

509/9891

पावती

Original/Duplicate

Monday, October 29, 2018

नोंदणी क्र.: 39म

5:06 PM

Regn.: 39M

पावती क्र.: 10617 दिनांक: 29/10/2018

गावाचे नाव: लोअर परेल

दस्तावेजाचा अनुक्रमांक: बबई-5-9891-2018

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: अनुष्ण इस्टेट्स प्रायव्हेट लिमिटेड तर्फे ऑथोराईज सिग्रेटरी आशीष चांदोरकर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2200.00

पृष्ठांची संख्या: 110

तसध

एकूण:

रु. 32200.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदज

4:22 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-5

सह. दुय्यम निबंधक

मुंबई शहर क्र. ५

बाजार मूल्य: रु. 26674038.6 /-

मोबदला रु. 69606000/-

भरलेले मुद्रांक शुल्क : रु. 3482000/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004976914201819S दिनांक: 29/10/2018

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु. 2200/-

DELIVERED



29/10/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 5

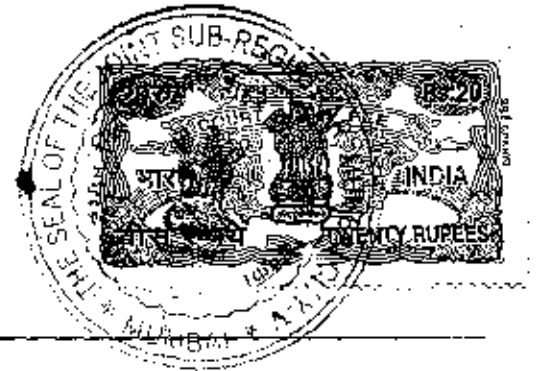
दस्त क्रमांक : 9891/2018

नोंदणी :

Regn.63m

गावाचे नाव : लोअर परेल

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	69606000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नगुद करवे)	26674038.6
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: फ्लॅट नं. ए 1403, माळा नं: 14 वी लेवल, इमारतीचे नाव: इंडियाबुल्स ब्लू, ब्लॉक नं: गणपतराव कदम मार्ग, भारत मील, रोड नं: लोअर परेल, मुंबई - 400013, इतर माहिती: सोबत 2 कवर्ड कारपार्किंग स्पेस. ((C.T.S. Number : 131, 132 and 1/132 ;))
(5) क्षेत्रफळ	1) 809.02 चौ. फूट
(6) आकारणी किंवा जुडी देण्यात आसेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- इंडियाबुल्स इन्फ्रास्ट्रक्चर लिमिटेड तर्फे ऑथोराईज सिग्रेटरी सुशिल जे पटनी वय:-48; पत्ता:- ए 62/63, 1 ला मजला, कॅनॉट प्लेस, न्यू दिल्ली, कनाट प्लेस, DELHI, CENTRAL DELHI, Non-Government. पिन कोड:- 110001 पॅन नं -AABCI6196D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- अनुष्ण इस्टेट्स प्रायव्हेट लिमिटेड तर्फे ऑथोराईज सिग्रेटरी आशीष कोंदोरकर वय:-44; पत्ता:- फ्लॅट नं: -, माळा नं: -, इमारतीचे नाव: 306, लुसा टॉवर ब्लॉक नं: आझादपुर कमर्शियल कॉम्प्लेक्स, रोड नं: दिल्ली, दिल्ली, उत्तर पश्चिम दिल्ली. पिन कोड:- 110033 पॅन नं:- AAHCA3276A
(9) दस्तऐवज करून दिल्याचा दिनांक	29/10/2018
(10) दस्त नोंदणी केल्याचा दिनांक	29/10/2018
(11) अनुक्रमांक, खंड व पृष्ठ	9891/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	3482000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला
तपशील:-

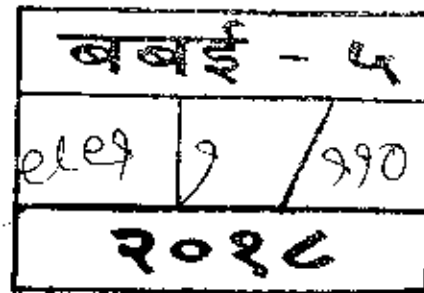
मुद्रांक शुल्क आकारताना निवडलेला
अनुच्छेद :-

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

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	201810293402			29 October 2018, 03:15:38 PM	
मूल्यांकनाचे वर्ष	2018				
जिल्हा	मुंबई(पेन)				
मूल्य विभाग	12-लॉकर पोल क्रिहीन				
उप मूल्य विभाग	12/9। Eधुभाग : उत्तरेत गणपतरान काट्य घाटी, दक्षिण पूर्वेत पश्चिम रेल्वे लाईन, पश्चिमेत डॉ. ड. मोनेस रोड बांधायेत विस्थापयुक्ती भुभाग				
सर्व्हे नं. / न. भू. मालांक	सि.टी.एस. नं.४६।3।				
अधिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
सुती जमीन	निवासी सदनिक	कार्यालय	दुकाने	औद्योगिक	मोबिलिटीचे क्षेत्र
127900	279400	307300	344600	279400	चौरा मीटर
बांधीव क्षेत्राची माहिती					
मिळकतीचे क्षेत्र	79.82 चौ.मी. मीटर	मिळकतीचा बांधा-	निवासी सदनिक	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	I-आर सी सी	मिळकतीचे वय-	OTO 2न	मूल्यद/निवासायला दर -	Rs.279400/-
उपभाजन सुविधा-	आहे	पत्रका -	11th floor To 20th floor		
सबला निहाय घट/वाढ = 110% apply to rate= Rs.307340/-					
पत्रा-नामसुधार मिळकतीचा प्रति वी. मीटर मूल्यदर = ((कार्यिक मूल्यदर - सुधार जमिनीचा दर) * पत्रा-पात्रास नक्कल दर) + सुधार जमिनीचा दर) = (((307340-127900) * (100 / 100)) + 127900) = Rs.307340/-					
A) मुख्य मिळकतीचे मूल्य	= कराल उभाये मूल्य दर * मिळकतीचे क्षेत्र = 307340 * 79.82 = Rs.24531878.8/-				
E) नद्विस्त वाहतूक तळाचे क्षेत्र	27.88 चौ.मी. मीटर				
नद्विस्त वाहतूक तळाचे मूल्य	= 27.88 * (307340 * 25/100) = Rs.2142159.8/-				
एवांशित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + सहाय्याचे मूल्य + वेगवेगळे घटक क्षेत्र मूल्य + सहाय्या/पत्रांचे मूल्य + नद्विस्त वाहतूक तळाचे मूल्य + नद्विस्त वाहतूक तळाचे मूल्य + सुधार जमिनीचा दर घटल उभाये मूल्य + सहाय्या/पत्रांचे मूल्य = A + B + C + D + E - F - G + H = 24531878.8 + 0 - 0 + 0 + 2142159.8 + 0 + 0 + 0 = Rs.26674038.6/-				

Home

Print



महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910633/Prabhadevi
Pmt Txn id : 178033685
Pmt DTime : 10-AUG-2018@19:27:30
ChallnIdNo: 69103332018081051628
District : 7101-MUMBAI

16178184565543

Stationery No: 16178184565543
Print DTime : 13-AUG-2018 09:43:37
GRAS GRN : MH0049769142018195
Office Name : 1GR182-BOM1 MUMBAI CITY
GRN Date : 10-Aug-2018@19:27:30



StDuty Schms: 0030045501-75/STAMP DUTY
StDuty Amt : R 34,82,000/- (Rs Three Four, Eight Two, Zero Zero Zero only)

RgnFee Schms: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25-Agreement to sell/Transfer/Assignment
Prop Nvblty: Immovable Consideration: R 6,96,06,000/-
Prop Descr : FLAT NO A 1403, 14TH LEVEL, INDIABULLS BLU, GANPATRAO KADAM, MARG, BHARA
T MILL, MUMBAI, Maharashtra, 400013
Duty Payer: PAN-AAHCA3276A, ANUSHNA ESTATES PRIVATE LIMITED

Other Party: PAN-AABCT6196D, INDIABULLS INFRAESTATE LIMITED

Bank Official1 Name & Signature



Bank official2 Name & Signature

--- -4 Space for customer/office use - - - Please write below this line ---



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Chandana

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२०१८	

Data of ESBTR for GRN MH004976914201819S

Bank - IDBI BANK

Bank/Branch : IBKL - 6910635/Prabhadevi
Pmt Txn id : 178033885 Stationary No : 16178184585543
Pmt DTime : 10/08/2018 19:27:30 Print DTime : 13/08/2018 09:43:37
ChallanIdNo : 69103332018081051628 GRAS GRN : MH004976914201819S
District : 7101 / MUMBAI GRN Date : 10/08/2018 19:27:30
Office Name : IGR182 / BOM1_MUMBAI CITY 1 SUB REGISTRAR

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
StDuty Amt : Rs 34,82,000.00/- (Rs Thirty Four Lakh Eighty Two Thousand 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 : 825
Prop Mvblty : Immovable Consideration : 6,96,06,000.00/-
Prop Descr : FLAT NO A 140314TH LEVELINDIABULLS BLUGANPATRAO KADAM , MARGBHARAT MILLMUMBAI
Maharashtra
400013
Duty Payer : PAN-AAHCA3276A ANUSHNA ESTATES PRIVATE LIMITED
Other Party : PAN-AABCI6196D INDIABULLS INFRAESTATE LIMITED

Bank Scroll No : 100
Bank Scroll Date : 13/08/2018
RBI Credit Date : 13/08/2018
Mobile Number : 919891772796

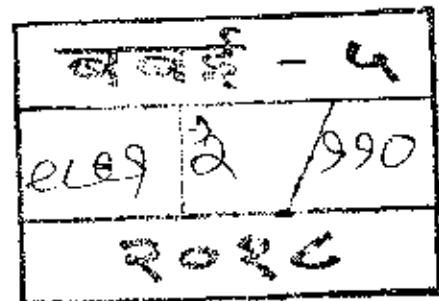


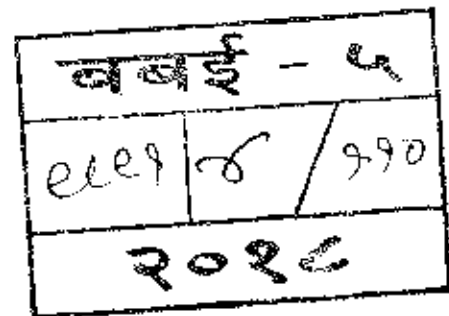
Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-509-9891	0004237962201819	29/10/2018-16:16:48	IGR550	30000.00
2	(IS)-509-9891	0004237962201819	29/10/2018-16:16:48	IGR550	3482000.00
Total Defacement Amount					35,12,000.00



Handwritten signature
Pattin





AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai this 29th day of October, 2018 AMONGST:

INDIABULLS INFRAESTATE LIMITED, a company incorporated and registered under the Companies Act 1956 having its registered office at M-62&63, 1st Floor, Connaught Place, New Delhi- 110001 hereinafter referred as "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the First Part;

PROMOTER

PURCHASER/S

AND

ANUSHNA ESTATES PRIVATE LIMITED having address at **306, LUSA TOWER, AZADPUR COMMERCIAL COMPLEX, DELHI - 110033 INDIA**

hereinafter referred to as the "**Purchaser/Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual/s his/her/their heirs, executors administrators and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last surviving Partner and permitted assigns / in case of a body corporate / company, its successors and permitted assigns / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / 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 permitted assigns) of the **Second Part**;

WHEREAS:

A) The Promoter is owner, seized and possessed of and well and sufficiently entitled to all that piece and parcel of land bearing Cadastral Survey Number 131 admeasuring 4898.49 square meters and Cadastral Survey Number 132 admeasuring 29040.34 square meters both together aggregating to 33938.83 square meters or thereabouts of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013 and undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4926.14 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 in aggregate admeasuring 38864.97 square meters or thereabouts (hereinafter referred to as "**the said Property/Land**") and more particularly described in the **First Schedule** hereunder written.


PROMOTER


PURCHASER/S

B) A certificate of title issued by Dhaval Vussonji & Associates, Advocate & Solicitors in respect of the said Property together with the copy of the Property Register Cards in respect of the said Property is hereto annexed and marked as **Annexures "A"**;


C) The Promoter is in possession of the said Property and propose to construct buildings on the said Property in a phase wise manner as per the plans approved or to be approved by the concerned authority with such amendments & alterations as may be permitted by the authorities concerned;

D) The Promoter intend that the whole of the development to be undertaken by them in relation to the said Property as also adjoining properties, if any, be known as **"INDIABULLS BLU"** ("the said Project");

E) The Promoter by themselves or through or with their nominees or associate or group sister concern/s are entitled to, have acquired and/or propose to acquire and/or develop nearby lands/properties which are contiguous, adjacent and/or adjoining the said Property and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said Property and/or sub divide the same and/or include the same in the scheme of development of the said Project **"INDIABULLS BLU"** in the manner as they may deem fit;

F) In view of the aforesaid, reference to the said Property and the INDIABULLS BLU Project or the said Project in this Agreement, shall be deemed to mean and include the development of the nearby contiguous, adjacent and adjoining lands and properties acquired / may be acquired in future and construction thereon wherever the context so permits or requires as part of the said Project;

The Promoter is already in the process of receiving TDR and submitting the common layout development plan of the said Property along with the adjoining plots bearing Survey No. 128, 129, 130 and 133 so as to provide FSI benefit and better access to the said Project from E Moses Road. The proposed common layout plan for development is hereto annexed as **Annexure "A-1"**.


PROMOTER


PURCHASER/S

The Purchaser(s) has been explained the effect of TDR and proposed Common Layout Plan on the Project and Layout and the Purchaser(s) has given his free and informed consent for the changes as may be necessary in the Buildings and Layout Plan pursuant to TDR and/or Common Layout Plan.

H) The Promoter has appointed Spaceage Consultants, the Licensed Surveyor who is duly registered with the Municipal Corporation for Greater Mumbai ("MCGM") in connection with the construction of the building on the said Property (hereinafter referred as the "Architect/Licensed Surveyor");

I) The Promoter has also appointed Thornton Tomasetti Inc., as Structural Engineers for providing the structural designs and drawings of the said Building (as defined hereinafter);

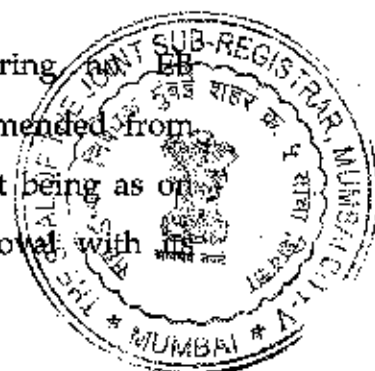
J) The Purchaser has accepted the professional supervision of the Licensed Surveyor and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Property and for the purpose of construction and completion of the said Building;

K) The Promoter had submitted plans to the MCGM, for the development of the said Property and have received the following approvals:

(i) Intimation of Disapproval ("IOD") bearing no. EB/5918/GS/A dated 25th July, 2011 which was amended from time to time by MCGM and the latest amendment being as on 10.07.2013. A copy of the Intimation of Disapproval with its amendments is hereto annexed as Annexure "B" ;

(ii) Commencement Certificate ("CC") bearing no. EEBPC/5918/GS/A dated 20/3/2012 which was amended from time to time by MCGM and the latest amendment being as on 1st February 2018. A copy of the latest amended CC is hereto annexed as Annexure-"C" ;

(iii) Plan of the Layout as approved by the MCGM, a copy of which is hereto annexed as Annexure-"C-1"



बवई - ५	
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L) Accordingly, the Promoter has, inter-alia, commenced construction of a building being a high rise building having four wings namely "A", "B", "C" and one Wing "D" which is now proposed to be used for residential purposes ("the said Building"); The Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

M) This Agreement relates only to **Wing A** of the said Building which as per the current approved plan comprises of **49 levels (2B+G+46)** (hereinafter called "**the said Wing**"). The habitable floors of the said Wing may be registered and developed, independent of the common areas and facilities of the Wing and/or Building and limited common areas and facilities that may be provided in the Project, in separate phase with separate timeline.

N) The said Wing is being constructed on a part/portion of the Property as shown on the plan hereto annexed and marked as **Annexure "D"** ("Plan "A") as surrounded by red coloured boundary lines;

O) The Purchaser(s) hereby acknowledge(s) and agree(s) that the said Wing is part of layout development and as such the Promoter would be conveying only the built-up area of the said Wing or Wings (except the basement and podium) to the organization/association formed of the individual Wing or Wings (being either a co-operative society/condominium/limited company or combination of them), which shall not be later than 18 (Eighteen) months from the date of receipt of Occupation Certificate and handing over of all the Flats in the Wing(s) to respective purchasers of the Flats/Apartments in the Wing(s). The Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car Parking/other Spaces) in the buildings and in the Project are sold/ allotted and after full development of the said entire Project comprising of various buildings is completed by utilising the full F.S.I. of the said entire land and other surrounding plots/lands that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by

PROMOTER

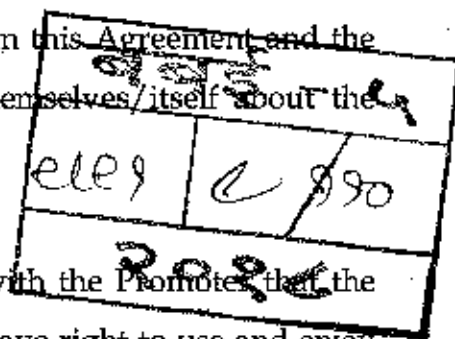
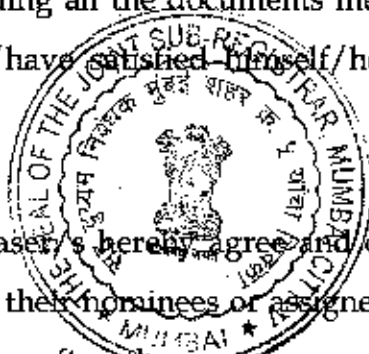
PURCHASER/S

the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 months from the date when the Apex Body of the Organisations is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/ Promoters as may be permitted by the authorities (excluding the Buildings/Wings Conveyance) by obtaining or executing the necessary conveyance of the said Project land.

P) The Promoter has sole and exclusive right to sell the Apartments in the said Wing and buildings to be constructed by the Promoter on the said Property and to enter into Agreement/s with the allottee(s) of the Apartments to receive the sale consideration in respect thereof;

Q) The Purchaser/s has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Property, the I.O.D., C.C., the sanctioned plans and the proposed common layout development plan with adjoining lands/plots, designs and specifications of the said Flat/Apartment prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder including all the documents mentioned in this Agreement and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same;

R) The Purchaser/s hereby agree and confirm with the Promoter that the Promoter and/or their nominees or assignees shall have right to use and enjoy at all times (even after the conveyance of the said Wings, Buildings or



Property) all the facilities that may be finally provided by the Promoter including common pathways, recreation facility, storm water drains, sewage treatment plant, limited common area facilities, sewerage lines, electricity - cables, electrical meters and "panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants common toilets, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as "the said infrastructure/common facilities");

S) The Promoter is required to deposit the consideration of the said Apartment into the designated account opened by the Promoter with the bank/financial institutions and the Promoter confirms that he will adhere to the terms, rules and regulations and will deposit the collection of the consideration amount into the designated account.

T) The Purchaser is desirous of purchasing a residential flat bearing No. A-1403 admeasuring 72.57 square meters of Carpet Area i.e. 781.15 square feet of carpet area or thereabouts inclusive of the area of the balconies, if any, on the 14th Level of the A Wing of the said Building which includes the benefit of 2(Two)Covered no. of car parks ("the said Flat/Apartment") on the terms and conditions and the consideration specified hereinafter. As per the said Act, the carpet area of the said Apartment will be 75.16 square meters (equivalent to 809.02 square feet). Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use --- square meters (equivalent to --- square feet) of area within the Apartment which includes balcony, internal staircase, internal lift and terrace if any.

U) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s), having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status,

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approvals, sanctions and the plans in respect of the said Wing and the said Building, is/are desirous of purchasing from the Promoter the said Flat/Apartment on the terms and conditions and the consideration specified hereinafter;

V) Prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs. 68,90,994/- (Rupees Sixty Eight Lakh(s) Ninety Thousand Nine Hundred Ninety Four Only) and at the time of execution the purchaser/s has paid to the promoter a sum of Rs. 6,25,89,924/- (Rupees Six Crore Twenty Five Lakh(s) Eighty Nine Thousand Two Hundred Twenty Four Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;


W) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. P51900000469 hereto annexed as Annexure "T".

X) Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

Y) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment with 2(Two) Covered no. of parking spaces.

Z) The Purchaser/s understands and acknowledges that the Promoter has availed a loan facility from banks/financial institutions/Mutual Funds ("the Lenders/Investor") and they have created a mortgage on the said Property and the said Building including the said Flat, in favour of IDBI Trusteeship Services


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Limited in their capacity as security/Debenture trustee on behalf of the banks/financial institutions/Mutual Funds;

AA) By a letter dated 5th September 2018 issued by the Security/Debenture Trustee and "The Lenders/Investors have permitted the Promoter to enter into this Agreement on the terms and conditions therein contained, a copy of the aforesaid NOC dated 5th September 2018 is hereto annexed and marked as Annexure "J".

BB) The Promoter is required to deposit all the consideration received and/or receivable in respect of the said Flat in compliance of the provision of RERA and terms of Lender/Investors and the Promoter confirms that it will adhere to this provision of RERA and term of the Lender/Investors.

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

1. In this Agreement, unless another intention is stated;

(i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement.

(ii) the singular includes the plural and vice versa;

(iii) Reference to a particular gender does not exclude the other gender;

The Promoter shall construct the said Wing and/or Building(s) on the said Property in accordance with the approved plans, specifications, designs and elevations as approved/alterd/amended by MCGM/concerned local authority from time to time. Prior to the execution of these presents, the Promoter has given the Purchaser/s an express notice of the rights reserved and retained by the Promoter for themselves as well as for their nominees and assigns. The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations including but not limited to increase in number of Levels in particular wing/Building as the Promoter may consider necessary or expedient for implementation of IDS or for the purpose of usage of

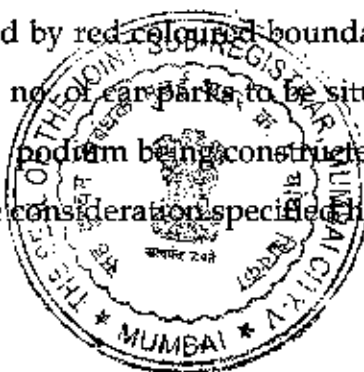
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TDR or any other Scheme or Project formulated/floated at present or in future by Central / Stage Government or MCGM or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the buildings to be constructed thereon or any of them provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Flat/ Apartment agreed to be purchased by the Purchaser/s will not be affected or reduced. The Purchaser/s hereby accord their specific consent to the Promoter for carrying out the said amendments, alteration, modifications and/or variations and/or to increase the number of Levels in particular wing and agree to execute such papers and documents as may be requested for by the Promoter in this behalf. The Purchaser/s hereby accord their further specific consent to the Promoter for constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the Collector or the MCGM or other authorities concerned on the said Property. The Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Flat/ Apartment agreed to be purchased by the Purchaser/s is not reduced.

