पावती

Original/Duplicate नोंदणी क्रं. :39म

Regn.:39M

Thursday, December 14 ,2017 3:24 PM

पावती क्रं.: 13074

दिनांक: 14/12/2017

गावाचे नाव: कोलेकल्याण

दस्तऐवजाचा अनुक्रमांक: वदर4-10922-2017

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: घनश्याम धनजीभाई ढोलिकया

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 167 रु. 30000.00 रु. 3340.00

एकूण:

₹. 33340.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:29 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, अंधेरी-2

<del>दुष्टर्म निनेशक, अधेरी झा.</del> मुंबई उपनगर जिल्हा

बाजार मुल्य: रु.28913700 /-मोबदला रु.20430875/-

भरलेले मुद्रांक शुल्क : रु. 1446800/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005517115201718E दिनांक: 14/09/2017

बँकेचे नाव व पत्ताः

2) देयकाचा प्रकार: By Cash रक्कम: रु 3340/-

ON- 18/12/2017 MENT



14/12/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 2

WENTY RUPEE

दस्त क्रमांक: 10922/2017

नोदंणी: Regn:63m

गावाचे नाव: 1) कोलेकल्याण

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

20430875

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

28913700

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

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: 503,बी विंग. पाचवा मजला, इनसिग्निंया बिल्डिंग, सी.एस.टी.रोड, सांताकूझ पूर्व मुंबई-400058.--- सोबत 1 सिंगल कार पार्किंग ऑन पोडियम लेवल( ( C.T.S. Number : 5530A ,5530A 1 TO 3 ; ) )

(5) क्षेत्रफळ

1) 145.44 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-अल्ट्रा स्पेस डेव्हलपर्स प्रायव्हेट लिमिटेड चे संचालक बलविंदर सिंग मल्होत्रा तर्फे मुखत्यार निलेश वेद्रे वय:-30; पत्ता:-प्लॉट नं: ., माळा नं: 4, इमारतीचे नाव: एच.डी.आय.एल.टॉवर , ब्लॉक नं: बांद्रा पूर्व मुंबई , रोड नं: अनंत काणेकर मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400051 पॅन नं:-AABCU0294J

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

1): नाव:-घनश्याम धनजीभाई ढोलिकया वय:-48; पत्ता:-प्लॉट नं: 62-6, माळा नं: ., इमारतीचे नाव: मॉण्ट ब्लान्क बील्डींग, ब्लॉक नं: दादीसेठ हील, मुंबई, रोड नं: ऑगस्ट क्रांति मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400036 पॅन नं:-AARPD3389E

(9) दस्तऐवज करुन दिल्याचा दिनांक

14/12/2017

(10)दस्त नोंदणी केल्याचा दिनांक

14/12/2017

(11)अनुक्रमांक,खंड व पृष्ठ

10922/2017

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1446800

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

(14)शेरा

30000

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area

annexed to it.



# महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग मुल्यांकन अहवाल सन 209 ७-२८१८

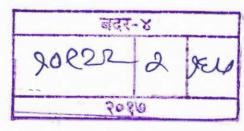
1.दस्ताचा प्रकार :- किरीवना मी अनुच्छेद क्रमांक 24 व
2.सादरकत्यीचे नाव:- धन श्याम धन जी भार हिलाके था
3.तालुका :- मुंबई / अंधेरी / बोरीवर्ली / कुर्ला
4.गावाचे नाव :- क्योलकुथा 01
5.नगरभुमापन क्रमांक/सर्व्हें क्र./अंतिम भुखंड क्रमांक :- <u>SS30A</u> SS30A 1 TO 3
6. मूत्य दरविभाग (झोन):- <u>3</u> \ उपविभाग <u>1728</u>
7.मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक
प्रति चौ मी्.दर:
8.दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- <u>145.44</u> काल्येन जिल्ले आहु पीटर / फूट
9. कारपार्किंग :- 1 Camandia गच्ची :- पोटमळ :- पोटमळ
10.मजला क्रमांक :- <u>पान्य वा मजला</u> उदवाहर सुविधा आहे / नीही
11.बाधंकाम वर्ष : घसारा:
12.बांघकामाचा प्रकार :- <b>आरआ</b> रसी / इतर पक्के / अर्धे पक्के एक्केन्स किन्
13.बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र.: ज्या जिल्ला हर्ट । वाढ
14.भाडेकरु व्याप्त मिळकत असल्यास1.त्याच्या ताब्यातील क्षेत्र(जुने क्षेत्र) :-
2.नवीन इमारतीत दिलेले क्षेत्र :-
3.भाडयाची रक्कम :-
15. लिव्ह ॲन्ड लायसन्सचा दस्त :-1 प्रतिगाह भाडे रक्कम :- 50000 - प्रदेश
निवासी/अनिवासी 2.अनामत रक्कम / आगावू भाडे : २०१७
3.कालावधी :-
16.निर्धारीत केलेले बाजारमूल्य :- <u>2,89,13,700</u>
17.दस्तामध्ये दर्शविलेली मोबदला :-
1) 145.44 × 184900+5 1 = 28236500 - { 28913,700  -
2) 13.95 × 184900 +5 11 × 25 11 = 677209
18.देय मुद्रांक शुल्क:- 1446800/— , भरलेले मुद्रांक शुल्क:- 1446800/—
19.देय नोंदणी फी:- 30,000
( gren
नाः दुव्यव निवयन



2 geio

		भूल्याकन	पत्रक (शहरी क्षेत्र - बांधीव			12/200 000 100
Valuation ID वदर4	2017121	43478		1	4 December 20	17,03:20:42 PM
म्ल्यांकनाचे वर्ष जिल्हा म्ल्य विभाग उप म्ल्य विभाग	2017 म्बई(उपनगर) 31-कोळेकल्याप 31/172Bरस्ता-					
सर्व्हे नंबर /न भू क्रमांक :	THE PERSON NAMED IN COLUMN					
,	<b>भार मृल्यदर रू.</b> नेवासी सदनिका 84900	कार्यालय 203400	द्काने 239100	औद्योगीक 184900	मोजमा चौरस	पनाचे एकक मीटर
	145.44चौरस मीटर	, मिळकतीचा वापर-	निवासी सदनिका	मिळकर	तीचा प्रकार-	बांधीव
	।-आर सी सी	मिळकतीचे वय-	0 TO 2व <b>र्ष</b>	मूल्यदर दर -	र/बांधकामाचा	Rs.184900/-
उद्ववाहन स्विधा-	आहे	मजला -	5th floor To 10th floor			
मजला निहाय घट/वाढ घसा-यानुसार मिळकतीच	ग प्रति चौ मीटर मु		मुल्यदर - खुल्या जमिनीचा दर ) 145-111800) * (100 / 100)		बुल्या जमिनीचा दर	( )
		= Rs.19414	15/-			
<ul> <li>म्ख्य मिळकतीचे म्ल्य</li> </ul>		= atlm प्रमाणे म् = 194145 * 145.4 = Rs.28236448.8/				
E) बंदिस्त वाहन तळाचे क्षे बंदिस्त वाहन तळाचे म्		- Rs.26250448.6/ 13.95चौरस मीटर = 13.95 * ( 19414 = Rs.677080.687:	15 * 25/100 )			
एकत्रित अंतिम मुल्य			ल्य - मेझॅनाईन मजला क्षेत्र मुल् मेनीवरील वाहन तळाचे मुल्य +			यं +
		C + D + E + F + G + F C + D + O + O + 6770				
	=Rs.289135					







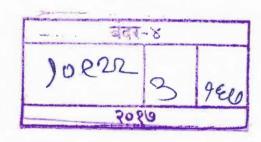


### CHALLAN MTR Form Number-6

GRN MH005517494201718E BARCOD			Date	e 19/09/2017-11:42:26 F	Form ID 25.2	
Department Inspector General Of Registration	on			Payer Details		
Stamp Duty		TAX ID (If	Any)			
Type of Payment Stamp Duty		PAN No.(If	Applicable)	AARPD3389E		
Office Name BDR18JT SUB REGISTRAR	ANDHERI 7	Full Name		GHANSHYAM DHANJIBHAI DHOLAKIA		
Location MUMBAI						
Year 2017-2018 One Time		Flat/Block	No.	5530A, 5530A 1 TO 3		
Account Head Details	Amount in Rs.	Premises/I	Building			
0030045501 Sale of NonJudicial Stamp	1446800.00	Road/Stree	et	Flat No. B/503		
		Area/Local	ity	Santacruz (East), Mumbai	i	
		Town/City/	District	CHE		
		PIN	1	State of the state	0 0 5 8	
		PAN2=AAB	CU02943~5	econdPartyNamp=ULTRA	STACE DEVELOPER	
		Amount In	Fourteen	Lakh Forty Six Thousand	Eight Hundred Rup	
Total	14,46,800.00	Words	ees Only			
Payment Details BANK OF MAHA	RASHTRA		FC	OR USE IN RECEIVING BA	ANK	
Cheque-DD Details		Bank CIN	Ref. No.	02300042017091916173	486237179	
Cheque/DD No.		Bank Date	RBI Date	19/09/2017-11:44:58	Not Verified with RBI	
Name of Bank		Bank-Brand	h	BANK OF MAHARASHT	RA	
Name of Branch		Scroll No. , Date Not Verified with Scroll				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुरयम निवंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे । नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही ।

Chart





90802 8 960



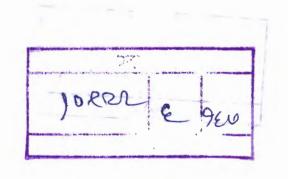
# CHALLAN MTR Form Number-6

GRN MH005517115201718E BARCODE			Dat	e 19/09/2017-11:36:47	Form ID	
Department Inspector General Of Registration				Payer Details		
Registration Fee		TAX ID (If	Any)			
Type of Payment Ordinary Collections IGR		PAN No.(If	Applicable)	AARPD3389E		
Office Name BDR18JT SUB REGISTRAR AND	HERI 7	Full Name		GHANSHYAM DHANJIB	HAI DHOLAKIA	
Location MUMBAI						
Year 2017-2018 One Time		Flat/Block	No.	5530A, 5530A 1 TO 3		
Account Head Details	Amount In Rs.	Premises/I	Building			
0030063301 Amount of Tax	30000.00	Road/Stree	et	Flat No. B/503		
		Area/Local	ity	Santacruz (East), Mumba	ai	
		Town/City/	District			
		PIN		4	0 0 0 5 8	
		Remarks (I PAN2=AAB PRIVATE L	CU0294J~8	Second Ranky Name - ULTR	A SPACE DEVELOPERS	
		Amount In	Thirty Th	o zan Rupese Only		
Total	30,000.00	Words		BURBAN DIST.	888	
Payment Details BANK OF MAHARASH	TRA		FC	OR USE IN RECEIVING B	ANK	
Cheque-DD Details		Bank CIN	Ref. No.	0230004201709191614	6 486234221	
Cheque/DD No.		Bank Date	RBI Date	19/09/2017-11:38:39	Not Verified with RBI	
Name of Bank		Bank-Brand	h	BANK OF MAHARASH	TRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll		

Mobile No. : Mot Available NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

90802 y PEU





## AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai, this 14 day of DECEMBER Two Thousand and Seventeen.

#### BETWEEN

ULTRA SPACE DEVELOPERS PRIVATE LIMITED, a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at 4<sup>th</sup> Floor, HDIL Towers, Anant Kanekar Marg, Bandra (East), Mumbai - 400051, hereinafter referred to as "PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in the title and assigns) of the ONE PART:

#### AND

MR. GHANSHYAM DHANJIBHAI DHOLAKIA an adult, Indian Inhabitants /NRI/ OCI/ PIO / a Partnership Firm/ Company / carrying on the business at / having its registered office at 62-6, MONT BLANC BUILDING, DADYSETH HILL, AUGUST KRANTI MARG, MUMBAI- 400036 hereinafter referred to as the "ALLOTTEE/PURCHASER," (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and included the partnership in the title and assign) of the OTHER PART.

