagee of the Other Part and registered with the office of Sub-Registrar of Assurance at Mumbai-3 under Serial Number BBE3-7675-2017, a portion of the Larger Land was mortgaged on the terms and conditions more particularly stated therein.
- Z. The Promoter is entitled to construct buildings on the said Land (as defined below) in accordance with the Recitals hereinabove.
- AA. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- BB. The development of a building known as 'Monte South Building') is being constructed on a portion of the Larger Land measuring 1475.70 square meters ("said Land") is comprising of 3 Basements, 1 Stilt, 1 Lower Ground, 1 Plinth, 7 Podiums, upto 44th Floor (sanctioned) and proposed upto 63rd Floor and the said Land is more particularly described in the **Second Schedule** hereunder, written. The development of a portion of a building known as 'Monte South Titlis' comprising of 3 Basements, 1 Plinth, 1 Stilt, 1 Lower Ground, 7 Podiums and Upto 30th Floor is a phase of the Whole Project (as defined below) and proposed as a "Real Estate Project" by the Promoter and has been registered as a Real Estate Project to be known as 'Monte South Titlis-1'



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("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of 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 ("MAHA RERA Rules").

CC. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

- (i) The development of the building known as "**Monte South Titlis**" is proposed to be divided into four Real Estate Projects (three of which have already been registered with the said Authority). A portion of a building known as '**Monte South Titlis**' shall be constructed with 3 Basements, 1 Plinth, 1 Stilt, 1 Lower Ground, 7 Podiums and upto 30th Floor, as a phase of the Whole Project (as defined below) and proposed as a "Real Estate Project" by the Promoter and has been registered as a real estate project to be known as "**Monte South Titlis-1**" ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of RERA read with the provisions of the MAHA RERA Rules. The Authority has duly issued a Certificate of Registration bearing No.P51900001936 dated 29th July, 2017 ("**the RERA Certificate**") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "9"** hereto.
- (ii) The development of part of the building known as "**Monte South Titlis**" comprising of 31st Floor to 45th Floor is another phase of the Whole Project (as defined below) has been registered as a real estate project to be known as "**Monte South Titlis-2**" with the Real Estate Regulatory Authority.
- (iii) The development of part of the tower/wing of a building known as "**Monte South Titlis**" comprising of 46th Floor to 54th Floor is another phase of the Whole Project (as defined below) has been registered as a real estate project to be known as "**Monte South Titlis-3**" with the Real Estate Regulatory Authority.
- (iv) The Promoter has informed the Allottee(s) that upto 63 habitable floors are proposed to be constructed on the said Building, subject to the Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee(s) has agreed to purchase the said Premises considering the number of floors the said Building being anywhere between 54th floor to 63rd floor (44 floors of which are already sanctioned) and thus the last habitable floor of the said Building can be anywhere between 54th floor to 63rd floor. The Promoter may register a part of the tower/wing comprising of 55th to 63rd Floor (as applicable) as a fourth phase of the Whole Project (as defined below) and the same shall be registered as a real estate project to be known as "**Monte South Titlis-4**" with the Real Estate Regulatory Authority. The Allottee(s) has made informed decision to




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purchase the said Premises considering the said Building having minimum floor or maximum floor.

- (v) The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Whole Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the MAHA RERA Rules and has understood the documents and information in all respects.
- (vi) The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate with respect to the sanctioned floors and proposed floors in the Real Estate Project are more particularly specified in the **Fourth Schedule** hereunder written.
- (vii) The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, combination flats/apartments, tenement/s, duplexes, penthouses.
- (viii) The details of the total FSI sanctioned for consumption in the construction and development of the Real Estate Project and the FSI that the Promoter proposes to eventually consume and the details of the total FSI in the construction and development of the Real Estate Project has been more particularly specified in the **Fourth Schedule** hereunder written.
- (ix) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the **Sixth Schedule** hereunder written ("**Real Estate Project Amenities**").
- (x) The common areas, facilities and amenities in the Whole Project, which may be used by the Allottee/s after the proposed development of the Whole Project is completed, are listed in the **Fifth Schedule** hereunder written ("**Whole Project Amenities**").
- (xi) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. **MONTE SOUTH**, Names of the Promoters and technology partners in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (xii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication or any other utility/purpose) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the



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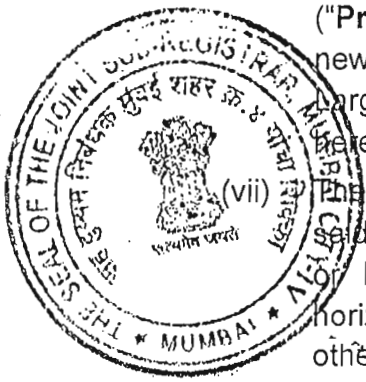
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necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.


- (xiii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in this Agreement below.
- (xiv) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

DD. The principal and material aspects of the development of the Larger Land ("**Whole Project**") as more particularly specified in the **Fourth Schedule** hereunder written, are briefly stated below-

- (i) The Whole Project is known as "**Monte South**" and is being developed in a phase-wise manner by constructing and developing multiple buildings/towers/wings/structures thereon including the Real Estate Project for residential/commercial/IT/Retail/hotel user, mixed user and such user as may be permissible in accordance with applicable law. The Promoter shall be entitled to develop the said Larger Land in accordance with applicable law, the approvals and permissions as may be issued from time to time.
- (ii) The area of the Larger Land to be developed in a phase-wise manner is 49422.84 square meters.
- (iii) Subject to the receipt of approvals/sanctions from the Municipal Corporation of Greater Mumbai and/or other competent authority(ies), the Promoter further proposes to construct new wings/towers/buildings in addition to the Real Estate Project on a portion of the Larger Land by consuming additional FSI ("**Proposed Buildings**").
- (iv) Besides the phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential on the Larger Land as multiple phases, under RERA with the RERA Authority.
- (v) It is agreed by the Allottee/s that no consent of Allottee(s) shall be required for constructing Building(s), Upper Floors on the Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Land as the same is fully disclosed in this Agreement.
- (vi) The Allottee/s has/have perused a copy of the Proposed Layout Plan ("**Proposed Layout**") which specifies, inter alia, the location of the new/future/further proposed buildings/towers/wings to be built on the Larger Land. The copy of the Proposed Layout Plan is annexed hereto and marked as **Annexure "10"** hereto.



(vii) The proposed buildings that are proposed to be constructed on the said Larger Land may be connected to each other either by basement or by stillt area or by commercial block or by podium, either horizontally connected to each other as horizontal extension to each other with common partition walls or by dead walls as the case may be and Allottee/s has/have no objection or dispute with regards the same.



 Promoter

(viii) Additional floors will be constructed above the Real Estate Project, but these floors will be registered as a separate real estate project by

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 Allottee

the Promoter at an appropriate time.

- (ix) The Allottee/s is/are aware that the Club House, Swimming Pool and Recreation Facility for the Whole Project is proposed by the Promoter at the top of the podium level (the plans for which are however not sanctioned as on date) and the Allottee/s shall have right to use the said Club House, Swimming Pool and Recreation Facility subject to payment of charges, fees and outgoings to the Promoter from time to time and the Allottee/s does hereby agree and confirm that other than common amenities specified in **Fifth Schedule** hereunder written no other area or areas or facility is either common facility or layout amenity or common facility or layout facility as contemplated by D.C. Regulations, 1991 or otherwise howsoever and the Allottee/s shall not claim any such right in any other area/s or portions of the said Larger Land in any manner whatsoever. Till such time the Apex Body Transfer is not executed, the Promoter hereby reserves his rights in respect of the Terraces, Club house, Swimming Pool (on the top of the terrace) for the purpose of maintenance and better management.
- (x) There will be one space for Religious purpose on the Larger Land which may be used by the Allottee/s after the proposed development of the Whole Project is completed.
- (xi) The details of Sanctioned FSI and Proposed FSI for the Whole Project is as more particularly specified in **Fourth Schedule** hereunder written.
- (xii) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Layout, as amended from time to time.
- (xiii) The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the Promoter proposes to handover part or whole of the floor, Basement-1, Basement-2 and Basement-3, Lower Ground (part), Upper Ground (part), 1st (part) to 4th (part) parking of the said Building and other proposed buildings on the said Larger Land (as and when constructed) to the M.C.G.M. or the concerned authority under the Public Parking Scheme as stated in Regulation 33 of the DC Regulations (as applicable and amended from time to time) along with other facilities for electricity, water, sewer sanitation, W.C. Block as may be required for the same and Allottee/s has/have no objection or dispute regards the same. The Promoter reserves the right to grant exclusive access to the concerned authority (in exclusion to Allottee/s) with respect to the Public Parking Lot in accordance with the permissions obtained by the Promoter from time to time.

The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. MONTE SOUTH, Names of the Promoters and technology partners in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land or part thereof and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. The Promoter has full and free right of way and means to access such place on the Larger Land or any part thereof for the purposes of repair, painting or changing the logo.



Promoter

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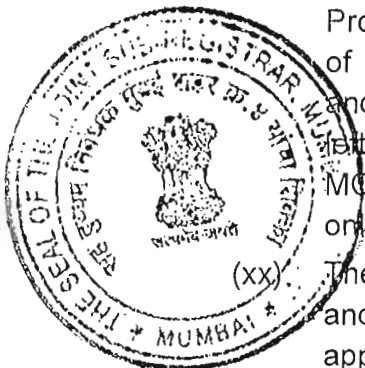
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- (xv) For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the said Larger Land, and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.
- (xvi) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other 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 Promoter, or any of their nominees or transferees, from developing and/or to carry out construction, on the said Larger Land and/or on adjoining properties.
- (xvii) The Promoter shall be entitled to confer title of particular tower/wing to such Other Societies, as mentioned in this Agreement below.
- (xviii) The details of formation of the Apex Body, and conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are as mentioned in this Agreement below.
- (xix) The statutory approvals mandatorily may require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall have to determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land handed over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.
 (xx) The nature of development of the said larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (xxi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.



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- (xxii) The Promoter will be entitled to develop the Larger Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.
- (xxiii) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- (xxiv) The above details and further aspects of the proposed future and further development of the Larger Land, are available for inspection on the website of the Authority at "<https://maharera.mahaonline.gov.in>".

EE. The Allottee/s is/are desirous of purchasing a residential premises/flat in the Real Estate Project more particularly specified in the **Fourth Schedule** hereunder written and the other details whereof are specified in the **Annexure "8"** hereto ("**Premises and Transaction Details**") (hereinafter referred to as the "**said Premises**").

FF. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are mentioned in **Fourth Schedule**.

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

HH. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the Premises to receive the sale consideration in respect thereof.

II. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Matrix Architects and Engineers and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:-

- (i) sanctioned plans i.e. layout plans, building plans, floor plans, IOD, C.C., Parking Plans, LOI for Public Parking Lot, MCGM letters dated 21st March, 2016 about approval of Improvement Committee for change of location of land etc.

All the Title documents recited hereinabove by which the Promoter has acquired the right and entitlement to develop the Larger Land as disclosed hereinbefore.

The authenticated copies of the Property Register Card with respect to the Larger Land, which are annexed and marked as **Annexure "5"** hereto.

JJ. The authenticated copy of the Sanctioned Floor Plan of the said Premises, is annexed and marked as **Annexure "7"** hereto.