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3. The Purchaser/s hereby agree to purchase from the Promoter and the Promoter hereby agrees, subject to the terms and conditions herein, to sell to the Purchaser/s, a Residential Apartment bearing No. A-1403 admeasuring 72.57 square meters of carpet area (in bare-shell condition prior to application of any finishes /finishing material) equivalent to 781.15 square feet of carpet area or thereabouts (which is inclusive of the area of Balconies)(hereinafter referred to as "**the said Flat/ the said Premises**") on the 14th Level of Wing A as indicated on the said Floor Plan hereto annexed and marked Annexure "E" and thereon shown surrounded by red coloured boundary lines which includes the benefit of 2(Two) Covered no. of car parks to be situated at ----- Basement and/or stilt and/or ----- podium being constructed in the layout on the terms and conditions and for the consideration specified hereinafter.




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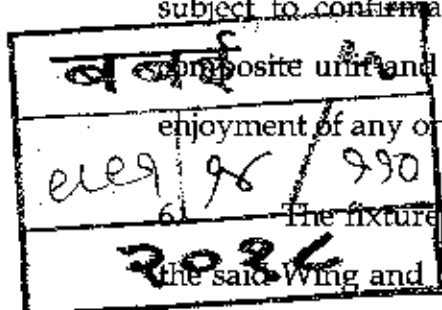
As per said Act the carpet area of the said Apartment admeasures 75.16 square meters (equivalent to 809.02 square feet). Apart from Carpet Area as per the Act, the Purchaser will have exclusive right to use --- square meters (equivalent to --- square feet) of area within the Apartment which includes balcony, internal staircase, internal lift and terrace if any.

4. The carpet area of the said Flat shall be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The Purchaser/s agrees that the carpet area of the said Flat shall be subject to the variation being an increase and/or decrease of 2% (two per cent) on account of structural design and construction variations and in such event, the Purchaser/s shall not object to the same.

5. The Purchaser/s agree that the car parking spaces that may be allocated to it/them by the Promoter may be developed under independent Phase and used by it/them in accordance with the terms and conditions imposed by the said Organisation and/or the Apex/Federal Organisation from time to time. The location of the car parking space will be finalised at the time of handing over possession of the said Flat to the Purchaser. The Purchaser acknowledges that the said Flat and the car parking spaces referred above, subject to confirmation of allotment, shall be held by the Purchaser as one

composite unit and the Purchaser shall not be entitled to transfer the use and enjoyment of any one without the other.

The fixtures, fittings and amenities to be provided by the Promoter in the said Wing and the said Flat hereby agreed to be sold are those that are set out in Annexure "F" annexed hereto. The Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, Promoter shall be entitled to change the fixtures, fittings and amenities to be provided in the said Flat. In such circumstances Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/on time the possession of the said Flat/ said Premises to the Purchaser/s as agreed under this Agreement. The



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fixtures, fittings and amenities are being provided by the Promoter in the said Flat free of cost and the Purchaser/s agrees not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter .

7. In consideration of Promoter agreeing to sell the said Flat along with the benefit of Car Park as abovementioned to the Purchaser/s, the Purchaser/s agrees to pay to the Promoter a sum of **Rs. 6,96,06,000/- (Rupees Six Crore Ninety Six Lakh(s) Six Thousand Only)** (hereinafter referred to as the 'Purchase Price'), which is inclusive of the proportionate price of the common area and facilities appurtenant to the said Flat within the said Wing, the nature, extent and description of the Common/Limited common areas and facilities are more particularly described in the **Second Schedule** hereunder written..

The Purchaser(s) has paid on or before execution of this agreement a sum of **Rs. 68,90,994/- (Rupees Sixty Eight Lakh(s) Ninety Thousand Nine Hundred Ninety Four Only)** as advance payment or application fee and hereby agrees to pay the balance consideration amount in the manner provided in **Annexure "G"** hereof, time being the essence of contract.

8. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) ~~up to the date of handing~~ over the possession of the Apartment.

9. The Total Price is escalation-free, save and ~~except escalation/increases,~~ due to increase on account of development charges payable to the competent authority and/or any other increase in charges, cess or taxes 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 Purchaser(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 published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser(s).


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10. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Wing is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Promoter shall refund the excess money paid by Purchaser(s) within forty-five days with annual interest at the State Bank of India highest marginal cost of Lending Rate +2%, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Promoter shall demand additional amount from the Purchaser(s) as per the next milestone of the Payment Plan.

11. The Purchaser/s agrees and confirms to pay the instalments of Purchase Price as set out in Annexure "G" and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement including the amounts payable in terms of clause 22 below, by way of Account Payee cheque / demand draft / pay order payable to the Promoter at Mumbai. All such Account Payee cheques / demand drafts / pay orders shall be drawn in favour of "Indiabulls Infraestate Limited" or such other name as may be intimated in writing by Promoter to the Purchaser/s. The Purchaser/s undertakes that all cheques given by the Purchaser/s representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation. Promoter hereby

confirms that the entire Purchase Price to be received for the said Flat will be deposited in compliance of the provision of RERA and terms of

Lender/Investors

12. The Purchaser/s undertake to pay all instalments of the Purchase Price and all other amounts which become due or payable by the Purchaser under the provisions of this Agreement, without any delay or default, within a period of 15 (fifteen) days of a demand letter in respect of such payments being sent to the Purchaser at the address set out in this Agreement. It is specifically agreed by the Purchaser/s that this Agreement shall not create any right, interest

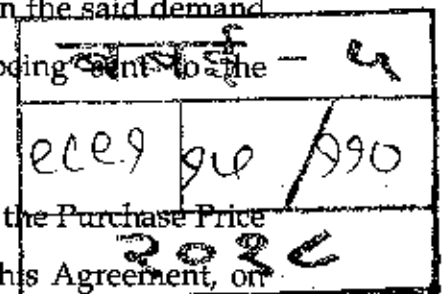

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and/or claim of the Purchaser/s on the said Flat/ said Premises agreed to be sold until and unless the entire Purchase Price and all amounts due and payable by the Purchaser/s under this Agreement is duly paid by the Purchaser/s to the Promoter herein and the Purchaser/s has not committed any breach of any the terms of this Agreement.

13. The Purchaser/s further agree and undertake to accept and not dispute the certificate of the stage of completion of the said Wing as set out in the demand letter issued by Promoter or by any other person for and on behalf of Promoter, for raising a demand of the corresponding instalment of the Purchase Price and further undertake to pay the amounts mentioned in the said demand letter within 15 (fifteen) days of said demand letter being sent to the Purchaser/s.

14. Any default in payment of any of the instalments of the Purchase Price or of any of the amounts payable by the Purchaser under this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser/s of the terms of this Agreement. In the event of the Purchaser/s committing any delay and/or default in making payment of any of the instalments of the Purchase Price and/or of any other amount due or payable by the Purchaser/s to Promoter under this Agreement (including the Purchaser's proportionate share of additional Infrastructure cost/charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) on their respective due dates or of any of the terms and conditions herein contained, Promoter shall serve upon the Purchaser/s 15 (fifteen) days' notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser/s and calling upon the Purchaser/s to rectify the breach or breaches as specified in such notice. If the Purchaser fail to rectify such default or breaches within the said period of 15 (fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that it may have against the Purchaser/s in that behalf, be entitled to terminate this Agreement forthwith without any further reference to the Purchaser/s. Upon such termination, the Purchaser/s shall cease to have any right or interest in the said Flat/ Apartment or any part thereof. This right of the Promoter shall be without prejudice to its



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other rights under this Agreement, said Act, or applicable law.

15. Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Flat/ Apartment to such person and at such price as the Promoter may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoter shall refund to the Purchaser/s only the amount paid by the Purchaser/s (and not anything more than that) within a period of sixty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

(a) 15% of the Purchase Price (which is to stand forfeited to the IB Infraestate upon termination of this Agreement);

(b) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;

(c) processing fee and brokerage paid, if any etc. in respect of the said Flat;

(d) the amount of interest payable by the Purchaser/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

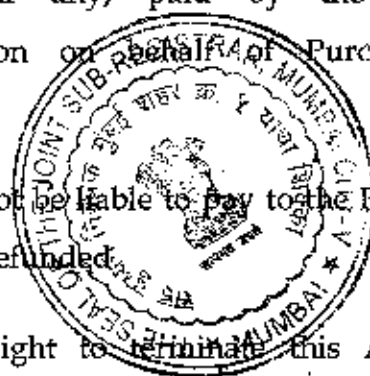
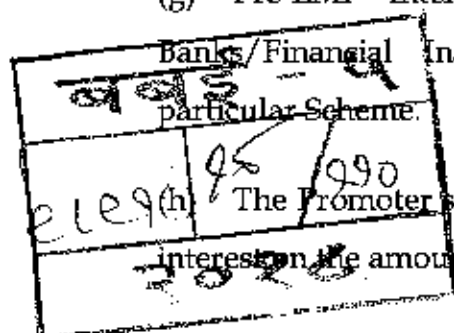
(e) in the event of the resale price of the said Flat to a prospective purchaser being less than the Purchase Price mentioned herein, the amount of such difference; and

(f) the costs incurred by the Promoter in finding a new buyer for the said Flat.

(g) Pre-EMI Interest, if any, paid by the Promoter to Banks/Financial Institution on behalf of Purchaser/s under particular Scheme.

(h) The Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.

16. Without prejudice to its right to terminate this Agreement, the




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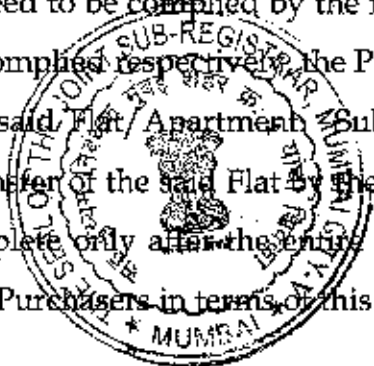
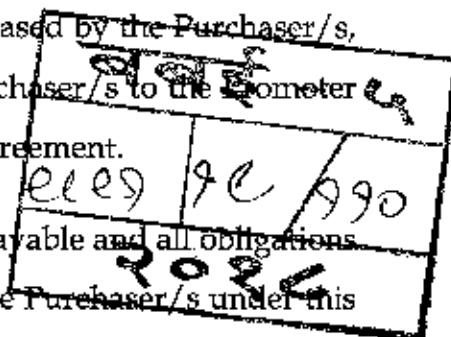
Promoter may in its sole discretion accept from the Purchaser/s payment of the delayed installment/s of the Purchase Price or any other amounts payable by the Purchaser/s to the Promoter in terms of this Agreement on the Purchaser/s paying to the Promoter interest at the State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such installment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.

17. Any payment/s made by the Purchaser/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

18. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser/s to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser/s.

19. Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Flat/ Apartment agreed to be purchased by the Purchaser/s, in respect of any amount due and payable by the Purchaser/s to the Promoter or otherwise under the terms and conditions of this Agreement.

20. Until all amounts including interest, if any, payable and all obligations and terms and conditions agreed to be complied by the Purchaser/s under this Agreement is fully paid and complied respectively, the Purchaser/s shall not be entitled to possession of the said Flat/ Apartment. Subject to the conditions herein contained, sale and transfer of the said Flat by the Promoter in favour of the Purchaser/s shall be complete only after the entire Purchase Price and all other amounts payable by the Purchaser/s in terms of this Agreement are paid in




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full by the Purchaser/s to the Promoter and possession of the said Flat/Apartment is offered by the Promoter to the Purchaser/s on the Purchaser delivering to the Promoter duly filled in , signed and executed all necessary papers for possession as are to be given to various authorities or as are required by the Promoter .

21. The Purchaser/s shall assume possession of the said Flat/Apartment within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documentation. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Flat is ready for occupation, use and possession, the said Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat.

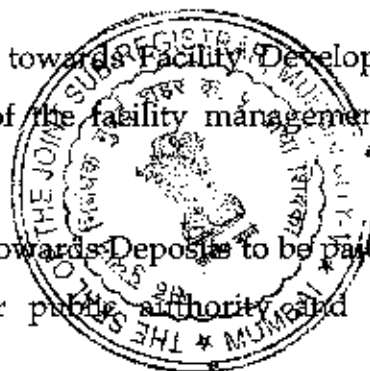
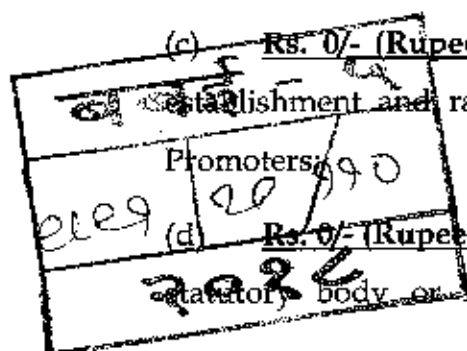
22. The Purchaser/s shall on demand made by the Promoter and on or before the handing over of the possession of the said Flat, pay to the Promoter the following amounts in addition to the Purchase Price agreed to be paid by the Purchaser:-

(a) Rs. 0/- (Rupees Nil) towards legal cost, charges and expenses, including professional cost of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the Organisation, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and cost of preparing & engrossing this Agreement

(b) Rs. 0/- (Rupees Nil) towards installation or connection of water, electric and sewer services.

(c) Rs. 0/- (Rupees Nil) towards Facility Development charges for establishment and raising of the facility management services by the

(d) Rs. 0/- (Rupees Nil) towards Deposits to be paid to the concerned statutory body or local or public authority and electricity supply




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company, for water, electricity, gas, telephone connection or any other service connection in the building, as and when applicable; .

(e) Rs. 0/- (Rupees Nil) towards the said infrastructure Charges of the said Apartment.

(f) Rs. 0/- (Rupees Nil) for formation and registration of the said Organisation/Organizations;

(g) Rs. 0/- (Rupees Nil) for share money, application and entrance fee of the said Organisation / organisations or such other larger sum as may be required at the time.

(h) Rs. 0/- (Rupees Nil) towards Club House Membership Fees. (non-refundable).

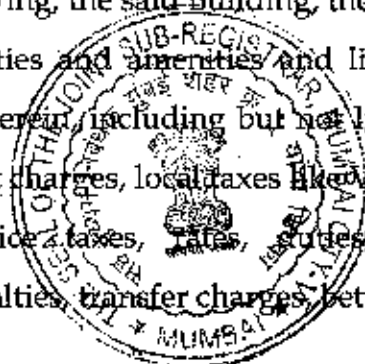
(i) Monthly maintenance to be charged as per Actuals.

(j) Rs. 0/- (Rupees Nil) towards Servants Midlanding Charges.

23. In respect of the said infrastructure/common facilities, the Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence on expiry of 30 days from the date of offering possession of the said Apartment i.e. at the end of 30 days monthly maintenance as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis.

24. From the date the of receipt of the Occupation Certificate in respect of the said Flat by the Promoter and the Promoter offering possession of the said Flat to the Purchaser/s, irrespective of the fact as to whether the Purchaser/s took actual/physical possession of the said Flat or not, be liable to bear and pay the outgoing or as the case may be proportionate share of outgoings in respect of the said Flat, the said Wing, the said Building, the said Property, and the said common areas and facilities and amenities and limited common areas and facilities and amenities therein, including but not limited to annual lease rent, ground rent, development charges, local taxes like Value added tax (VAT), LBT, Octroi etc, levies, service taxes, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other

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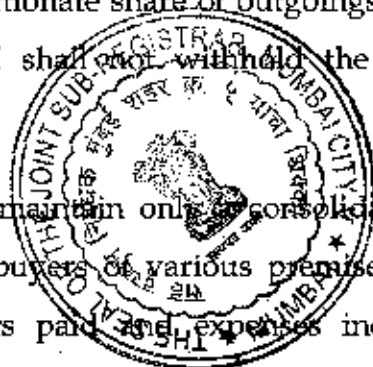
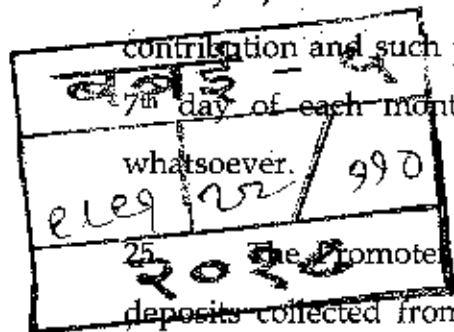


levies by the Corporation / concerned local authorities/ tax authorities and/or the Government (prospective and /or retrospective charges), and also all outgoings with respect to water charges (including that for supply by water tankers and/or by boring), insurance, common electricity bills, sinking fund, repairs, common staircase, lifts, sanitation, firefighting equipments, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Building/said Wing as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser/s. Until the said Organisation is formed and the management of the said Wing is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The decision of the Promoter and/or its nominated agency, as applicable, with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s. The Purchaser/s further agrees that until the outgoings required to be paid as stated hereinabove by the Purchaser/s is determined, the Purchaser/s shall pay to the Promoter such provisional monthly contribution of per month or such other sum of money as may be fixed by the Promoter from time to time taking in to consideration the facts and circumstances of the case at the relevant point of time. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest. Subject to the provisions of said Act on such conveyance of the said Wing/Building/Property respectively being executed, the balance amounts, if any, in respect of the said common areas and facilities and amenities and the said infrastructure/common facilities shall be paid over by the Promoter to the said Organisation (*defined hereinafter*) of the said Wing and the Apex/ Federal Organisation/s (*defined hereinafter*). The Purchaser/s undertakes to pay such provisional monthly

contribution and such proportionate share of outgoings regularly on or before 7th day of each month and shall not withhold the same for any reason

whatsoever.

The Promoter shall maintain only a consolidated account of all the deposits collected from the buyers of various premises in the said Wing or Building and of all deposits paid and expenses incurred therefrom. The



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Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises notwithstanding any excess/ deficit collection from any particular buyer of the Flat in respect of his/her Flat. In the event, any shortfall arises then the Purchaser/s and/or the said Organisation and/or the Apex/ Federal Organisation/s, as applicable, shall be individually and collectively liable to pay to the Promoter such amount as may be determined by the Promoter at their sole discretion. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser(s) shall pay to the Promoter, the Purchaser(s)'s share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer in respect of structure of the said Building/ wing of the Building. At the time of registration of conveyance of the project land, the Purchaser(s) shall pay to the Promoter, the Purchaser(s)'s share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land and land to be executed in favour of the Apex Body or Federation.

26. The Purchaser/s also agree that if due to any notifications, ordinances, enactments, judicial pronouncements or amendments in the existing laws, or due to any conditions in permissions /approvals/sanctions by statutory and/or other authorities for development of the said project, any additional infrastructure costs, taxes, levies, service tax, sales tax, vat, LBT, Octroi etc, or any other amounts/cost pertaining or relating to the construction of the said project or sale of the said Flat are levied and/or payable, and /or payable and /or incurred/to be incurred by their Promoter, prospectively or retrospectively, the same shall be paid by the Purchaser/s on demand made by the Promoter within 7 (seven) days of such demand being made, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the payment thereof. The purchasers will also be liable to pay applicable Property Tax of their Apartment as soon as notified by the Promoter.

27. If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Flat and/or their proportionate share of outgoings in respect of the common facilities and amenities/limited common areas and facilities and/or the said infrastructure/ common facilities for any reason whatsoever, then without prejudice to their right to collect interest @ State Bank of India


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highest marginal cost of Lending Rate +2% per annum for the delayed payment and to their other rights and remedies including right to terminate the Agreement, the Promoter shall be entitled to stop and restrict the Purchaser/s from using the Club-House and other recreational facilities. The Promoter shall have first lien and charge on the said Flat agreed to be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser under this Agreement.

28. The Purchaser shall not be liable to bear the outgoings as aforesaid in any way in respect of the unsold Flats/premises. The Promoter shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc.

29. It is hereby expressly agreed by and between the parties hereto that -

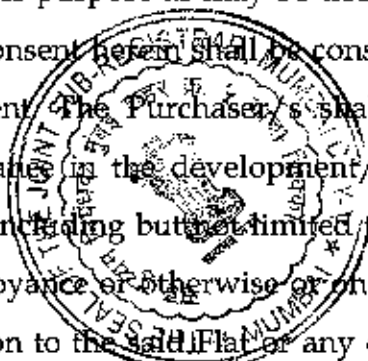
(a) The Promoter will be entitled, if they so desires, to amalgamate the said Property with any one or more of the adjoining properties and to utilize the development potential, thereof whether as FSI or TDR or by whatever name called, inter alia, on the said Property and also to sub-divide such amalgamated property and to submit or amend the said Building and/or layout plans as may be permitted by the concerned authority or required by the MCGM and the other concerned authorities:

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The Purchaser/s acknowledges and agrees that he / she / it is/are and shall be entitled to the said Flat only as herein provided.

(c) The Purchaser (s) hereby irrevocably agrees and gives its express consent to the Promoter for carrying out amendments, alternations,

modifications, and/or variations in the layout plan / sanctioned plan of the said Wing and/or Building and/or Wings in the Building for the aforesaid purpose or such other purpose as may be deemed fit by them or required by MCGM. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser/s shall not raise any objection or cause any hindrance in the development/construction by the Promoter on any ground including but not limited to of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Flat or any other part of the



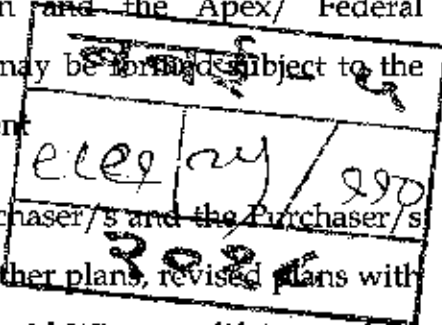
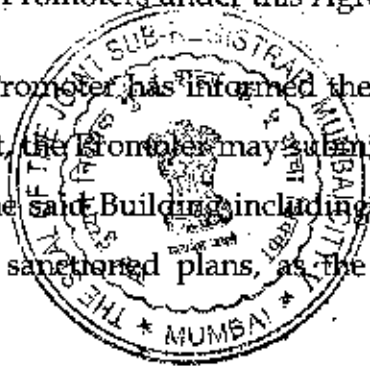

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said Building are affected, reduced or denied. The Purchaser/s hereby agree to give all the facilities and assistance that the Promoter may require from time to time so as to enable the Promoter to complete the development of the said Property in the manner that may be determined by the Promoter. It is expressly agreed by the parties hereto, that the Promoter is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit, the additional apartments that may be constructed by it as aforesaid.