#### WHEREAS:

- A. By and under a Deed of Conveyance dated 30 December 2009, registered with the Sub-Registrar of Assurances at Bandra, under Serial No. BD (1/2003/2009) entered into between one Firoz Tin Factory (therein referred to as "the Purchasers"), the Promoters purchased, the property being all the pieces and parcels of land or ground bearing CTS Nos. 5530/A admeasuring 9203 sq. mtrs., CTS No. 5530/A-1 admeasuring 119.30 sq. mtrs., CTS No. 5530/A-2 admeasuring 66 sq. mtrs., CTS No. 5530/A-3 admeasuring 486.50 sq. mtrs., admeasuring in the aggregate 9874.80 sq. mtrs., (as per the Property Register Card) situate, lying and being at Village Kole-Kalyan, Taluka Andheri, Santacruz (East) of Mumbai Suburban District, hereinafter referred to as "the said Larger Property", for the consideration and on the terms and conditions more particularly recorded in the said Deed of Conveyance dated 30 December 2009.
- B. Out of the said Larger Property, (1) land bearing CTS No. 5530/A/1 admeasuring 119.30 sq. mtrs., was reserved for road set back and the same has been handed over to the

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50813

Municipal Corporation of Greater Mumbai ("MCGM"), (2) land bearing CTS No. 5530/A/2 admeasuring 66 sq. mtrs, was reserved for road set-back and the same has been handed over to the MCGM, (3) land bearing CTS No. 5530/A/3 admeasuring 486.50 sq. mtrs., was reserved for Amenity Space and the same has been handed over to the MCGM. Thus, the property presently available for development out of the said Larger Property is admeasuring 9203 sq. mtrs., and is hereinafter referred to as "the said Property" and is more particularly described in the FIRST SCHEDULE hereunder written.

The Promoters intend to develop the said Property by constructing thereon a building/complex to be known as "INSIGNIA", having 6 (six) wings, viz. A, B, C, D, E and F, each of the wings shall have three levels of basements, lower ground, upper ground plus 13 (thirteen) upper floors (hereinafter collectively referred to as "the said Building") containing inter alia of residential and commercial Flats/Units. The Promoters intend to use all the Floor Space Index including Incentive FSI and fungible FSI ("FSI") Development Rights ("DR") and Transferable Development Rights ("TDR") available as per the except rules and regulations for the development of the said Building i.e. approximately 6,700 sq. mtrs. subject to the Promoters being exclusively entitled to take benefit of the increase in FSI, DR and TDR as per applicable rules and regulations during the development of the said Building. The entire development of the said Property of the present and future FSI, DR and TDR of/concerning the said Property development potential is hereinafter referred to as "the said Project" and the same shall be developed in accordance with the building rules and regulations and byelaws of the MCGM and the provisions of the Development Control Regulations, 1991 and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority as may be permitted and sanctioned from time to time in accordance with the said plans and permissions. The Purchaser has been informed by the Promoters that the 6 (six) wings of the proposed building are planned taking into account the FSI generated from the proposed public parking scheme. The Promoters shall be deemed to have fully completed its development on the said Property and all its rights will come to an end only when the said Project is completed and after the Promoters' entitlement to all the development potential including all the FSI, TDR, development rights etc. permitted to be utilized on the said Property has been fully utilized by the Promoters and not before that. Till the completion of the said Project the Promoters are solely and exclusively entitled to all the right, title and interest with respect to the said Property. Any reference made to the said Building in this Agreement shall mean a reference to the said Building and all the 6 (six) 90 Wings comprised in the sald Building.

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C.

- D. For the purpose of constructing the said Building, the Promoters have appointed Geotek Consortium as Geotechnical Consultant, GVS Architects & Associates as Architects, and J+W Consultants as Structural Consultants;
- E. M/s. Hariani & Co., Advocates and Solicitors have issued an Opinion on Title dated 15<sup>th</sup> March, 2010 read with Supplemental Opinion on Title dated 1<sup>st</sup> December 2015. Copies of the aforesaid Opinion on Title dated 15<sup>th</sup> March 2010, Supplemental Opinion on Title dated 1<sup>st</sup> December 2015 and Second Supplemental Title Certificate dated 15 May 2017 are hereto collectively annexed and marked as Annexure "B".
- F. The Promoters through their Architect have prepared and submitted plans to MCGM for approval of the said Building. MCGM, has issued its Intimation of Disapproval ("IOD") bearing No. CE/9501/BSII/AH dated 05 March 2010 which subsequently was amended on 11 January, 2011, 22 October, 2012, 5 August 2013, 26 March 2015, 30 July 2016 and 17 April 2017 respectively. Subsequently, MCGM has also issued the Commencement Certificate ("CC") No. CE/9501/BSII/WS/AH/AK dated 1 July 2010 which was subsequently endorsed on 02 February, 2011, 28 January, 2013, 17 May 2013, 12 June 2013, 14 August 2013, 27 May 2014, 5 February 20 (5) 19 April 2015, 17 July 2015, 4 August 2016, 14 February 2017 and 18 April 2017 in respect of the laid Building. Hereto annexed and marked Annexure "C" and Annexure "D" respectively are copies of the I.O.D. (issued from time to time) and CC (issued from time to time).
- G. The Promoters have availed a working capital construction of Rs 200.00 (6,000/c) (Rupees Two Hundred Crore only) from the State Bank of India way of India and Mortgage dated 24 March 2017 and the Promoters herein have mortgaged the said Property to the State Bank of India, on the terms and conditions more specifically stated therein.
- H. Copies of following documents are attached hereto:
  - Sanctioned Layout Plan of the said Property (Annexure "A")
  - II. Opinion on Title dated 15<sup>th</sup> March, 2010 read with Supplemental Opinion on Title dated 1<sup>st</sup> December, 2015 and Second Supplemental Title Certificate dated 15 May 2017 relating to the said Property both issued by Mis Harlani & Co. Advocates & Solicitors. (Annexure "B")
  - III. I.O.D. No. CE/9501/BSII/AH dated 05 March 2010, 11 January, 2011, 22 October, 2013, 5 August 2013 and 26 March 2015, 30 July 2016 and 17 April 2017 (collectively **Annexure "C"**)
  - IV. Commencement Certificate No. CE/9501/BSII/WS/AH/AK dated 1 July 2010 which was subsequently endorsed on 03 February, 2011, 28<sup>th</sup> January, 2013, 17

May 2013, 12 June 2013, 14 August 2013, 27 May 2014, 5 Feb 2015, 16 April 2015, 17 July 2015 and 4 August 2016, 14 February 2017 and 18 April 2017 (Annexure "D")

- V. Property Register Cards (Annexure "E")
- VI. The floor plan of the said Flat [as defined hereinafter] (Annexure "F")
- VII. Plan showing the right of way created by the Promoters under the said Deed of Right of Way dated 11 August 2016 (Annexure "G")
- VIII. Copy of the MAHARERA Registration Certificate of Project (Annexure "H")
- I. The Promoters have constructed and handed over certain car parking spaces/area to the extent of 20450 sq. mtrs. to the MCGM towards Public Parking Lot in accordance with the applicable law for public use. These car parking spaces for public use have been provided in the three basement levels and the lower ground floor level of Wings A, and D of the said Building. The building designs have provided separate ramps for three parking spaces earmarked for public use. By and under a registered Deed of Right of Way dated 11 August 2016, the Promoters have granted in favour of MCGM a 6 mtrs. wide right of way for ingress and egress from 45.75 mtrs. wide existing D.P. Road to the 5% Amenity Space situate on CTS No. 5530/A/3 so as to enable the persons availing the use of the car parking spaces marked for public use to access the same. A plan showing the right of way created by the Promoters under the said Deed of Right of Way dated 11 August 2016 is annexed hereto and marked as ANNEXURE "G".
- J. In the premises aforesaid the Promoters have the sole and exclusive right to sell and allot flats in the said Building known as "INSIGNIA", to be constructed by the Promoters on the said Property and to enter into Agreements and receive the sale price in respect thereof.
- K. The Promoters have registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act") with the Real Estate Regulatory Authority (hereinafter referred to as "the Authority") bearing registration No. P51800002313;
- L. The Purchaser has demanded inspection of documents from the Promoters and the Promoters have given inspection of all the documents including originals available with them to the Purchaser that have been furnished to the Authority for registration of the said Project which are also available for review on the website of the Authority. In addition to the aforesaid documents, the Promoters have given inspection to the Purchaser of all the documents of title relating to the said Property available with the

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Promoters. The Purchaser has satisfied himself/herself about the nature of the title of the said Property and entitlement of the Promoters to develop the said Property as also the right and authority of the Promoters to undertake the said Project as also the right of the Promoters to sell the units in the said Building, to be constructed on the said Property and has agreed not to further investigate and/or raise any requisitions on or objections to the same.

- M. The Purchaser, being fully satisfied in respect of the title of the Promoters to the said Property including the right of the Promoters to develop the said Property and being desirous of acquiring a flat in the said Building, to be known as "INSIGNIA" to be constructed on the said Property, has approached the Promoters to sell and/or allot to him/her/them Flat No. 503 admeasuring 121.20 sq. mtrs Carpet area on 5th Floor of "B" Wing, hereinafter referred to as the "said Flat/ said Apartment" and more particularly described in the SECOND SCHEDULE hereunder written as shown in green colour boundary line on the plan annexed hereto as "Annexure "F". Accordingly at the request of the Purchaser, the Promoters have agreed to allot and the Purchaser has agreed to acquire the said Flat at and for a total consideration of Rs. 1620875; (Rupees Two Crores Four Lakhs Thirty Thousand Eight Hundred Seventy Five Only) (Vereyafter referred to as "the Sale Price") and on the terms and condition as appearing heteinafter.
- N. Prior to the execution of these presents, the Purchaser has peid to the Promoters a sum of Rs.15637685/- (Rupees One Crore Fifty Six Lakhs Thick Seven Thousand Six Hundred Eighty Five Only) being part payment of the Sale Price herein payable for the said Flat to be sold by the Promoters to the Purchaser as advance payment or deposit (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Purchaser has agreed to pay the Promoters the balance of the Sale Price in the manner set out hereinafter in this Agreement.
- O. Under section 13 of the said Act, the Promoters are required to execute a written Agreement for Sale of the said Flat with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908. The Purchasers have entered into this Agreement with full knowledge of all the terms and conditions contained in the documents, papers, plans, orders, schemes, etc with respect to the said Property and the said Project.
- P. The Parties are now desirous of recording the terms and conditions agreed upon between them in the manner hereinafter appearing.



NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED. DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1. All the aforesaid recitals shall form an integral part and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.
- 2 The Promoters shall develop the said Property by constructing the said Building to be known as "INSIGNIA" having 6 (six) Wings, each of the Wings shall have three levels of basements, lower ground, upper ground plus 13 (thirteen) upper floors (hereinafter collectively referred to as "the said Building"), to be constructed on the said Property being the piece and parcel of land described in the FIRST SCHEDULE hereunder written, in accordance with the plans and specifications as sanctioned by the Municipal Corporation of Greater Mumbai and other statutory authorities as required under law from time to time. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed cerned local authority/ies and/or Government bodies at the time of sanction of he said plans or thereafter. The entire development of the said Property including constructing the laid Building thereon having 6 (six) wings and the Promoters utilizing all the permitted present and future FSI, FAR, Development Rights and TDR on the said Property is hereinafter referred to as "the said Project" and the same shall be developed in accordance with the building rules and regulations and bye-laws of the MCGM and the provisions of the Development Control Regulations, 1991 and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority as may be permitted and sanctioned from time to time in accordance with the said plans and permissions. The Promoters shall be deemed to have completed its development on the said Property and all its rights will come to an end only when the said Project is fully completed and after the Promoter's entitlement to all the development potential including all the FSI, TDR, development rights etc. permitted to be utilized on the said Property has been fully utilized by the Promoters and not before that.
- 3. The Purchaser hereby agrees to purchase and acquire from the Promoters and the Promoters hereby agrees to sell to the Purchaser, Flat No. 503 admeasuring 121.20 sq. mtrs. Carpet area (hereinafter referred to as the "said Flat/said Apartment") on the 5th Floor of "B" Wing, (bereinafter referred to as "the said Wing") comprised in the building "INSIGNIA" to be constructed on the said Property on the terms and conditions and at and for the Sale Price of Rs.20430875/- (Rupees Two Crores Four Lakhs Thirty 90 2 Thousand Eight Hundred Seventy Five Only) including Rs.102125/- (Rupees One Lakh Two Thousand One Hundred Twenty Five Only) being the proportionate price of

the common areas more particularly described Firstly in the THIRD SCHEDULE hereunder written and facilities appurtenant to the said Flat more particularly described Secondly in the THIRD SCHEDULE hereunder written, payable by the Purchaser to the Promoters, in the manner hereinafter appearing (hereinafter referred to as the "Sale Price"). The said Flat is more particularly described in the SECOND SCHEDULE hereunder written and shown in green colour boundary line on the Floor plan annexed hereto and marked as Annexure "F"

- 4. The said Flat shall have facilities appurtenant thereto as listed out Secondly in the THIRD SCHEDULE hereunder written and as shown highlighted by red color boundary line in the Floor Plan annexed thereto and marked as Annexure "F".
- The Promoters hereby agree to allot to the Purchaser ONE SINGLE CAR PARKING ON PODIUM LEVEL number of car park/s in the said Project ("the said Car Park").
- The said Sale Price shall be paid by the Purchaser to the Promoters in the Nowing manner:
  - (i) The Purchaser has paid on or before execution of this Agreement a sum of Rs.15637685/- (Rupees One Crore Fifty Six Lakes Thirty Sevent Housand Six Hundred Eighty Five Only) (the payment and receipt whereof the Promoters do hereby admit and acknowledge and acquit, releating the Purchaser from the payment and receipt thereof and every part thereof) as advance payment or application/allotment fee for the said Flat and the Purchaser hereby agrees to pay to the Promoters the balance amount of Rs.4793190/- (Rupees Forty Seven Lakes Ninety Three Thousand One Hundred Ninety Only) together with the applicable Service Tax, VAT, GST etc. in the following manner:-

Sr. No.	Milestone	Said Sale Price/ Consideration Payable	Service Tax	VAT	GST
ì.	At the time of offering possession of the said Flat	Rs.4691065/-			Rs.562928/-
	to the Purchaser (on or after receipt of Occupancy Certificate).		goer	८ १०	98.6
ii.	Common Area charges against Club House	Rs.50000/-	२०१७		Rs 6000/-
iii.	Development charges	Rs.52125/-			Rs.6255/-

In addition to the said Sale Pricend the StatutoryCharges a (defined hereinafter), the
 Purchaser shall pay all other amounts mentioned herein including the amounts

mentioned in Clause Nos. 39 and 40 as recorded hereinafter. Time as to payment shall be of the essence and without prejudice to the other remedies available to the Promoters, the Purchaser shall be liable to pay interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by the Act and Rules thereof on all delayed payments from the due date till the date of payment thereof.

8. The said Sale Price is subject to escalations/increases due to increase on account of development charges, land under construction charges, costs or levies etc. payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in such charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation /other document/ published/ issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser, which shall be collected from the Purchaser during on subsequent payments.

Provided further that at the time of handing over the possession of the said Flat, if any such challan/ certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters upon the Purchaser shall pay equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters of 2 (two) months, the Promoters shall be entitled to forfeit the said deposit and appropriate the same.

10. The Sale Price as also all other amounts payable by the Purchaser under these presents are exclusive of all other taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, GST and cess or any other similar tax some of which are shown in Clause 6 and which may be levied in connection with the construction of and carrying out the said Project) on account of the transaction contemplated herein. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including but not limited to service Tax, GST, Swacch Bharat Cess, Krishi Kalyan Cess, land under construction tax and Value Added Tax (VAT), LBT and/or Sales Tax and/or Works Contract Tax., and/or all other

direct / indirect taxes /duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies and/or any increases thereof ("Statutory Charges") under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of said Flat and/or the transaction contemplated herein and/or in respect of the consideration and/or the other amounts are payable by the Purchaser alone. The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoters shall be paid by the Purchaser on demand made by the Promoters within 15 (fifteen) days from the said demand, and the Purchaser/s shall indemnify and keep indemnified the Promoters from and against the same. These Statutory Charges shall be borne and paid by the Purchaser alone and the Promoters shall not be liable, responsible and/or required to bear and/or pay the same or any part thereof. The transfer of property in the said Flat shall take place only upon payment of all amounts as contemplated in this Agreement.

- 11. The Purchaser shall also fully reimburse the expenses that may be incurred by the Promoters in the consequences upon any legal proceedings that may be incurred by the authorities concerned against the Promoters or vice versa on account of any hability accruing due to default / delay/ noncompliance by the Purchaser. Provided that the Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/VAT/GST and other taxes, cesses, levies as applicable and the Purchaser shall have been deemed to have committed secondariled with the applicable Service Tax/VAT/GST and other taxes, cesses, levies.
- 12. The Sale Price and all the other amounts mentioned in this Agreement shall be paid by the Purchaser in installments as stated above, time being of essence, in accordance with the progress of construction milestones of the Wing in which the said Flat is located in the manner stated in Clause 6 above. Upon completion of each stage of construction linked to the payment by the Purchaser as aforesaid, the Promoters shall intimate in writing to the Purchaser to make the payment as per the aforesaid payment schedule.

The Purchaser shall make such payment which is due to the Property within 15

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(fifteen) days of such intimation.

13. a) The installments of the said Sale Price/ balance consideration payable Porto Purchaser to the Promoters as stated above shall be paid/ deposited by the Purchaser by cheque/demand draft /pay order/wire transfer/any other instrument drawn in favour of "ULTRA SPACE DEVELOPERS PVT LTD" in the account being Account No. 36742704473 opened and maintained by the Promoters with STATE BANK OF INDIA Bank (hereinafter referred to as the "Collection Account"). In terms of provisions of the said Act, the STATE BANK OF INDIA Bank shall divide the amounts deposited with it in the Collection Account in the proportion of 70:30 and the Bank shall transfer 70% of the

amounts deposited as aforesaid in the Collection Account, to Account No. 36717577160 opened by the Promoters with STATE BANK OF INDIA Bank which shall be designated account in terms of the said Act (hereinafter referred to as "the Designated Account"). Further, the Sale Price that shall be collected and deposited in the aforesaid accounts shall be withdrawn and utilized for the payments of the debt of the financial institution more particularly stated in Recital E hereinabove in accordance with the provisions of law.

b) Simultaneously with the payment referred to in clause 6 above, the Purchaser shall pay the Statutory Charges including all applicable taxes, cesses, levies, and all impositions in favour of "ULTRA SPACE DEVELOPERS PVT LTD" which shall be deposited in the account being Account No. 028010200027414 opened by the Promoters with Axis Bank Limited Bank (for the purpose hereinafter referred to as the "Tax Collection Account"). The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the purpose hereinafter on demand made by the Promoters simultaneous with the payment of the said Sale Price referred to in Clause no. 6 above within 15 (Fitteen) working days in the Tax Collection Account, and the Purchaser shall indemnify and keep indemnified the Promoters from and against the same.

In case of any financing arrangement entered by the Purchaser with any financial institution with espect to the purchase of the said Flat, the Purchaser undertakes to influence institution to pay all such amounts towards the Sale Price on respective dates as mentioned hereinaboves and the Purchaser shall ensure that such financial institution shall disburse/pay such amounts towards the Sale Price and payable to the Promoters through a banker's cheque / pay order / demand draft drawn in favour of "ULTRA SPACE DEVELOPERS PVT LTD". Any payments made in favour of any other bank accounts other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser of the terms and conditions of this Agreement, and the Purchaser shall forthwith be required to make the necessary payment to the aforesaid respective accounts.

15. The Purchaser agrees and confirms that the payment of instalments shall be made on the due dates, without any delay or default, in terms of this Agreement. The Purchaser agrees and undertakes that the time for payment is the essence of the contract. An intimation forwarded by the Promoters to the Purchaser that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. It is specifically agreed by the Purchaser that this Agreement shall not create any right, interest and/or claim of the Purchaser on the said Flat agreed to be sold until and unless all the amounts due and payable by the Purchaser and as recorded herein are paid by the Purchaser to the Promoters herein in accordance with the terms and conditions of this Agreement. It is however clarified that the Promoters shall not be bound to allow/offer such rebate to the Purchaser.

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- Since the said Car Park is being allotted as per the request of the Purchaser, the Purchaser hereby unconditionally agrees not to raise any claim or dispute with respect to the same either prior or subsequent to the formation of the Organisation. The Purchasers further hereby indemnifies and keeps the Promoters indemnified forever with respect to any loss, harm, prejudice caused to the Promoters in the event of any action/claim/dispute is sought by /initiated by the Organisation /members/Purchaser against the Promoters on account of such allotment of the said Car Park.
- It is agreed that the said Flat shall be of R.C.C. structure with normal brick with cement 17. plaster only. Further, the proposed carpet area of the said Flat would 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 standard fixtures and fittings to be provided by the Promoters in the said Flat are those that are set out in the SCHEDULE hereunder written. However, the Purchaser confirms that the Promoters shall liable to provide any other fixtures and fittings save and except those mentioned the Fourth Schedule herein. Further, the Purchaser confirms that the Promoters have full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and/or delivery and/or for any transactor beyond the control of the Promoters. It is clarified that in the event the Promoters change the fixtures and fitting the same would be of equivalent quality as set out in Fourth Schedule. The Purchaser agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the fixtures and fittings by the Promoters in the said Flat.
- It is agreed that the said Building may contain common amenities as specified in the FIFTH SCHEDULE hereunder written. The Purchaser hereby agrees, declares and confirms that save and except the said common amenities, the Promoters shall not be liable, required and/or obligated to provide any other amenities in the said Building / the said Property. Further, the Purchaser agrees and confirms that the common amenities shall be common for all the flat purchasers and the Purchaser shall not claim any exclusive use thereof. It is further clarified that the Purchaser is aware that the common amenities referred to in the Fifth Schedule hereunder written shall be the common amenities for the entire Project/ layout.
- 19. The Purchaser is aware that during the course of development of the property, the Promoters have constructed and handed over certain car parking spaces/area to the extent of 20450 sq. mtrs. to the MCGM towards Public Parking Lot in accordance with the applicable law for public use. These car parking spaces for public use have been provided in the three basement levels and the lower ground floor level of Wings A, B, C and D of the said Building. The building designs have provided separate ramps for these

car parking spaces earmarked for public use. The Promoters have also granted in favour of MCGM a 6 mtrs. wide right of way for ingress and egress from 45.75 m. wide existing D.P Road to the 5% Amenity Space situate on CTS No. 5530/A/3 so as to enable the persons availing the use of the car parking spaces marked for public use to access the same. The Purchaser hereby agrees and undertakes not to raise any objection and/or dispute the allotment and/or use of car parking spaces by general public, on any grounds whatsoever, including inconvenience and/or nuisance etc., and further confirms that the use of the car parking spaces inter alia amongst those allotted for public use visà-vis those reserved for the use of the Flat-purchasers of the said Building including the Purchaser herein, shall be in accordance with what is stated herein and shall be in a harmonious manner. The Purchaser further agrees and undertakes that his rights under this Agreement and/or under the applicable law shall be subject to the rights created by the Promoters in favour of MCGM and the general public with respect to the aforesaid car parking spaces and/or the right of way to use and access the said car parking spaces by general public in terms of the Deed of Right of Way dated 11 August 2016. A wing the right of way created by the Promoters under the said Deed of Right of August 2016 is annexed hereto and marked as ANNEXURE "G".