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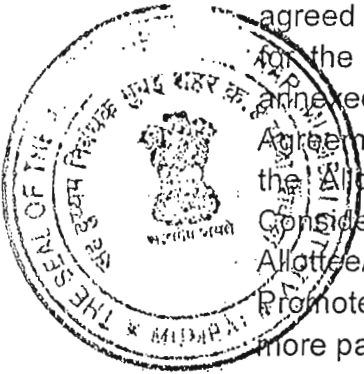
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- KK. Copy of the Title Report issued by Wadia Ghandy & Co., dated 7th July, 2014 and Addendum to Title Report dated 1st October, 2016 of the Advocates and Solicitor certifying the right/entitlement of the Promoter are annexed hereto and marked as **Annexures "6" and "6A"** hereto ("**the said Title Report**").
- LL. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- MM. Further, all the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained by the Promoter.
- NN. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- OO. The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in **Annexure "8"**.
- PP. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable laws and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.
- QQ. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the **Annexure "8"** annexed hereto and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the same has been more particularly specified in the **Annexure "8"** hereto.
- RR. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- SS. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby



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- (iii) U/s.194 IA of Income Tax Act,1961, the Allottee/s is/are required to deduct 1% TDS on payment when the consideration of the said Premises exceed Rs.50 Lacs and issue the Promoter Form 16B about such deduction.
- (iv) The Allottee/s has/have applied for **ONE** number of car parking slot/s. The Allottee/s will be entitled to use and occupy, at no additional consideration, **ONE** number of mechanical stackable/non-stackable covered parking slots ("**Car Parking Slot/s**"). It is clarified that the Car Parking Slot/s shall be specifically allocated to the Allottee/s at the time of handing over of possession of the said Premises. On handover of the said Premises to the Allottee/s it is possible that the Allottee/s may not get a permanent car parking allocation. In such case, the Allottee/s agrees that, at the time of handover of possession of the said Premises temporary car parking space will be allotted to the Allottee/s and permanent car parking will be allotted subsequently on the completion of the development of the Whole Project. At the time of allotment of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur.
- (v) The allotment of the car parking slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same or any reason whatsoever.
- (vi) The said Car Parking Slot/s shall be utilized for parking the Allottee's own light motor vehicle only and shall not be used for parking of any other vehicle or for, any other purpose whatsoever. The Allottee/s acknowledges that Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large/extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee(s)' car cannot use the said allotted car parking slot/s. The size of the car parking slot/s will be 2.3mt wide and 4.5mts deep.
- (vii) The car parking slot/s are attached with and connected to the said Premises. The Allottee/s agrees and confirms that the allotted car parking slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, repossession etc of the Premises under any of the provisions of this Agreement.
- (viii) The Allottee(s) undertakes not to sell/transfer/lease/sub-lease/ provide on license basis or deal with the said allotted parking slot/s.

Unauthorized usage of car parking slot/s shall be leviable with penalty as may be determined by the Promoter. After completion of the Whole Project, Society/ Apex Body shall be entitled to charge such amount as may be decided by Society/Apex Body from time to time for any unauthorized usage thereof.

The Allottee/s further expressly agrees that, he/she/they shall pay Rs.600/- (Rupees Six Hundred Only) per month per car parking slot on a quarterly basis towards the maintenance charges of the Car Parking Slot/s. The said maintenance charges are provisional in nature and are subject to increase from time to time as decided by



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agrees to purchase and acquire, the said Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. **Construction:**

(i) The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Sixth Schedule** hereunder written.

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

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

(i) The Allottee/s hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, Premises (more particularly described in **Annexure "8"** hereto), for a Sale Consideration which shall be paid in installments in the manner provided in **Annexure "8"** hereto, which Annexure also sets out the details of the amounts paid till date. The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as **Annexure "1"**. The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor, consideration value etc. is as more particularly described in the **Annexure "8"**. The said Premises is shown in the Sanctioned Floor Plan annexed and marked as **Annexure "7"** hereto.

(ii) In accordance with the progress of construction of the Real Estate Project, the Promoter shall intimate the Allottee/s about the stage-wise completion of the said Real Estate Project as detailed in the Payment Schedule set out in **Annexure "8"** hereto, and shall call upon the Allottee/s to make payments as per the installments mentioned in **Annexure "8"** hereto (the payment at each stage is individually referred to as "**the Installment**" and collectively referred to as "**the Installments**"). On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 15(fifteen) days of the Promoter's said written demand, without any delay, demur or default, time being of essence.



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
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the Promoter/Society/Apex Body.


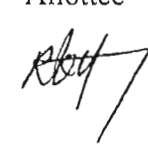
- (xi) The Promoter has informed the Allottee/s and Allottee/s is/are aware that car parking facility/car parking provided on the Podium or basement levels (if any) has access and egress from drive way to podium or basement in the building and Allottee/s does hereby confirm to the Promoter that the Allottee/s of flats in the Real Estate Project will be responsible for maintenance/upkeep and replacement of the said mechanical stackable parking/non stackable car parking including but not limited to comprehensive maintenance contract, electricity charges, insurance charges and all other costs, charges, expenses for attendants etc. and Allottee/s do hereby agree and confirm not to raise any objection or dispute regards the same.
- (xii) It is clarified that the Sale Consideration shall be payable by the Allottee/s into Bank Account for the Real Estate Project ("the said Account"). The details of the Bank Account are more particularly specified in Annexure "8" hereto.
- (xiii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of CGST and SGST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including CGST and SGST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. Further details about the total taxes to be paid by the Allottee/s for his/her/their Premises is as more particularly specified in the Annexure "8" annexed hereto.
- (xiv) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation/demand, published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

(xv) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to



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a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s beyond the defined limit of 3%, the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee(s), as the case may be, under this Clause No.3(xv) shall be made at the same rate per square meter as agreed in Clause No.3(i) of this Agreement and as more particularly specified in clause No.(IV) in the **Annexure "8"** annexed hereto.

- (xvi) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.
- (xvii) If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.3(ii) above and in accordance with the payment schedule more particularly specified in **Annexure "8"** and as mentioned in this Agreement (which will not absolve Allottee/s of his/her/their/its responsibilities under this Agreement).
- (xviii) The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.



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


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Completion Certificate in respect of the said Premises.

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

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. **FSI, TDR and development potentiality with respect to the said Building/Real Estate Project on the said Land:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly specified hereinbefore and as depicted in the proposed layout plan, at **Annexure "10"** hereto and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

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

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly specified hereinbefore and as depicted in the proposed layout plan at **Annexes "10"** hereto constituting the Proposed Layout and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is further agreed between the parties that any unutilized/balance FSI of the Real Estate Project shall be transferred/utilized in another phase/cluster/wings/buildings of the proposed Real Estate Project of the Larger Land.

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

- (i) The Promoter shall give possession of the said Premises to the Allottee/s as more particularly specified in the **Fourth Schedule** hereunder written, ("**Possession Date**") provided however, that the Allottee/s has/have paid all his dues under the said Agreement and is not in breach of the terms and conditions of this Agreement. The Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-



- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order/injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;



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- (d) Any other circumstances that may be deemed reasonable by the Authority;
- (e) Delay in providing basic amenities like water, electricity, drainage system etc by the local body;
- (f) Delay in granting approvals, Occupation certificate;
- (g) Any other reason beyond the reasonable control of the Promoter.

In such event the date of handover of possession of the said Premises shall be extended to the extent of loss of time.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date [save and except for the reasons as stated in Clause 8(i)], then the Allottee/s shall be entitled to either of the following:-

- (a) call upon the Promoter by giving a written notice by Courier / E-mail/Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; **OR**
- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/ E-mail/ Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.



(iii) In case if the Allottee/s elects his remedy under sub-clause (ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (ii)(b) above.

(iv) If the Allottee/s fails to make any payments on the stipulated date/s

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and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate till actual realization of all the outstanding amounts.

- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-Clause ii(a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing breach of any of the terms and conditions/covenants of this Agreement and/or on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier/E-mail/Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 5%(five percentage) of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company/individual involved in the transaction, on behalf of or for the Allottee/s shall also be deducted from the total amount to be refunded to the Allottee/s. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount and the other amounts as mentioned above, refund the balance amount of the Sale Consideration paid by the Allottee/s, to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it



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deems fit and proper without any further reference or recourse to the Allottee/s.

- (vi) If the Allottee/s seeks a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Premises for which a written NOC/consent and approval of the Promoter has been issued, then in the event of: (a) the Allottee/s committing a default of the payment of the installments of the consideration amount, (b) the Allottee/s deciding to cancel the agreement and/or, (c) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage, debt, outstanding at the time of the said termination to the concerned bank/financial institution. The Allottee/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 Promoter and receipt, etc. from the Lender stating that the Allottee/s has/have cleared the mortgage debt. Notwithstanding the above, the Allottee's obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. It is also agreed that the Allottee/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Allottee/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest which shall be two percent above the Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on the date on which amount becomes due and payable, on the outstanding amounts under this Agreement.


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

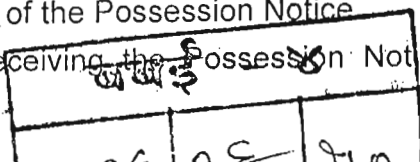
10. **Procedure for taking possession:**

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

- (ii) The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice
- (iii) Upon receiving the Possession Notice from the Promoter as per



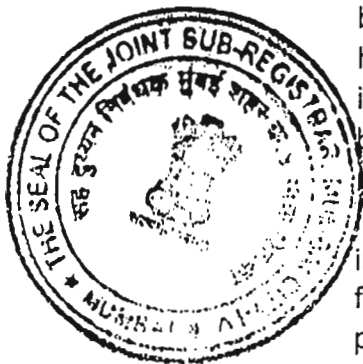

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Clause No.10(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause No.10(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.

(iv) After expiry of 15 (fifteen) days from receipt of the Possession Notice i.e. from 16th day onwards, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoing in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, GST, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Transfer Deed is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoing as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution as more particularly specified in the **Annexure "8"** annexed hereto towards the outgoing (the maintenance charges may be payable on half yearly or yearly basis as may be decided by the Promoter). The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer Deed is duly executed and registered in the manner as stated herein. On execution of the Society Transfer Deed, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society. The Allottee/s hereby agree that he/she/they are aware that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the maintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur.



11. If within a period of 5(five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building or any defects on account of workmanship, quality or provision of service,

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then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises, and/or willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.

12. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used for residential purpose only. The Allottee/s shall use the car parking slot/s only for purpose of parking vehicle.

13. **Formation of the Society and Other Societies:**

(i) Upon 51% of the total number of units/premises in the said Building being booked by the Allottees (or within such period as may be required by law), the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules.

(ii) The Allottee/s shall, along with other allottees of the said Building, join and register a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and MAHA RERA Rules, in respect of the said Building in which the allottees of the premises in the said Building alone shall be joined as members ("the Society").

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

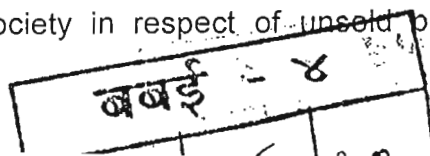
(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all Allottees of flats and premises in the said Building as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate



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Project, if any. Post execution of the Society Transfer Deed, the Promoter shall continue to be entitled to such unsold premises/car parking slot/s and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

- (vii) Post execution of the Society Transfer Deed, the Society shall be responsible for the operation and management and/or supervision of the said Building, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) Upon 51% of allottees of premises/units in the other buildings to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular buildings/real estate projects, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("**Other Societies**"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other buildings/real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and MAHA RERA Rules.
- (ix) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the promoters as the case may be, and the Promoter shall not be liable towards the same.