(d) Except in respect of the said Flat hereby agreed to be acquired by the Purchaser/s or the facility of car parking provided to him/her/it, the Purchaser/s shall have no claim whatsoever in any other apartments, terraces or car parking spaces in the said Building or in one identified tennis court exclusively reserved by the Promoter for itself, and in respect of which the Promoter will be entitled to create exclusive rights in favour of such apartments as it deems fit or in the said Property or any part thereof. It is further expressly agreed and understood by and between the Parties hereto that save and except the said Flat/ Apartment and the right to use and enjoy Common areas and facilities in the Building, the Limited Common areas and facilities pertaining to the Flat and the Club Amenities and Facilities pursuant to the membership of the Club, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the Common areas and facilities or the Limited Common areas and facilities or the said infrastructure/ common areas and facilities or any part thereof and all open spaces and unallotted apartments and other spaces in the said Property and in the said Building will remain the property of the Promoter until the whole of the said Property and the said Building is transferred to the said Organisation and the Apex/ Federal Organisation/s, as the case may be, that may be formed subject to the rights of the Promoters under this Agreement

(e) The Promoter has informed the Purchaser/s and the Purchaser/s is aware that, the Promoter may submit further plans, revised plans with respect to the said Building including the said Wing modifying and/or altering the sanctioned plans, as the case may be. The effect of such




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modified and/or altered plans may be that the said Building including the said Wing will consist of certain additional Levels over and above existing Levels as mentioned hereinabove proposed to be constructed as per the sanctioned plans or they may be modification in the layout or building plan provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Flat agreed to be purchased by the Purchaser/s will not be reduced. The Purchaser/s hereby expressly consents to such additional construction of upper Levels and/or additional buildings and/or additional wings and/or variations/changes in the Wing/Building and agrees not to object or raise any dispute or contention whatsoever in future to the construction of such additional Levels and/or additional buildings and/or additional wings and shall not be entitled to seek any benefit or concession including for any reduction in the Purchase Price and/or any of the amounts to be paid by the Purchaser/s under this Agreement and/or claim compensation or damages on any account whatsoever and/or shall not be entitled to claim any right of any nature whatsoever on such additional Levels and/or additional building and/or additional wings.

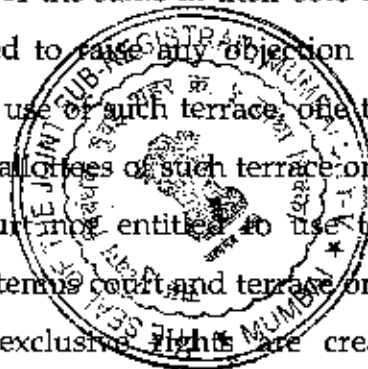
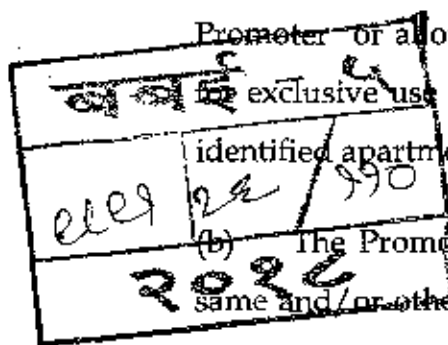
30. It is understood and agreed by and between the Parties hereto as under:

(a) that any terrace areas, one identified tennis court or open spaces whether on the top level of the said Building or on any other part of the said Building or the said Property shall always belong exclusively to the Promoter or allottees thereof or identified apartments and are intended

exclusive use of the Promoter or the allottees of the said space or the identified apartments

(b) The Promoter shall also be entitled to allot the exclusive use of same and/or otherwise dispose of the same at their sole discretion. The

Purchaser/s shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace, one tennis court or open spaces by the Promoter or allottees of such terrace or the identified apartments and one tennis court not entitled to use the same. The Purchaser/s or allottees of such tennis court and terrace or the identified apartments in whose favour exclusive rights are created shall be

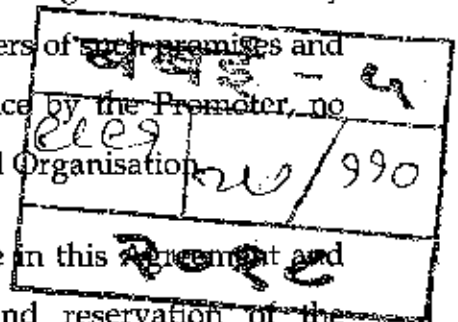



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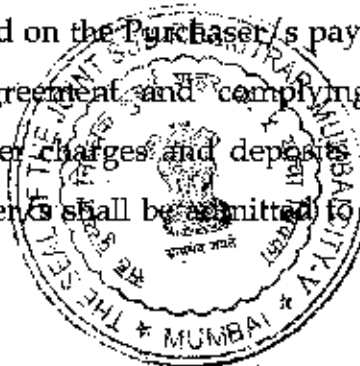

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exclusively entitled to the use of the tennis court and/or terrace or open space sold and/or allotted to them and/or reserved for them.

(c) However, in the event of any water storage tank or the lift room or lift machinery is situate in any of the above mentioned terraces, where the exclusive use and enjoyment of such terrace is given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the said Organisation shall have a right of access through such terrace to the overhead water tank, lift-room, etc. and for their check-up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the said Organisation. For any use of the terrace by the Promoter, no payment shall be due to the Purchaser or the said Organisation.



31. Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges and reservation of the Promoter, the Promoter state that they intend to reserve a part or parts of the plots of the said Property in the said Project ("**Promoter's retained area**"), for a Club House and other amenities, which area shall be developed independent of the said Wing and/or Building in independent phase(s) with separate timeline and remain as owned by the Promoter even after the conveyance of the said Property to the Apex/ Federal Organisation/s. The said Club House and the Promoter's retained area is not and shall not be deemed to be part of the areas, facilities, utilities common to all other occupiers / purchasers of apartments in the said Wing and/or the said Building and/or the said Project and the Promoter shall always remain the owners of such areas facilities, equipments and shall have full right to use, deal, transfer, and assume the complete management of such areas and on the Purchaser/s paying all the amounts due and payable under this Agreement and complying with the terms and conditions hereof and all other charges and deposits as may be specified by Promoter, one of the Purchaser/s shall be admitted to the membership of the Club House.



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32. The said Club House shall either be managed by the Promoter or any of them or may be given by them to their nominees or assignees by way of assignment, lease or otherwise. The said Club House will be excluded from any transfer thereof to any proposed co-operative society or any other organisation that may be formed of the buyers of the Apartments in the said Wing and/or the said Building and/or the INDIABULLS BLU Project to the intent and purpose that the Promoter's retained area will work as an independent Unit.

33. The Promoter or their assignees will be entitled to admit any one of the Purchaser/s as member of the Club House on such terms and conditions as they may think fit and the Purchaser/s herein or the said Organisation and/or the Apex/Federal Body of Organisation, to be formed and their members will not object to the same.

34. The Purchaser/s further agree that usage of such areas will be in accordance with the terms and conditions as may be determined by Promoter and/or its nominees in its sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club House along with its amenities and facilities available therein and it shall be the sole discretion of the Promoter to use the said Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser/s or the said Organisation/s and/or the Apex/Federal Body of Organisation shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever.

35. So far as the Purchaser/s herein named are concerned, he/she will become the member for life and only so long as he/she remains and continues to be the Owner of the flat purchased by him/her and also member of the co-operative society or other Organisation that may be formed and he/she will cease to be such member of the Club House on his/her death or on his/her assigning his/her right, title and interest in the said Flat and whoever becomes the 1st named owner of the said flat and member of the Society will be entitled to become a member of the Club House on the same terms and conditions as applied to his/her predecessors.

36. If for any reason in law, the Promoter is not entitled to or is not considered to be or is not allowed to remain the owner of Promoter's Retained

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Area, then the Purchaser for himself/herself/itself and/or as a member of the Organisation to be formed, agrees and undertakes to do all acts that would be necessary including granting of perpetual lease or an irrevocable or any other grant of right as may be required by the Promoter for such Promoter's Retained Area in favour of the Promoter or its associate or affiliate or group company on an annual fee of Re 1 (Rupee One) and on such other terms and conditions including renewals, assignment etc. as may be advised by the Promoter to enable the Promoter and/or its assigns and nominee or any third party who shall be in the place of ownership and maintenance to use and enjoy the Promoter's Retained Area without any hindrance and reference or recourse to the Purchaser or the Association of all other occupiers / purchasers of apartments in the Building including the Organisation. The Promoter shall have exclusive right of Ownership of the Club House including the right to alienation, lease or mortgage of the Club House. The Purchaser further agrees that usage of such areas will be in accordance with the terms and conditions as may be determined by the Promoter and/or its nominees in its/their sole discretion. The Promoter or its associate or affiliate or group company shall be entitled to all the revenue arising from the usage of the above mentioned Club House along with its amenities and facilities available therein and shall be the sole discretion of the Promoter to use the Club House in the manner they may determine (including enrolling outsiders as members and beneficial user thereof) and the Purchaser or Organisation shall have no right to interfere in the said manner of usage or create any objection hindrance or nuisance in any manner whatsoever. In consideration of the rights granted to the Purchaser under this Agreement, the Purchaser hereby irrevocably appoints the Promoter as its agent or attorney and authorizes the Promoter to do all such acts, deeds, matter things including execution of a perpetual lease and/or any other document as the Promoter may deem fit in its sole discretion to give effect to the understanding set out in this Agreement relating to Promoter's Retained Area and to present the said documents to the concerned registration office and admit execution of the said documents on behalf of the Purchaser.

37. Furthermore the Purchasers or the Association of all other occupiers / purchasers of apartments in the Building including the Organisation shall give right of way to the Promoter, its agents, servants, employees or representatives and all other persons, authorized by the Promoter and/or its successors, nominees or assigns and all members of the Club House to pass through the said Property and/or Building in such manner as may be decided by the Promoter ("the said access") for the purpose of ingress and egress to the Club House and for which


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purpose they shall also execute and register an Agreement for right of way in favour of the Promoter in that behalf

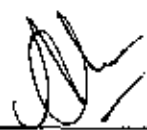
38. All unsold units, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, basement space under stilt, one tennis court area and other premises and spaces in the said Wing and/or the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoter and/or their nominees and/or identified apartments only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above and the Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

39. The Promoter intends to and may retain for themselves the remaining apartments in the said Wing and/or the said Building and/or any other buildings to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of apartments in the said Wing and/ or the said Building or buildings, as the case may be. The Promoter shall not be liable to pay non occupancy charges thereof to the said Organisation and/or any other organisation/s;

40. The Promoter will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoter and/or their affiliates (hereinafter referred as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the said Wing and/or the Building therein including, on open space/s, the terraces of the said Wing and/or any parts of the said Building if it so desires at its own costs and expenses. The Promoter and/or their Group Companies will not be liable to make any payment of any nature to Purchaser and/or the occupant/s of the other apartments in the said Wing and/or the said Building and/or the said Organisation and/or other organisation/s in respect of the displays.

41. The Purchaser/s and the occupant/s of the other apartments in the said Wing and/or the said Building and the said Organisation and/or any


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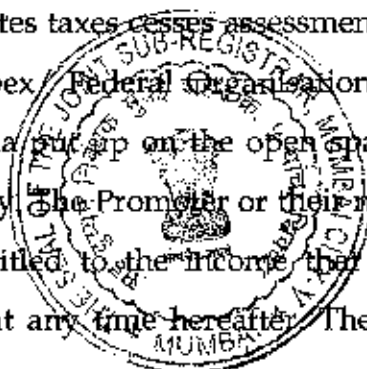

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other organisation/s, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the limited common areas and facilities of the said Wing and/or the said Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof. The Conveyance or any other document/s of transfer, to be executed as hereinabove mentioned, shall contain appropriate provisions in respect of the said rights. The Purchaser(s) expressly consent/s to the same.

42. The Promoter has reserved the exclusive right to grant to third parties, license or rights for putting up hoardings or advertisements or neon signs on the said Property and/or the said Wing and/or the said Building being constructed thereon or any part thereof and to receive and appropriate for their own use and benefit the fees, compensation or charges in respect thereof. The Purchaser/s shall not obstruct or interfere with the said rights of the Promoter in any manner whatsoever.

43. The aforesaid right shall continue to subsist even after the said Wing, Building and Property is conveyed to the Organisation and the Apex/ Federal Organization/s respectively that may be formed by the Promoter and the same shall be incorporated in the Conveyance. The Promoter or their nominees and/or assignees shall pay a sum of Rs. 11/-per year to the Apex/ Federal Organization/s or the said Organisation, as the case may be, after the said Property is conveyed and/or the said Wing/ the said Building is conveyed to the said Organisation and the Apex/ Federal Organisation/s respectively and also separately pay municipal rates taxes cesses assessments if any imposed on the said Organisation or the Apex/ Federal Organisation/s in respect of any advertisement/hoarding/antenna put up on the open space or terrace or any other portion of the said Property. The Promoter or their nominees & assignees shall always be exclusively entitled to the income that may be derived by display of such advertisement at any time hereafter. The Purchaser(s) herein

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shall not be entitled to any abatement in price of the said Flat or object to the same for any reason whatsoever and shall allow the Promoters, their agents, servants etc. to enter into the said Property and the said Building and the said Wing including the terrace and other open spaces in the said Building including the said Wing for the purpose of putting and or preserving and/or maintaining and/or removing and/or replacing the advertisement and/or hoardings and/or Cell Phone antenna.

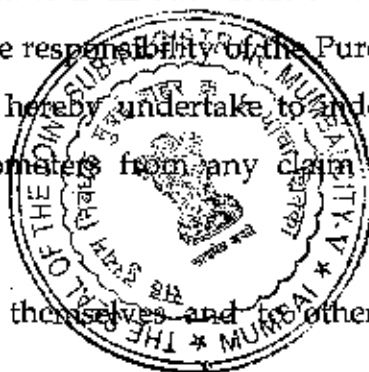
44. The Promoter propose to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the said Property and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser(s) under this Agreement in respect of the said Flat, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Property or construction thereon of any part or parts thereof, without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the Purchaser/s. The Promoter undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the conveyance deed and the Promoter shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchasers by virtue of any encumbrances created as aforesaid. The Promoter agrees that the Purchaser/s shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the said Flat. However, it will be the sole responsibility of the Purchaser/s to repay

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the said loan and the Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Promoters from any claim or demand, loss

arising from the same.

45. The Promoter reserves to themselves and to others authorized by




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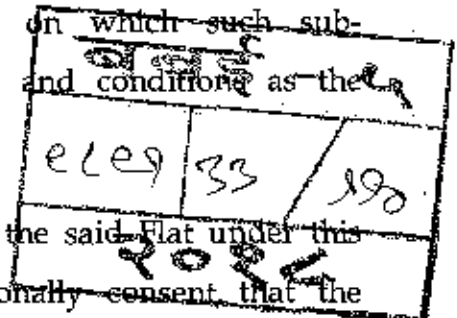
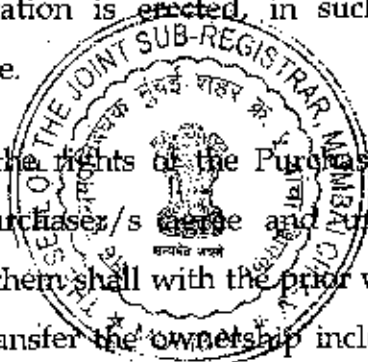

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them, the unfettered right to the full, free and complete right of way and means of access over, along and under all the accesses and the common right of way to the said Property and the said Building including the said Wing at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles of all descriptions, laden or unladen, and with or without vehicles, horses and other animals and also to lay and connect drains, pipes, cables and other amenities in the said Property in such manner as the Promoter may deem fit and necessary for the full and proper use and enjoyment of the said Property and the said Building including the said Wing and also the right to use in common with the Purchaser of apartments, and other spaces in the said Building, any recreational amenities and/or recreational areas which may be provided by the Promoter in respect of the said Wing and/or the said Project, whether before or after the transfer of the said Property and said Wing to the said Organisation and the Apex/ Federal Organization/s respectively;

46. Without prejudice to the generality of the above, the Promoter will be entitled to give right of way over the open space in the compound/podium in the said Wing to the occupants of the other wings and buildings over the said Property and the Purchaser(s) and all other Purchaser(s) and the said Organisation when formed hereby agree and consent to the same and will raise no objection thereto and the transfer of the said Wing/said Building to the said Organisation will be subject to the said right of way.

47. The Promoter shall be entitled to put or allow to put up an electric substation/receiving station on the said Property at such place as they may decide and take the benefit thereof for the other plots of land which they or persons claiming through them shall develop in the neighborhood and vicinity or give benefit thereof to other persons or occupants in the neighborhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, in such terms and conditions as the Promoter may decide.

48. Subject to the rights of the Purchaser/s to the said Flat under this Agreement, the Purchaser/s agree and unconditionally consent that the Promoter or any of them shall with the prior written approval of the Authority have the right to transfer the ownership including the development rights in




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the said Property or any portion thereof and/or the said Building including the said Wing/the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in its sole discretion without any intimation written or otherwise to the Purchaser/s and the Purchaser/s agree not to raise any objection in this regard.

49. Until all the obligations of the Purchaser(s) under this Agreement has been complied with and/or all payments payable under this Agreement have been paid by the Purchaser/s, and until the Promoter have executed conveyance of the the said Building/the said Wing in favour of the Organisation/s, the Purchaser/s agree that as and when they decide to sell their said Flat (or shares in the event a co-operative society/ company is formed), then in that event, the Purchaser shall first offer the same to the Promoter to purchase said Flat at the consideration mutually agreed between them. In the event of the Promoter refusing/ being unable to purchase the said Flat from the Purchaser(s), the Purchaser(s) shall be entitled to sell the same to any third party at a price not less than the price at which the said Flat was offered to be purchased by the Promoter . The Promoter may at its discretion permit such transfer, sale, grant or conveyance on such terms and conditions and subject to the following;

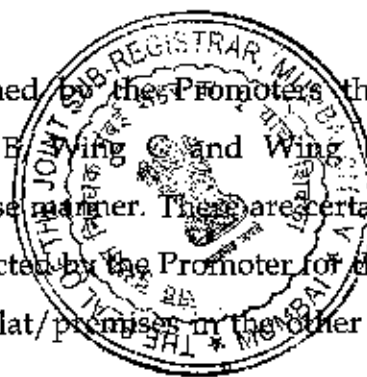
(i) Payment of transfer charges of 15 % of the Total Price at which the said Flat is being sold to the prospective purchaser, till the time actual possession of the said Flat is handed over; and

(ii) Payment of transfer charges of 5% of the Total Price at which the said Flat is being sold to the prospective purchaser, from the date

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of possession till the formation and registration of the said Organisation/s.

The Purchaser has been informed by the Promoter that the said Building consisting of Wing A, Wing B, Wing C and Wing D, is being developed and constructed in a phase-wise manner. There are certain common areas and facilities, which may be constructed by the Promoter for the exclusive use and benefit of the purchasers of the flat/premises in the other Wings. The



PROMOTER

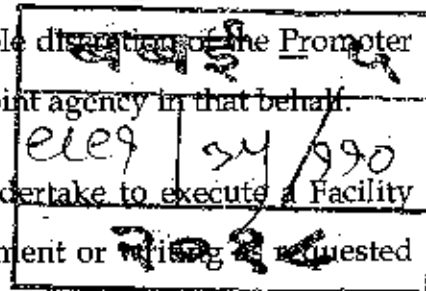
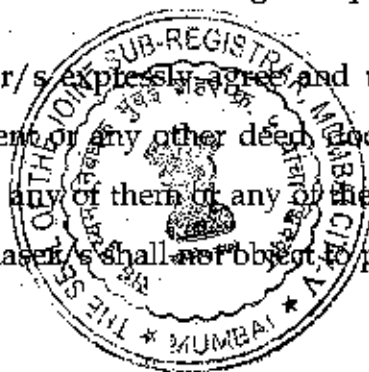
PURCHASER/S

Purchasers hereby agree that save and except the right to use to the Common areas and facilities in the said Wing as set out in the **Second Schedule** hereunder written and the Limited Common Area, Amenities and facilities pursuant to the membership of the Club House, the Purchaser/s shall have no right/ title and/or interest or benefit or any right to use in respect of any other common areas and facilities and/or any amenities to be provided by the Promoters for the exclusive of the purchasers of the flat/premises in the other Wings or Buildings and/or any other persons.

51. The facility to use and enjoy the common service amenities and other amenities shall be subject to the rules and regulations (including but not limited to matters pertaining to its management, maintenance, usage fees and other charges), as shall be framed by the Promoter, and the Purchaser shall abide by the same. The Promoter has reserved unto themselves and their successors-in-title, the right to the use and enjoyment of the common recreational amenities and/or recreational areas including the said infrastructure/common facilities and/or the common areas and facilities and amenities at all times hereafter;

52. The Purchaser/s acknowledge that on account of the brand of "Indiabulls" being associated with the Project/Property, till the transfer of the said Property and the said Wing to the said Organisation and the Apex/ Federal Organisation/, as the case may be, the Promoter reserve their right to appoint an agency for the provision of maintenance of the said Project and/or the common areas and facilities and the limited common areas and facilities to be provided to the purchasers of the Flats in the said Wing and/or the said Building and/or the Project including the said infrastructure/common facilities and/or any recreational facilities by having such arrangements/agreements with the said Organisation and/or the Apex/ Federal Organisation/s as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.

53. The Purchaser/s expressly agree and undertake to execute a Facility Management Agreement or any other deed, document or writing as requested for by the Promoter or any of them or any of their nominees for providing such services and the Purchaser/s shall not object to payment of fees for provision of services as aforesaid.




PROMOTER


PURCHASER/S

54. The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Flat by the Purchaser/s and his/her/its bona fide family members to the end and intent that:

- i. As and when the said Flat is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new purchaser(s) of the said Flat and the Purchaser's rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand extinguished;
- ii. The Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new purchaser the benefit thereof along with the sale and transfer of the said Flat to such purchaser;

55. If the Purchaser/s desire to have additional/extra fittings and fixtures of his/her/its/their own choice to be provided in the said Flat prior to the handover of the possession of the said Flat to the Purchaser/s, the Purchaser/s shall seek permission of the Promoter, which permission the Promoter may in its sole discretion grant subject to such terms and conditions as may be imposed by the Promoter and as set out in Annexure "H" annexed hereto.

56. The Purchaser/s agree and undertake that the said Flat will not be occupied by any person or persons till the occupation certificate in respect of the said Wing is obtained by the Promoter and copy furnished/ or intimated to the Purchaser(s).