The Purchaser is fully satisfied with and has accepted the title of the Promoters to sell various flats, snops/commercial premises in the said Building to be constructed on the said Propers, and doth hereby agree and undertake not to further investigate and/or raise and/or quisitions on or objections to the same on any grounds whatsoever, any time

- 21. It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser only on the Purchaser making full payment to the Promoters of the Sale Price and all the amounts, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All the unsold Flat(s)/ shops/ commercial premises / car parking spaces/areas, open areas, common areas etc. shall always be the sole and absolute property of the Promoters.
- 22. All other portion or portions of the said Building etc. including common areas such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces and recreational facilities, shall always be the sole and absolute property of the Promoters until the said Property and/or the said Building is conveyed / leased to the co-operative society/s formed under the Maharashtra Co-operative Societies Act, 1960 or Limited Company incorporated under the Companies Act or submitted to the provisions of Maharashtra Apartment Ownership Act, 1971 (such co-operative society/s or Limited company or association of apartment Owners comprising of holders of Flats / shops/ commercial premises of the said Project hereinafter be

referred to as the "Said Organisation"). The Purchaser hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoters to develop, subdevelop and / or assign its rights, give on lease, sub-lease, and / or deal with, sell and dispose off the said Property and / or the said Building and/or all other unsold flats / shops / commercial premises and unallotted car parking spaces/areas and portion or portions of the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities, in the manner deemed fit by the Promoters as is permitted under the provisions of law without any consent or concurrence of the Purchaser or any other person. The Purchaser confirms that the aforesaid recreational facilities are available only for the use and enjoyment of the holders of various flats in the said Property.

- 23. With regard to the common areas which are described Firstly in the Trind Schedule, hereunder written and common amenities which are described in the Fifth Schedule, is agreed that:
  - (i) the Promoters shall always be the owner and will have all the nexts, little, interest (until the execution of conveyance / lease in favour of the said Organization) in respect of the said common areas and common amenities, and will be entitled to deal with and dispose of the same in such manner as the Promoters may deem fit.
  - (ii) the Purchaser will not have any right, title, interest etc. in respect of the said common areas and common amenities.
  - (iii) the Purchaser shall only be permitted to use the said common areas and common amenities on such terms and conditions as the Promoters may deem fit.
  - (iv) The Purchaser agrees and confirms that the Promoters will not be liable to provide any further common areas and common amenities more than what is mentioned in the respective Schedules hereunder written. Further, the Purchaser is aware and agrees that the common areas and common amenities of the said Property are common for all the Flat-purchasers of the said Building and the Purchaser/s will never be allowed to claim any exclusive use thereof. Further, the Purchaser also agrees and confirms that the Promoters shall always be entitled to alter, amend and remove the common areas and common amenities at the sole discretion of the Promoter.

24. It is agreed between the Promoters and the Purchaser that the Promoters shall be entitled to develop the said Property in the manner as the Promoters may deem fit. The Purchaser agrees that the chartered account, architect, engineer and other consultants/

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professionals who are appointed by the Promoters and shown on the website of Real Estate Regulatory Authority can be changed by the Promoters at their sole discretion at any time and the Purchaser agrees not object to the same.

- 25. The Promoters shall have an irrevocable right and the Purchaser hereby expressly consents and confirms that the Promoters will always be entitled to utilize and consume any FSI and/or TDR presently available on the said Property or which may become become available in future on the said Property or any other property or properties, as the case may be.
- 26. It is agreed between the Promoters and the Purchaser that if there are changes in laws by virtue of which the proposed building plans cannot be executed as they were, the Promoters shall be entitled to modify such plans and all such modifications/changes shall be unconditionally accepted by the Purchaser, provided that the layout and location of the flats / shops / commercial premises already sold are not modified or altered in any form.
- 27. It is egreed between the Promoters and the Purchaser that the Promoters shall, in accordance with the applicable law and as provided in the Act, be entitled from time to time, and about times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the said Property to utilize FSI and/or development rights in respect thereof and for that purpose to amend the mans and submit revised proposals as permissible under the applicable law and in accordance with the Act.

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- 28. The Purchaser confirms that the Promoters shall always be be entitled to utilise any FSI, TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / Act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be in the said Wing or other Wings comprised forming part of the said Building or construct such additional wings or buildings for consumption of all development potential permitted to be utilized on the said Property.
- 29. In the event any law for the time being in force requires the Promoters to obtain consent of the Purchaser and/or the other flat-purchasers in the said Building for any reason whatsoever, then the Purchaser shall, not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall co-operate and assist the Promoters fully.

30. The Prompters shall be entitled exclusively to consume and appropriate any FSI that may be granted on account of any amenity open space, additional Recreation Ground,

Set Back area or any reservation on the said Property and the Purchaser consents to the same without any objection. The residue FSI in the said Property not consumed and/or the additional FSI that may be granted including any additional FSI on account of set-back reservation or otherwise and/or TDR that may be available/will be available to the Promoters and the Promoters alone shall always be entitled to consume the same in the development that shall be undertaken by the Promoters or deal with it in the manner it deems fit.

- 31. The Promoters hereby reserve its absolute, exclusive right to acquire Certificate/s of Development Right/s in respect of the said Property and make additional construction on the said Property and/or the said Building by utilising such development rights.
- 32. It is agreed that the Promoters will take steps to execute lease or conveyance in respect of the said Property together with the said Building standing thereon in favour of the said Organisation only after the Promoters have;
  - utilised, consumed, loaded etc., entire FSI, potential vield of (i) and /or TDR:
  - completed the construction of the said Building on the said Property (ii) the flats in the said Building and earmarked the parking and permanent use of parking;
  - received all the amounts including the said Sale Price from all the Purchasers (iii) thereof:
  - (iv) completed the said Project in all respects;

and till then, the Promoters shall not be bound, liable, required and/or called upon cause to execute lease or conveyance or any other document in respect of said Property together with said Building standing thereon and the Purchaser agrees and irrevocably consents not to raise any demand or dispute or objection to the same. The Purchaser further agrees and confirms that the conveyance of the said Property unto the Organisation shall be subject to the rights created by the Promoters in favour of MCGM and the general public with respect to the aforesaid car parking spaces and/or the right of way to use and access the said car parking spaces by general public in terms of the Deed of Right of Way dated 11 August 2016.

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The Purchaser shall at no time demand partition of the said Building a Property etc. and/or his/her/their interest, if any therein and the partitioned.

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- 34. The Promoters shall endeavour to offer possession of the said Flat by 31<sup>st</sup> DEC 2018 ("the said Date"), provided always that the Promoters shall be entitled to further extension of time for completion of the said Building, if the completion of Building is delayed on account of:-
  - (i) Force Majeure events, which shall mean any act of God, natural calamity, landslide, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, storm, flood, earthquake, subsistence, structural damage, epidemic or other natural disaster, calamity;
  - (ii) Other Events which shall include the following:
    - explosions or accidents, air crashes, act of terrorism;
    - b. strikes or lock outs, industrial disputes, economic hardship;
    - election code of conduct;

Non-availability of steel, cement, other construction/ raw material, water or electric supply/connection or drainage/sewerage connection, due to stikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever;

Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;

- f. Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said Building or any part/s thereof, by the Corporation or any other concerned authority.
- g. the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoters from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities and services such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any

reason beyond the control of the Promoters whereby the work of construction is stayed or stalled.

- h. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project; or
- Any claim, challenge or objection to the said Project or to the said Property or on the rights of Promoters on the said Property and / or the said Project;
- j. Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found beneath the said Property which renders liable or endangers the health and safety of children Party or the general public;
- Any change in Applicable Laws adversely affecting the development of the said Project;
- other cause beyond the reasonable control of the Promoters of its agents or not directly attributable to any willful act or or strong of the Promoters and or any other reason unforeseen circumstances, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat.
- If the Promoter fails or neglects to give possession of the said Flat to the 35. Purchaser/s in terms of the Clause 34 above, save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clauses 34 (i) and 34 (ii) herein, then the Purchaser/s shall have an option to demand refund, whereupon the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with interest at the SBI highest marginal cost of lending rate plus 2% p.a. as notified by the Act and rules thereof from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. In the alternative, the Purchaser/s shall be entitled to seek monthly compensation for the period of delay as provided by law and if the Purchaser/s so chooses, the Promoter shall pay monthly compensation of Rs.125000/ per month. agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies paid with interestable SBI highes marginal cost of lending rate plus 2% p.a. as notified by the Act and rules thereof and that the Purchaser/s shall neither be entitled to claim nor claim for loss and for damages and / or mental trauma or otherwise howsoever. The Promoter shall be entitled to allot and / or deal with and dispose off the said, Flat to any third party without reference or

recourse to the Purchaser/s. The amount so refunded within 120 days by the Promoter shall be full and final satisfaction and final settlement of all the claims of the Purchaser/s under this Agreement. In an event, no option is communicated by the Purchaser/s to the Promoter within 120 days of the Purchaser/s becoming entitled to choose an option in an event of delay in handing over possession of the said Flat by the Promoter to the Purchaser as mentioned hereinabove, it shall be deemed that the Purchaser/s have waived off their right to terminate this agreement and shall be entitled to receive compensation in accordance with law for the period of delay. It is further clarified that if the delay in handing over possession of the said Flat is caused due to any Force Majeure event, in that event, no compensation for such delay shall be payable to the Purchaser/s.

36. In the event the Purchaser commits default in payment on the due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) for more than 15 (Fifteen) days and/ or commits breach of any of the terms and conditions of this Agreement, the Promoters shall be entitled at its discretion to ate this Agreement provided that, prior to such termination the Promoters shall give notice of 15 (fifteen) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and/or mail at the e-mail address provided by the orths intention to terminate this Agreement and of the specific breach or Purchaser, breaches of terms and conditions in respect of which it is intended to terminate the Agreement I he Purchaser fails to rectify the breach or breaches mentioned by the remoters within the period of notice then at the end of such notice period, this Shall automatically stand terminated. Upon termination of this Agreement, 10% of the said Sale Price will stand ipso facto forfeited, without any reference or recourse to the Purchaser, towards liquidated damages which the Purchaser agrees, confirms and acknowledges to constitute a reasonable, genuine and agreed preestimate of damage that will be caused to the Promoters. In the event of any shortfall, the Promoters shall, be entitled to recover the said amounts from the Purchaser/s. The Promoters shall refund to the Purchaser without interest (subject to adjustment and recovery of the liquidated damages or any other amount which may be payable by the Purchaser to the Promoters within a period of 30 (thirty) days of the termination, the instalments of the said Sale Price of the said Flat which may till then have been paid by the Purchaser to the Promoters without the taxes paid and it is hereby clarified that the Promoters shall not be liable to pay to the Purchaser any interest on the amount so refunded. It is clarified that the Promoters shall not be liable or responsible to refund any of the Statutory Charges that the Purchaser may have borne and/or paid in respect of the transaction contemplated herein. Further, on termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature

whatsoever either against the Promoters or against the said Flat or under this

Agreement and for that the Promoters are hereby irrevocably authorised to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoters), without the Purchaser being a signatory thereto and the Purchaser will not raise any objection or dispute in that regard. Further, upon termination the Promoters shall be entitled to deal with, resale or dispose off the said Flat in the manner as the Promoters may deem fit without any reference or recourse to the Purchaser. It is agreed and clarified that the Promoters shall not be liable to pay to the Purchasers/s any interest, compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser/s Statutory Charges such as Stamp Duty, Registration Fees, etc.