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

- (i) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the said Building, the said Building including the 3 Basements, 1 Stilt, 1 Lower Ground and 7 podiums of the said Building shall be transferred to the Society vide a registered transfer deed, provided however that the 3 Basements, 1 Lower Ground, 7 Podiums and 1 Stilt shall be retained by the Promoter and shall not be transferred to the Society till the time the Apex Body Transfer is not executed (or in such other manner as may be required by law)



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("Society Transfer"). The Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the said Building/Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

- (ii) The Promoter shall execute and register similar transfer deeds to the Other Societies with respect to their respective buildings/Real Estate Project/s.

15. **Formation of the Apex Body:**

- (i) Within a period of 3 months of obtainment of the Full Occupation Certificate of the last real estate project/building in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("Apex Body").
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.
- (iii) It is further agreed between the parties that all undertakings, declarations, Indemnity bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/authorities in respect of the said Larger Land and its development shall be binding upon the Allottee/s and society including the Apex Body as may be formed of the Allottee/s of Premises.

Transfer of the Larger Land to the Apex Body:

(i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and the Apex Body shall execute and register a transfer Deed whereby the Promoter shall transfer all its right, title and interest in the land comprised in the Larger Land (except the Public Parking Lot if implemented as stated below) and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already transferred to the Society/Other Societies, in favour of the Apex Body ("Apex Body Transfer").

- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Transfer. The costs, expenses, charges, levies and




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

(iii) It is however agreed by the Allottee/s that if the proposed PPL is implemented on the said Larger Land in accordance with the DC Regulations, then the portion of the Larger Land on which the PPL scheme is implemented shall be handed over to the MCGM/ Concerned Authority as required by applicable law and in that event the Society Transfer Deed and the Apex Body Transfer Deed will not take into account that portion of the Larger Land on which the public parking scheme is implemented.

(iv) In the event any premises/spaces/areas are unsold/un-allotted/unassigned and/or if car parking slot/s are un-allotted on formation of the Apex Body and execution of conveyance/transfer deed of the said Larger Land in favour of the Apex Body as stated in this Agreement, the Promoter shall be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings; deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).

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

Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**Project Management Agency**") to manage the operation and maintenance of the building(s), and the infrastructure on the Larger Land, common amenities and facilities on the said Larger Land for a period till formation and handover of the Larger Land in favour of the Apex body. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of



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infrastructure with it/them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottee/s of the said Building and the allottees of the proposed buildings to be constructed on the Larger Land on pro rata basis as may be decided by the Promoter and/or the Apex Body as applicable.

18. Upon making full payment of all amounts due under this Agreement and upon completion of the development of the said Whole Project, the Allottee/s shall be entitled to use the facilities of the proposed "Club House", under the control of a Project Management Agency or the Promoter. The Allottee/s shall be entitled to nominate a maximum of 5(five) individuals including the Allottee/s (all of whom are direct family members and staying with the Allottee/principal occupant in the said Premises) to be admitted as members of the Club House and avail the facilities of the said Club House. The Membership will be subject to the terms and conditions, rules and charges, as may be framed/levied from time to time by Project Management Agency/ the Promoter. Any additional membership if requested may be granted by the Promoter at its sole discretion for an additional charge and/or as per the terms and conditions as may be framed from time to time. The right to use the facilities at the Club House shall be personal to the Allottee/s and shall not be transferrable in any manner to any third person or party whatsoever. In the event that the said Premises is sold or transferred by the Allottee/s, then the Allottee/s shall be deemed to have transferred the right to utilize the said Club House facilities as well as membership to the subsequent allottee/s of the said Premises. The Allottee/s shall be obliged to pay the charges, if any, levied by the Project Management Agency / the Promoter for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Sale Consideration and other amounts payable hereunder, at the time the said Premises is made available to the Allottee/s for fit outs, be obliged to pay to the Promoter/Project Management Agency a non-refundable club house membership fees/and Club House corpus fund. The Promoter or any Project Management Agency appointed by the Promoter shall operate the Club House and shall be entitled to charge a fee per month for the same to the Allottee/s in addition to the amounts mentioned in this Agreement and the Allottee/s shall raise no objections with respect to the same.

19. The Allottee/s agrees and undertakes that, the Allottee/s shall, before delivery of possession of the said Premises, deposit the amounts ("Other Charges") with the Promoter as more particularly specified in the Annexure "8" annexed hereto. The Other Charges are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter.

It is clarified that the moneys will be solely used for the purpose for which they have been taken. It is clarified that the Club House Corpus Fund, and Common Apex body corpus, shall be transferred to the Apex Body/final organization as and when formed in future and the Maintenance Deposit shall be transferred to the Society as and when formed after deducting the outstanding amounts and/or actual expenses. Maintenance charges for 1 (one) year in Advance shall be appropriated towards the maintenance charges from the 16th days of the notice to take the possession from the




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Promoter to the Allottee/s till the advance amount of maintenance charges is completely appropriated and thereafter the Allottee/s shall liable to make the payment towards the maintenance charges.

21. In the case of the payments/deposits referred to in the table of the other charges is more particularly specified in the **Annexure "8"**, if there is any increase in the rate of electricity service provider, gas services provider or any of the abovementioned items or any services, the same shall be payable by the Allottee/s before possession of the said Premises. In addition to the above any, Property Tax, CGST and SGST and/or any other new levies/tax that may become due and payable at any time hereinafter on the aforesaid charges/deposits shall be borne and paid by the Allottee/s alone. The Promoter has informed the Allottee/s and the Allottee/s is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head "Other Charges" in the **Annexure "8"** are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If at any time there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee/s agrees and undertakes to pay the additional amount to the Promoter without any objection.
22. The Allottee/s shall pay to the Promoter a sum more particularly specified in the table of the Other Charges as specified in **Annexure "8"** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Transfer Deed, Apex Body Transfer Deed and other deeds, documents and writings.
23. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other allottees of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the Allottee/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water



Promoter

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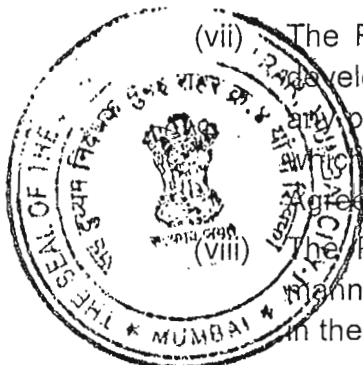
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lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

24. Representations and Warranties of the Promoter:

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

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those mentioned in this Agreement;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Sixth Schedule** hereunder written to the Society;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other



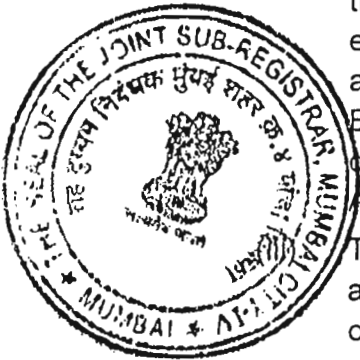
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monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Transfer and thereupon shall be proportionately borne by the Society;

- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s.
25. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./T.D.R. or any other rights of the Larger Land 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 Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
26. The Promoter shall be entitled to construct site offices/sales lounge on the said Land/Larger Land and shall have the right to access the same at any time without any restriction whatsoever till the said Larger Land or any portion thereof is transferred to the Apex Body.
27. The Allottee/s, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project/said Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project/said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the said Premises is situated, including entrances of the said Building in which the said Premises is situated and in case any damage is caused to the Real Estate Project/ said Building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project/ said Building in which the said Premises is situated or the



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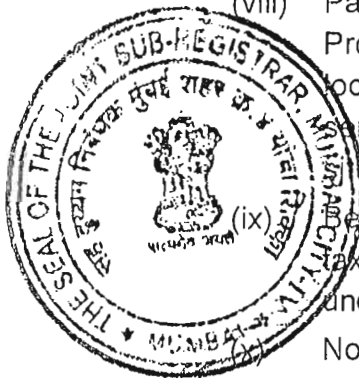
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said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s does hereby indemnify and keep indemnified the Promoter in this regard.

- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project/said Building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project/ said Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Real Estate Project/said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) It shall be the responsibility of the Society and the Apex Body that would be formed to separate the dry and wet garbage and shall see to it that the wet garbage generated in building shall be treated separately.
- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project/ said Building in which the said Premises is situated.
- (viii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Premises is situated.



- (ix) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

Not to change the user of the said Premises without the prior written permission of the Promoter and Society.

- (xi) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises

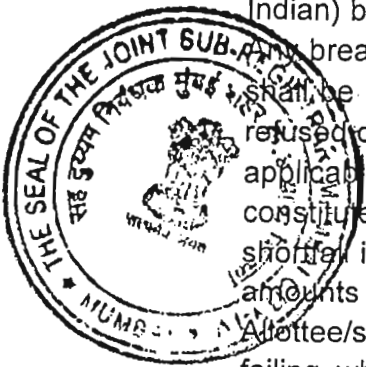

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and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

- (xii) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower/Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project/ said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xiii) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project/said Building or any part thereof to view and examine the state and condition thereof.
- (xiv) Till the Apex Body Transfer Deed is executed in favour of the Apex Body, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/ wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xv) The Allottee/s has/have declared that he/she/they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI and laws including Foreign Exchange Management Act and other applicable laws (in case of Non Resident Indian) before entering into this Agreement for Sale with the Promoter. Any breach or violation of any Acts or Rules or Laws by the Allottee/s shall be entirely at their own cost and risk. In case any permission is refused or subsequently found lacking by any statutory authority under applicable laws to such Non-Resident Indians, the same shall constitute breach of the terms of this Agreement. In case there is a shortfall in the amount received from the Allottee/s while remitting any amounts online on account of currency difference or fluctuation, the Allottee/s shall make good the shortfall payment by the due date failing which shall Allottee shall be deemed to have breached the terms of this Agreement and the Promoter shall be entitled to terminate this Agreement on the terms and conditions as specified



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herein.

- (xvi) Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Allottee/s that they shall not use any other road or access for ingress and egress to the residential/commercial property, save and except the access road as provided by the Promoter.
- (xvii) Till the entire development of the Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (xviii) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other 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 Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land.
- (xix) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee/s has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall be liable to pay such sum as may be determined by the Promoter/the Society to the Promoter/the Society, as the case may be.



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

- (xxi) The Allottee/s shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xxii) The Allottee/s has/have expressly agreed to take prior written consent from the Promoter or the society as the case may be, before carrying out any changes/alteration/modification in the said Premises or part


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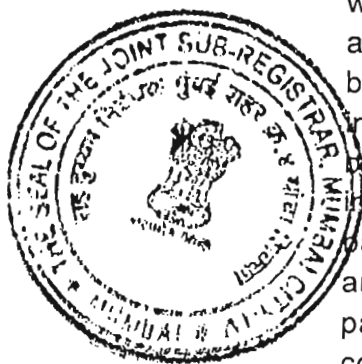
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thereof. If the allottee/s has carried out such changes/alteration/ modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.


- (xxiii) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever.
- (xxiv) The Allottee(s) agrees and acknowledges that the sample flat constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample flat and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample flat, other than as expressly agreed by the Promoter under this Agreement.
- (xxv) The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the Whole Project of development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee(s) not only as a Allottee(s) of the said Premises, but also as a member or Managing Committee member of Society/Apex Body shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee(s) and/or the Society/Apex Body shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger Land.
- (xxvi) The Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said




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Premises directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement.