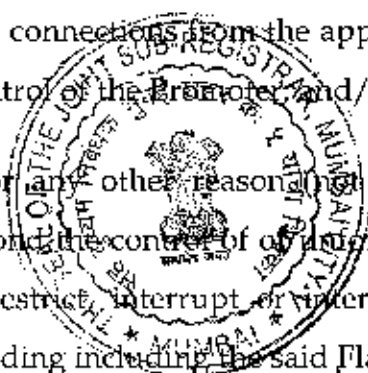
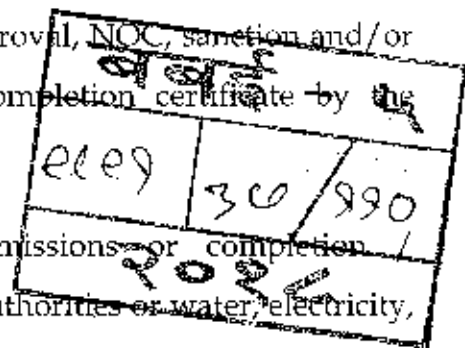
57. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment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

PROMOTER

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58. Unless prevented by force majeure event/s, the Promoter will hand over possession of the said Flat/Apartment to the Purchaser/s on or before **31st December 2020** or such further period as may be agreed between the parties, subject to the Purchaser/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Flat as mentioned hereinabove and the Purchaser/s duly observing all the terms and conditions, contained herein. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of Building in which the said Flat are situated is delayed on account of:-

- (a) non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
- (b) non-availability / shortage of water or electric supply; and/or
- (c) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoter; and/or
- (d) any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or
- (e) delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- (f) delay in securing necessary permissions or completion / occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or
- (g) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat; and/or




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(h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or

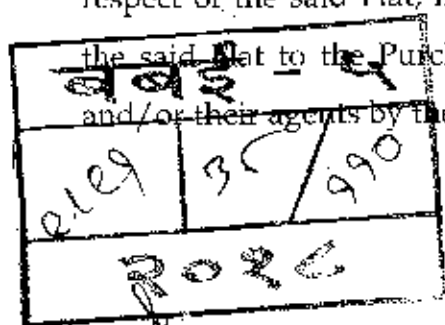
(i) any other forces or reasons beyond the control of the Promoter.

59. For the purpose of this Agreement this expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

60. Upon possession of the said Flat being delivered to the Purchaser/s he/she/it/they shall have no claim against the Promoter in respect of any item of work in the said Flat, which has been carried out or completed. If within a period of five years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments are situated or any defects on account of workmanship, then, wherever possible such defects shall be rectified by the Promoter at his own cost.

61. Nothing contained in these presents is intended to be nor shall be construed to be grant, demise or assignment in law of the said Property or the said Building or any part thereof.

62. Subject to the Promoter having received the full Purchase Price in respect of the said Flat and all other amounts payable by the Purchaser/s in respect of the said Flat, if the Promoter fails or neglects to offer possession of the said Flat to the Purchaser(s), other than for reasons beyond their control and/or their agents by the period aforesaid as mentioned hereinbefore or such



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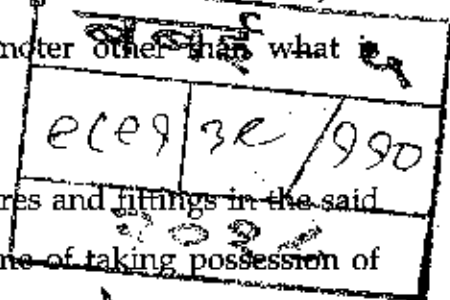
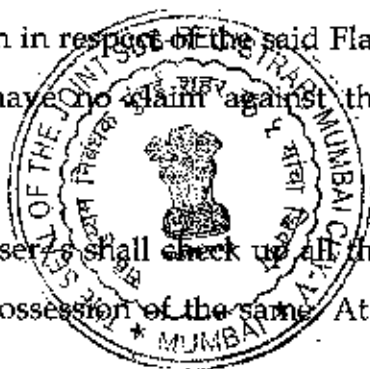


PURCHASER/S

further extended date as may be mutually agreed upon in writing by and between the parties hereto, the Purchaser/s may at its discretion, by a notice in writing, terminate this Agreement and in such event, the Promoter shall, be liable to refund to the Purchaser(s) the amount of Purchase Consideration already received by it in respect of the said Flat with simple interest at the State Bank of India highest marginal cost of Lending Rate +2% per annum from the date on which the Promoter has received the aforesaid amounts till the date the amounts and interest thereon is repaid and the Promoter shall not be liable to pay any compensation or damages or offer any other premises to the Purchaser/s in lieu of the said Flat herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said Flat or arising out of this Agreement (including stamp duty and registration charges paid) and the Promoter shall be at liberty to sell and dispose off the said Flat to any other person at such price and upon such terms and conditions as the Promoter may deem fit. If in the aforesaid event, the Purchaser(s) does not intend to withdraw from the Project, the Purchaser(s) agrees that apart from simple interest at State Bank of India highest marginal cost of Lending Rate +2% p.a., on all the amounts paid by the Purchaser(s), for every month of delay, till the handing over of the possession, the Promoter will not be liable for and the Purchaser(s) will not be entitled to claim any other compensation or damages from the Promoter.

63. If at any time during construction of the said Wing on the said Property the Purchaser/s is able to substantiate that the construction is not in accordance with the Sanctioned Plans then the Promoter shall have the option to either rectify such deviation or refund the amount of Purchase Price till then paid by the Purchaser(s) along with interest paid at the rate of State Bank of India highest marginal cost of Lending Rate +2% p.a per annum. In case of Promoter exercising its right to refund the amount of Purchase Price, the Purchaser/s shall execute and register the required documents including any Deed of Cancellation in respect of the said Flat. In the given circumstances, the Purchaser/s shall have no claim against the Promoter other than what is provided herein.

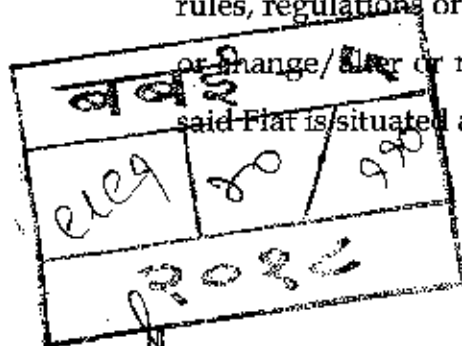
64. The Purchaser/s shall check up all the fixtures and fittings in the said Flat before taking possession of the same. At the time of taking possession of



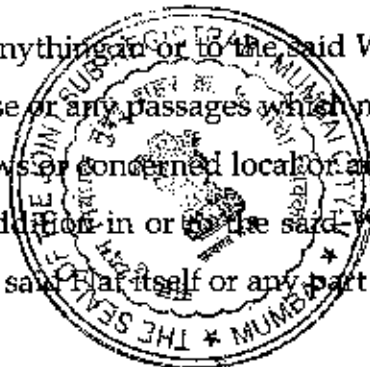
the said Premises, the Purchaser/s shall bring to the attention of the Promoter any defects in completion of the said Flat, in absence whereof, the Promoter shall be deemed to have presumed that the Purchaser(s) is fully satisfied with the completion of the said Flat in all respects as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Promoter. Thereafter, the Purchaser/s shall have no claim against the Promoter in respect of any item of work in the said Flat or in the said Wing or the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

65. The Purchaser/s himself and with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Promoter as follows:-

- a. To use the said Flat only for residential purpose and not permit for the purpose of office showroom/ shop/ godown or for carrying on any industry or business;
- b. To use the car parking spaces only for parking cars of the Purchaser during the time that the Purchaser holds the said Flat;
- c. Not to enclose and/ or misuse the said terrace at any time and keep indemnified the Promoter from any action, cost, charges and expenses that may be cause or suffered by the Promoter due to any action initiated by any person or authority for such enclosure or misuse of the said pocket terrace.
- d. To maintain the said Flat at the Purchaser's own cost in good inhabitable/tenantable repair and condition from the date possession of the same is offered by the Promoter to the Purchaser and shall not do or suffered to be done anything in or to the said Wing in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Wing in which the said Flat is situated and the said Flat itself or any part thereof.



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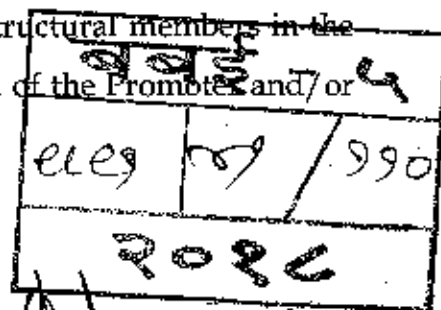
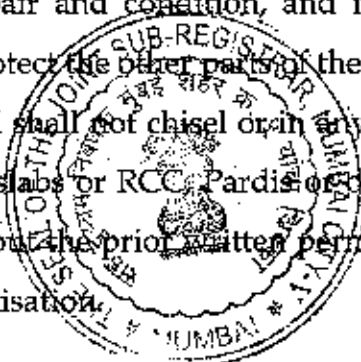


PURCHASER/S

e. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Wing in which the said Flat is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper Levels which may damage or likely to damage the staircases, common passages or any other structure of the said Wing in which the said Flat is situated, including entrances of the said Wing and in case any damage is caused to the said Wing in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

f. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and not do or suffer to be done anything in or to the said Wing in which the said Flat is situated which may be contrary to the rules and regulations and bye-laws of the MCGM or the other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the MCGM and/or other public authority.

g. Not to demolish or cause to be demolished the said Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drain pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the said Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Parda or other structural members in the said Flat without the prior written permission of the Promoter and/or the said Organisation.




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h. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Wing in which the said Flat is situated or whereby any increased premium shall become payable in respect of the insurance.

i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Wing in which the said Flat is situate.

j. Not to use the refuge areas and/or fire fighting passages in the said Wing for any purpose whatsoever as the same is provided as a refuge in case of fire.

k. To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the said Wing.

l. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, of the amounts due and payable in terms of this Agreement.

m. Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the Promoter's prior consent in writing to the same till the formation of the said Organisation.

n. After the possession of the said Flat is handed over by the Promoter to the Purchaser and until the conveyance of the said Property and Wing is made to the Apex/ Federal Organisation/s and the said Organisation, as applicable, to 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 Flat or any part thereof to view and examine the state and condition thereof and to make good, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and

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electric wires and cables and for similar other purposes contemplated by this Agreement.

o. To sign all the necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him in order to become a member of the said Organisation of apartment holders to be formed as aforesaid.

p. Not to alter or affix grills from outside the windows or at any place which affects the structure, façade and/or elevation of the said Wing in any manner whatsoever.

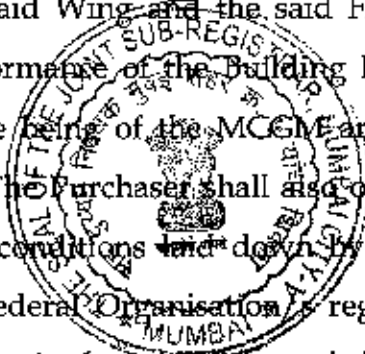
q. To abide by the terms and conditions attached to the various sanctions/ permissions/ N.O.C./ Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.

r. Not to claim any right or interest in the top terraces of the Building or any portion thereof save and except the right of access, for the purpose of inspection, repairs and maintenance of the common utilities and services located on such top terrace.

s. To abide by the terms, conditions and stipulations/Regulations as may be prescribed or made applicable by the Promoter or Government of Maharashtra, or any statutory public body or authority in respect of the said Property and/or building/premises standing thereon.

t. To observe and perform all the rules and regulations which the said Organisation and/or the Apex/ Federal Organisation/s 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 Wing and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the MCGM and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organisation and/or the Apex/ Federal Organisation/s regarding the occupation and use of the said Flat in the said Wing and shall pay and contribute

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regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Purchaser/s agree that the aforesaid amount to be collected from the Purchaser/s shall be collected and paid on an adhoc basis till all the Flats in the said Wing are sold and the quantum of taxes for each Flat is determined.

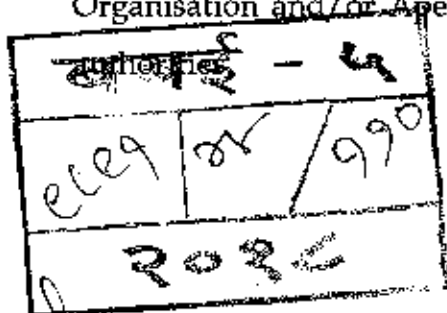
u. Not to put up or install box grills outside the windows of the said Flat for the purpose of installing the air conditioners or otherwise or in any other manner do any other act which would in the opinion of the Promoter or the said Organisation and/or Apex/ Federal Organisation/s, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.

v. To maintain the external elevation of the said Wing in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI, in the plans already approved by MCGM.

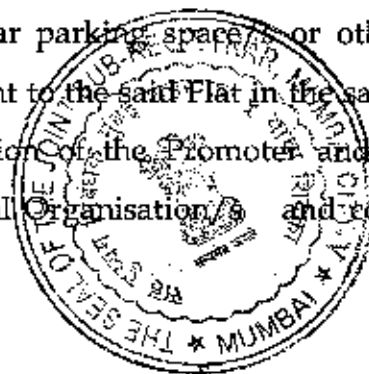
w. To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other apartments in the said Wing and/or the said Building and/or any other building/s in the said Project.

x. Not to at any time demand partition of the Purchaser's interest in the said Flat;

y. Not to cover or enclose in any manner whatsoever, the terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Flat in the said Wing, without the prior written permission of the Promoter and/or said Organisation and/or Apex/ Federal Organisation/s and concerned



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z. Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Flat.

aa. To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the Promoter or the concerned authorities.

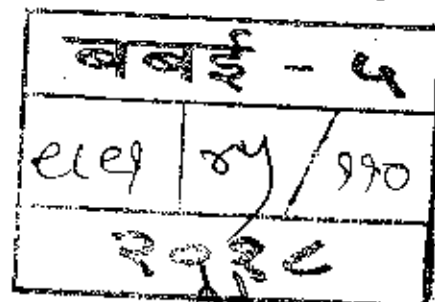
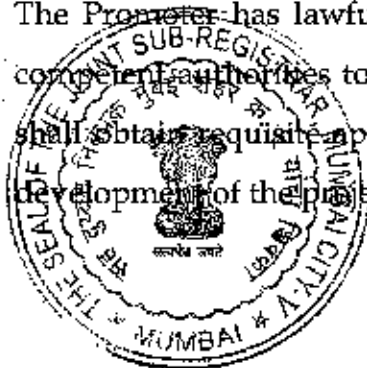
bb. To pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.

cc. to pay any amount/s required to be paid by the Promoter as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter.

dd. Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building / said Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable.

66. The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

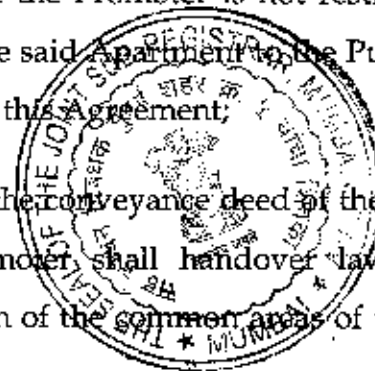



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- iii. As on date, there are no encumbrances upon the project land or the Project except those disclosed in the title report and the same is subject to Promoter's right reserved in this Agreement;
- iv. There are no litigations pending before any court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(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 project land, including the Project and said Apartment which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;

viii.	The Promoter confirms that the Promoter is not restricted in any manner whatsoever from the said Apartment to the Purchaser(s) in the manner contemplated in this Agreement;
ix.	At the time of execution of the conveyance deed of the structure to the Organisation, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Organisation;




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- x. The Promoter has duly paid and discharge undisputed government dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said land and/or Project except those disclosed in the title report.

67. The Purchaser/s are aware that the said Property on which the said Wing is being constructed forms a part of the larger area agreed to be developed by the Promoter and it is comprising of various buildings on the entire Land and adjoining and surrounding the said Property. The Promoter shall be entitled to form and register the Organisation separately for each wing in the said Building. In view of the said entire area being a large property the individual Organisation in the said Project shall not be entitled to have custody or possession of any title deeds as they will be common or inter related. The title deeds shall always remain with the Promoter and/or with such Organisation having property largest in value in the said Project. The individual Body Corporate shall however be entitled to a covenant for production of title deeds from the Promoter or the Organisation whoever is in possession of the original of the title deeds and the true copies of the title deeds that are in possession of the said the Promoter and the cost and expense thereof will be borne and paid by the Organisation requiring it.

68. The Promoter has informed the Purchaser/s and the Purchaser/s are aware and hereby expressly agree that the Promoter will be developing the said Property and the Buildings to be constructed thereon including the said Wing in different phases, as per the phase development programme to be determined by the Promoter in their absolute discretion from time to time. The Purchaser/s shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light

and/or air and/or ventilation to the said Flat or any part of the said Wing is adversely affected or likely to be affected by such construction.

69. The Promoter has brought to the notice of the Purchaser/s and the Purchaser/s are aware that the said Property may be notionally divided by the Promoter into various smaller plots for the effective development of the said Property consisting of various buildings and different schemes of the layout. The Purchaser/s are also aware that the \Promoter shall be consuming the full development potential in the form of FSI available at present as well as in future in relation of the Land on which said Wing is being constructed as well as the total area of the said Property on the basis of single and/or more layout as may be approved. The Promoter will be free and the Purchaser(s) herein give their informed consent to the Promoter to use the present as well as future FSI in a manner desired by it including by assigning FSI to non-FSI area till the time the said assignment of FSI is not affecting the Flat agreed to be purchased by the Purchaser(s) herein in any manner. It has also been brought to the notice of the Purchaser/s that the FSI consumed in the said Wing has no relation with the area of the plot on which the said Wing is constructed.

70. The Promoters has disclosed the FSI available in respect of the said Property and no part of the said FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by them. In case while developing the said Property, the Promoter has utilized any FSI of any other land or property by way of floating FSI, then the particulars of such FSI shall be disclosed by the Promoter to the Purchaser/s.

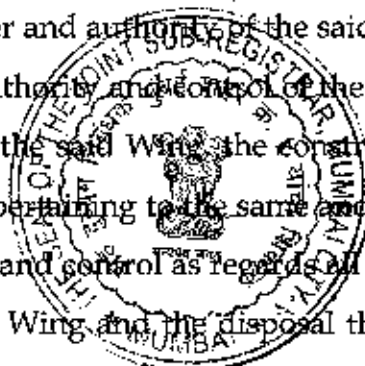
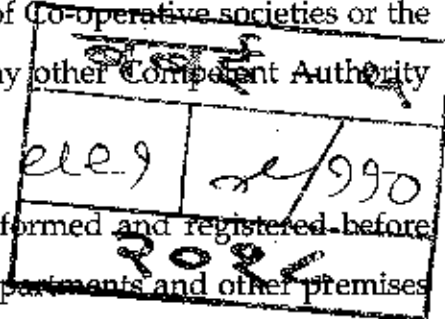
71. The Promoter intends to form a separate organisation for each wing in the said Building and any other buildings to be constructed in the "Indiabulls Blu" Project and convey the built up area of the Wing(s) (excluding basement and podium) to the respective Wing(s). The Promoter also intend that an Apex/Federal Society/Organisation/ Association of all such separate organisation will be formed (hereinafter referred to as **the Apex /Federal Organisation**) which will look after, manage, maintain and conduct all the affairs of common areas, common roads, common service lines including drainage, Gas, electric water pipe lines, cable and other service lines, common

PROMOTER

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amenities, common garden in the said Project (except the Club House). The Purchaser/s herein and the said individual organisation agree to become members of such Apex/Federal Organisation and bear and pay their proportionate contribution / charges to such Apex/ Federal Organisation as may be levied by it from time to time and abide by its bye-laws, rules & regulations until such Organisation is formed and management is handed over to it such payments will be paid to the Promoter . The Promoter also intend to convey the said Property (excluding the Promoter's retained area and the Club House) comprised of such common areas be given to the said Apex / Federal Organisation. The Purchaser/s along with other buyers of apartments in the said Wing shall, join in formation and registration of a Co-operative Society or a Limited Company or an Association of Apartment Owners or other body corporate as the case may be (herein referred to as "the said Organisation"). The name of the said Organisation that may be formed shall always contain the word Project "Indiabulls Blu" and the same shall not be changed without the previous permission in writing of Promoter. The Purchaser/s also agree from time to time to sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the said Organisation and for becoming a member, including the bye-laws of the proposed said Organisation and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the said Organisation of the Purchasers. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative societies or the Registrar of Companies as the case may be or any other Competent Authority or as may be deemed fit by the Promoter.

72. In the event of the Organisation being formed and registered before the sale and disposal by the Promoter of all the apartments and other premises in the said Wing, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wing, the construction of additional Levels thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold apartments and other premises in the said Wing and the disposal thereof. The Promoter shall




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be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Promoter shall join in as the member in respect of such unsold apartments and premises and as and when such apartments and premises are sold to the persons of the Promoter's choice, the said Organisation shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges.

73. All documents necessary for the formation and registration of the said Organisation shall be prepared by Advocates & Solicitors of the Promoter. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Purchasers of the said Wing.

74. The Co-operative Society/Condominium/ Limited Company/Organisation that may be formed of the Purchasers/holders of units and other premises in the said Wing and/or the said Building shall not issue Share Certificate to any Purchaser/ member without obtaining the Non Objection Certificate from the Promoter certifying that the Promoter have no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Organisation issues Share Certificate to any purchaser/ member without adhering to or abiding by the aforesaid condition, the said Organisation shall itself be responsible and liable to pay such amounts due and payable, if any, by such purchaser/ member to the Promoter.

75. The Promoter may opt (but shall not be bound) to become and continue to be the member of the said Organisation and/or the Apex/ Federal Organisation in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfer assign and/or dispose off such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organisation and/or the Apex/Federal Organisation in respect of the said rights and benefits. The Purchasers herein and the said Organisation and the Apex/Federal Organisation, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Organisation and/or the Apex/Federal Organisation and the Purchasers do hereby give their specific consent to them being admitted.

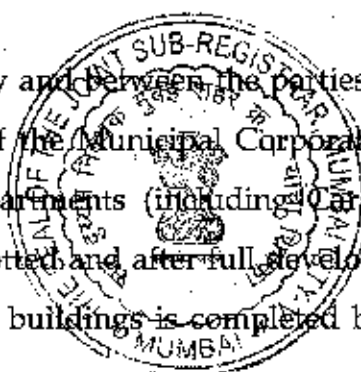
PROMOTER

PURCHASER/S

76. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment or transfer of possession in law of the said Apartment or of the said Land/Property and Buildings or any part thereof. The Purchaser(s) shall not be entitled to claim partition of their share in the said Wing, Building or portion thereof and the same shall always remain impartibly. Even after entire consideration is paid by the Purchaser(s) to the Promoter, the Purchaser(s) shall have no claim save and except in the Apartment agreed to be sold to them and all open space, stilt parking space, lobbies, staircase, terraces, garden, recreation spaces, meter rooms, entrance lobby, servants toilets, fire refuge area, Podium, Car Parking below Podium, internal road, unutilised F.S.I or the F.S.I that may be granted under any Scheme and/or by the Municipal Authorities or Central/ State Government or Municipal Corporation or any other authority under any Scheme or Project or due to amendment in D.C. Regulation or any other Act, Rules or Regulation or as incentive under any Scheme or Project that may be formulated/floated by Central /State Government or the Municipal Corporation or any other authority or otherwise howsoever and the Building/s contemplated to be built as aforesaid will remain the property of the Promoter ever after conveyance of the said Property is executed in favour of Apex Body/Organisation and the Wing or Buildings thereon are conveyed to the individual organisation that may be formed and Conveyance are executed and registered for that purpose in favour of the said Organisations.