- 37. Without prejudice to the right of the Promoters to terminate this Agreement on account of delay in payment as stated above, in the event the Promoters do not exercise its option to terminate as aforesaid and grant extension of time to the Purchaser to make payment, the Purchaser agrees to pay to the Promoters, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules or at such rate as is notified from time to time calculated from the date the said amount is payable by the Purchaser to the Promoters until the date of actual payment, on all the delayed payments when due and payable by the Purchaser to the Promoters under the terms of this larger Without prejudice to any other rights of the Promoters hereunder, the Promoters all in respect of any amounts remaining unpaid by the Purchaser under this Agreement, have a first charge / lien on the said Flat. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the apount in the Consetion Account and/or Tax Collection Account as the case may be. Shall be liable to pay an additional charge of Rs. 5000/- (Rupees Five Hundred Only) as administrative fee for every instalment / amounts delayed. All the aforesaid rights and/or remedies of the Promoters against the Purchaser are cumulative and without prejudice to one another
- 38. The Purchaser shall by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, take possession of the said Flat within 15 (fifteen) days of the Promoters giving written notice to the Purchaser intinating that the said Flat is ready for use and occupation certificate is issued by MCGM. The date on which the Purchaser takes the possession of the said Flat or the date or exprisor the aforesaid notice for possession, whichever is earlier is hereinafter referred to as the ("Date of Possession"). The Purchaser shall, be bound and liable to pay all outgoings and maintenance charges in respect of the said Flat as stated herein from the Date of Possession, even if it does not take possession. The Promoters shall offer the possession to the Purchaser in writing within 7 (seven) days of receiving the occupancy certificate of the Wing and subject to the Purchaser not being in default of payments of installments of the said Sale Price or any other amounts under this Agreement.

39. As part of the transaction contemplated herein, the Purchaser shall, on receipt of the occupation certificate by the Promoters, pay to the Promoters, inter alia the following amounts over and above the said Sale Price as mentioned in Clause No. 3 above and all other amounts payable by the Purchaser to the Promoters under this Agreement or otherwise:

Particulars	Amount (Rs.)
(i) Electric/Water meter charges / deposits	25000/-
(ii) Legal Charges (nonrefundable)	20000/-
(iii) Mahanagar Gas connection (if available)	7500/-
(iv) Formation and Registration of Society (non – refundable)	5000/-
(v) Share money/Membership charges/Corpus Funds	600/-
(vi) Provisional maintenance charges	25000/-
(vii) 12 months advance maintenance	300240/-
Total	383340/-

amount (social forthwith on demand pay to the Promoters the Purchaser's proportionate share to make up such deficit.

The Prematers shall not be liable, responsible and / or required to render the account in amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Flat and the Purchaser shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Promoters, such other charges or such other amounts under such heads as the Promoters may indicate. It is also further clarified that the amount of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser agrees to pay to the Promoters, such increased charges as the Promoters may indicate without any demur.

The Purchaser shall check up all the fixtures and fittings, if any in the said Flat before taking possession of the same. Thereafter, the Purchaser shall have no claim against the Promoters in respect of any item of work in the said Flat or in the said Building which may be alleged not to have been carried our and/or completed and /or being not in

accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto.

- 43. If within a period of 5(five) years from the date of obtaining occupation certificate of the said Wing, the Purchaser brings to the notice of the Promoters any structural defect in the said Flat or the building/ wing in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost. It is however expressly agreed that due to changes made by the Purchaser in the Apatment or said Building or other Purchaser/s of the flats in the said Building if any complaint arises, then in such circumstances the Promoters shall not be liable or responsible for repairs.
- Subject to what is stated hereinabove, the Purchaser shall, on and from Date of 44. Possession, be liable to bear and pay the proportionate share of outgoings in respect of the said Flat and the said Building including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill college sweepers, and also other expenses necessary and incidents to the maintenance of the said Property and the said Building. For payment of the afcresaid, the Promoters shall first utilise from the amounts mentioned in Clause No. 40 kerein above. It is agreed that if the Promoters so require, the Purchaser shall make s additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Promoters to the Purchaser will the transfer of the said Building to the said Organisation. Amounts paid by the Purchaser led on account of outgoings and municipal taxes shall not carry any interest and the Promoters shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Promoters until the conveyance of the said Property is executed in favour of the said Organisation as aforesaid. After the utilisation of the amounts so collected under Clause No. 40 hereinabove, the Purchaser undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rules or at such rate as is notified from time to time per annum will be charged. In the event Purchaser fails to make payment of the aforesaid amount Promoters then, without prejudice to their rights including right to terminate Agreement, levy cancellation charges etc., the Promoters shall be entitled to but shall not be compelled to make payment of the same for and on behalf of the Purchaser and the Purchaser shall reimburse the entire amount(s) paid by the Promoters and in the event the Purchaser fails and/or neglects to forthwith reimburse such amount(s). The Purchaser shall be liable to pay interest at the SBI highest marginal cost of lending rate

plus 2% as specified Act and/or in the Rules made thereunder or at such rate as is notified from time to time on such sums that remain unpaid till the date of realisation thereof.

45. The Purchaser shall use the said Flat only for the purpose for which the same has been allotted. The Purchaser shall use the said Car Park, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle. In case the said Flat is permitted / to be used for commercial purpose by the concerned governmental authorities, then the Purchaser shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoters or any other persons of the said Organisation and the other occupiers of the building in which the said Flat are situated or to any one in its vicinity or neighbourhood. In the event any of increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser, the Purchaser alone shall bear and pay such penalty, premium or other sums of money demanded.

So long as each flat/shop/ commercial premises in the said Building are not being separately assessed for municipal taxes and water charges, the Purchaser shall pay to the Promoters a proportionate share of the Municipal tax and water charges assessed by the MCCM on the said Building, the common areas and the said Property. Such proportion to be determined by the Promoters on the basis of area of the said Flat, howevers of the purpose of determining such proportion, the area of the unsold flats will not be taken into account.

47. In the event, the Purchaser being a Non Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a residential/ commercial premises / unit from the said Promoters, then it shall be the sole responsibility of the said Purchaser to procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority to that extent in order to acquire a residential / commercial premises / unit, if any. The Promoters shall not be held liable for the deficiency of any statutory permissions being not available or procured by the respective Flat Purchaser/s. The Promoters shall not be held liable for the deficiency of any statutory permissions not being available or procured by the respective flat purchaser/s.

The Purchaser hereby covenants to keep the said Flat, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said Building. The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members without the prior written permission of the Promoters.

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- 49. The Promoters shall maintain only a consolidated account of all the amounts/deposits collected from the buyers of various Flats in the said Building and shall transfer the excess collection if any to the said Organisation of the buyers of the Flats on conveyance of the said Property. The Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate Flat/shop commercial premises and such accounting shall be done by all the buyers of various Flats amongst themselves after transfer of the said Property to the said Organisation. In particular, it is also agreed between the Parties hereto that notwithstanding any excess/deficit collection from any particular buyer of the Flat /shops/commercial premises in respect of his/her Flat, the Promoters shall not be required to make up accounts with each buyer of the Flat /shops/commercial premises in the said Building and the Purchaser shall not make grievance or take any objection to the consolidation of all receipts and expenses in respect of flat shops/commercial premises in the said Building. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings basis in advance and shall not withhold the same for any pason whatsoe any deductions therefrom.
- The Promoters shall maintain a separate account as statutorily required in respect of sums received by the Promoters from the Purchaser towards Statutory Charges and the Promoters shall utilize the amounts only for the purpose of which they have been received.
- 51. If the Purchaser fails or neglects to pay these monthly outgoings in respect of the said Flat and/or their proportionate share for any reason whatsoever the Purchaser shall be liable to pay and the Promoters shall be entitled to recover the outstanding amounts/ arrears alongwith interest calculated, at the SBI highest marginal cost of lending rate plus 2% per annum as specified in the Rules or at such rate as is notified from time to time from the date of default till recovery thereof. In such event the Promoters shall without prejudice to any other rights available to them, not only be entitled to adopt appropriate legal proceedings for recovery thereof but also be entitled absolutely and unconditionally to stop & restrict the Purchaser from using the recreational facilities.
- 52. The name of the said Building shall always be known as "INSIGNIA" and this name shall not be changed without the written permission of the Promoters
- 53. The Promoters shall at the cost of the purchasers of the Flats in the Building form and register the said Organisation in accordance with the applicable law. The Purchaser shall join in forming and registering the said Organisation to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Organisation and for becoming a

member, including the bye-laws of the proposed Organisation and duly fill in, sign and return to the Promoters within 15 (fifteen) days of the same being forwarded by the Promoters to the Purchaser, so as to enable the Promoters to register the organization of the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies/association of apartment Owners as the case may be, or any other Competent Authority.

54. It is expressly agreed that the said Organisation will maintain the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, and advantages and it is hereby expressly agreed and confirmed between the Parties that all such general benefits shall be for the use of the purchasers of the flats /shops/commercial premises in the said Building and the Purchaser shall pay proportionate share of expenses thereof. The proportionate share payable by the Purchaser to the Promoters / the said Organisation as may be determined by the Promoters /the said Organisation, shall be final and binding on the said Organisation and urchaser. It is agreed between the parties that the Promoters shall not be liable to south to the said expenses with respect to the unsold Flats in the said Building.

It is expressly and specifically agreed, understood and confirmed that considering the overall development of the said Property, the Promoters shall at their sole discretion be entitled to form such number of societies/condominium /companies and/or its respective independent associations/committees for the purpose of management and administrative convenience. In the event of the Promoters permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of purchasers, Wing-wise, as the Promoters may in their sole discretion desire, such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company, Condominium and shall not take charge or demand administration of the said Building, till the said Building is duly completed by the Promoters and till entire FSI including TDR consumption benefits available in respect of the said Property is duly utilised by the Promoters and all the Purchasers of Flats have observed and performed and fulfilled their obligations under the Agreement for acquiring the said Flat with the Promoters as contained herein without Society, Limited Company, Condominiumor Adhoc Committee shall be subject to over all paramount rights of control and more any delay or default. The Purchaser further agrees and confirms that any such proposed paramount rights of control and management by the Promoters alone.

Subject to what is contained herein, the Promoters shall cause to be conveyed, leased or demise the entire said Property as a whole or any part thereof, or portion or portions thereof either building-wise, Zone-wise, Phase-wise, or Wing-wise to independent Society, Limited company or Condominium of Apartments or Body of persons or

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Association of persons, as the case may be, at the sole option of the Promoters, the option to be selected and exercised by the Promoters, and the Purchaser confirms that he/she/they either singly or jointly with purchasers of other Flats in the said Project will not call upon or compel or will they demand the Promoters to select any specific option.