(xxvii) The Allottee/s agrees and confirms that notwithstanding that the Allottee/s has/have approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee/s to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee/s to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises as provided herein have remained unpaid and the Allottee/s has/have no objection in this regard.

(xxviii) The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default.

(xxix) The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the the Society/Apex body of the Premises Allottee/s i.e. the Society/ Apex body etc that may be formed about the lien/charge of such Banks/Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

28. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

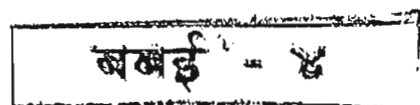


Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/buildings as may be constructed thereon, or any part thereof. The Allottee/s shall have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

30. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge


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is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

31. **Binding Effect:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Schedule specified in **Annexure "8"**, within 30(thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

32. **Entire Agreement:**

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

33. **Right to Amend:**

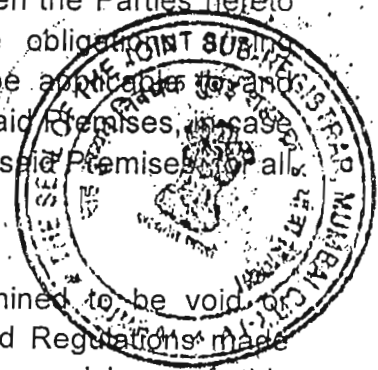
This Agreement may only be amended through written consent of the Parties.

34. **Provisions of this Agreement applicable to the Allottee/subsequent allottees:**

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

35. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made



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thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

36. **Method of calculation of proportionate share:**

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

37. **Further Assurances:**


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

38. **Place of Execution:**

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

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

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

	Allottee/s	: Sharmila Ravindra Angara, Niraj Ravindra Angara Ravindra Poonamchand Angara
	Address	: 364, Cigaretwala Building, 5th Floor, Flat No.49, S.V.P Road, Girgaon, Mumbai-400004
	Notified Email ID	: accounts@poonament.com
	Promoter	: SWAYAM REALTORS AND TRADERS LLP,
Address	: Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai-400013	
Notified Email ID	: customercare@montesouth.in	

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in


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the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

41. **Joint Allottees:**

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

42. **Stamp Duty and Registration Charges:**

The stamp duty and the registration charges upto an amount of Rs18,91,900/- (Rupees Eighteen Lakh Ninety One Thousand Nine Hundred Only) shall be borne and paid by the Promoter as per the then existing Marketing Scheme and the Allottee/s shall be liable for payment of any amount over and above the above mentioned amount in the event any liability towards the Stamp Duty arises in future. The Allottee/s shall lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof and bear all other incidental charges in respect thereof if any.

43. **Dispute Resolution:**

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

44. **Governing Law:**

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

45. **Permanent Account Numbers:**

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

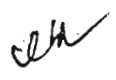
Party	
Swayam Realtors and Traders LLP	ACEFS2816A
Sharmila Ravindra Angara	AAAPA8209M
Niraj Ravindra Angara	AQLPA5010H
Ravindra Poonamchand Angara	ADGPA1478F



46. **Construction of this Agreement:**

- (i) Any reference to any statute or statutory provision shall include:-
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-


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enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
 - (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality/separate legal entity); and

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

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THE FIRST SCHEDULE ABOVE REFERRED TO
(description of the said Larger Land)

Part A
(Freehold Land)

All those pieces and parcels of freehold land admeasuring, in the aggregate, 37,564.84 square meters (as per the Property Register Cards) and bearing (i) C.S. No.1798(part) admeasuring 23,257.72 square meters, (ii) C.S.No.16/1840 admeasuring 4,416.42 square meters and (iii) C.S.No.1841(part) admeasuring 9,890.7 square meters of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

(Part B)
(Leasehold Land)

All those pieces and parcels of leasehold land admeasuring, in the aggregate, 11,858.5 square meters (as per the Property Register Cards) and bearing (i) C.S.No. 1798(part) admeasuring 8,710.8 square meters and (ii) C.S.No.1841(part) admeasuring 3,147.2 square meters of Byculla Division, Khatau Mill Compound,


Promoter


Allottee

Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

The Larger Land is bounded as follows:-

- On or towards the north : Hafiz Ali Bahadur Road
- On or towards the west : Khan Mohammad Salim Road
- On or towards the south : Meghraj Seth Road
- On or towards the east : Bapurao Jagtap Marg

THE SECOND SCHEDULE ABOVE REFERRED TO
(description of the said Land)

All that Land bearing admeasuring 1475.70 sq.mts., being portion of C.S. No.1841 of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008. being the portion of Larger Land as mentioned in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO
(description of the said Premises)

Unit No.A2004 admeasuring 137.95 square meters RERA carpet area (i.e. 1485 square feet) on the 20th floor in the Real Estate Project known as "Monte South Titlis-1" in the Building known as "Monte South Titlis" in the Whole Project known as "Monte South" situate at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008 to be constructed/constructed on the said Land as mentioned in the Second Schedule hereinabove alongwith ONE number of car parking/s.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of Whole Project and Real Estate Project Details)

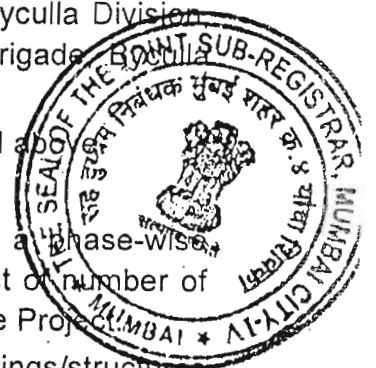
A. WHOLE PROJECT


1. Details of Whole Project:

- a) The Name of the Whole Project: 'Monte South' situate at Byculla Division Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade (West), Mumbai- 400 008.
- b) The Area of Whole Project is as per First Schedule mentioned above.


2. Development:

- a) The Area of the said Larger Land shall be developed in a phase-wise manner over a period of time. The Whole Project will consist of number of Real Estate Projects constituting various phase/s of the Whole Project.
- b) The Promoter is developing multiple buildings/towers/wings/structures including the Real Estate Project for residential/commercial/IT/Retail/hotel user, mixed user and such user as may be permissible in accordance with applicable law.
- c) Two separate Rehabilitation buildings cum Mhada buildings are proposed for rehabilitation of chawls as per the DCR and shown on the Proposed plan.
- d) The Promoter is constructing the buildings as independent buildings/wings. However, either by basement or by stilt area or by commercial block or by podium or otherwise, each one of the said buildings may be connected with




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other and/or horizontally connected to each other as horizontal extension to each other may be with common partition walls or by dead walls as the case may be and the Allottee/s are aware of the same.

- e) Development will be as per the proposed layout plans as may be amended from time to time.

3. Sanctioned and Proposed Plan:

- a) The development of the Whole Project is presently undertaken as per the Sanctioned Layout Plan which has been annexed hereto as **Annexure "2"**.
- b) The Promoter proposes to develop the Whole Project and Real Estate Project as per the Proposed Layout Plan as annexed hereto as **Annexure "10"**. The Promoter reserves the right to get the Proposed Layout Plan sanctioned from the Concerned Authorities.

4. Details of Sanctioned Floor Space Index (FSI) and Proposed FSI for Whole Project:

- a) Sanctioned FSI : 75,355.52 Sq.mt.
- b) Proposed FSI: 3,33,603.9675 Sq.mt. proposed on account of the full development potential of the said Larger Land and the full FSI thereof, free sale FSI, premium FSI and FSI from any multi mill generation in the future) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations/ New DCR/Revised DCR as may be in force at present and/or at any time hereafter.

5. Details of Aggregate area of the recreation open space (on the Podium and on the Ground) for Whole Project: Approximately 12,000 Sq.mt.

6. Common Areas & Amenities:

The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written ("**Whole Project Amenities**"). The common areas and amenities for the Whole Project shall be completed at the time when the Whole Project is completed.

7. The nature of the organization of Allottee/s to be constituted and to which the title of such land parcels is to be transferred on completion of the Whole Project are as more particularly specified in the Agreement.



B. REAL ESTATE PROJECT

Details of Real Estate Project:

The development of part of the tower/wing of a building is known as '**Monte South Titlis**' on the part of the said Land consisting of 3 Basements, 1 Plinth, 1 Lower Ground, 1 Stilt, 7 Podiums and upto 30th Floor is known as '**Monte South Titlis-1**' ('Real Estate Project').

- b) Details of sanctions, approvals and permissions are as mentioned in the Agreement.


Promoter

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2. Details of Sanctioned Floors:

a) Number of floors sanctioned as on date for Real Estate Project:
Upto 30th Floor

3. Details of Proposed Floors:

a) Proposed number of floors for Real Estate Project: **NIL.**

4. Type of Premises:

a) The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, combination flats/apartments, tenement/s, duplexes, penthouses.

5. Sanctioned Floor Space Index (FSI):

a) Total FSI of 24383.86 Sq.mtrs. has been sanctioned for consumption in the construction and development of the Real Estate Project.

6. Proposed Floor Space Index (FSI):

a) The Promoter proposes to eventually consume a further FSI of 500 Sq.mtrs. aggregating to total FSI of 24883.86 Sq.mtrs. in the construction and development of the Real Estate Project on account of the full development potential of the said Larger Land and the full FSI thereof, free sale FSI, premium FSI and FSI from any multi mill generation in the future) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations/ New DCR/Revised DCR as may be in force at present and/or at any time hereafter.

7. Common Areas & Amenities:

a) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Sixth Schedule** hereunder written ("**Real Estate Project Amenities**") to this Agreement.

8. Formation of Society and Transfer of Land:

a) The formation of the Society and Transfer of land in the Real Estate Project/Whole Project shall be in the manner as mentioned in the Agreement.

9. Possession of the said Premises:

a) The date of handover of possession of the said Premises in the Real Estate Project is 31/12/2021.

10. The name and address of the Architect:

Matrix Architects and Engineers, 702, Marathon Max, Mulund-Goregoan Link Road, Mulund (West), Mumbai - 400 080.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of Amenities of Whole Project)

COMMON AMENITIES

1. Paved Access.
2. Recreation, landscaped space with Jogging track, Play Park, Podium Level.
3. Grand Entrance Gate.



Promoter *[Signature]*

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SRA Allottee *[Signature]*

4. * Membership to Club House with Health Club, Swimming Pool, Gymnasium, Indoor Games.
 5. Multilevel Car Parking.
 6. Well designed compound walls and Security gates shall be provided.
- * Item 4 is chargeable as mentioned in this Agreement.