77. The Promoter shall be at liberty to sell, transfer, assign, mortgage and/or raise money on security of the said Land and/or deal with or dispose off, their right, title and interest in the said Land, building and structures that may be constructed thereon without any reference to the Purchaser(s) provided however that the Promoter do not affect or prejudice the interest of the Purchaser(s) under these presents in respect of the said Apartment agreed to be purchased by them.

78. It is agreed by and between the parties hereto that the Promoter shall subject to the terms of the Municipal Corporation, and Rules and Regulation but only after all Apartments (including Car, Parking/other Spaces) in the building are sold/ allotted and after full development of the said entire project comprising of various buildings is completed by utilising the full F.S.I. of the



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said entire Land and other surrounding plots that may be taken by the Promoter and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land/Property, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 (eighteen) months from the date when the said Apex Body/Organisation is formed whichever is later, but only after receipt by the Promoter of the full consideration or price of all Apartments and all other dues receivable in terms of the Agreement or otherwise at law from all buyers, cause to be transferred to the said Apex Body/Organisation, all the right, title and interest (except those reserved by the Promoters for themselves or their nominees & assignees) of the Owners/Promoters as may be permitted by the authorities together with the building/s by obtaining or executing the necessary Conveyance of the said Property/Land. Any premium or other sums of money demanded by any authority for the same will be paid by all the premises buyers alone and the Promoter shall not be responsible for the same in any way. Such Conveyance shall be in keeping with the terms and provisions of this Agreement. Even after execution of the Conveyance, the rights to develop and/or construct the said Building as also on the other parts of the said Land/Property as foresaid shall be of the Promoter and/or their assignees and the offer of possession and subsequent possession of

~~the said Apartment~~ under this Agreement shall be subject to the above and other conditions of these presents and the Purchasers hereby agree to the same.

79. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by any Authorized Signatory or Officer of the Promoter and any notice to be given to the Purchaser/s shall be considered as duly served if the same shall have been delivered to, left or posted to the Purchaser/s at the address specified below, by Registered Post A.D. or Courier. In case there are Joint Purchaser(s), all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and


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purposes to consider as properly served on all the Purchasers. Any change in the address of the Purchaser should be notified in writing by the Purchaser/s to the Promoter :

ANUSHNA ESTATES PRIVATE LIMITED

306, LUSA TOWER, AZADPUR COMMERCIAL COMPLEX,

DELHI - 110033, INDIA

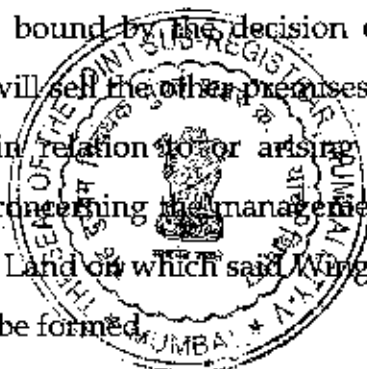
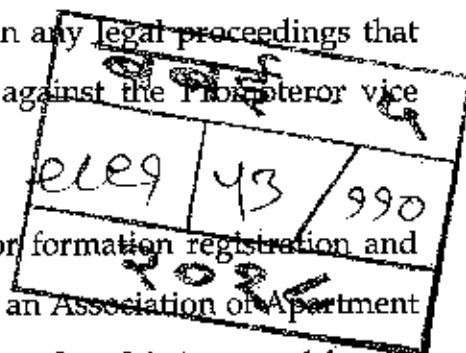
80. All letters circulars receipts and/or notices to be served by the Purchaser on the Promoter shall be deemed to be validly and effectively served, if sent to the Promoter by Registered Post A.D./under Certificate of Posting/Speed Post/Courier/hand delivery at its address specified below or such other address as the Promoter may hereafter notify in writing to the Purchaser:

INDIABULLS INFRAESTATE LIMITED

M-62/63, 1st Floor, Connaught Place, New Delhi- 110001

81. If any Sales Tax/ Works Contract Tax/ Value Added Tax/ Service Tax is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Purchasers alone and the Promoter shall not be liable to contribute anything on that account. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoter in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of such liability.

82. This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser/s that they shall be bound by the decision of the majority of the buyers to whom the Promoter will sell the other premises in the said Wing/ the said Building, in all matters in relation to or arising under or out of this agreement or in relation to or concerning the management administration and affairs of the said Wing and the Land on which said Wing to be constructed and the said Organisation that may be formed.




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83. The Promoter and the Purchaser/s represent and covenant to each other that they have full right and power to enter into this Agreement and that all the necessary permissions and/or approvals required to enter into this Agreement have been obtained by the parties respectively, prior to the execution of this Agreement and the parties doth hereby indemnify and keep indemnified each other of and from the same.

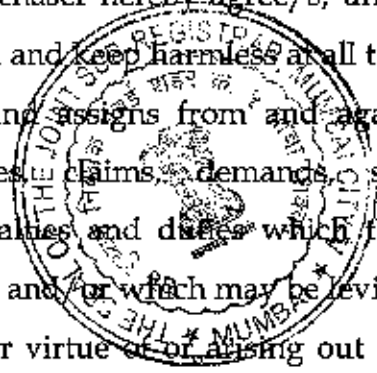
84. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.

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

86. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser(s) relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby agree/s, undertake/s and

2022	2022
2022	2022
2022	2022
2022	2022

covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach;




PROMOTER

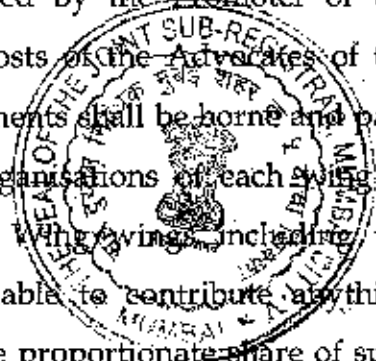
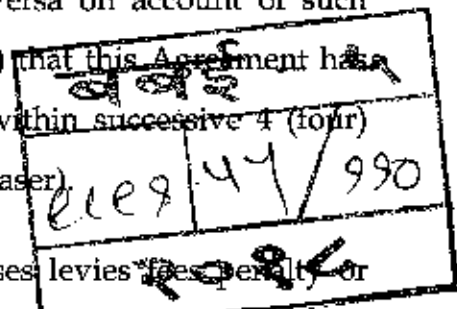

PURCHASER/S

violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

87. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.

88. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser(s). The Purchaser(s) are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchasers alone. The Purchaser/s shall indemnify the Promoter against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoter. The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoter in consequences of any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice-versa on account of such liability. The Promoter has informed the Purchaser(s) that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Purchaser).

89. All costs charges and out of pocket expenses levies fees or premium in connection with the formation of the said Organisations and/or the Apex/Federal Organisation and execution of Conveyance as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoter or the Purchaser/s as well as the entire professional costs of the Advocates of the Promoter in preparing and approving such documents shall be borne and paid by the proposed said Organisation and the organisations of each wing or proportionately by all the buyers in the said wing, including the Purchasers herein. The Promoter shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such




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costs, charges and expenses payable by the Purchaser(s) shall be paid by them to Promoter immediately on demand.

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

91. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

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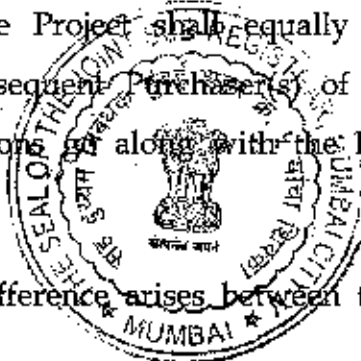
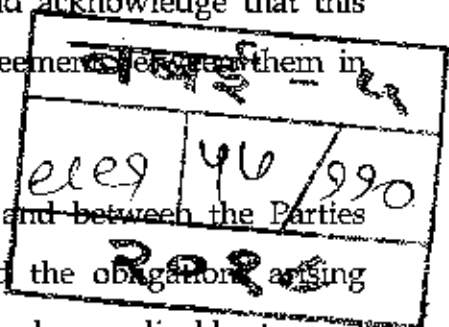
92. The Purchasers and Promoter shall present this Agreement as well as Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time prescribed by the Registration Act and Parties shall attend such office and admit execution thereof.

93. Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payment dues as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(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 Purchaser(s) for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sum deposited by the Purchaser(s) in connection therewith including the booking amount will be returned after necessary deduction and without any interest or compensation whatsoever.

94. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

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

96. If any dispute or difference arises between the Parties at any time




PROMOTER


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relating to the construction or interpretation of this Agreement or any term or provisions hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussion and agreement.

If the dispute or difference cannot be resolved within a period of 15 (fifteen) days, from the notice by the aggrieved party as above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company.

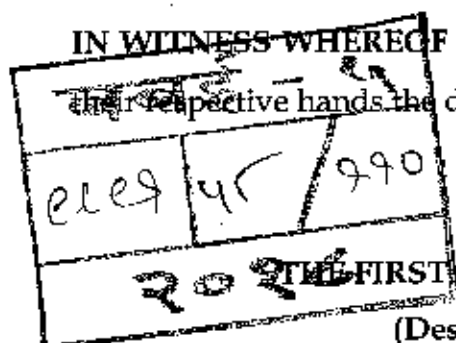
97. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

98. That the rights and obligations of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the law of India for the time being in force and the Courts in Mumbai will have the exclusive jurisdiction for this Agreement.

99. The Promoter states that it is assessed to Income tax and the Permanent Account Number allotted to them is AABCI6196D.

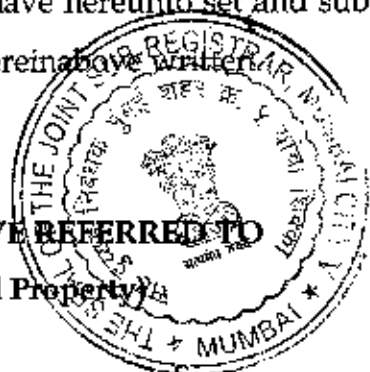
100. The Purchaser state/s that the he/she/it is assessed to Income tax and the Permanent Account Number allotted to the Purchaser is AAHCA3276A.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.



THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)



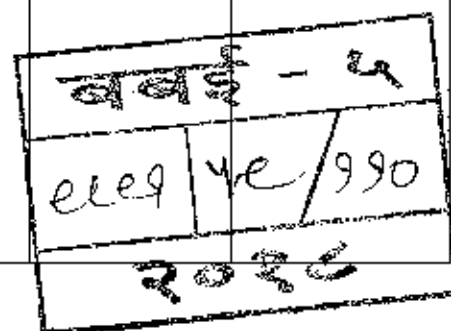
PROMOTER

PURCHASER/S

All that piece and parcel of land bearing Cadastral Survey Number 131 admeasuring 4898.49 square meters and Cadastral Survey Number 132 admeasuring 29040.34 square meters both together aggregating to 33938.83 square meters or thereabouts of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013 and undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4926.14 square meters or thereabout of Lower Parel Division within the limit of Mumbai Municipal Corporation and falling in 'G' South ward situated at Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 in aggregate admeasuring 38864.97 square meters or thereabouts. The said Properties are bounded as follows:

City Survey No.	Admeasuring	North	South	East	West
131, 132 & undivided portion of 1/132	33,938.83 sq. meters of land	Ganpatrao Kadam Marg	C.S. Nos. 135 & 136 Shah & Nahar Ind. Estate	CS No. 1/132 Podar Mills (Process House)	CS No. 133 Shah Thackerey Chawl

City Survey No.	Admeasuring	North	South	East	West
1/132	4926.14 sq. meters of land and undivided portion of the land bearing City Survey Number 1/ 132 admeasuring approx. 4926.14 square meters	Ganpatrao Kadam Marg	Gandhi Nagar	Drainage Channel Road CS No. 110	Bharat Textile Mills CS No. 131 & 132



THE SECOND SCHEDULE ABOVE REFERRED TO

Area covered under the external & internal walls and Pardis (Built up Areas) and staircase/s & lift/s, if any provided.

SIGNED AND DELIVERED

By the within named Promoter

INDIABULLS INFRAESTATE LIMITED

Through its Authorised Signatory

Mr. Sushil Jethalal Pattni

duly authorised vide its Board Resolution dated 4th September 2017

In the presence of...

1. D. Patil
2. Gandekar



Pattni



SIGNED AND DELIVERED by the

Within named Purchaser

For ANUSHNA ESTATES PVT. LTD.

Ashish Chandorkar
Authorised Signatory

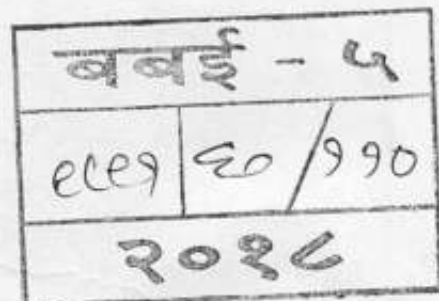
ANUSHNA ESTATES PVT. LTD.

ASHISH CHANDORKAR
(Authorised Signatory)



In the presence of...

1. D. Patil
2. Gandekar

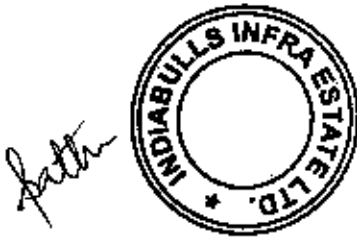


RECEIPT

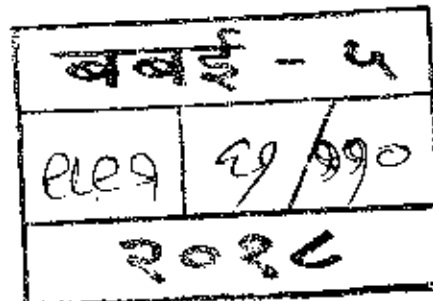
Received of and from the within named Purchaser/s, the sum of
Rs. 6,94,80,918 /- (Rupees Six Crore Ninety Four Lakh(s) Eighty
Thousand Nine Hundred and Eighteen Only) towards part of the
Sale Consideration /Purchase Price as within mentioned and
payable by the Purchaser to the Promoter on or before execution of
this Agreement.

WE SAY RECEIVED

For **INDIABULLS INFRAESTATE LIMITED**



Authorized Signatory



OFFICE: LHM PART
REGISTER NO. 210
Page No. 24

SHEET ISSUED FOR THE FORM AND ISLAND OF BOMBAY
Prepared under Section 262 of the Registration Act, 1908

Printed by: SHEET S. S. BOMBAY
Published by: SHEET S. S. BOMBAY

1. Sheet No.	2. Map of Survey or Locality	3. Street No.	4. Categorical Survey No.	5. Source	6. Area in Sq. Feet	7. Landmark Survey No.	8. Distances from the
414.487	WAKES ROAD	1040 5079 51.85	550	10438	50,700 SQ. FEET 1. 64799.5 2. 241324.1 3. 241324.1 4. 241324.1 5. 241324.1 6. 241324.1 7. 241324.1 8. 241324.1 9. 241324.1 10. 241324.1 11. 241324.1 12. 241324.1 13. 241324.1 14. 241324.1 15. 241324.1 16. 241324.1 17. 241324.1 18. 241324.1 19. 241324.1 20. 241324.1 21. 241324.1 22. 241324.1 23. 241324.1 24. 241324.1 25. 241324.1 26. 241324.1 27. 241324.1 28. 241324.1 29. 241324.1 30. 241324.1 31. 241324.1 32. 241324.1 33. 241324.1 34. 241324.1 35. 241324.1 36. 241324.1 37. 241324.1 38. 241324.1 39. 241324.1 40. 241324.1 41. 241324.1 42. 241324.1 43. 241324.1 44. 241324.1 45. 241324.1 46. 241324.1 47. 241324.1 48. 241324.1 49. 241324.1 50. 241324.1 51. 241324.1 52. 241324.1 53. 241324.1 54. 241324.1 55. 241324.1 56. 241324.1 57. 241324.1 58. 241324.1 59. 241324.1 60. 241324.1 61. 241324.1 62. 241324.1 63. 241324.1 64. 241324.1 65. 241324.1 66. 241324.1 67. 241324.1 68. 241324.1 69. 241324.1 70. 241324.1 71. 241324.1 72. 241324.1 73. 241324.1 74. 241324.1 75. 241324.1 76. 241324.1 77. 241324.1 78. 241324.1 79. 241324.1 80. 241324.1 81. 241324.1 82. 241324.1 83. 241324.1 84. 241324.1 85. 241324.1 86. 241324.1 87. 241324.1 88. 241324.1 89. 241324.1 90. 241324.1 91. 241324.1 92. 241324.1 93. 241324.1 94. 241324.1 95. 241324.1 96. 241324.1 97. 241324.1 98. 241324.1 99. 241324.1 100. 241324.1	1. Distances from the 2. Distances from the 3. Distances from the 4. Distances from the 5. Distances from the 6. Distances from the 7. Distances from the 8. Distances from the 9. Distances from the 10. Distances from the 11. Distances from the 12. Distances from the 13. Distances from the 14. Distances from the 15. Distances from the 16. Distances from the 17. Distances from the 18. Distances from the 19. Distances from the 20. Distances from the 21. Distances from the 22. Distances from the 23. Distances from the 24. Distances from the 25. Distances from the 26. Distances from the 27. Distances from the 28. Distances from the 29. Distances from the 30. Distances from the 31. Distances from the 32. Distances from the 33. Distances from the 34. Distances from the 35. Distances from the 36. Distances from the 37. Distances from the 38. Distances from the 39. Distances from the 40. Distances from the 41. Distances from the 42. Distances from the 43. Distances from the 44. Distances from the 45. Distances from the 46. Distances from the 47. Distances from the 48. Distances from the 49. Distances from the 50. Distances from the 51. Distances from the 52. Distances from the 53. Distances from the 54. Distances from the 55. Distances from the 56. Distances from the 57. Distances from the 58. Distances from the 59. Distances from the 60. Distances from the 61. Distances from the 62. Distances from the 63. Distances from the 64. Distances from the 65. Distances from the 66. Distances from the 67. Distances from the 68. Distances from the 69. Distances from the 70. Distances from the 71. Distances from the 72. Distances from the 73. Distances from the 74. Distances from the 75. Distances from the 76. Distances from the 77. Distances from the 78. Distances from the 79. Distances from the 80. Distances from the 81. Distances from the 82. Distances from the 83. Distances from the 84. Distances from the 85. Distances from the 86. Distances from the 87. Distances from the 88. Distances from the 89. Distances from the 90. Distances from the 91. Distances from the 92. Distances from the 93. Distances from the 94. Distances from the 95. Distances from the 96. Distances from the 97. Distances from the 98. Distances from the 99. Distances from the 100. Distances from the	



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LIBRARY OF THE
CITY OF BOSTON

15. Other _____

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IV. Results

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PAGE 06 OF 17
DATE: 9 FEB 83, 10:31AM PLEASE SEE PAGE 04 OF THIS
DECLASS.

Hand of Applicant: BALTIMORE TEXAS
Date of Application: 04/27/2015
Fee received: \$1,000.00
Reference of issue: 1023020452
Date of issue:

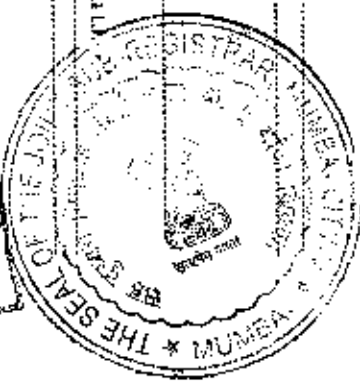
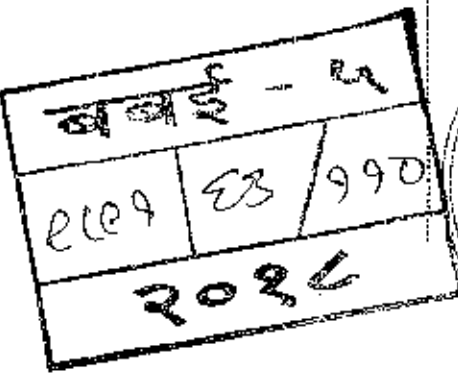
10-2 MAR 2019

1. Reproduction - 1/3 gametes more active in male
Note: This is often comp of the effect of a gamete which forms part of this species reprod
and the ratio of the gametes referred to is 100:1 in males.
Female and male gametes are 100:1 in males

~~Impassioned
City Square and Lindbergh~~



NOTE:- LAND REVENUE IS IN
ARREARS



Register No. 214
Part No. 15

NOTICE TO THE PUBLIC
The following is a list of the names of the persons who have been registered as owners of the land described in the following table.

Page No. 15
Vol. No. 15, 1900

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Section No.	5. Part No.	6. Area in Sq. Yds.	7. Landholder's Name	8. Collector's Name
451	WATER ROAD	1000 W. 1175 ST. ST.	111	17	30.000	1200. 1202. 1210	1200. 1202. 1210
					30.000	1200. 1202. 1210	1200. 1202. 1210

9. Name of Person for Special Interest	10. Name of Person for Special Interest	11. Name of Person for Special Interest	12. Name of Person for Special Interest
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13. Name of Person for Special Interest	14. Name of Person for Special Interest	15. Name of Person for Special Interest	16. Name of Person for Special Interest
17. Name of Person for Special Interest	18. Name of Person for Special Interest	19. Name of Person for Special Interest	20. Name of Person for Special Interest

21. Name of Person for Special Interest	22. Name of Person for Special Interest	23. Name of Person for Special Interest	24. Name of Person for Special Interest
25. Name of Person for Special Interest	26. Name of Person for Special Interest	27. Name of Person for Special Interest	28. Name of Person for Special Interest



बवई - ५
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1. Serial No.

2. Contention

REGD NO. 4402) PERFORMANCE 91.15.12.1996 FROM A 14 20.2 TR A 11
CEN. TO JUDGE OF MORTGAGE ON 21.1.1962 FIP ES. 15.19.1962 175
20/21.18.49.50/20.1.20.50/24.1.19 1961.