- 57. The Promoters shall have the right to enter into a contract with any third party/agency for the purpose of maintenance and upkeep of the said Property, such decision shall be final and binding until the conveyance/lease in respect of the said Building is executed in favour of the said Organisation. Thereafter, the said Organisation will undertake to maintain said Building or any part thereof.
- It is agreed that as and when the Promoters enter into agreements/ arrangements with any person, or otherwise the Promoters are in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser herein shall procure such Utilities only from the Promoters or any person as may be promotered by the Promoters in that behalf, as the case may be, and pay such amount as may be treat by the Promoters or its nominee, to the Promoters or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this clause, Utilities refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Purchaser on a day to-day basis. It is further clarified that this clause shall not be interpreted upon tigged is mean that the Promoters are obligated / liable to provide all or any of the Utilities whether or not the Promoters have entered into agreements/ arrangements with any person, or otherwise the Promoters are in a position to provide all Utilities or any of it.
- 59. The Promoters shall be entitled to allot all flats, open spaces, terraces, etc. intended to be constructed on the said Property with a view ultimately that the purchasers/allottees of all the flats/ shops/commercial premises etc., in the said Building shall be admitted to the said Organisation. It is agreed and clarified that the Promoters shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold flate/sheps/commercial premises, car parking spaces/areas, garages, open spaces, terraces, etc. separately and independently and the purchasers/allottees of all the flats/shops/commercial premises, garages, open space in said Building shall be admitted to the said Organisation.
- 60. In the event of the said Organisation being formed and registered before the sale/allotment and disposal by the Promoters of all the flats, open spaces, terrace etc., then the powers and the authority of the organisation so formed and/or the Purchaser and/or other holders of the flats/shops/commercial premises, shall be subject to the over all superintendence/authority and control of the Promoters in respect of all the matters concerning the said Building and in particular, the Promoters shall have absolute authority and control as regards the unsold/not allotted flats/ shops/commercial premises

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etc. Promoters shall be fully entitled to sell and dispose off all the unsold Flats/Units to any person/ entity of its choice. The Purchasers of Flats/Units shall admitted as the members of the Organisation without payment of any premium or any additional charges save and except the membership fees and entrance fee and such allottee, purchasers or transferee thereof shall not be discriminated or treated prejudicially by the Organization.

- 61. The Promoters shall, if necessary, become member of the said Organisation in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoters transfer assign and dispose off such rights and benefits at any time to anybody the the assignee, transferee and/or the buyers thereof shall, if necessary, become the members of the said Organisation in respect of the said right and benefits. The Purchaser herein and the said Organisation will not have any objection to admit such assignees or transferees as members of the said Organisation and the Purchaser hereby gives his/her/their specific consent to them being admitted.
- The Promoters shall not be liable or required to pay any transfer fees/charges and/or unt, compensation whatsoever to the said Organisation for the sale/allotment or transfer the unsold flats etc. in the said Building or the said Property even after the conveyance sexecuted in favour of the said Organisation.
- The aids@gardsation that may be formed of the purchasers/holders of units and other flats in the said Building shall not issue Share Certificate to any Flatpurchaser without obtaining the No Objection Certificate from the Promoters certifying that the Promoters outstanding/dues pending on any account to be received from the Flat purchaser 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 and such Flat Purchaser shall be jointly and severally responsible and liable to pay such amounts due and payable, if any, by such purchaser/member to the Promoters.
- Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoters and by the Purchaser including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Purchaser and the said Organisation as aforesaid and/or proportionately by all the holders of the flats shops/commercial premises, in the said Building. The Promoters shall not be liable to contribute anything towards such expenses.
- 65. The Purchaser hereby agrees and undertakes that the Purchaser shall, from time to time, sign all applications, papers and doduments and do all acts, deeds and things as

the Promoters or the said Organization may require for safeguarding the interest of the Promoters and/or the Purchaser and/or the other purchasers in the said Property.

- 66. The Purchaser alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 67. It is agreed, confirmed and covenanted by the Purchaser that the Purchaser shall not be entitled to nor shall he/she/they demand sub-division of the said Building or the said Property or be entitled to any FSI/TDR arising therefrom.
- 68. On the happening of the following events ("Events of Default"), the Promoters shall solely at their discretion be entitled (but not obliged) to terminate this Agreement:
  - (i) If the Purchaser delays or commits default in making payment of any of the amounts and/or instalments of any amount payable payment or otherwise and:
  - (ii) If the Purchaser/s commits breach of any of the terms, conditions, coverants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., C.C., U.L.C. Permission, N.O.6: and other sanctions, permissions, Undertakings and Affidavit etc.
  - (iii) If the Promoters are of the opinion and/or belief that any of the representations, declarations and/or warranties etc. made by the Purchaser in the Booking form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser is untrue or false;
  - (iv) If the Purchaser commits a breach of any of the terms of this Agreement as recorded herein:

(v) If the Purchaser has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

- (vi) If the Promoters are of the opinion that the Purchaser is unable to pay its debts and / or makes, or has at any time made, a composition with the creditors;
- (vii) If the Purchaser is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (viii) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser or in respect of all or any of the assets and/or properties of the Purchaser;

- (ix) If any of the assets and/or properties of the Purchaser is attached for any reason whatsoever under any law, rules, regulation, statute etc;
- (x) If the Promoters are of the opinion /and or belief that the Purchaser is an undesirable element and/or causing nuisance and/or causing hindrances in the completion of the development of the said Property and/or anytime thereafter and /or it is apprehended that he/she/they may is/are likely to in default in making payment of the amounts mentioned in this Agreement;
- (xi) Any execution or other similar process is issued and/or levied against the Purchaser and/or any of his/her/their assets and properties;
- (xii) If the Purchaser has been declared and/or adjudged to be of unsound mind;
- (xiii) If the Purchaser has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Purchaser's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/ her/it/them;

(Xiv) At the Promoters are of the opinion and/or belief that any of the aforesaid events has have been supressed by the Purchaser.

- On happening or occurring of any of the Events of Default, the Promoters may at their discretion, without prejudice to all other rights that the Promoters may have against the Purchaser either under this Agreement, or in law or otherwise, address a notice to the Purchaser, calling upon the Purchaser to rectify / cure such default or breach of the terms and conditions of this Agreement within a period of 15 (fifteen) days from the date of receipt thereof failing which the Agreement shall stand terminated and/or on cancellation in which event the consequences set outin Clause 38 shall follow.
- 70. All the aforesaid rights and/or remedies of the Promoters are cumulative and without prejudice to one another.

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It is expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to put hoardings on the said Property or on any part/parts of the said Building including on the terrace and/or on the parapet wall on the said Property and the said hoardings may be illuminated or comprising of neon signs and for that purpose the Promoters are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further the Promoters shall be entitled to use and allow third party to use any part of the said Building and the said Property for installation of cables, satellite, communication equipments, cellular telephone equipments, radio turnkey equipments, wireless equipments, etc. The Purchaser agrees not to object or dispute the same. It is

further expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser shall not have any right or be entitled to any such rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoters. Notwithstanding anything contained herein, it is further agreed between the parties that at all times before and/or after the conveyance of the said Property unto the Organisation formed by the Purchaser, the Promoters shall be entitled to brand the said Project by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Purchaser nor the Organisation shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo.

- 72. The Promoters hereby represent and warrant to the Purchaser/s-s
  - i. The Promoters have lawful rights and have obtained requisite approvals from the competent authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said Property;
  - ii. There are no encumbrances upon the said Property except those disclosed in the Opinion on Title dated 15<sup>th</sup> March 2010, Supplemental Opinion on Title dated 1<sup>st</sup> December 2015 and Second Supplemental Title Certificate dated 15 May 2017 annexed and marked as **Annexure "B"** collectively;
  - Property / the said Project, save and except the litigation as disclosed to the RERA Authority at the time of registration of the said Project under RERA!
  - iv. All approvals, licenses and permits issued by the competent authorities with respect to the said Property/ said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Property/ said Building shall be obtained by following due process of law and the Promoters shall, at all times, comply with all applicable laws in relation to the said Property/ said Building;

- v. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vi. The Promoters have 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 said Property and the said Flat which will adversely affect the rights of Purchaser under this Agreement;
- vii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- viii. The Promoters have paid all the taxes and outgoings with respect to the said Property up till date;

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) have been received or served upon the Promoters in respect of the said Property;

whose hands the said Flat may hereinafter come, even after the said Building is conveyed in favour of the said Organisation, hereby covenants with the Promoters as follows:-

Not to do or suffer to be done anything in or to the said Building, said Flat, additional areas, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat itself or any part thereof and to maintain the said Flat and the additional areas at the Purchaser's own cost in good repair and condition from the date on which the Purchaser is permitted to use the said Flat and the additional areas. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities.

(ii) Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as

to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge areas.
- Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition of alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Nat and appurtenances thereto in good repair and condition and in particular or as to support an elter and protect other parts of the said Building in which the aid is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Flat without the prior written permission of the Promoters and / or the said Organisation;
- (v) To maintain, at the Purchaser's own cost, in good tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the said Building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the said Flat itself or any part thereof;
- (vi) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not to cover/enclose the planters and service ducts or any of the projections from the said Flat or within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises without the prior written permission of the Promoters, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Property.

- (vii) Not to shift windows of the said Flat and / or carry out any changes in the said Flat so as to increase the area of the said Flat and / or put any grill which would affect the elevation of the said Building and / or carryout any unauthorized construction in the said Flat. In the event if any such change is carried out, the Purchaser shall remove the same within 24 hours of notice in that regard from the Promoters / Organisation. In the event if the Purchaser fails to remove the same within the period of 24 hours, then the Promoters shall be entitled to enter upon the said Flat and remove such unauthorised construction and the Purchaser hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Promoters / Organisation
- (viii) Not to affix any fixtures or grills on the exterior of the Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The Purchaser shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser from the Promoters and the Purchaser undertakes to not fix any grill having a design other than the standard design opproved by the Promoters.

to install a window Air-conditioner within or outside the said Flat., If found that the Purchaser has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Flat, the Purchaser shall be required to remove the same upon being called upon by the Promoters to do so;

- (x) 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 Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (xi) Not to delay / default in payment of the amounts to be paid to the Promoters in addition to the amounts collected in Clause Nos. 3 and 39 above and pay within 10 days of demand by the Promoters, his/her/their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, or any electric supply company for giving electricity or any other service connection to the said Building.

Not to delay / default in payment of increase in local taxes, water charges, so insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.

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- (xiii) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat until all the payments whether due or not but payable by the Purchaser to the Promoters under this Agreement or otherwise under any law are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters and the Promoters have their prior written consent and also on intending Transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Purchaser. Such consent shall be at the discretion of the Promoters and upon such terms and conditions as stipple in the promoters and upon such terms and conditions as stipple in the promoters and upon such terms and conditions as stipple in the promoters and upon such terms and conditions as stipple in the promoters and upon such terms and conditions as stipple in the promoters.
- (xiv) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the said to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property and the said Building.
- (xv) Shall not at any time cause or permit any public of private nusarise of to use the loud speaker etc in or upon the said Flat, said small or the said Property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoters. Further, the Purchaser shall not keep pets and/or domesticated animals in or upon the said Flat, the said Building or the said Property or any part thereof;
- Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Building nor litter or permit any littering in the common areas in or around the said Flat and/or the said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Promoters and/or relevant government and statutory authorities;
- (xvii) Shall either by himself/herself/themselves or any person claiming by / through / from the Purchaser not do anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring,

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telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building;

(xviii) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building. If the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action and shall also be liable to pay a penalty of Rs.10,000/- (Rupees Ten Thousand only) on each occasion on which the Purchaser/s or any person on his/her behalf commits default of this sub-clause.

Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior of the said Flat or on or through the windows or doors thereof any placed, poster, notice, advertisement, name plate or sign or announcement, flag staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Purchaser in such places only as shall have been previously approved in writing by the Promoters in accordance with and in such manner, position and standard design laid down by the Promoters;

- (xx) Not to use the open places, terrace, stilt (if any) in the said building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;
- (xxi) Not to park at any other place and shall park all vehicles in the allotted/
  designated parking spaces only as may be earmarked and prescribed by the
  Promoters;

Shall cause the said Organisation to paint the said Building at its own cost at least once in every five years maintaining the original colour scheme even after the conveyance/lease is executed in favour of the said Organisation.

Not to any time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any.

(xxiv) Shall not violate and shall abide by all rules and regulations framed by the Promoters / its designated Project Manager or by the said Organisation, for the purpose of maintenance and up-keep of the said Building and in

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connection with any interior / civil works that the Purchaser may carry out in the said Flat.