The common areas and amenities as mentioned in this Schedule for the Whole Project shall be completed on completion of the Whole Project.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description of Common Amenities of Real Estate Project)

1. 336 car parks
2. High Speed Lifts
3. Fire Fighting Facility

The common areas and amenities as mentioned in this Schedule for the Real Estate Project shall be completed on completion of the Real Estate Project.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Description of Internal amenities of the said Premises)

INTERNAL AMENITIES (alongwith branding and pricing details):

Sr. No.	Internal Amenities	Brand	Price
1	All rooms with Imported Marble flooring.	Beige colour or make equivalent	Rs.200/- Sq.ft
2	Walls and ceiling shall be painted in Acrylic Emulsion paint	Make Godavari/Asian Paint/Berger/Nitco or equivalent	Rs.12/- Sq.ft.
3	Kitchen platform with Stainless Steel Sink shall be provided	SS 304 Satin Fininsh /Franke, Nirali, Carysil, Diamond and equivalent make.	Rs.4,500/- Per No.
4	Kitchen wall above platform shall be finished with tiles upto Door lintel lvl	Size 600 x 300 MM tile, make Simpolo, Johnson, Nitco, Somany, Kajaria or equivalent	Rs. 45/ Sq.ft.
5	All the Toilets shall be Designer Toilet with ceramic tiles	Size 600x1200, make Simpolo, Johnson, Nitco, Somany, Kajaria or equivalent	Rs.80/- Sq.ft.
6	All the toilets shall have concealed plumbing with S.I. quality fittings.	-	-
7	All the Flats/Units/Premises shall have geyser in all toilet for hot water facility, ISI make sanitary ware & CP fitting.	Gyser /Boiler make:- Spherehot/Venus/Racold/Jaquar/Rocket and Equivalent.	For 50 Ltr Boiler Rs. 9000/- per No and



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		CP fitting & Sanitaryware make Vitra/Roca/Jaquar/Cera/parryware and equivalent.	For 3 lit Gyser Rs. 2500/- Per No.
8	All the windows shall be made of colour coated Analyzed Aluminum heavy sections	Jindal/Hindustan Aluminium/Bonco/Global and Equivalent	-
9	All the door frames shall be made of Teak Wood and all living & bed room shutters shall be Solid core flush doors with both side veneer, natural matt finish, toilet door shutters shall be flush doors with both side laminate finish	(a) Hot Pressed solid core Main Door Shutter 45 mm thk, (b) Bedroom/Toilet door 35 mm thk of Kalpatru/Shreeji/Sanghavi/Sunrise and equivalent make.	(a) Rs.230 /- Sq.ft. (b) Rs.180/- Sq.ft.
10	Intercom system at security gate for the communication in each flat shall be provided. M.T.N.L./B.S.N.L/other service provider telephone wiring shall be concealed.	-	-
11	Provision for T.V. cable connections in each flat shall be provided with concealed Plug points.	-	-
12	All the Electrical wiring shall be concealed and of Copper wire. Circuit Breakers shall be provided in place of Fuses	Wire of Polycab/KEI/Finolex make and Circuit Breakers of L&T/Schneider/ABB/Simens and equivalent make	-

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

SIGNED, SEALED AND DELIVERED)
by the withinnamed "Promoter")
Swayam Realtors and Traders LLP)
through its Authorized Signatory)

) For Swayam Realtors and Traders LLP
)
)
) Authorized Signatory



Mr. **MR. K. S. RAGHAVAN**)

) For Swayam Realtors and Traders LLP

Mr. Devang D. Doshi)

) Authorized Signatory/Director



in the presence of)

1. Deepali Patra Doshi

2. Swarnal. Kadam

SIGNED AND DELIVERED)
by the withinnamed the "Allottees")

)
) Shanik R. Angara



Sharmila Ravindra Angara)

Niraj Ravindra Angara)

Ravindra Poonamchand Angara)

in the presence of)



1. Deepali Patra Doshi

2. Swarnal. Kadam



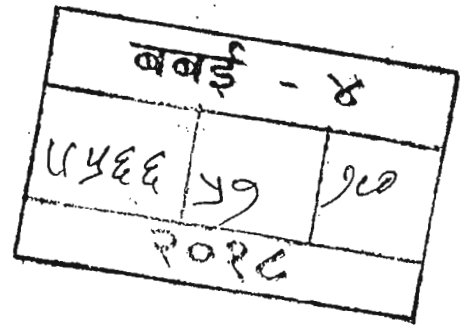
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Allottee

List of Annexures

- Annexure "1" - Receipt
- Annexure "2" - Sanctioned Layout Plan
- Annexure "3" - Intimation of Disapproval dated 6th October, 2010 bearing reference No.E.B./CE/EB/5709/E/A/BS/A issued by the MCGM
- Annexure "4" - Commencement Certificate dated 13th December, 2013 bearing reference No.EEBPC/5709/E/A issued by MCGM and amended from time to time
- Annexure "5" - The authenticated copies of the Property Register Cards
- Annexures "6" & "6A" - Title Report issued by Wadia Ghandy & Co. dated 7th July, 2014 and Addendum to Title Report dated 1st October, 2016
- Annexure "7" - Sanctioned Floor Plan
- Annexure "8" - Premises and Transaction Details
- Annexure "9" - RERA Certificate
- Annexure "10" - Proposed Layout Plan



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Promoter

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ANNEXURE "1"

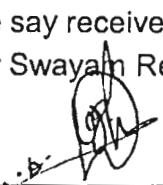
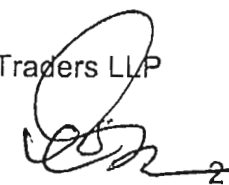
RECEIPT

Rs.33,82,333/- (Rupees Thirty Three Lakh Eighty Two Thousand Three Hundred and Thirty Three Only) being the part price / consideration in respect of sale of the said Premises hereinabove mentioned as follows:


Received towards Service Tax	Rs. 38,756/-
Received towards 6% CGST and 6% SGST	Rs. 3,02,530/-
Received towards consideration of said Premises	Rs.33,82,333/-
Total	Rs.37,23,620/-


Sr. No.	Cheque No.	Cheque Date	Bank	Amount (Rs.)
1	BARBR520170617 00806931	17 June,2017	NEFT	9,00,000
2	000129	16 March,2018	Bank of Baroda	14,23,620
3	000136	04 April,2018	Bank of Baroda	14,00,000
Total				37,23,620

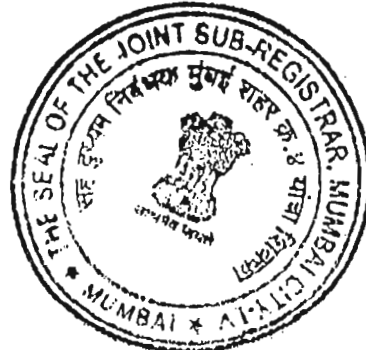
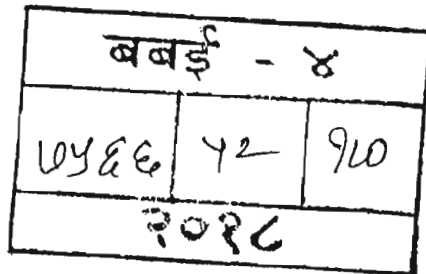
We say received
For Swayam Realtors and Traders LLP

 1 
Authorized Signatory

Witness:

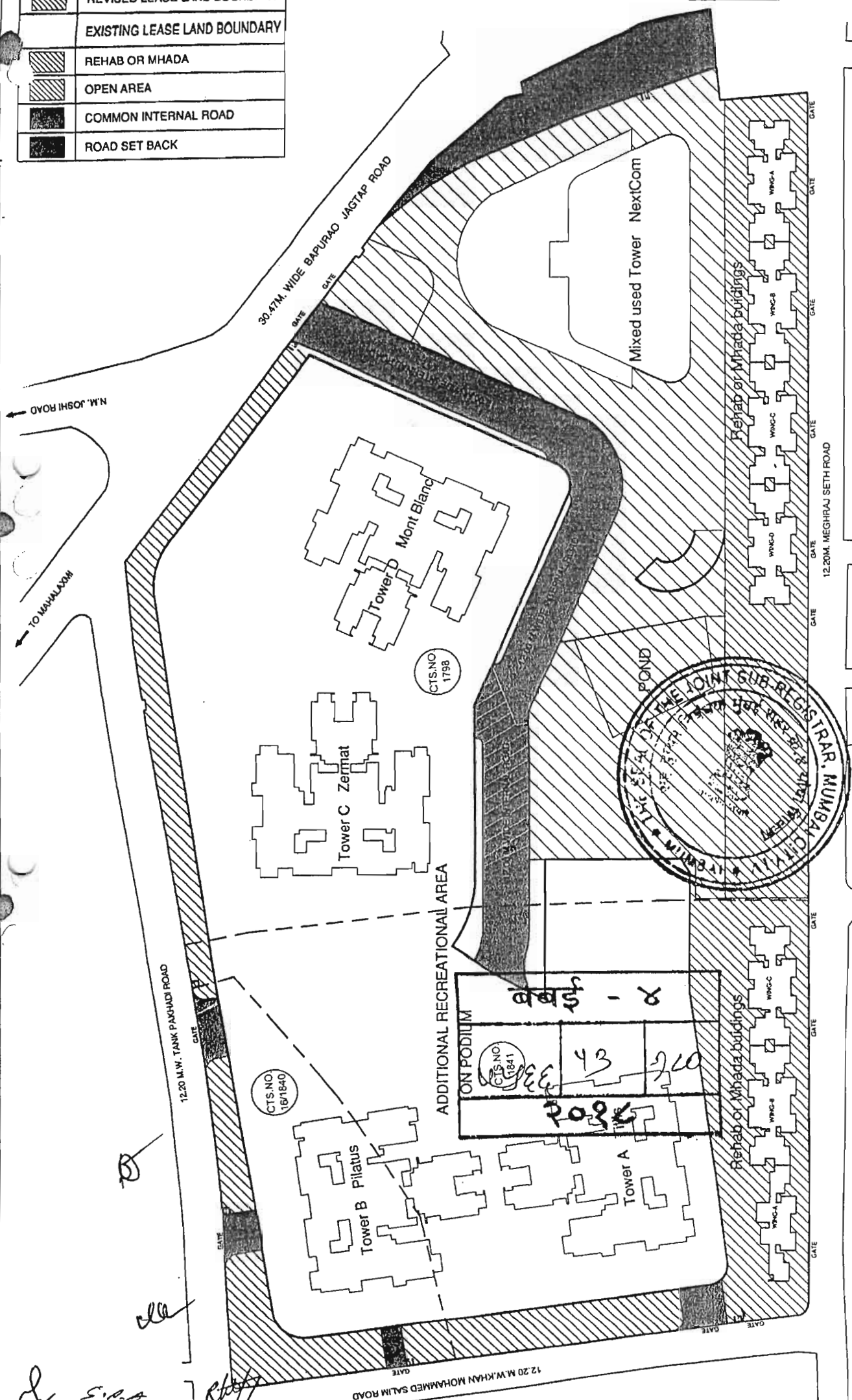
1. Deepali Patra 

2. Swarni Kadam 



ANNEXURE "2"

LEGENDS	
	REVISED LEASE LAND BOUNDARY
	EXISTING LEASE LAND BOUNDARY
	REHAB OR MHADA
	OPEN AREA
	COMMON INTERNAL ROAD
	ROAD SET BACK



PROJECT TITLE :- MONTE SOUTH
 FOR :- SANCTION LAYOUT PLAN

adani **MARATHON**
 Realty Redefining Real Estate. Redefining Infrastructure.

MARKETING OFFICE
 Swayam Realtors & Traders LLP
 Khatau Mill Compound
 Bapurao Jagtap Marg
 Near Byculla Fire Brigade
 Byculla (west), Mumbai 400 008

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Annexure "3"

BMPP-1494-2004-15,000 Forms.

EC-48

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

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

Ex. Eng. Bldg. Proposal (City)-II
'E' Ward, Municipa Office, 3rd Floor,
10, S. K. Hafizuddin Marg, Byculla,
Mumbai - 400 008.