NAME of Applicant: BHARATSHAM KUMAR

Date of application: 22/02/2015

Fee received: Rs. 1500.00

Reference of issue: 0013202015

Date of issue:

2 MAR 2015

1. Rectangular "1" denotes show entry dated 1

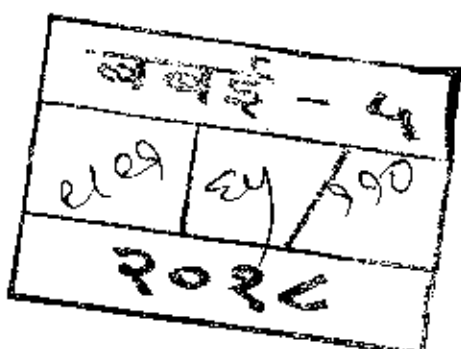
Note :- This is a true copy of the extract of C.S. Register which forms part of this office record

and the rest of the property referred to therein is 100-49 sq. meters.

FROM: JUDGE OF MORTGAGE FIRST DIST. PUNE FIRST REG. NO. 1115, 00131

Sub-Registrar

Amal City Survey and Land Records



Joint Sub-Registrar
Mumbai City
Page No. 97

Survey registered for the town and village of Bombay
District of Greater Bombay, State of Maharashtra and District of All India

Page No. 97
Mumbai City

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. District Survey No.	5. Name of the person who has been surveyed	6. Name of the person who has been surveyed
94.431	NAME ROAD	WOM 171, 171.00, 171.00	171.00	NAME ROAD	NAME ROAD

7. Name of Person in Municipal Ownership

8. Name of Person in Private Ownership

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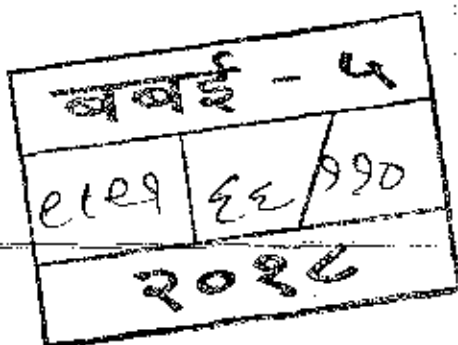
80. Name of Person in Private Ownership

81. Name of Person in Private Ownership

82. Name of Person in Private Ownership

83. Name of Person in Private Ownership

84. Name of Person in Private Ownership



8. Conclusions

[illegible][illegible]

Name of Applicant: SAROJE A. GOJARI
Date of Application: 28/04/2015
Fee received: Rs. 14400/-
Reference no issued: 2163602015
Date of issue: 29/04/2015

22 JUN 2015

Rambhadracharya and Lord Ranganatha

Superfintendea

[illegible]

वर्ग - ५	
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DHAVAL VUSSONJI & ASSOCIATES
Advocates & Solicitors

Ref. No. 597/ 2015

TO WHOMSOEVER IT MAY CONCERN

REPORT ON TITLE

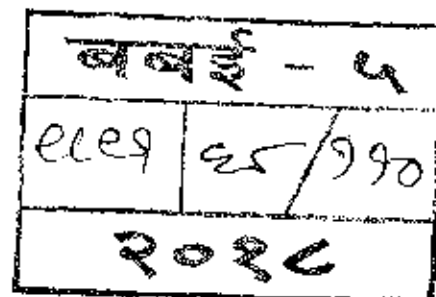
Re: (i) All that piece and parcel of land bearing Cadastral Survey Nos. 131 and 132 admeasuring 33,938.81 square metres or thereabouts ('First Property'), and (ii) all that piece and parcel of land bearing Cadastral Survey No. 1/132 admeasuring 9644.44 square metres or thereabouts ('Second Property'), situate, lying, and being at Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013. (The First Property and Second Property are referred to collectively as the 'said Property').

We have prepared this report on title on the basis of the documents and papers provided to us in respect of the said Property, including copies of some documents of title, certain land revenue records, and a search reports dated 2nd August, 2014 updated on 12th March, 2015, prepared by Mr. Nilesh Vagal with respect to a searches conducted in the office of the Sub-Registrar of Assurances in respect of the said Property, for the period extending from 1962 to 2015, ('said Search Report').

I. C.S. Nos. 131 and 132 admeasuring 33,938.81 square metres or thereabouts ('First Property'):

1. It appears from the Deed of Sale dated 16th December, 2010, bearing registration No. 9872 of 2010, recited hereinafter, that Edward Textile Mills Limited was well and sufficiently entitled to property bearing Cadastral Survey Nos. 131 and 132 of Lower Parel Division and admeasuring 33,938.81 square metres or thereabouts ('First Property'). By virtue of Section 3(1) of the Sick Textiles Undertaking (Nationalization) Act, 1974 ('Sick Undertakings Act'), the Edward Textile Mills undertaking located at Lower Parel, belonging to Edward Textile Mills Limited, vested in the Central Government on the 1st of April, 1974, whereupon it was immediately transferred to and vested in the National Textile Corporation Limited ('NTCL') in accordance with the provisions of the said Sick Undertakings Act.
2. By a Deed of Sale dated 16th December, 2010 executed between National Textile Corporation Limited (Western Region), therein referred to as the vendor of the one part and Indiabulls Infraestate Limited, therein referred to as the purchaser of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No. 9872 of 2010, NTCL Western Region conveyed the First Property to Indiabulls Infraestate Limited at or for the consideration mentioned therein.

805/806, DALAMAL TOWERS, 1st FLOOR, LOWER PAREL MARG, NARIMAN POINT, MUMBAI - 400 021.
Tel. : +91-22-6662 3535 Fax : +91-22-6662 3536 E-mail : dhaval@vussonjiassociates.com



3. By a Deed of Mortgage dated 18th September, 2012, executed between Indiabulls Infraestate Limited, the mortgagor therein, and IDBI Trusteeship Services Limited ('IDBI'), the mortgagee therein, and registered with the office of the Sub-Registrar of Assurances under Serial No. BBE-3/7864 of 2012, Indiabulls Infraestate Limited created a mortgage in respect of the First Property in favour of IDBI, as security for a term loan facility of Rs.600,00,00,000/- (Rupees Six Hundred Crore Only).

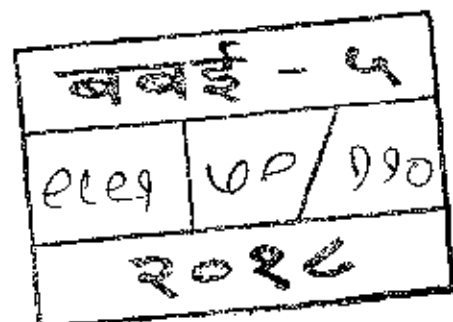
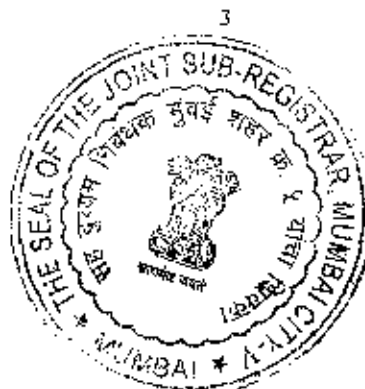
II. C.S. Nos. 1/132 admeasuring 9644.44 square metres or thereabouts ('Second Property'):

4. It appears from the Deed of Sale dated 16th December, 2010, bearing registration No. 9871 of 2010, recited hereinafter, that Podar Mills Limited was well and sufficiently entitled to property bearing, C.S No. 1/132 of Lower Parel Division situate lying and being at Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013 and admeasuring 9,664.44 square meters or thereabouts ('Second Property'). By virtue of Section 3(1) of the Textile Undertakings (Nationalization) Act, 1995 ('Textile Act'), the Podar Mills (Process House) textile undertaking located at Ganpatrao Kadam Marg, Bombay, belonging to The Podar Mills Limited, vested in the Central Government on the 1st of April, 1994, whereupon it was immediately transferred to and vested in the NTCL, in accordance with the provisions of the said Textile Act.
5. By a Deed of Sale dated 16th December, 2010, executed between NTCL Western Region therein referred to as the vendors of the one part and Indiabulls Infratech Limited, therein referred to as the purchasers of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No. 9871 of 2010, NTCL Western Region conveyed to Indiabulls Infratech Limited, the Second Property, at or for the consideration mentioned therein.
6. The Declaration cum Undertaking dated 25th February, 2013, executed by Indiabulls Infratech Limited, records that an equitable mortgage of the Second Property was proposed to be created in favour of IDBI, as security for Non-Convertible Debentures of the value Rs.300,00,00,000/- (Rupees Three Hundred Crore Only), issued by Indiabulls Real Estate Limited. We have seen Form 8 filed by Indiabulls Infratech Limited, with the Registrar of Companies, registering the aforesaid equitable mortgage in favour of IDBI. However, by a letter dated 30th January, 2015 addressed by IDBI Trusteeship Services Limited bearing Reference No. 4782/ITSL/OPL/2015, the said IDBI Trusteeship Services Limited gave its "No Objection" for release of charge on the Second Property and for filing the relevant forms towards satisfaction of charge



with the concerned Registrar of Companies. Further, we have been provided with Form No. CHG-4 recording the satisfaction of the aforesaid charge,

7. By a 'Handing Over and Taking Over Receipt' dated 13th September 2011, bearing Reference No. EE/BD/S. Div-III/MB/2237/2011 issued by the Mumbai Housing and Area Development Authority ('MHADA'), MHADA has accepted the surrender of an area admeasuring 1,938.12 square metres or thereabouts out of the Second Property.
8. By an 'Advance Possession Receipt' dated 11th November, 2011, bearing Reference No. TDR/C/GS-21 issued by the MCGM, MCGM has accepted the surrender of an area admeasuring 2,368.82 square metres or thereabouts out of the said Second Property, as required under the provisions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991.
9. By a Deed of Sale dated 31st January, 2015, executed between Indiabulls Infraetech Limited therein referred to as the vendors of the one part and Indiabulls Infraestate Limited, therein referred to as the purchasers of the other part and registered with the office of the Sub-Registrar of Assurances under Serial No. 1080 of 2015, Indiabulls Infraetech Limited conveyed to Indiabulls Infraestate Limited, a portion of the Second Property admeasuring 4926.14 square meters or thereabouts (after deducting 431.36 square meters or thereabouts of setback area), , forming part of the Second Property at or for the consideration mentioned therein.
10. We have caused searches to be carried out in the office of the Sub- Registrar of Assurances and we have been furnished with a Search Report in this regard. We note that save and except what has been recorded in Paragraph 3 of this report there are no registered documents evidencing creation of any adverse interest in the said Property.
11. We have conducted searches in the records of the Registrar of Companies on the website of the Ministry of Corporate Affairs, and the Index of Charges and we note that save and except what is recorded in Paragraph 3 of this report, there are no charges created by Indiabulls Infraetech Limited and Indiabulls Infraestate on the said Property.
12. We have been furnished with the Property Register Cards in relation to the said Property and we note that the name of Indiabulls Infraestate Limited is recorded as the owner of the First Property. The Property Register Card in respect of Second Property records the name of the Indiabulls Infraestate Limited as the owner in respect of an area admeasuring 4926.14 sq. meters. Further, the Property Register Card issued on 2nd March, 2015 in relation to the Second Property erroneously records the tenure of the Second Property as 'Foras' and bears a remark 'Land Revenue is in Arrears'.



However, we have been provided with a copy of a receipt dated 28th October, 2014 issued by the Office of the Collector, Mumbai which confirm that there are no arrears in land revenue and that the tenure of the land is noted as 'Land Tenure Abolished'. We have been informed by the representatives of Indiabulls Infratech Limited that they are in the process of getting the aforesaid remarks removed from Property Register Card.

13. On perusal of the Development Plan Remarks dated 15th January, 2010, bearing No. CHE/1092/DPCity/G/S pertaining to inter alia the First Property, and the Development Plans dated 18th December, 2009, bearing No. CHE/983/DP City/G/S pertaining to the Second Property, we note that:

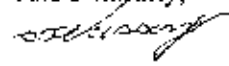
- (i) The said Property falls within a Special Industrial Zone (I-3); and
- (ii) The said Property is subject to a reservation for the purpose of widening of the existing roads, the extent of which is 779.61 square metres, as per the MCGM's Letter No. EEB/6282/Sur./City demarcating the Regular Road Line.

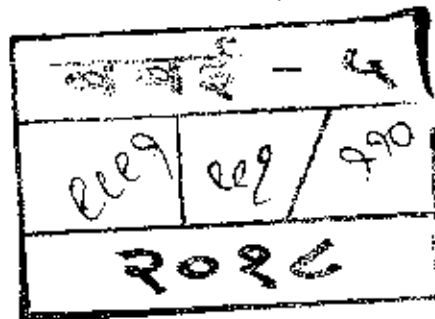
14. We have not issued notices to the public inviting claims to the said Property.

In the above circumstances and subject to the aforesaid, we note that the title of (i) Indiabulls Infraestate Limited to the First Property and an area admeasuring 4926.14 sq. meters forming part of the Second Property is clear and marketable and free from encumbrances; and (ii) Indiabulls Infratech Limited is the holder of the balance area admeasuring 4718.3 or thereabouts forming of the Second Property out of which an area of 431.36 square meters has to be surrendered towards the road set back, an area of 1,938.12 square metres has to be surrendered to MHADA and while an area of 2,368.82 square metres has to be handed over to MCGM as recited in Paragraph 7 and 8 to this report.

Dated this 16th day of April, 2015.

Yours faithfully,


Dhaval Vussonji and Associates
Advocates and Solicitors



मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)
**MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD**
(A MHADA UNIT)

**म्हाडा
MHADA**



No. EE/BD/S.Div-III/MB/2237/2011
Date:- 13/9/11.

Handing Over & Taking Over Receipt

On behalf of Mumbai Board, I Shri M. V. Jayaram, Deputy Engineer, Sub. Dn. No. III, Bandra Division of Mumbai Housing and Area Development Board have physically taken over possession of open plot at Lower Parel Division land bearing C.S.No-1/132 Situated at Poddar Mill, Process House, Ganpatrao Kadam Marg, Mumbai-400013. As per Chief Officer / M.H.A.D. Board's order's vide no.4513, dtd.12/09/2011.

The piece & parcel of land admeasuring about 1938.12 sq.mtr or there about being part of open plot situated at Lower Parel Division C.S.No-1/132 Situated at Poddar Mill, Process House, Ganpatrao Kadam Marg, Mumbai-400013. owned by M/s. India Bulls Infra Estate Ltd. The handing over & taking over receipt should be read with handing over and taking over plan signed on 13/09/2011.

On or towards East by - Drainage Channel road & shop line.

On or towards West by - MCGM R. G. Plot.

On or towards North by - Ganpatrao Kadam Marg.

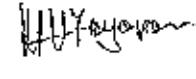
On or towards South by - MCGM R. G. Plot.

Handed over by

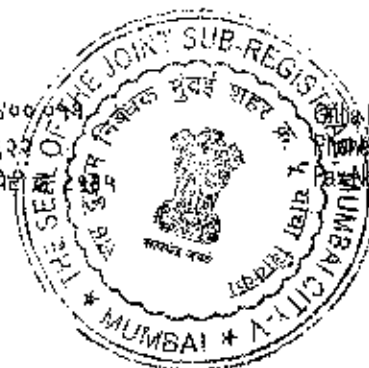

(Vipul Bansal)
Chief Executive Officer
M/s. India Bulls Infra Estate Ltd.



Taken over by


(M. V. Jayaram)
Deputy Engineer
Housing Bandra Sub Div.-III
Mumbai Board, MHADA.

गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५१
दूरध्वनी : ६६४०५०००, २६५९२८७७, २६५९२६२२
फॅक्स नं : ०२२-२६५९२०५८/२६५९०६६० पत्रपेदी

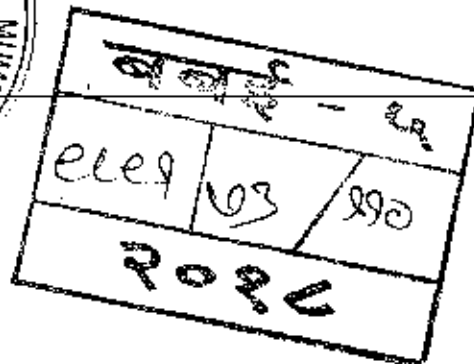
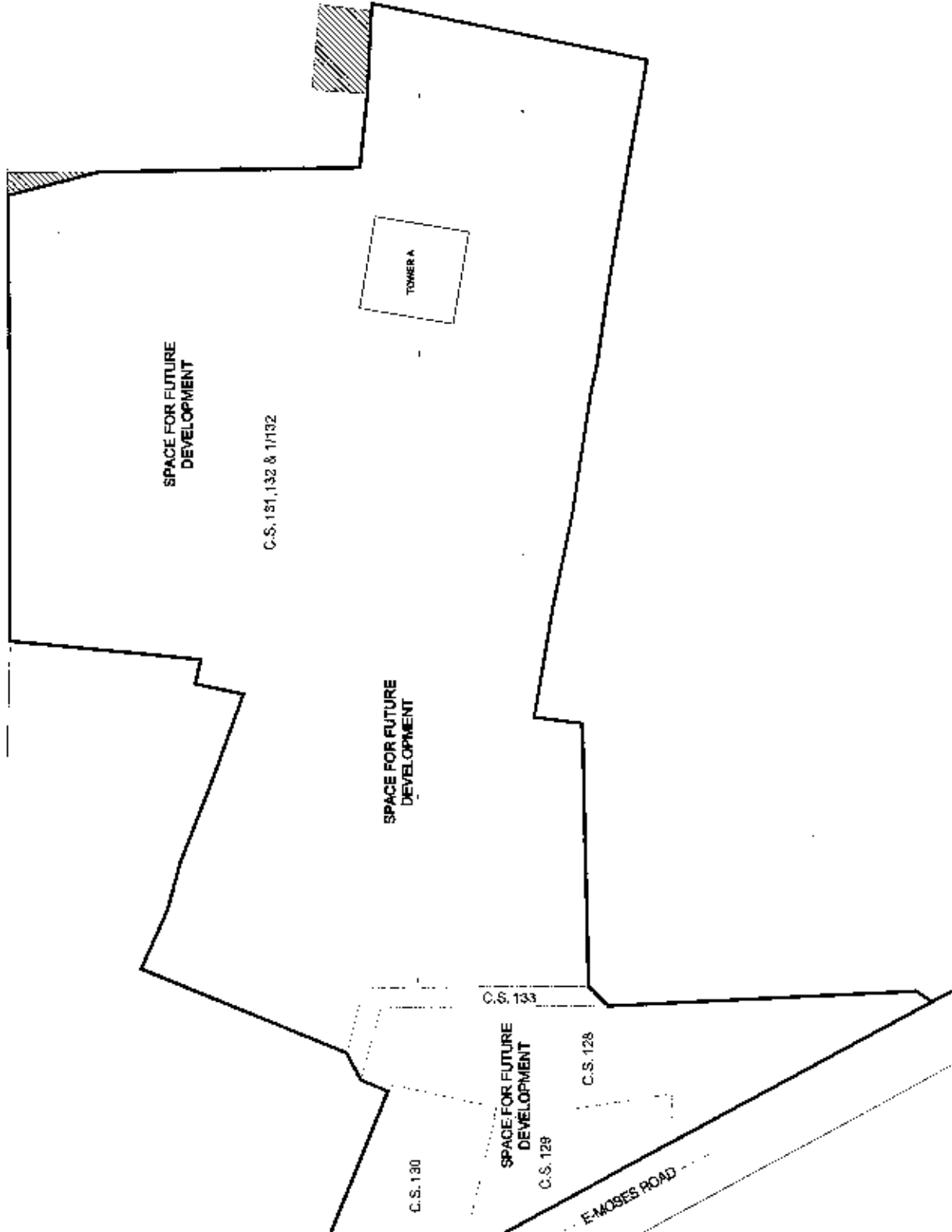


Office: Nirman Bhavan, Kalaragar, Bandra (East), Mumbai-400 051.
Phone : 66405000, 26592877, 26592622
Fax: 022-26592058 / 26590660 Post Box No. 8135

बव - ६	
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← GANPATRAO KADAM MARG →

ANNEXURE A1



Land parcel to be swapped/
exchanged with C.S. No. 125

PROPOSED TOWER A LOCATION @ INDIABULLS BLU

Annexure 'B'

Letter No. 3406/2010

EC-48

To: Sd/-
From: _____
In replying please quote No. _____
and date of this letter. _____

Ex. Eng. Bldg. Proposal (City) III
E Ward Municipal Offices, 3rd Floor,
10, S. K. Halizuddin Marg, Byculla,
Mumbai - 400 008.

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

EB/5918/GS/A
No. E.B./CE/ _____ BS/A _____ of 200 - 200

MEMORANDUM M/s. Indiabulls Infra-Estate Ltd,
Indiabulls Finance Center
Tower 1, 14th floor, S.B.Marg,
Elphinstone, Mumbai 400 013

Municipal Office.
Mumbai 25/7/2011

With reference to your Notice, letter No. 3406 dated 28.12.2010 and delivered on _____, 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at C.S.No.131, 132 & 1/132 of Lower Parel division furnished to me under your letter dated _____, 200. I have to inform you that I cannot approval 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 the of reasons:-

**1) 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).
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 and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.



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That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves on 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 24 July day of 2012 200 but not so as to contravene any of the provision of the said Act, as amended its 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.

Executive Engineer, Building Proposals,
Zone, City-III 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.

Under Section 68 of the said Act, the Commissioner has framed the following rules :-

Every person who shall erect or new domestic building shall cause the same to be built in such a manner as to be in accordance with the following rules :-

For houses than 3 feet (60 cms) above the ground the adjoining corner of the nearest point of the building from such building can be any point which is not less than 6 feet (180 cms) from the existing building on the same site.

For houses than 3 feet (60 cms) above the ground the adjoining corner of the building from such building can be any point which is not less than 6 feet (180 cms) from the existing building on the same site.

For houses than 3 feet (60 cms) above the ground the adjoining corner of the building from such building can be any point which is not less than 6 feet (180 cms) from the existing building on the same site.

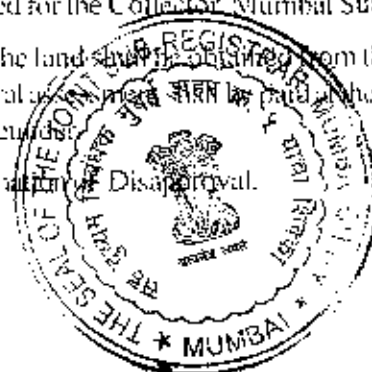
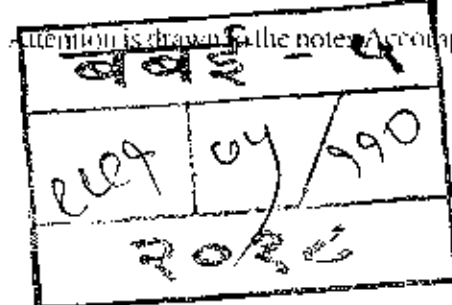
(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation 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) of the Bombay Municipal Corporation Act.