No. E.B./CE/EB/5709/E/A BS/A of 200 - 200

MEMORANDUM

M/s. Swayam Realtors & Traders Ltd.
Marathon Nextgen,
Ganpatrao Kadam Marg,
Lower Parel, Mumbai

Municipal Office,
Mumbai 6/10/2010

With reference to your Notice, letter No. 2425..... dated 14.12.2009 and delivered on 01.09.2010..... 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Building No.1 on Plot bearing C.S.No.1795, 1841 & furnished to me under your letter, dated 16/1840 Byculla divn., Byculla, Mumbai 200..... I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

1. That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
3. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).

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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the^{5th} day of Oct. 2011, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

— sd —
Executive Engineer, Building Proposals,
Zone, City II Words.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Bylaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect a new domestic building shall cause the same to be built so that every part of the plinth shall be--

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer or an existing or to be laid in such street.

(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

(c) Not less than 92 ft () meters above Town Hall Datum "

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

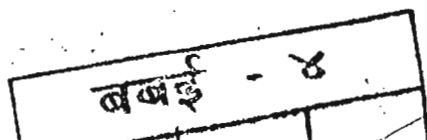
(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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



Contd... (A).

4. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
5. That the specifications for layout/ D.O/ or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C.)/ E.E. (S.W.D.) of City before submitting building completion certificate.
6. That the structural engineer will not be appointed. Supervision memo as per Appendix XI [Regulation 5(3) (b)] will not be submitted by him.
7. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
8. That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.E. (Survey)/ E.E. (T&C)/ E.E. (D.P.)/ D.I.L.R. before applying for C.C.
9. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
10. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward officer before demanding C.C. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
11. That the indemnity bond indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
12. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C. subject to withdrawal of Notice under section 354-A by Monitoring Committee.
13. That the requirements of N.O.C. of C.F.O. /E.E.(T&C) will not be obtained & the requisitions, if any, will not be complied with before plinth C.C.
14. That the basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not misusing the basement will not be submitted before C.C.

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Contd. (A):

30. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
31. That the remarks from M.E. Department shall not be submitted.
32. That the board displaying the details of development of the work shall not be displayed at site.
33. That the necessary remarks for training of nalla / construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C. .
34. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
35. That the copy of PAN card of the applicant shall not be submitted before C.C.
36. That the precautionary measures to avoid dust nuisance such as erection of GI sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
37. That the fresh P.R. Card in the name of owner shall not be submitted before C.C.
38. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer, to avoid nuisance damage to adjoining buildings.
39. That the N.O.C. from E.E.T&C shall not be obtained for the parking before C.C.
40. That Regd. WAT for minimum Nuisance during construction activity shall not be submitted before C.C.
41. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
42. That the GI Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
43. That the C.O. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc) is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.

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44. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable IS codes.
45. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
46. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006.
47. That the remarks regarding formation level from Road Department shall not be submitted.
48. That Regd. U/T for handing over setback area for the balance portion of the plot not covered under this proposal as & when required by M.C.G.M. shall not be submitted.
49. That the remarks from Commissioner of Police regarding possibility of involvement of Criminal / Anti-National elements in the Ownership / Development of plot under reference shall not be submitted.
50. That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No.TPB-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be submitted.
51. That the requisition of clause No. 45 and 46 of D.C. Regn. 01 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work.
52. That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.

(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :

- 1) That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
- 2) That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
- 3) That the elevation treatment plan shall not be submitted & get approved.
- 4) That the construction of road including storm water drain and footpath shall not be constructed.
- 5) That the compliance of necessary remarks for training of nalla / construction of SWD will not be submitted before granting full C.C. for the said building.

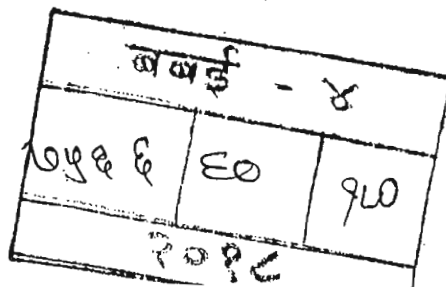
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(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING:

1. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, Over-Head Tank etc. for Maternity Home/Nursing Home, user will not be provided and the drainage system or the residential part of the building will not be affected.
2. That some of the drains will not be laid internally with C.I. Pipes.
3. That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II of 26-6-1978.
4. That the surface drainage arrangement will not be made in consultation with E.E (SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
5. That 10'-0" wide paved pathway upto staircase will not be provided.
6. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
7. That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
8. That carriage entrance shall not be provided.
9. That the parking spaces shall not be provided as per D.C. Regulation No.36.
10. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
11. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
12. That the Drainage completion certificate from (S.P.)(P&D) City for provision of Septic Tank/Soak pit will not be submitted.
13. That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted.
14. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.



15. That final N.O.C. from C.F.O./ Tree Authority shall not be submitted before asking for occupation permission.

16. That the compliance of N.O.C. from H.E. will not be made and certificate to that effect will not be submitted.

17. That the Fresh property card in the name of the owner shall not be submitted.

18. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.

19. That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/UD-1, dated 6th June 2007 shall not be provided before applying for occupation permission.

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE

E.C.O.:
1. That certificate under Section 270-A Of M.M.O. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

sd/
Executive Engineer
Building Proposals (City)-II

No. EB/5709/E/A.

06/10/10

Copy to :- 1. M/s. Matrix,
Architects,
Rukmini Niwas,
Devi Dayal Road,
Mulund (West),
Mumbai - 400 080

2. Asstt. Commissioner E Ward,

3. A.E.W.W. E Ward,

4. Dy. A. & C. City,

5. Asstt. Commissioner (Estates)

sd/
Executive Engineer
Building Proposals (City)-II

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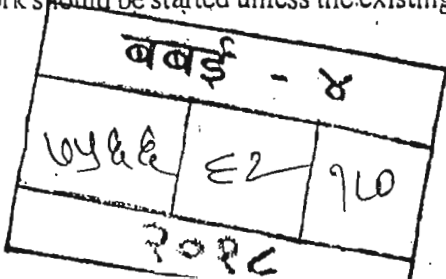


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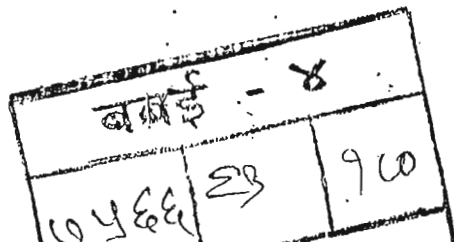
NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with,
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner. as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.




- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13(h)(3) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b)
 (b) Louvres or Arches should be provided over Door and Window opening
 (c) The drains should be laid as require under Section 234-L (a)
 (d) The inspection chamber should be plastered inside and outside
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

Executive Engineer, Building Proposals
 Zones, City II.....Wards.



Annexure "4"

C - 3


MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/5709/E/A

COMMENCEMENT CERTIFICATE

To,
M/s. Swayam Realtors & Traders LLP
Marathon Futorex, N. M. Joshi Marg, Lower Parel,
Mumbai-400008

Sir,
With reference to your application No. EB/5709/E/A Dated. 27/3/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 27/3/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 00 C.T.S. No. 1798, 16/1840 & 1841 Division / Village / Town Planning Scheme No. Byculla situated at B. J. Marg Road / Street in E Ward Ward .

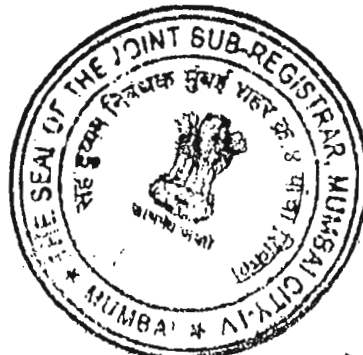
The Commencement Certificate / Building Permit is granted on the following conditions:--

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

The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City IV E Ward (R. D. Deore) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 12/12/2014

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Issue On : 13/12/2013

Valid Upto : 12/12/2014

Remark :

Plinth c. c. is granted for wing of building no.1 marked as A,B,C,D on plan at Pg. 1433 of to Top of basement as per amended Approval dated 13.09.2013

Approved By

L. S. Ahire

Assistant Engineer (BP)

Issue On : 7/5/2015

Valid Upto : 12/12/2016

Remark :

This C. C. is endorsed for part of wing "A" as per last amended approved plan dated 13.10.2014 and extended further for part of wing 'A' and part of wing 'B' as marked A,B,C,D,E,F,A (i. e. free hold land) on copy of approved layout plan dated 18.10.2014 and approved Phase Program dated 18.10.2014, up to service floor level i. e. Top of 8th. podium floor.

Approved By

L. S. Ahire

Assistant Engineer (BP)

Issue On : 6/4/2016

Valid Upto : 12/12/2016

Remark :

This C. C. is Further extended upto Top of 37th floor (part) of Wing 'A' of building no.1 on free hold portion of the plot as per amended approved plan dated 13.10.2014

Approved By

R. D. Deore

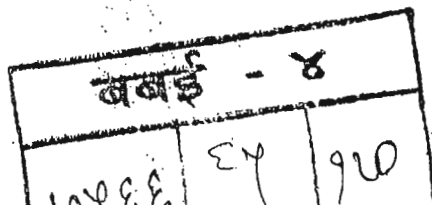
Assistant Engineer (BP)

Issue On : 2/3/2017

Valid Upto : 12/12/2017

Remark :

This C. C. is endorsed upto 37th (part) for wing 'A' and upto service floor (between 8th and 9th floor) for wing 'B' as marked on layout plan as A,B,C,D,E,F,A as per amended plan dated 15.02.2017



Approved By
R. D. Deore
Assistant Engineer (BP)

Issue On : 12/6/2017

Valid Upto : 12/12/2017

Remark :

This C.C. is extended up to 44th floor for Wing 'A' & to endorse the C.C. for Wing 'B' as per amended plan dated 26.05.2017.

Document certified by
Ravindra Dagaji Deore
<rdeore1967@gmail.com>

Name : Ravindra D
Deore
Designation : Assistant
Engineer
Organization : Municipal
Corporation Greater
Mumbai
Date : 12-Jun-2017 16: 35:59

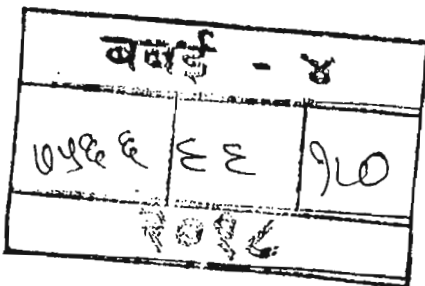
For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

City E Ward Ward

Cc to :

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





Division: MUMBAI
Register No. 182
Page No. 7

FORMER REGISTER FOR THE YEAR AND ISSUED BY 1833/11
(to appear under Section 206 of the Maharashtra Land Revenue Act, 1956)

File No: S-0-Badshah
Initiated by: SRI P. S. WAD

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. House No.	6. Area in Sq. Meters	7. Location Survey No.	8. Collector's File No.	
70	STREETS OF THE MUMBAI CITY AND DISTRICT MUNICIPALITY 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	101-102 (SEE IN 101) FOR CORRECTION IN 101. 101A FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101A RECORDS IN THE RESPECT OF THE AREA OF 102. 101B FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101B RECORDS IN THE RESPECT OF THE AREA OF 102. 101C FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101C RECORDS IN THE RESPECT OF THE AREA OF 102.	101-102 (SEE IN 101) FOR CORRECTION IN 101. 101A FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101A RECORDS IN THE RESPECT OF THE AREA OF 102. 101B FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101B RECORDS IN THE RESPECT OF THE AREA OF 102. 101C FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101C RECORDS IN THE RESPECT OF THE AREA OF 102.	101-102 (SEE IN 101) FOR CORRECTION IN 101. 101A FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101A RECORDS IN THE RESPECT OF THE AREA OF 102. 101B FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101B RECORDS IN THE RESPECT OF THE AREA OF 102. 101C FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101C RECORDS IN THE RESPECT OF THE AREA OF 102.	101-102 (SEE IN 101) FOR CORRECTION IN 101. 101A FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101A RECORDS IN THE RESPECT OF THE AREA OF 102. 101B FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101B RECORDS IN THE RESPECT OF THE AREA OF 102. 101C FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101C RECORDS IN THE RESPECT OF THE AREA OF 102.	101-102 (SEE IN 101) FOR CORRECTION IN 101. 101A FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101A RECORDS IN THE RESPECT OF THE AREA OF 102. 101B FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101B RECORDS IN THE RESPECT OF THE AREA OF 102. 101C FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101C RECORDS IN THE RESPECT OF THE AREA OF 102.	101-102 (SEE IN 101) FOR CORRECTION IN 101. 101A FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101A RECORDS IN THE RESPECT OF THE AREA OF 102. 101B FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101B RECORDS IN THE RESPECT OF THE AREA OF 102. 101C FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101C RECORDS IN THE RESPECT OF THE AREA OF 102.	101-102 (SEE IN 101) FOR CORRECTION IN 101. 101A FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101A RECORDS IN THE RESPECT OF THE AREA OF 102. 101B FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101B RECORDS IN THE RESPECT OF THE AREA OF 102. 101C FROM THE DIST. REGISTER FOR THE CITY OF MUMBAI FOR THE U.S. 101C RECORDS IN THE RESPECT OF THE AREA OF 102.

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Date of Application: 25 JAN 2017
Date of Approval: 25 JAN 2017
For Approval: S. S. WAD
Performance of Duty: S. S. WAD
Date of Issue: 25 JAN 2017

Note: This is a true copy of the extract of C.S. Register which forms part of this office record. The area of the property referred to therein is 101.102 sq. meters.



Municipal Commissioner
Mumbai City Survey and Land Records

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Cadastral Survey No.	5. Tenure	6. Area in Sq. Meters	7. Location Survey No.	8. Collector's Fee No. (Collectors List No. 10)
207	RAJES ROAD	-NIL-	1041	[FORAS] L.T.A.	[[118371.22]] 50.76745 [118371.22] [118371.22] [118371.22] [118371.22] [118371.22] [118371.22] [118371.22] [118371.22]	7479,3409,2/3564	13714 [L.T.A. C.S. No. 1041]

9. Street Map due to Govt.	10. Name of Person in Beneficial Ownership	11. Mode of Acquisition by Present Owner	12. Mutation of Title
[RECEIVED]	(14)-THE KHATAH PARASHI SPINNING & REEVING COMPANY LTD.	(14)-(DEED NO. 3713) CONVEYANCE DT. 24.6.1935 FROM THE MUNICIPAL CORPORATION FOR THE CITY OF BOMBAY SEC. 2, 37, 292/- IN RESPECT OF AN AREA OF PLOTS 'D' & 'E' ADMEASURING 11829.22 SQ. METERS WHICH IS ENCLOSED IN THE AREA OF THIS SURVEY (WIDE ALSO C.S. NO. 1779 & 11/1944)	- NIL -

13. Original Grant from Govt., if any	14. Lease from Public Body or Landlord	15. Ground Rent (Rs. to Public Body or Landlord)	16. Separated/Under Judicial
- NIL -	- NIL -	- NIL -	- NIL -

17. Remarks	18. Contiguous
<p>-DEED RECEIVED WIDE C.S. NO. 1 (FORAS) DT. 6.7.1936 REF: B E V S R IV - 447</p> <p>-ASSESSMENT FIXED AS PER THE ACT, 1949 AND WIDE ORDER NO. 3047/15/1/ BICULLA C.S. NO. 1041 DATED 31.7.50 ISSUED BY THE DEPUTY COLLECTOR TENURE ABOLITION ORDER, BOMBAY CITY, COPIES FILED IN FILE NO. S/7/ WIS/ BICULLA DIVISION SRA-22.1.57</p> <p>-P-65 PER THE LEASE DT. 1.10.1928 AND AS PER THE WIDE LETTER NO. 1574 2496/18 DT. 29.4.50 THE AREA OF THE SUPPL. LEASE WOULD BE SHOWN AS 3754 SQ. METERS, I.E. 3300.05 SQ. METERS, BUT ON SCOURING OF THIS OFFICE C.S. RECORDS IN RESPECT OF C.S. NO. 1041 & 1041 THE AREA OF 'L' PLOT SHOWN AS 2754 SQ. METERS, I.E. 2147.17 SQ. METERS, HENCE THE TENURE WIDE DEGREE UP OF 4504 IS AS UNDER:- WIDE LETTER NO. 1574 --- 3754.05 SQ. METERS. FORAS --- 11829.22 --- 7</p>	<p>Assessment Levied/Fixed as per The Act, 1949 and wide C.S. No. 17 for first 10 Years</p> <p>(i) 1-8-1971 to 31-7-1981 Rs. 2261.50 P.A.</p> <p>(ii) 1-8-1981 to 31-7-1991 Rs. 743.50 P.A.</p> <p>(iii) 1-8-1991 to 31-7-2001 Rs. 1167.00 P.A.</p> <p>(iv) 1-8-2001 to 31-7-2011 Rs. 2140.50 P.A.</p> <p>For last 10 Years</p> <p>(v) 1-8-2011 to 31-7-2021 Rs. 2261.50 P.A.</p>



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P. Chaudhary

P. Registrar

1974 - 1592.27 - 5
 ALSO VIEW C.S. NO. 1778 OF THIS DIVISION
 EXT. NO. 12345 & 51 1107/1081, 1778, 10/1084
 FILE NO. 10.10.11.1.1.1
 S/A-1.9.00 C.S. 1778/11, 10/1084, 10/1084

(Rectangular 'J' Brackets shows as by attached)
 Note:- This is a true copy of the extract of C.S. Register which forms part of this office record
 and the area of the property referred to therein is 1507/1084 sq. meters.
 (ENCLOSED HEREWITH IS THE SEARCH REPORT NO. 51. 10.10.11.1)

[Signature]
 Superintendent
 Mumbai City Survey and Land Revenue



25 JAN 2017

Name of Applicant: PASUMANT GANGE
 Date of Application: 11/01/2017
 Fee received: Rs. 10000.00
 Reference of Issue: 52000/2017
 Date of Issue :

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Annexure "6"



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

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

Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0126

General e-mail: contact@wadiaghandy.com | Personal e-mail: Anamika.Jaswani@wadiaghandy.com

NL/DDA/10008/6685/2014

7th July, 2014

TITLE REPORT

To,

SWAYAM REALTORS AND TRADERS LLP
Marathon Futurex,
N.M. Joshi Marg,
Lower Parel,
Mumbai 400013

Attn: MR. MAYUR SHAH AND MR. CHETAN SHAH

Re: All those pieces or parcels of land bearing Cadastral Survey Nos. 1798, 16/1840 and 1841 of Byculla Division admeasuring in aggregate 49,422.81 square meters or thereabouts situated at Byculla at the junction of Tank Pakadl and Water Streets in the City and Island and registration Sub-District of Bombay ("the said Land")

We have been requested by our client, Swayam Realtors and Traders LLP, comprising Adani Infrastructure and Developers Private Limited and Marathon Nextgen Realty Limited as its partners ("SRTL") to investigate the title of SRTL to the said Land. SRTL was formerly a public limited company by the name of Swayam Realtors and Traders Limited. Subsequently, Swayam Realtors and Traders Limited was converted into Swayam Realtors and Traders LLP pursuant to the applicable provisions of the Limited Liability Partnership Act, 2008. The certificate of registration of Swayam Realtors and Traders LLP was issued on 26th July 2012.

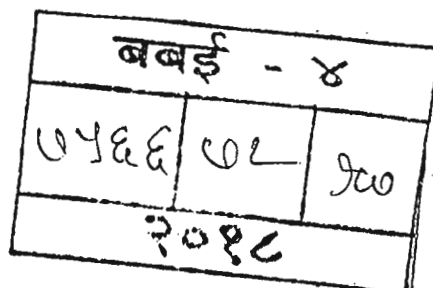
A. STEPS

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

1. Perused the original title deeds (a list whereof is set out in Part A of Annexure "A" hereto) with respect of the said Land and perused the deeds and documents as per the list set out in Part B of Annexure "A" hereto,



Ahmedabad | Bengaluru | Chennai | Coimbatore | New Delhi | Pune | Singapore



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2. Caused searches to be undertaken at the office of Sub-Registrar of Assurances for a period of 77 years.
3. Examined the property register cards with respect of the said Land.
4. Caused searches to be undertaken at the Registrar of Companies ("ROC") for SRTL and Khatau Makanji Spinning and Weaving Company Limited.
5. Examined the Development Plan remark with respect to the said Land.
6. With respect to the facts which cannot be ascertained from the examination of public records, SRTL and CCPL have furnished information in that regard and the same is also recorded in separate Declarations dated 27th June 2014 given by SRTL and Colombia Chrome (India) Private Limited ("CCPL") respectively and we have relied upon the same.
7. We have issued public notices in two newspapers with respect to the said Land to invite objections and claims as specified hereinafter.

B. DISCLAIMERS

1. We have at the instructions of our client, conducted a title investigation of the said Land for the purpose of issuing this Report. It is expressly clarified that this Report is restricted only to ascertain the title and the nature of rights of our client to the said Land and does not address any other issue.
2. This Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate, which we have assumed to be the case.
3. For the purpose of this Report, we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Mumbai. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on

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account of such non-availability of records or on account of records being torn or mutilated.

4. For the purpose of this Report, we have also caused searches to be conducted of the records of the Registrar of Companies as specified hereInbelow. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records on the date of inspection.
5. We have not formed any opinion on the approvals and sanctions granted/ required from the concerned authorities for the development or construction on the said Land or any part thereof.
6. This Report has been prepared in accordance with and is subject to the laws of India.

C. CHAIN OF TITLE

C.S. No.1798 (Freehold Land)

1. By and under an Indenture of Conveyance dated 5th January, 1876 executed between Dwarkadass Vussonjee of the First Part and Khatau Makanji of the Second Part and the Khatau Makanji Spinning and Weaving Company Limited (thereIn referred to as the said Company and hereInafter referred to as "KMCL") of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 3A of 1876, the said Dwarkadass Vussonjee at the request of the said Khatau Makanji granted and conveyed unto KMCL all that piece or parcel of land situate lying and being on the South Side of Haines Road in the Sub-district of Mandvi in the Island of Bombay admeasuring 10,382 square yards equivalent to 8,691.54 square meters or thereabouts bearing New Survey No. 3472 ("Part A - First Freehold Land") for the consideration and on the terms and conditions as mentioned thereIn.
2. By and under an Indenture dated 27th March, 1898 executed between Krishnanath Ambarnath Kirtikar of the One Part and KMCL of the Other Part and registered with the Office of the Sub Registrar of Assurances under Serial

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No. 1174A 1886, the said Krishnanath Ambarnath Kirtikar granted and conveyed unto KMCL all that piece or parcel of land situate lying and being at Byculla commonly called Byculla Agripada and within the Registration Sub District of Bombay admeasuring 4,474 square yards equivalent to 3,740.83 square meters or thereabouts bearing New Survey No. 3477 ("Part B - First Freehold Land") for the consideration and on the terms and conditions as mentioned therein.