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

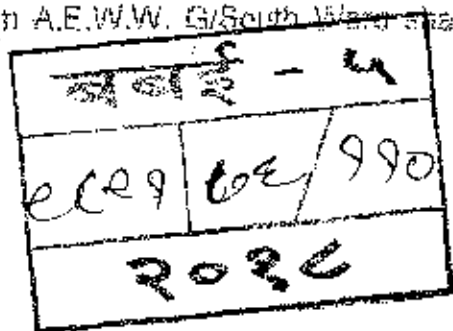
(8) Necessary permission for Non-agricultural use of the land should be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural use should be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.



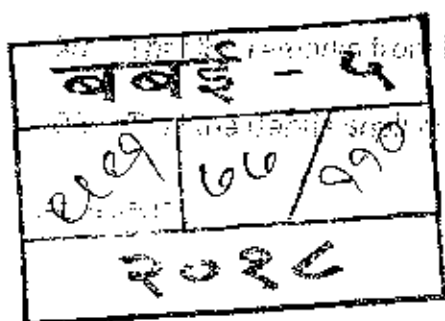
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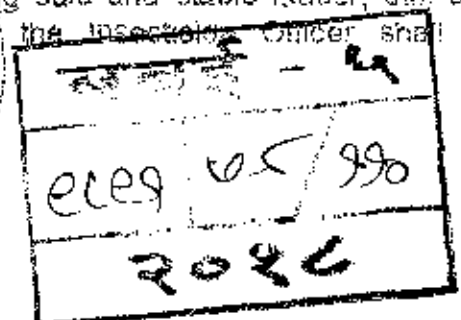
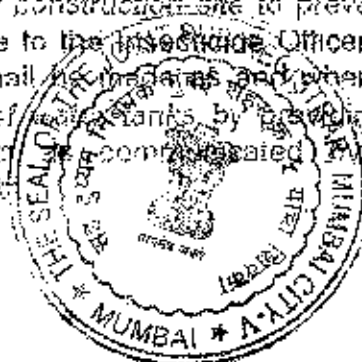
5. That the specifications for layout/ D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion 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) (ix)) 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 get approved before C.C.
13. 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.
14. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
15. That All Dues (Sanitation Certificate from A.E.W.W. G/South Ward shall not be submitted before issuing of C.C.)



16. That the true copy of the sanctioned last amended layout approved under Ho.EB/5787/GS/AL dated 4.8.2011 along with the T. & C. thereof will not be submitted before B.C.C.
17. That the premium/deposits as follows will not be paid -
 - a. Development charges as per M.R. & T.P. (Amendment) Act. 1992
 - b. Insecticide charges.
 - c. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges 'G/South' Ward.
18. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
19. That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulations in force.
20. That the N.O.C. from Tree authority shall not be submitted before asking for plot C.C.
21. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
22. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and allowed during the construction of work.
22. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.
24. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.
25. That the Regd. U/T against misuse of pocket terrace / part terrace / still shall not be submitted.
26. That the conditions mentioned in the letter from Member Secretary, Environment Department shall not be complied with.
27. That the forepath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
28. That the Indemnity Bond indemnifying the Registrar against disputes, liabilities, claims, arising out of ownership shall not be submitted.



31. That the board displaying the details of development of the work shall not be displayed at site.
32. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
33. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
34. That the copy of PAN card of the applicant shall not be submitted before C.C.
35. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
36. That the fresh P.R.Card in the name of owner shall not be submitted before C.C.
37. 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.
38. That the N.O.C. from E.E.T. & C. shall not be obtained for the parking before C.C.
39. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
40. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
41. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
42. That the precautionary measures to avoid nuisance due to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
43. That remarks from F.E. (M & E.) for ventilation shall not be submitted.
44. That the C.C. shall not be asked unless payment of advance for providing treatment of 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 construction site by providing safe and stable ladder, etc. and requirements as recommended by the Insecticide Officer shall be complied with.



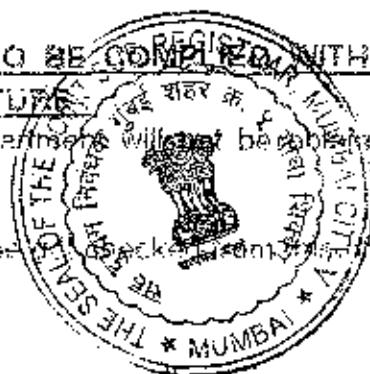
45. No main beam in a R C C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
46. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
47. 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 2.2.2005.
48. That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.
49. That the remarks regarding formation level from Road Department 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. 91 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.
53. That the conditions mentioned in the Labour N.O.C. issued u/No.LC/NOC/C.No.412011/Off-7 dated 9.3.2011 and LC/NOC/C.No.13/2011/Off-7 dated 10.3.2011 shall not be strictly complied with
54. That the conditions mentioned in the letter u/No.DI/IT/LOI/131-Indiabulls/293/2010/B-27774 dated 23.12.2010 and DI/IT/LOI/132-Indiabulls/292/B-27780 dated 23.12.2010 shall not strictly be complied with.
55. That the registered Private Pest Control Agency for providing anti larval treatment of the construction site shall be appointed.
56. That the N.O.C. from C.F.O. shall not be obtained before C.C.

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

1. That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.

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That the plot dimensions shall not be checked from the office before applying for further C.C. beyond plinth



3. 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.
4. That the elevation treatment plan shall not be submitted & got approved.
5. That the design of road crust and construction of roads upto sub base level shall not be submitted.
6. That the construction of road including storm water drain and footpath shall not be constructed.
7. 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.

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

1. That some of the drains will not be laid internally with C.I. Pipes.
2. That the dust-bin will not be provided as per C.E.'s circular No.CE/9297/II of 26-6-1978.
3. 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.
4. That the existing wall will not be covered with R.C.C. slab.
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.26.
10. That B.C.C. will not be claimed for refund and L.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 plot area shall not be less than 1000 sq. ft. and shall not be less than 1000 sq. ft.

2005/02/01

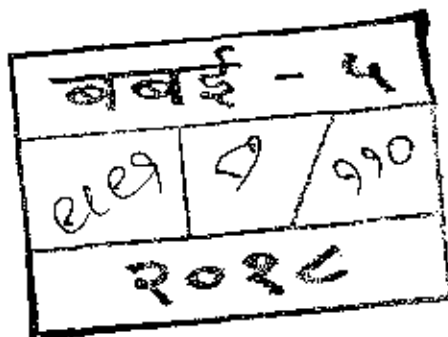


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12. That the Drainage completion certificate from (S.P.)(P&D) City for provision of Septic Tank/Soak pit will not be submitted.
13. That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted.
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. TFS-4307/396/CR-124/2007/UD-11 dated 6th June 2007 shall not be provided before applying for occupation permission.
20. That the recycling plant for waste water shall not be provided.

(iv) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE
Issue

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

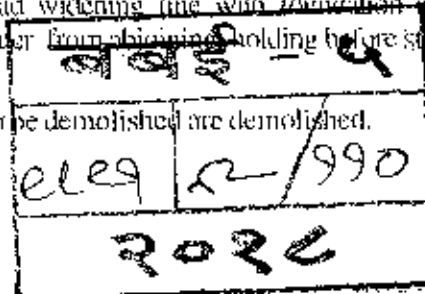


[Signature]
Executive Engineer
Building Proposals (City)-III

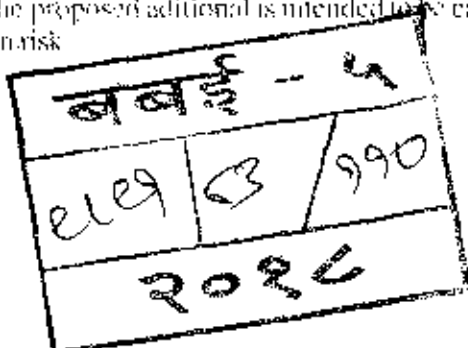


NOTES

- (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 boarding 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 boarding 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 on 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 annexed to the layout.
- (14) Recreational ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access 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 1.25 cubic meters per 10 sq. mtr. on show payment.
- (18) The compound wall or fencing should be constructed below the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's liability.
- (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 (b) (11) 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 of 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 portions of the bathans 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 cisterns shall be covered with a properly fitting mosquito proof lugged 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 pressed with screw or dome shape pieces (like a garden marigold) with copper pipes with perforations 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 on 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 pane glass for coping over compound wall.
- ~~32) The old manholes should be provided with proper covers and window openings.~~
- ~~33) The old manholes should be provided with proper covers and window openings.~~
- ~~34) The old manholes should be provided with proper covers and window openings.~~
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk



(Signature)

Executive Engineer, Building Proposals
City-III, Wards.

EB /5918/GS/A

MUNICIPAL CORPORATION OF GREATER MUMBAI

EB/5918/GS/A

12-10-7-2013

To,

M/s.Spaceage Consultants
Licensed Surveyor
B-106, Natraj Building
Mulund-Goregaon Link Road
Mulund (West),
Mumbai -400080

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

Sub : Proposed I. T. Park & residential building on
C.S. No. 131, 132 and 1/132 of Lower Parel
Division, Ganpatrao Kadam Marg, G/South
Ward, Mumbai.

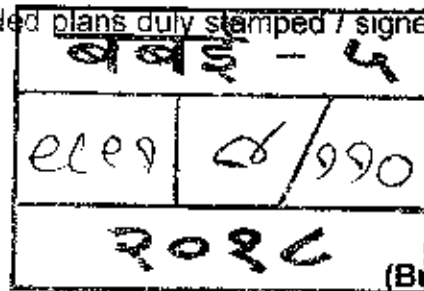
Ref : Your letter dated 3.5.2013

Sir,

With reference to above letter, this is to inform you that the amended plans submitted by you are hereby approved, subject to following conditions :-

1. That all the conditions of I.O.D. under even No. dated 25.7.2011 and amended approval letter dated 29.3.2012 and 7.1.2013 shall be complied with.
2. That the revised structural design / calculations / details / drawings shall be submitted before extending C.C.
3. That the final N.O.C. from C.F.O. shall be submitted before asking for occupation permission.
4. That the necessary N.O.C. from Civil Aviation Department before releasing C.C. above 175.0 M shall be submitted.
5. That the work shall be carried out strictly as per approved plans.

A set of amended plans duly stamped / signed are returned herewith as a token of approval.



Yours faithfully,

sd/-

Executive Engineer
(Building Proposal) City-I

EB/5918/GS/A

12-10-7-2013

Copy to :

1. M/s.Indiabulls Infraestate Ltd.
Indiabulls Finance Center, Tower 1
4th Floor, Ganapati Bapat Marg
Elnorinstone
Mumbai 400 919



Asst. Commissioner G/South Ward

Executive Engineer
(Building Proposal) City-I

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

No. EEBPC/ 5918/451A of 20/08/2012.

COMMENCEMENT CERTIFICATE

To,

M/S Indiabulls Infrastructure Ltd.
Indiabulls Finance Center, Tower-2
14th Floor, S.B. Marg
Elphinstone, Mumbai- 400013

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

Sir,

With reference to your application No. 8271 dated 28/12/2010 for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act, 1966, to carry out development for Proposed redevelopment on plot bearing C.S. No. 131, 132 & 1132 of Lower Panel Division known as Bharat & Yodan Mills and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. — on Plot No./C.S.No./C.T.S. No. 131, 132 & 1132 Division/Village/Town Planning Scheme No. Lower Panel Division Situated at Road/Street Gampatras Kadam Mark Ward 4/5 the Commencement Certificate/Building permit is granted on the following conditions :-

- 1) The land vacated in 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 laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & 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 sanction 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 for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under his in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.

P.T.O.

7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. R. E. Ghate
Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto 19/03/2013.

THIS C.C. ISSUED upto top of upper basement i.e. plinth for the portion marked hatch for wing A, B, C & D as per approved plan dtd. 25/07/2011

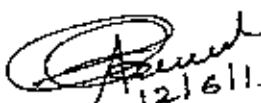
For and behalf of Local Authority
The Municipal Corporation of Greater Mumbai.


20/3/12
Assistant Engineer
Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

EB/5918/GS/A Dt 12-6-2013

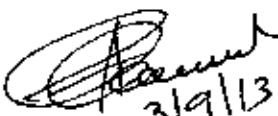
This C.C. is endorsed upto top of entire upper basement i.e. upto plinth level as per amended plan dt 7-1-2013


12/6/13
AEBPC-III

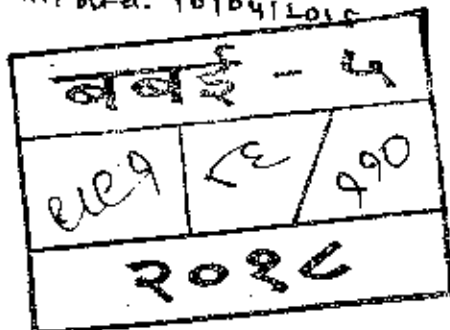
EB/5918/GS/A Dt. 03-9-13

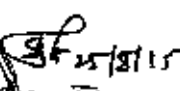
This C.C. is further extended as full C.C. for wing 'A & B' including LMR, upto 4th floor for wing 'C' and 4th floor for wing 'B' as per last approved amended plan dated 10/07/2013

EB/5918/GS/A dt. 25/08/15


31/9/13
AEBPC-III

This C.C. is endorsed as full C.C. for wing A, B & D and 4th floor for wing 'C' as per last approved amended plan dtd. 10/04/2015




25/9/15
AEBPC-VI

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
 No EB/5918/GS/A

COMMENCEMENT CERTIFICATE

To,
 M/s. Indiabulls Infraestate Ltd.
 Indiabulls Finance Centre, Tower 1, 14th floor, S.B.
 Marg, Elphinstone(W), Mumbai -13.

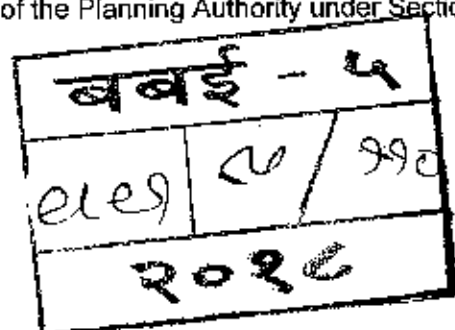
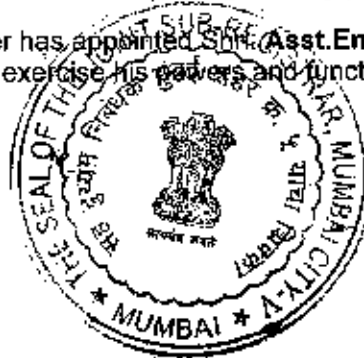
Sir,

With reference to your application No. **EB/5918/GS/A** Dated. **1/1/2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **1/1/2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **131,132** and **1/132** Division / Village / Town Planning Scheme No. **LOWER PAREL** situated at **GANPATRAO KADAM MARG Road / Street in G/South 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 VI G/South (Rajendra Anandrao Jadhav)** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



This CC is valid upto 19/3/2018

Issue On : 20/3/2012

Valid Upto :

19/3/2018

Remark :

This C. C. is issued upto top at upper basement i.e plinth for the portion marked hatch for wing A, B, C & D as per approved plan.

Approved By

EE BP City

Executive Engineer

Issue On : 31/1/2018

Valid Upto :

30/1/2019

Remark :

Approved By

Exe.Eng.(BP)City-I (Satish B. Gite)

Executive Engineer

Issue On : 1/2/2018

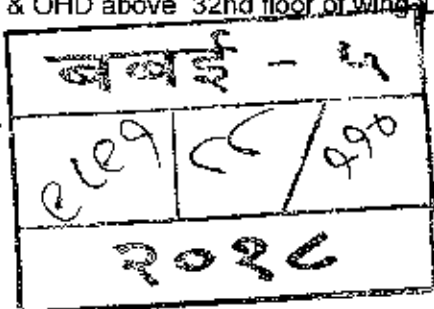
Valid Upto :

19/3/2018

Remark :

1)C.C is endorsed dt.12/6/13 upto top of entire upper basement i.e upto plinth level as per amended plans dt.7.1.13. 2)C.C is further extended dt.3/9/13 as full C.C for Wing A&B including LMR upto 43rd floor for Wing C, upto 47th floor for Wing B as per last amended plans dt. 10.7.13. 3) C.C is endorsed dt.25/8/15 as full C.C for Wing A,B & D and 47th floor for Wing C as per last amended plan dt.10.4.15. 4)Further CC is extended dt.21/3/17 upto top of 53rd floor of Wing 'C' including LMR OHWT over terrace. 5)CC is re-endorsed and further extended dt.20/9/17 for wing 'D' north side from 13th (pt) to 19th floors (in addition to earlier further CC for wing D south side upto 26th floor) as per amended plans dt.6.9.17. 6)C.C. is re-endorsed and extended upto 55th floors along with LMR & OHT of wing 'C' and C.C. upto 30th (pt.) floors & core of staircase, Lift/ lift Lobby, upto 32nd floor & LMR & OHD above 32nd floor of wing 'D' as per amended plans dt.22.1.18.

EB/5918/GS/A



Document certified by JADHAV
RAJENDRA ANANDRAO
<rajajadhav604@gmail.com>.

Name : JADHAV RAJENDRA
ANANDRAO
Designation : Assistant Engineer
Organization : Municipal Corporation of
Greater Mumbai
Date : 21/01/2018 5:37

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

Assistant Engineer . Building Proposal

City G/South Ward

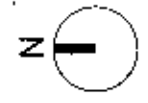
Cc to :

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



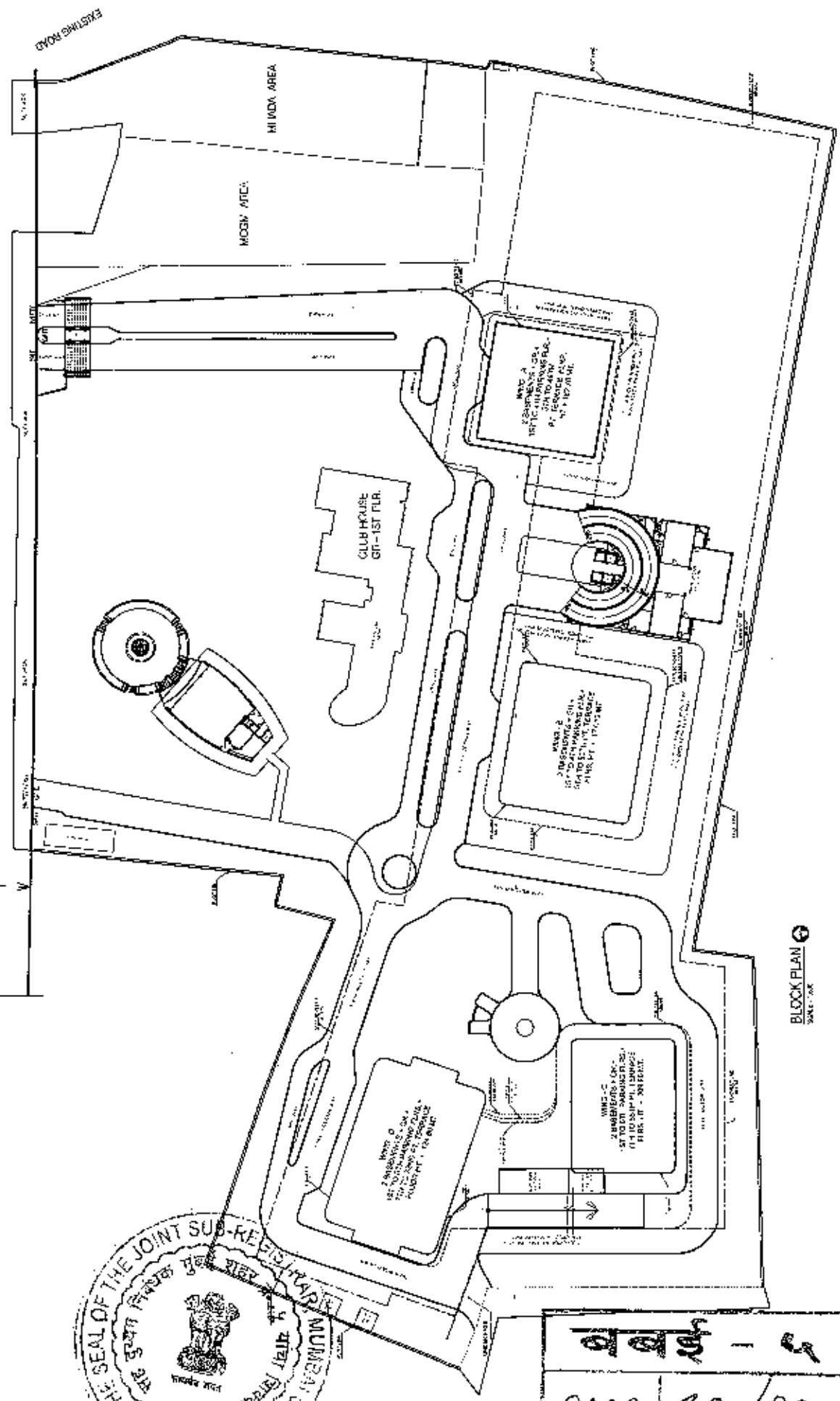
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EB/5918/GS/A

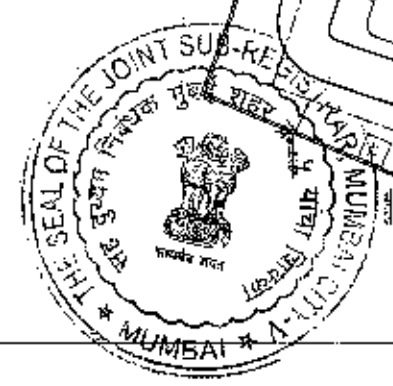


100' GANPATRAO KADAM MARG

170' SANCTIONED R.L.



CURRENT APPROVED PLAN - ANNEXURE C1



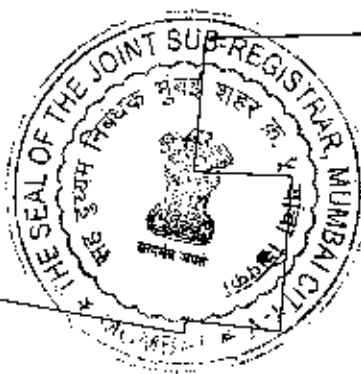
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← 100' GANPATHAO KADAM WAFG →

SITE RESERVED FOR
FUTURE DEVELOPMENT

SITE RESERVED FOR FUTURE DEVELOPMENT

TOWER - A



बवक - ५	
२०२५	११/११/२०२५

PROPOSED TOWER A LOCATION @ INDIABULLS - BLU

[illegible]

Annexure "F"

List of Amenities - BLU		
Apartment Finishes	Location	Specifications
	Fitted Doors	Main Entrance Door
	Safety Devices	Automatic Sprinkler System in each flat Gas / Fire Detector in Kitchen
Common Area Facility & Finishes	Entrance Lobby	Luxurious lobby with imported marble
	Typical Lobby	High quality flooring
	Facade	High performance glazing with ability to withstand wind pressure
	Lifts	High Speed Passenger & service elevators
	Other Amenities	Club equipped with Gymnasium/Fitness center, Indoor Games Area Landscaped Podium Children's Play Area
	Building Security	Advance building Security system including CCTV Access control in Public areas

VK
26/11/16

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[Handwritten mark]



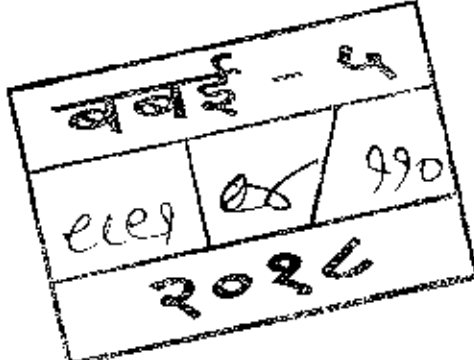
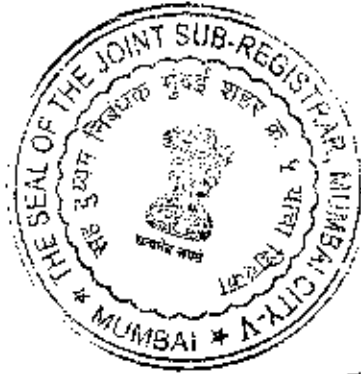
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elec	03/990
२०१६	

Annexure 'G'

Sr.No.	Installment Name
1	15% of Agreement Value On Booking
2	8% of Agreement Value payable by 30th June'16
3	9% of Agreement Value payable by 30th Sep'16
4	9% of Agreement Value payable by 30th Dec'16
5	17% of Agreement Value payable by 25th Jan'18
6	22% of Agreement Value payable by 25th June'18
7	20% of Agreement Value payable on offer of Possession

DR

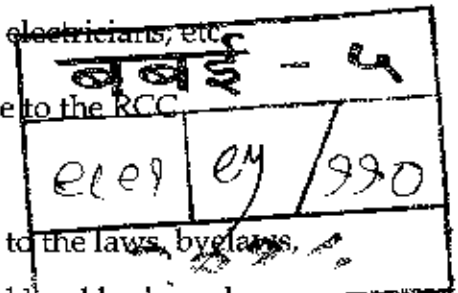
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ANNEXURE "H"

Terms and Conditions for the Fit Out

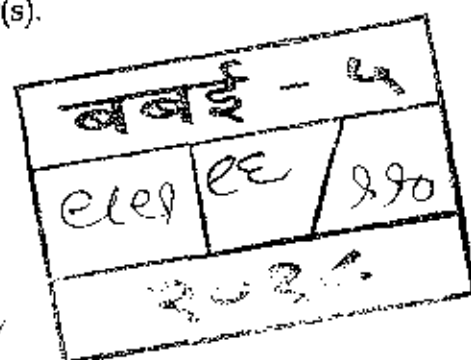
- a) The Purchaser shall deposit with the Promoter a refundable interest free security deposit of **Rs. 10,00,000/- (Rupees Ten Lakh(s) only)** ("Security Deposit") till the time such interior and fit out work in the said Apartment is completed and all debris / waste generated in the process are cleared by the Purchaser(s) to the complete satisfaction of the Promoter and acknowledges in the event the Purchaser(s) causes any nuisance or damage in or to the Building or any part thereof, or any other property of the Promoter or of its agents, the Promoter shall be entitled to deduct from such security deposit, such amounts as the Promoter deems appropriate for remedying such nuisance or damage caused by the Purchaser.
- b) The Purchaser(s) shall engage and appoint a contractor for carrying out such fit-out work and intimate to the Promoter the approximate date / time of completion of such work.
- c) The contractor so engaged shall strictly adhere to the sanctioned plans of the external elevation and internal layout of the Building as per the plan of the said Apartment and Building.
- d) The contractor so engaged shall comply with the plans and specifications approved by the Municipal Corporation.
- e) The contractor shall get the work executed only through licensed personnel such as plumbers, electricians, etc.
- f) The contractor shall not cause damage to the RCC members of the building.
- g) The Purchaser(s) shall strictly adhere to the laws, byelaws, rules and regulations of the concerned local body and authority and all authorities without in any way causing



[Handwritten signature]

any harm or nuisance to the users of all other apartments in the building.

- h) Complete waterproofing shall be done in water closets and bathrooms and kitchen so that there is no leakage in the Apartment, below the said Apartment or the outside walls of the said Apartment, and the Purchaser shall at all times be responsible to satisfactorily redo the waterproofing in case of any such leakage at their own cost.
- i) No work in, to or upon the said Apartment shall be done on any Sunday or Bank Holiday, and on other working days and it shall be done only between the hours of 9 am to 7 pm.
- j) The Purchaser(s) will ensure that no damage whatsoever is caused to any part of the building, and in the event of any damage to the building, the Purchaser(s) shall make good any damages caused thereby.
- k) The Purchaser(s) and the contractor shall indemnify and keep the Promoter indemnified against any loss and damage caused to/sustained by the Promoter on account of any breach by the Purchaser(s) or the contractor of any of the aforesaid conditions.
- l) The Purchaser(s) shall abide by the fit out guidelines that may be issued by the Promoter in such respects.
- m) The Purchase(s) shall not occupy the said Apartment and claim possession of the said Apartment given for the Fit-Out purpose until the Occupation Certificate in respect of the said Apartment and the Promoter has issued possession letter to the Purchaser(s).





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 8(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51900000469**

Project: **Indiabulls Blu Tower A Plot Bearing / GTS / Survey / Final Plot No.: 131, 132 at GSouth-400013, Ward GSouth, Mumbai City, 400013;**

1. **Indiabulls Infraestate Limited** 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 schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

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

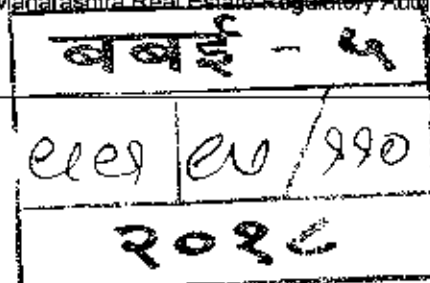
 - The Registration shall be valid for a period commencing from **18/07/2017** and ending with **31/12/2020** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the 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 Premchand Prabhur
(Secretary, MahaRERA)
Date: 7/18/2017 2:31:47 PM

Dated: **18/07/2017**
Place: **Mumbai**

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



IDBI Trusteeship Services Ltd

CIN : U65991MH2001GOI131154



No. 5388-ITSL/OPR/2018-19

5th September, 2018

Indiabulls Infraestate Ltd.
 Indiabulls Finance Centre,
 14th Floor, Tower 1,
 841, Senapati Bapat Marg,
 Elphinstone Road, Mumbai - 400013

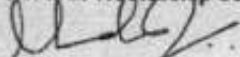
Sub: NOC for Sale of Units – Project Indiabulls Blu

We refer to Borrower's e-mail dated 24th August, 2018 requesting our consent for sale of flats in Indiabulls Blu Project mortgaged in our favour as debenture trustee for the benefit of Debenture Holders vide Debenture Trust Deed cum of Mortgage Deed dated 25th September, 2017 (the "Deed of Mortgage").

In this connection, based upon the e-mail confirmation dated 5th September, 2018 received from the Debenture Holders, we in our capacity as a Debenture Trustee hereby confirm that we have no objection to the sale of the flats detailed in Annexure I with the purchasers name and we hereby release our right, title, interest in respect of the property (ies) as per the Annexure I. Please note that this release is limited only to the extent of the flats mentioned in Annexure I and will not in any manner affect the mortgage created on the residual properties which would continue to remain charged as detailed in the aforesaid said Deed of Mortgage. This release shall take effect forthwith on borrower's execution of the agreement for sale with the purchasers.

Further, as the receivables from the said purchasers would stand charged in favor of IDBI Trusteeship Ltd. acting as a Debenture Trustee on behalf of Debenture Holder in accordance with the aforesaid Deed of Mortgage, consequently the issuer/ purchaser would be required to route all receipts of the proceeds only as per RERA Mechanism.

Yours Sincerely,
 For IDBI Trusteeship Services Ltd.

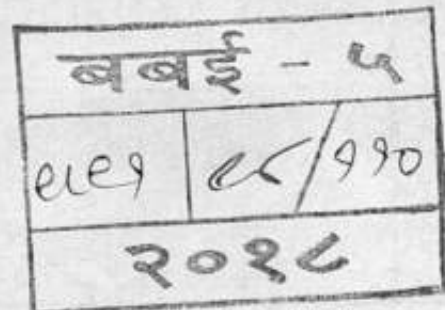

 Authorized Signatory

Annexure I

Sr No.	Flat	Name	Carpet Area (Sq. Ft.)	Agreement Value (Rs.)	Amount Received (Rs.)
1.	A-1403	Anushna Estates Private Limited	781.15	6,96,06,000/-	5,50,06,708/-

Disclaimer: (1) We understand that since the project is under construction, the carpet area mentioned above is subject to receipt of final approved plans.

(2) * The value of the above mentioned properties are as provided by the Issuer.



DATED THIS ____ DAY OF _____ 2018

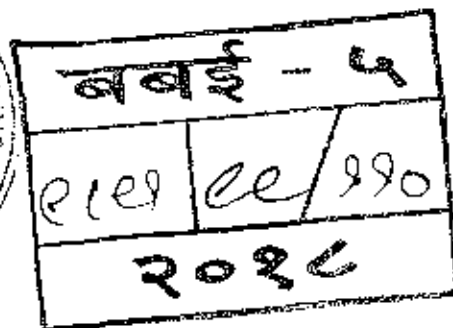
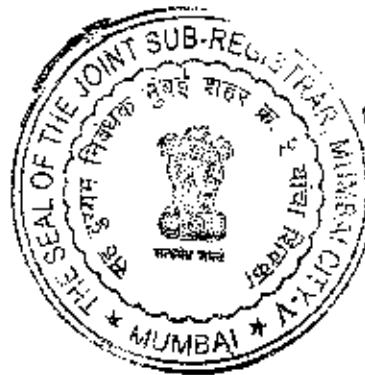
INDIABULLS INFRAESTATE LIMITED

Promoter

AND

Purchaser

AGREEMENT FOR SALE



Indiabulls

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION DATED 4th SEPTEMBER, 2017.

"RESOLVED THAT in supersession to all earlier authorizations given by the Board in this behalf, Ms. Vishakha Kapur and Mr. Sushil Pattni, as authorised signatories of the Company, be and are hereby severally authorised to sign and execute Flat Buyer Agreement(s)/Sale Agreement(s)/ Conveyance Deed(s)/Sale Deed(s)/NOCs/ Undertaking(s) and all other requisite application(s)/papers/ documents/deeds/affidavit etc. for sale of residential space at Company's Project named "the BLU" situated at Company's land at Lower Parel, Near Worli Naka, Mumbai 400013, and to represent/appear on behalf of the Company before the relevant authorities for the purpose of registration thereof before the Registrar/Sub-Registrar, as applicable and to do all such acts, deeds and things as may be deemed necessary in the matter.

RESOLVED FURTHER THAT the aforesaid authorised signatories of the Company, be and are hereby further severally authorized, to sign and execute MOUs/Agreements with various Banks/Finance Companies etc. for making available loans/finance to prospective buyers of aforesaid Residential space and also to sign and execute Tri-parite Agreement(s) and Permission to Mortgage, on behalf of the Company with Banks/Finance Companies and prospective buyers, on availing of such loan by the buyer.

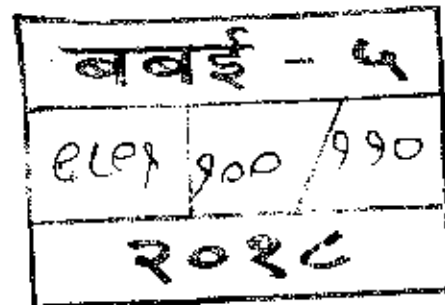
RESOLVED FURTHER THAT the aforesaid authorised signatories of the Company, be and are hereby further severally authorized, to sign all communications, to be made on behalf of the Company in aforesaid matters, including Demand Letters, Termination Notices, Forfeiture Notices, Cancellation of Property/Project Letters, Welcome Letters, NOC/ PTM / Bank Letters etc. as may be required.

RESOLVED FURTHER THAT any one of the Directors of the Company, be and is hereby authorized to sign and forward a certified true copy of this resolution to any person/authority, as may be required for giving effect to the above resolution."

for Indiabulls Infraestate Limited

Vishal

Vishal Damani
Director



Indiabulls Infraestate Limited

CIN: U70102DL2007PLC157384

Corp Off: "Indiabulls House" 448-451, Udyog Vihar, Phase-V, Gurugram-122016, Tel: (0124) 6681199 Fax: (0124) 3081111
Registered Office: M 62 & 63, First Floor, Cunningham Place, New Delhi - 110 001 Tel: (011) 30252900, Fax: (011) 30252901

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

INDIABULLS INFRAESTATE LIMITED



04/01/2007
Permanent Account Number

AABC16196D

20012007



बबई - ५	
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२०१८	

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AOBPP5497H

नाम / Name
SUSHIL PATTIN

पिता का नाम / Father's Name
JETHALAL PATTIN

जन्म की तारीख / Date of Birth
11/01/1970

हस्ताक्षर / Signature

17032017

Sushil



बबई - ५	
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२०१८	

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANUSHNA ESTATES PRIVATE LIMITED

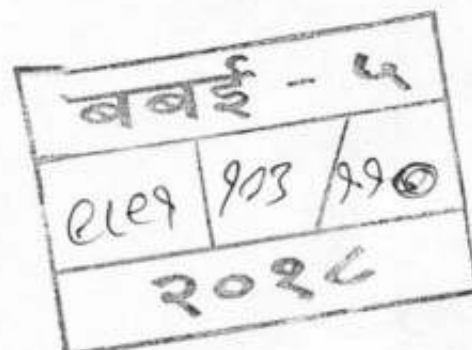


03/10/2008

Permanent Account Number

AAHCA3276A

25102008





Anushna Estates Private Limited

306, Lusa Tower, Azadpur Commercial Complex, Azadpur, Delhi-110033

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ANUSHNA ESTATES PRIVATE LIMITED HELD ON TUESDAY, THE 14TH DAY OF AUGUST, 2018 AT 11:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 306, LUSA TOWER, AZADPUR COMMERCIAL COMPLEX, DELHI-110033

The Chairman informed the Board that a residential flat may be purchased at Indiabulls Blu, A-1403, Tower A, Near Pensinsula Tower Worli, Lowerparel(West), Mumbai 400018, Maharashtra and further suggested that Mr. Ashish Chandorkar may be authorised for the above-said purpose.

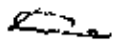
After due discussion, the following resolution was passed unanimously.

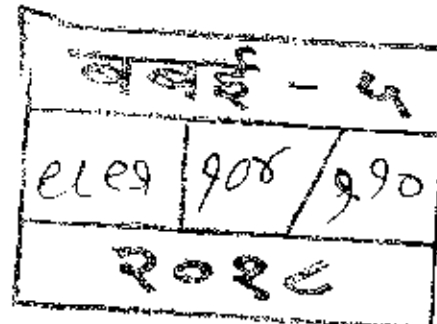
"RESOLVED THAT Consent of the Board of Directors of the Company be and is hereby accorded to purchase a residential flat situated at Indiabulls Blu, A-1403, Tower A, Near Pensinsula Tower Worli, Lowerparel(West), Mumbai 400018, Maharashtra ("the said Flat").

RESOLVED FURTHER THAT Mr. Ashish Chandorkar (Passport No. N3128968), be and is hereby authorised to negotiate and finalise acquisition of the said Flat on such terms and conditions as he may consider most appropriate and in the best interest of the company and authorised to execute and do registration of Agreement of Unit No. Indiabulls Blu, A-1403 on behalf of the company such documents and papers as may be required and to appear before such authorities as may be necessary for giving effect to the said deal and to attend to all matters incidental thereto."

Certified to be true

For Anushna Estates Pvt. Ltd.


Harvinder Pal Singh
Director
DIN: 00333754



आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
ASHISH CHANDORKAR		
RAMKRISHNA KASHINATH CHANDORKAR		
21/01/1974 Permanent Account Number AGCPC4375J		
		24 102005


Ashish Chandorkar
Ashish Chandorkar

"FOR THE PURPOSE OF KYC
ON BEHALF OF
SATIN CREDITCARE NETWORK LTD.
IN....."



बबई - ५	
६६५	१०५/११०
२०१८	

भारत सरकार
GOVERNMENT OF INDIA



डीपक बाबुरव नाईक
Deepak Baburav Naik
जन्म तिथि/DOB: 17/10/1988
पुरुष/ MALE

6387 4295 2887
VID: 9173 8540 6659 0693

मेरा आधार, मेरी पहचान

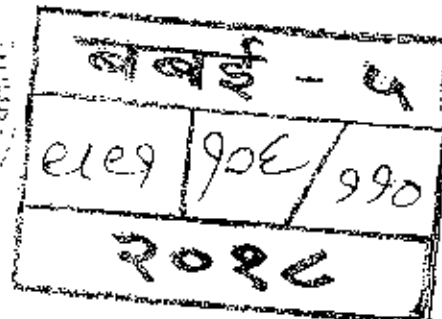
Drink

भारतीय पहचान प्रमाणिकरण
Unique Identification Authority of India

पता:
195, सतपाटी रोड, बामनी पार्क, बामनी पार्क,
भासपाटी, ठाणे
महाराष्ट्र - 401405

Address:
195, satpati road, near barmi pada, barmi
pada, Satpati, Thane,
Maharashtra - 401405

6387 4295 2887
VID: 9173 8540 6659 0693



THE UNION OF INDIA
MAHARASHTRA STATE MOTOR DRIVING LICENCE
 DL No. MH01 20100103240 DOB: 19-10-2010
 Valid Till: 18-10-2030 (NT)

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV	DDI
RCWG	19-10-2010
LMV	18-10-2010

DOB: 20-12-1893 BG:

Name: **RAHDEEP GADHEWAL**
 S/O of: **RAMCHANDRA GADHEWAL**
 A/c: **A1, EKTA PRASAD CO OP HSG SOC,**
P B MARG, SHIRAM NILL ESTATE,
LOWER PAREL, MUMBAI
 PIN: 400013

Signature & ID of Issuing Authority: **MH01 201026**

Signature/Thumb Impression of Holder

Rahdeep



बबई - ५	
६६९	१००/११०
२०१८	



बबई - ५	
६६९	१०८ / ११०
२०१८	

509/9891

सोमवार, 29 ऑक्टोबर 2018 5:06

म.नं.

दस्त गोषवारा भाग-1

बबई 5

दस्त क्रमांक: 9891/2018 902/990

दस्त क्रमांक: बबई 5 /9891/2018

बाजार मूल्य: रु.
2,66,74,039/-

मोबदला: रु. 6,96,06,000/-

भरलेले मुद्रांक शुल्क: रु.34,82,000/-

दु. नि. सह. दु. नि. बबई 5 यांचे कार्यालयात

अ. क्र. 9891 वर दि. 29-10-2018

रोजी 4:00 म.नं. वा. हजर केला.

पावती: 10617

पावती दिनांक:

29/10/2018

सादरकरणाचे नाव: अनुष्ठा इस्टेट्स प्रायवेट लिमिटेड
तर्फे ऑथोराईज सिग्रेटरी आशीष चांदोरकर

नोंदणी फी

रु.

30000.00

दस्त हाताळणी फी

रु.

2200.00

पृष्ठांची संख्या: 110

एकुण: 32200.00

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक, मुंबई-5

सह दुय्यम निबंधक, मुंबई-5

दस्तावा प्रकार: करारनामा

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

शिवका क्र. 1 29 / 10 / 2018 04 : 00 : 09 PM ची वेळ: (सादरीकरण)

शिवका क्र. 2 29 / 10 / 2018 04 : 02 : 23 PM ची वेळ: (फी)

प्रतिज्ञापत्र

* सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीत दाखल केलेला आहे. * दस्तऐवज संपूर्ण भजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत बोललेल्या कायदापार्यांनी तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर भाषावृत्तीत दाखल झाल्यामुळे ती संपूर्ण असे अग्रगण्य राहिल.

लिहून देणारे:

लिहून घेणारे:





29/10/2018 5 08:50 PM

दस्त गोषवारा भाग-2

बबई5

दस्त क्रमांक:9891/2018 9901990

दस्त क्रमांक :बबई5/9891/2018

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अनुष्ण इस्टेट्स प्रायवेट लिमिटेड तर्फे ऑथोराईज सिग्रेटरी आशीष चांदोरकर पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 306, लुसा टॉवर, ब्लॉक नं: आझादपुर कमर्शियल कॉम्प्लेक्स, रोड नं: दिल्ली, दिल्ली, उत्तर पश्चिम दिल्ली. पॅन नंबर:AAHCA3276A	लिहून देणार वय :-44 स्वाक्षरी:-		
2	नाव:इंडियाबुक्स इन्फ्राइस्टेट लिमिटेड तर्फे ऑथोराईज सिग्रेटरी सुशिल जे पटनी पत्ता:ए 62/63, 1 ला मजला, कॅनॉट प्लेस, न्यू दिल्ली, कनाट प्लेस, DELHI, CENTRAL DELHI, Non-Government. पॅन नंबर:AABCI6196D	लिहून देणार वय :-48 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:29 / 10 / 2018 04 : 03 : 30 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:संदीप - गढेवाल वय:31 पत्ता:41, एकता प्रसाद सोसायटी, पी.बी. मार्ग, लोअर परेल मुंबई पिन कोड:400013		
2	नाव:दिपक . नाईक वय:30 पत्ता:195 बामणी पाडा ठाणे पिन कोड:401405		

शिक्का क्र.4 ची वेळ:29 / 10 / 2018 04 : 04 : 53 PM

शिक्का क्र.5 ची वेळ:29 / 10 / 2018 04 : 05 : 05 PM

सह दुय्यम निबंधक, मुंबई-5

सह. दुय्यम निबंधक

Epayment Details.

मुंबई शहर क्र. 4

प्रमाणित करणेत येते की

दस्तामध्ये एकूण 990 पाने आहेत

पुस्तक क्र. १ मध्ये अ.क्र. बबई-५/१९९९/२०१८

नोंदला.

दिनांक २९/१०/२०१८

सह. दुय्यम निबंधक, मुंबई शहर-५

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9891 / 2018

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