3. By and under an Indenture of Conveyance dated 9th August, 1900 executed between The Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the One Part and KMCL (therein referred to as the Company) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 1882A of 1900, the Corporation granted, assigned, conveyed and assured unto KMCL all that piece or parcel of land situate to the west of Haines Road Byculla in the Registration District and Sub District of Bombay containing by admeasurement 5,932 square yards equivalent to 4,959.90 square meters or thereabouts bearing New Survey Nos. 3589, 3590 and 3591 ("Part C - First Freehold Land") for the consideration and on the terms and conditions mentioned therein.
4. By and under an Indenture of Conveyance dated 2nd August, 1911 executed between Karsondas Hargovan Chattu, Ramdas Karsondas, Mooraji Karsondas, Parmanand Karsondas and Toolsidas Karsondas (being the minor sons of Karsondas Hargovan Chattu by their father and natural guardian) and Mamubal (the widow and the heir of Damodar Madhawji Rupjee) (therein referred to as the Vendors) of the First Part and Gordhandas Khattau of the Second Part and KMCL (therein referred to as the Company) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 2508A of 1911, the Vendors therein granted unto the KMCL (a) all that triangular piece or parcel of land or ground situate lying and being on the South side of the Haines Road Byculla in the Registration Sub District and Island of Bombay admeasuring 6,618 square yards equivalent to about 5,533.49 square meters or thereabouts bearing Old Survey Nos. 322, 323 and 324 and New Survey Nos. 1/3474, 2/3473 and 1/3473 and (b) all that piece or parcel of Fazendari land situate on the west side of and adjoining the land described in (a) above within the Registration Sub District and Island of Bombay admeasuring 164 square yards equivalent to 137.13 square meters or

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thereabouts bearing Old Survey Nos. 320 and 321 and New Survey No. 3/3476 aggregating to 5,670.62 square meters ("Part D - First Freehold Land") for the consideration and on the terms and conditions as mentioned therein.

6. The description of Part A - First Freehold Land, Part B - First Freehold Land, Part C - First Freehold Land and Part D - First Freehold Land reflects the earlier survey numbers. The Property Register Card in respect of Cadastral Survey No. 1798 reflects the title deeds in respect thereof namely (i) Indenture of Conveyance dated 5th January, 1876, (ii) Indenture dated 27th March, 1896, (iii) Indenture of Conveyance dated 9th August, 1900 and (iv) Indenture of Conveyance dated 2nd August, 1911 and therefore it can be adduced that the earlier survey numbers now correspond to Cadastral Survey No. 1798. The Property Register Card in respect of Cadastral Survey No. 1798, *inter-alia*, reflects a 'Conveyance DT. 5-1-1896 from Dwarkadas Vassanji'. SRTL has declared that there is no title deed dated 5th January 1896 and the Property Register Card in respect of C.S. No.1798 has incorrectly recorded the Indenture of Conveyance dated 5th January 1876 as 5th January 1896. In the circumstances, the said Property Register Card needs to be rectified to reflect the correct date of the said Indenture of Conveyance dated 5th January, 1876.

6. By and under an Indenture of Conveyance dated 24th June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 3713 of 1936, the Municipal Corporation of the City of Bombay *inter alia* granted and conveyed unto KMCL, Plot A admeasuring 2,301.33 square yards equivalent to 1,924.21 square meters or thereabouts bearing New Survey No. 3479 (part) and Cadastral Survey No. 1798 (part) of Byculla Division ("Part E - First Freehold Land") together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein.

7. Part A - First Freehold Land, Part B - First Freehold Land, Part C - First Freehold Land, Part D - First Freehold Land and Part E - First Freehold Land aggregating to 24,987.1 square metres are hereinafter collectively referred to as "the First Freehold Land". As per the property register card for C.S. No.

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1798, the First Freehold Land admeasures 27,816 square yards equivalent to 23,258 square metres.

C.S. No.1798 (Leasehold Land)

8. By and under an Indenture of Lease dated 3rd October, 1928 executed between the Trustees for the Improvement of the City of Bombay (therein referred to as the Board) of the One Part and KMCL (therein referred to as the Lessee) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 5492 of 1928, the Trustees for the Improvement of the City of Bombay, *inter alia*, demised unto KMCL all those nine pieces of lands admeasuring in the aggregate 10,418 square yards equivalent to 8,710.77 square meters or thereabouts being (i) Plot A admeasuring 4,060 square yards equivalent to 3,394.68 square meters bearing New Survey No. 3476 (part) and 3477 (part) and Cadastral Survey No. 1798 (part) of Byculla Division together with buildings thereon, (ii) Plot B admeasuring 432 square yards equivalent to 361.21 square meters or thereabouts bearing New Survey No. 3476 (part) and Cadastral Survey No. 1798 (part) of Byculla Division together with buildings thereon, (iii) Plot E admeasuring 429 square yards equivalent to 358.70 square meters or thereabouts bearing New Survey No. 3476 (part) and Cadastral Survey No. 1798 (part) of Byculla Division, (iv) Plot F admeasuring 2,423 square yards equivalent to 2,025.94 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1798 (part) of Byculla Division together with buildings thereon, (v) Plot G admeasuring 2,291 square yards equivalent to 1,915.97 square meters or thereabouts bearing New Survey No. 3476 (part) and Cadastral Survey No. 1798 (part) of Byculla Division together with buildings thereon, (vi) Plot H admeasuring 354 square yards equivalent to 295.99 square meters or thereabouts bearing New Survey No. 3477 (part) and Cadastral Survey No. 1837 of Byculla Division together with a portion only of buildings thereon, (vii) Plot I admeasuring 394 square yards equivalent to 329.43 square meters or thereabouts bearing New Survey No. 3476 (part) and Cadastral Survey No. 1840 (part) of Byculla Division together with a portion only of buildings thereon, and (viii) Plot K admeasuring 35 square yards equivalent to 29.26 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1798 (part) of Byculla Division (collectively hereinafter referred to as "the First Leasehold Land") aggregating to 8,711.18 square metres together with buildings standing

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WADIA GHANDY & CO.

thereon of the East Agripada South Estate of the Board in the City and Island and Sub-registration District of Bombay for a period of 999 years commencing from 20th April, 1916 for the yearly rent of Rs.10,156/- (Rupees Ten Thousand One Hundred Fifty Six only) to be paid in the manner stated therein and on the terms and conditions specified therein. SRTL has declared that all the terms and conditions of the Deed of Lease dated 3rd October 1928 have been complied by SRTL and there are no disputes and/or notices issued by MCGM or any of its departments with regard to the non-compliance of the terms and conditions of the Deed of Lease dated 3rd October 1928.

9. Though the said Plot H and Plot I, as mentioned in paragraph 8 above, were forming part of Cadastral Survey Nos. 1837 and 1840 (part) respectively as per the aforesaid Indenture of Lease dated 3rd October, 1928, on a perusal of the Property Register Card in respect of C.S. No.1798, it appears that the same have now been included in C.S. No.1798.

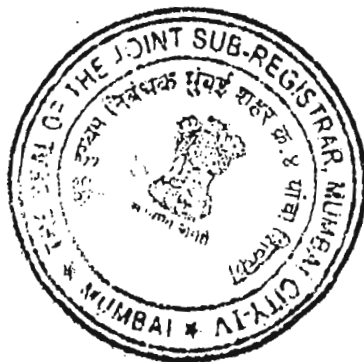
10. The First Freehold Land and the First Leasehold Land aggregating to 33,698.28 square metres are collectively hereinafter referred to as "the First Land".

C.S. No.16/1840 (Freehold Land)

11. By and under an Indenture of Conveyance dated 24th June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 3713 of 1936, the Municipal Corporation of the City of Bombay, *inter alia*, granted and conveyed unto KMCL, Plot H admeasuring 5,282 square yards equivalent to 4,416.42 square meters or thereabouts bearing New Survey No. 3481, 3486 (part) and 3487 (part) and Cadastral Survey No. 16/1840 of Byculla Division ("the Second Land") together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein.

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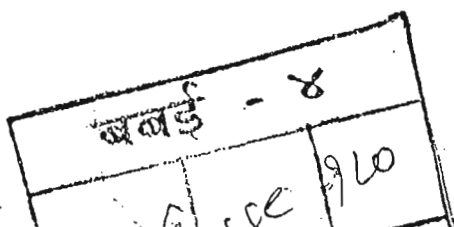
WADIA GHANDY & CO.

C.S. No.1841 (Freehold Land)

12. By and under an Indenture of Conveyance dated 24th June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub Registrar of Assurances under Serial No. 3713 of 1936, the Municipal Corporation of the City of Bombay *inter alia* granted and conveyed unto KMCL (a) Plot J admeasuring 2,908.67 square yards equivalent to 2,432.02 square meters or thereabouts bearing New Survey No. 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division and (b) Plot K admeasuring 8,920.55 square yards equivalent to 7,458.72 square meters or thereabouts bearing New Survey No. 3480 - 3546 (part) and 3479 (part) and Cadastral Survey No. 1841 (part) of Byculla Division aggregating to 9,890.73 square meters ("Third Freehold Land") together with all the buildings and structures standing thereon for the consideration as mentioned therein.

C.S. No.1841 (Leasehold Land)

13. By and under an Indenture of Lease dated 3rd October, 1928 executed between the Trustees for the Improvement of the City of Bombay (therein referred to as the Board) of the One Part and KMCL (therein referred to as the Lessee) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No. 5492 of 1928, the Trustees for the Improvement of the City of Bombay *inter alia* demised unto KMCL, Plot L admeasuring 3,954 square yards equivalent to 3,306.05 square meters or thereabouts bearing New Survey No. 3478 (part) and 3546 (part) and 3547 part and 3548 and Cadastral Survey No. 1840 (part) of Byculla Division ("Third Leasehold Land") together with buildings standing thereon of the East Agripada South Estate of the Board in the City and Island and Sub-registration District of Bombay for a period of 999 years commencing from 20th April, 1916 for the yearly rent of Rs.10,156/- (Rupees Ten Thousand One Hundred Fifty Six only) to be paid in the manner stated therein and on the terms and conditions specified therein. SRTL has declared that all the terms and conditions of the Deed of Lease dated 3rd October 1928 have been complied by SRTL and there are no disputes and/or notices issued by MCGM or any of its departments with regard to the non-



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पावती

Original/Duplicate

Tuesday, July 10, 2018

नोंदणी क्र. :39M

1:02 PM

Regn.:39M

पावती क्र.: 8139

दिनांक: 10/07/2018

गावाचे नाव: भायखळा

दस्तऐवजाचा अनुक्रमांक: बबई-4-7566-2018

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: शर्मिला रवींद्र अंगारा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3600.00

पृष्ठांची संख्या: 180

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DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

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सह दुय्यम निबंधक, मुंबई-4

बाजार मूल्य: रु.25068211.938 /-

मोबदला रु.37236200/-

भरलेले मुद्रांक शुल्क : रु. 1861900/-

सह. दु. निबंधक वर्ग - २
मुंबई राज्य प्र. ४

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1) देयकाचा प्रकार: DHC रक्कम: रु.18000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 090720188207 दिनांक: 10/07/2018

बँकेचे नाव व पता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002307946201819R दिनांक: 10/07/2018

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

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