- Shall not violate and shall observe and perform all the rules and regulations which the said Organisation may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the flats therein and for the observance and performance of the building rules, regulations and byelaws for the time being of the concerned local authority 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 regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement
- Shall not do or permit or suffer to be done anything in a upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoters is or may, at any time be or becomes a danger, a nuisance of an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats or the neighbourhood provided always that the Promoters shall not be responsible to the Purchaser for any loss damage or inconvenience as a result of any danger, nuisan a abnorance or any interference whatsoever caused by the occupants of the adjoining flats of the said Building and the Purchaser shall not hold the Promoters so liable.
- (xxvii) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building
- (xxviii) Shall never in any manner enclose any part/s of the common areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all times. The Promoters shall have the right to inspect the said Flat and the additional areas at all times and also to demolish at the cost of the Purchaser any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser and also to recover costs incurred for such demolition and reinstatement of the said Flat and the additional area to its original state.
- 74. The Purchaser hereby agrees and undertakes that, if the Purchaser and/or any of the person/s occupying the said Flat with the Purchaser or any servant or guest of the

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Purchaser commits default of any or all of the aforesaid sub-clauses then the Purchaser upon receipt of cure notice shall be liable to immediately rectify any damage and default immediately at his/her/their own cost and shall also be liable to pay to the Promoters a penalty of Rs.50,000/- (Rupees Fifty Thousand only) on each such occasion on which the Purchaser or any person on his/her/their behalf commits default of this sub-clause and such enhanced amount as demanded in case of continuing default or failing to rectify the default despite receipt of notice. The aforesaid penalty/ies shall be payable by the Purchaser in addition to the cost of rectification for the default committedand the penalties, fines etc to the concerend governmental authority. In the event the Purchaser fails to pay the penalty and rectify the default at his/her/their own cost or reimburse the cost of rectification to the Purchaser within 15 days (if the Promoters have deemed fit to rectify itself) of notice/intimation/demand then the Promoters in addition to being entitled to recover the same alongwith penal interest, shall also be entitled to set right the default if possible and/or enter upon the said Flat remove, undo and dismantle at the Purchaser's cost, any of the not so permitted act, deed or thing including any fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this se or any other provision of this Agreement.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Property and the said Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all rights of ownership in all common ateas, internal roads, open spaces, parking spaces/areas, lobbies, staircases, terrace; recreation spaces, swimming pool, or any similar facility/ies will remain the property of the Promoter, even after the said Property and the said Building is transferred to the said Organisation as hereinabove mentioned. The Purchaser/s shall have permission only to use common areas, open spaces (other than the open car parking spaces/areas), terrace, lobby, stair case and lift.

The Promoters shall have irrevocable, unconditional and unfettered right and be entitled to and the Purchaser shall permit the Promoters and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the said Flat to view and examine the state and conditions thereof. The Purchaser shall permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the flats in the said Building in respect whereof the purchasers of such other flats, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.

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mainte 36 In the event the Purchaser desires to sell, assign, transfer, gift, release, relinquish the said Flat (i) in cases where it is agreed in writing between the Parties that no transfer fee will be charged the Promoter would grant its no-objection certificate (NOC) for such transfer without any additional costs, (ii) in cases where a quantified or fixed amount of transfer fee is agreed in writing between the parties, the Promoter shall grant its NOC for transfer subject to receipt of such agreed transfer fees/charges and (iii) in the cases where transfer fee or costs is not agreed in writing, the Promoter shall grant its NOC for transfer subject to prior payment by the Purchaser to the Promoters of Rs. 3,00,000/-(Rupees Three Lakhs Only) as transfer fee / administrative fee / costs. It is expressly agreed between the Parties that irrespective of whether or not transfer fee / administrative fees are payable as stated above, the Purchaser has to obtain NOC from the Promoters prior to such transfer of the said Flat. The Purchaser shall, prior to such transfer, also obtain a Declaration-cum-Indemnity in writing, duly approved by the Promoters, from the proposed transferee to the effect that for subsequent cansfer of the said Flat, the said third party/ies shall pay to the Promoters transfer the said as mentioned hereinbelow in this clause till the conveyance of the said Property is made in favour of the said Organization. For every transfer of the said Flat after the immediate first transfer, the then owner of the said Flat shall be liable and shall pay to the Promoters transfer fees/charges calculated at 1% (One percent of the Sale Price of the said Flat at the relevant time and the subsequent transferees was have acquired the said Flat from the then owner shall also be liable and shall pay to the Promoters transfer fees/charges calculated at 1% (One percent) of the Sale Price of the said Flat at the relevant time. To clarify, in respect of all sales after the immediate first sale, the Promoters shall be entitled to transfer fees/charges calculated at 2% (Two Percent) of the Sale Price of the said Flat at the relevant time. It is clarified that the Promoters shall never be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Organisation for the sale or transfer of the unsold Flat/Units in the said Building "INSIGNIA" or the said Property even after the

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78. The Purchaser hereby expressly agrees and covenants with the Promoters that in the event of the said Building on the said Property being not ready for use and in the event of the Promoters offering license to enter upon the said Flat for fitouts to the Purchaser on the request of the Purchaser, then and in that event the Purchaser shall not have any objection to the Promoters completing the construction of the balance building or additional floors on the said Property without any interference or objection by the Purchaser. The Purchaser further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoters on any ground including

conveyance of the said Property is executed in favour of the said Organisation.

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on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoters shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser hereby consents to the same time being under any law as applicable.

79. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoters) as also permission/no objections for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoters shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser under this Agreement for recovery of any amount due and payable by the Purchaser to the Promoters under this Agreement or otherwise.

The Purchaser confirms, understands and agrees that the information, details, images, sketches and elevation contained in the leaflets/ brochures or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract. The Purchaser further confirms and accepts that he/ she has only relied upon the approved plans. The Purchaser confirms that he/she/they have done site inspection and is aware of the planting surroundings in and around the said Property.

The Purchaser hereby nominates MRS. DHARMISTHA G. DHOLAKIA having her address at 62-6, MONT BLANC BUILDING, DADYSETH HILL, AUGUST KRANTI MARG, MUMBAI-400036 who is SPOUSE of the Purchaser as his / her / their nominee in respect of the said Flat. On the death of Purchaser, the said MRS. DHARMISTHA G. DHOLAKIA "the said Nominee") shall assume all the obligations of the Purchaser under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Purchaser (only if such substitution has been intimated to the Promoters in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser shall be bound by any or, all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.

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- 82. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations araising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Purchasers of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.
- 83. Notwithstanding anything contained herein, it is agreed between the parties hereto:
  - (i) that the Promoters shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of the said Property and/or the said Building and unsold flats therein and also the buildings to be constructed hereafter and its right, title and interest therein;
  - (ii) that the Promoters shall have an irrevocable and unfettered right and be entitled, at any time hereafter to partition the said Building and the said Property as the Promoters may deem fit and proper and the Purchaser shall have no objection to the same.
  - (iii) that the sample flat if any, constructed by the Promoters and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the flats, and the Promoters is not liable, required any furniture, items, electronic goods, amenities etc. as displayed in the said sample flat/shops /commercial premises, other than as expressly agreed by the Promoters under this Agreement;
- 84. The Purchaser represents and warrants that:
  - (i) He has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be; no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;
  - (ii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties:
  - (iii) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
  - (iv) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;

- (v) no execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- (vi) he is not of unsound mind and/or is not adjudged to be of unsound mind;
- (vii) he has not compounded payment with his creditors;
- (viii) he is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (ix) he is competent to contract and enter into this Agreement as per the prevailing Indian Laws:
- 85. The Promoters consider the accuracy of the representations and warranties to be an important and integral part of this agreement and has executed this agreement in reliance of the same:
- 86. The Purchaser hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other laborates incurred or suffered by the Promoters from or due to any breach by the Purchaser of his/her/their covenants, representations and warranties under this Agreement of the Purchaser in complying/performing his/her/their obligations under this Agreement. The Purchaser herein incomplies and keeps the Promoters indemnified against any claim, cost, expense consequence due to breach of the terms, conditions, covenants and conditions of layout, I.O.A., Commencement Certificate, N.O.C. and other sanctions, permissions, Undertakings and Affidavits etc.
- 87. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoters and supersedes, cancel and merges:-
  - All agreements, negotiations, commitments, writings between the Purchasers/s
     and the Promoters prior to the date of execution of this agreement;

All the representation, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoarding, etc. and /or through on any other medium;

The Premoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters under this Agreement.

88. No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect,

diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

## 90. Interpretation

In this Agreement where the context admits:

A. any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated).

- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- B. any reference to the singular shall include the plural and vice-versa;

C. any references to the masculine, the feminine and the neuter shall include each other;

D. any references to a "company" shall include a body corporate,

ly <del>corporate, 2089</del>

- E. the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed.
- F. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to

this Agreement shall include any schedules to it. Any references to Clauses, Sections and schedules are to Clauses, Sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears;

- G. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- H. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- I. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and least the contrary is expressly stated, no clause in this Agreement limits the or application of another clause;
  - in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- K. "the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- L. references to a Person (or to a word importing a Person) shall be construed so as to include:
  - (i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);

that Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and

(iii) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(11)

- M. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- 91. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned
- 92. A notice shall be deemed to have been served as follows:

(i) if personally delivered, at the time of delivery.

(ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

93. For the purposes of this transaction, the details of the PAN of the Promoters and the Purchaser are as follows:-

(i) Promoters PAN

AABCU0294J

(ii) Purchaser's PAN

AARPD3389E

- 94. The Purchaser shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.
- 95. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
- 96. The Purchaser confirms that the Purchaser has/have visited and has paye physically seen the said Property and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Project or the said Building or the said Flat.
- 97. The Purchaser hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flat and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All that piece and parcel of freehold and non-agricultural land admeasuring 9203 sq. mtrs. as per the Property Register Card bearing CTS No. 5530/A siutated at VillageKole-Kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District and bounded as follows:-:

On or towards the North

CST Road

On or towards the South

Bandra Kurla Complex Side, CTS No.4207

Op or towards the East

CTS Nos. 5544 (P), 5542 (P), 7012 and 7046

On or towards the West

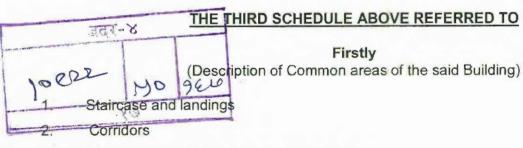
CTS Nos.5550, 5555, 5562, 5559, 5561 and Amenity

Space (CTS No. 5530/A/3)

## THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

Flat No. 503 on 5<sup>th</sup> Floor, of "B" Wing, admeasuring about 121.20 Sq. Mtrs. Carpet in the building "INSIGNIA" to be constructed on the property described in the First Schedule hereinabove.



- Main entrance Lobby with reception area
- 4. Lift Lobby and Landings
- Lifts

## Secondly

(Description of facilities appurtenant to the said Flat)

(i) Deck Area.



## THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of standard fixtures and fittings to be provided in the said Flat)

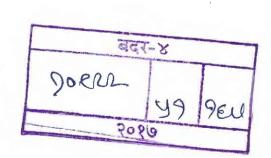
- 1. Modular kitchen with hub, chimney, washing machine, fridge, microwave, Granite top S.S. sink & Service platform along with breakfast table
- 2. Imported marble flooring and wooden flooring in Flat
- 3. Toilets with ceramic tiles & imported marble counters, glass partition
- 4. Premium sanitary fittings
- 5. Provision of Wi-Fi connection
- 6. Heavy section colored anodized aluminum sliding windows
- 7. POP finished walls
- 8. Video door Phone with intercom for security



## THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of Common amenities in the said Building)

- 1. Landscaped gardens
- 2. Society Office
- 3. Children's play area
- 4. Swimming Pool (Adult & kids)
- 5. Male & Female Spa



	SIGNED SEALED AND DELIVERED	)	
	by the withinnamed "Promoters"	)	
THE SEAL OF THE	through director/Authorized Signatory MR. BALVINDER SINGH MALHOTRA  in the presence of	) )	For Ultra Space Developers Pvt. Ltd For Ultra Space Developers Pvt. Ltd Authorized Signatory  Director/Authorised Signatory
	SIGNED AND DELIVERED by the withinnamed "Purchaser"  MR. GHANSHYAM DHANJIBHAI DHOLAKIA  In the presence of	) ) )	Show
	2.		



## Receipt

Purchaser, the sum of Rs. 15637685/(Rupees One Crore Fifty Six Lakhs
)
Thirty Seven Thousand Six Hundred
)
Eighty Five Only) towards instalments
)
paid by him/her/them to us, as within
mentioned,

Rs. 15637685/-We Say Received

**Promoters** 

For Ultra Space Developera Pybytido

Director/Authorized Signatory

Witness:

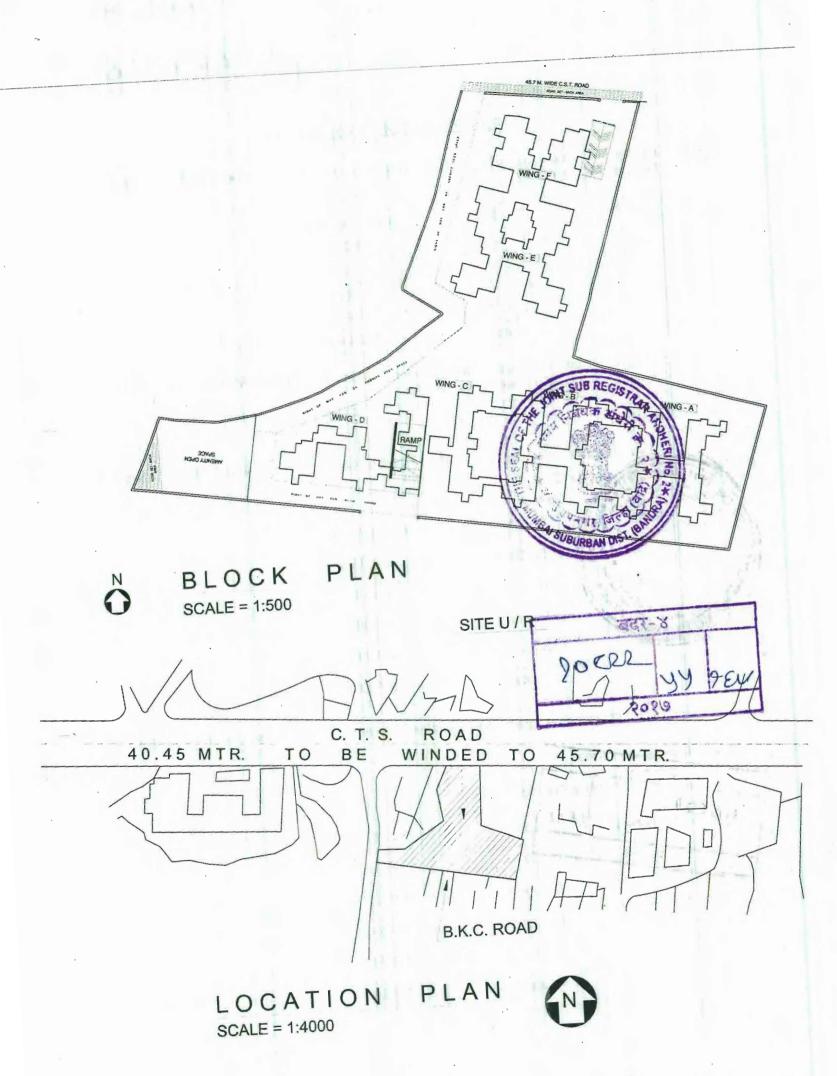
1.

2.

90802 73 9EU









## TO WHOMSOEVER IT MAY CONCERN

Re.: All that the pieces and parcels of land or ground bearing the following CTS Nos. as per the Property Register Card:-

	Total	9874.80
4	5530 / A-3	486 50
3	5530 / A-2	66.00
2	. 5530 / A-1	119.30
1	5530 / A	9203.00
r. No.	CTS No.	Area (sq. mtrs)

situate at Village Kole-kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District, owned by Ultra Space Developers Pvt. Ltd.

#### 1. Location:

All that the pieces and parcels of land or ground bearing the following CTS Nos. as per the

	Total	9874.80
	5530 / A-3	486 50
	5530 / A-2	66.00
2 8/1	· 5530 / A-1	119 30
1 4)	5530 / A	9203.00
Sr. Wo	CTS No.	Area (sq. mtrs)
TOTAL STATES	V= VI	

situate at Village Kole-kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District.

## 2. Dimension / Area:

	Property Register Card	
goeen sr. No.	JE DELOIS NO.	Area (sq. mtrs)
2000	5530 / A	9203.00
2	5530 / A-1	119.30
3	5530 / A-2	66 00
4	5530 / A-3	486 50
	Total	9874.80



## 3. Topography:

Boundaries:-

On or towards the North

CSTRoad

On or towards the South

Bandra Kurla Complex Side, CTS No. 4207

On or towards the East

CTS Nos. 5544 (P), 5542 (P), 7012 and 7046

On or towards the West

CTS Nos. 5550, 5555, 5562, 5559 and 5561.

## 4. Brief History:

a) One Firoz Tin Factory, a partnership firm registered under the provisions on the Indian Partnership Act, 1932, was seized and possessed of and even otherwise was well and sufficiently entitled to all that the pieces and parcels of land or ground bearing the following CTS Nos. as per the Property Register Cards.

			The second second	
Sr. No.	CTS No.	Area (sq. mtrs)	v 14. 43	
1	5530 / A	9203.00		15 12
2	5530 / A-1	119.30	, .	
3	5530 / A-2	66.00	90	K-8
4	5530 / A-3	486.50	DORRA	
	Total	9874.80	70.00	YU DEC
			- 30	080

situate at Village Kole-kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District, hereinafter referred to as "the said Property".

In view of Ultra Space Developers Pvt. Ltd. being desirous of acquiring the said Property and therefore to investigate the title of M/s. Firoz Tin Factory to the said Property, we on behalf of Ultra Space Developers Pvt. Ltd. issued a Public Notice in the Times of India (an English daily). Navshakti (a Marathi Daily) and Janmabhoomi (a Gujarati daily) inviting claims from third parties to the said Property. Pursuant to the publication of the aforesaid public notice, only one objection from M/s. Shekhar Arolkar & Associates was



received by us. M/s. Shelhar Arolkar & Associates, vide their letter dated 11 September 2009, raised an objection on the claim of professional fees in the sum of Rs. 56,25,300/-(Rupees Fifty six lakh twenty five thousand three hundred only) in respect of the said Property. We were then informed by M/s. Firoz Tin Factory, that the amounts due to M/s. Shekhar Arolkar & Co., have been settled in full. M/s. Shekhar Arolkar and Associates, vide their letter dated 14 December, 2009, had confirmed the receipt of entire amount of outstanding professional fees and further M/s. Shekhar Arolkar and Associates confirmed that they have no charge on the said Property.

Thereafter, by under on the terms and conditions and for the consideration more particularly recorded under a Deed of Conveyance dated 30 December, 2009, registered with the Sub-registrar of Assurances at Bandra under Serial No. BDR-4/12093/2009, the said M/s. Firoz Tin Factory, sold, conveyed, assigned and assured the said Property, unto Ultra Space Developers Pvt. Ltd., and Ultra Space Developers Ltd., acquired the said Property, for the consideration and on the terms and appropriately acquired the said Property. Ltd., were put into quiet, vacant and peaceful possession of the said Property.

d) In view of what is stated hereinabove, we are of the opinion that Ultra Space Developers

Pvt. Ltd., are well and sufficiently entitled to the said Property, as the owner thereof and

lave a clear and marketable title thereto.

#### 5. Qualification:-

A. (i) Search in the office of the Sub-registrar of Assurances at Bombay and Bandra:-

We had appointed Mr. N. D. Rane to conduct search in the offices of Sub-Registrar of Assurances at Bombay and Bandra from 1959 to 2009 being a period of 50 years Mr. N. D. Rane caused searches to be done in the offices of Sub-Registrar of Assurances at Bombay and Bandra from 1959 to 2009 being a period of 50 years. Mr. N. D. Rane has observed in his Search Report that in the office of Sub-Registrar of Assurances at Bombay (i) no entries were found for the years 1959, 1962, 1966 to 1971, 1974, 1976, 1982, 1988 to 1991, 1993 to 1997, 1999 to 2001, 2003 to 2007 (ii) some pages are torn out of the records available for the years 1960, 1963, 1964, 1972, 1986, 1987, 1992, 1998, 2002 (iii) records are torn for the years 1961, 1965, 1977 to 1981, 1983 to 1985 (iv) records for the

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year 2008 were sent for binding and (v) records available were till 5 March 2009 and therefore the entry for Deed of Sale dated 10 July 2009, in favour of M/s. Firoz Tin Factory, for Property No. 10 did not find place in the search done in Sub-Registrar of Assurances at Bombay. The Search Report dated 19 September 2009, further states that in the office of the Sub-Registrar at Bandra, (i) records for the years 1959 to 1964, 1971 to 1972, 1973, 1977 to 1981, 1983, 1984, 1989, are torn, (ii) no entries were found for the years 1965 to 1970, 1990 to 1992. 1995 (iii) some pages are torn for the years 1974, 1976, 1982, 1985 to 1988 and 1996 to 2000.

#### B. General:-

a) For the purpose of this opinion we have assumed

i) Copies provided to us are accurate copies of originals

ii) Each document binds the parties intended to be bound thereby

Any statements in the documents, authorization or any cates or confirmations relied upon by us for issuance of this certificate are correct and otherwise genuine;

 iv) We express no view about the zoning/user/reservations/FSI/or developbility of said Property;

v) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.

vi) That there have been no amendments or changes to the documents examined by us.

vii) The accuracy and completeness of all the factual representations made in the documents.

vii) That all prior title documents have been adequately stamped and registered.

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- b) For the purposes of this opinion, we have relied upon information relating to:
  - Lineage, on the basis of revenue records and information provided to us by the owner.
  - ii) Boundaries on the basis of information provided to us by the owner.
- c) For the purposes of this opinion, we have relied upon:-
  - Copies of documents where original documents of title were not available.
  - ii) Copies of Property Register Cards in respect of the said Properties.

A certificate, determination, notification, opinion or the like will not be binding on Indian Court or any arbitrator or judicial or regulatory body which would have independently satisfied, despite any provision in the documents to the correrry.

This opinion is limited to the matters pertaining to Indian Law (as on the date of opinion) alone and we express no opinion on laws of any other jurisdiction.

- f) We are not certifying the boundaries of the said Property nor are we qualified to express our opinion on physical identification of the said Property.
- g) We have not verified issues relating to acquisition and/or reservation of the said Property or any portion thereof by Governmental Authorities
- h) We are not authorized or qualified to express an opinion relating to plan, permissions approval or development potential of the said Property.
- This opinion is addressed to Ultra Space Developers Private Limited alone. This opinion may not be furnished, duoted or relied on by any person or entity other than Ultra Space Developers Private Limited, for any purpose without our prior written consent. It may however be disclosed or furnished by Ultra Space Developers Private Limited, as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority



7. In no circumstances shall the liability, if any, of M/s. Hariani & Co., its Partners, Associates or employees related to the services provided in connection with the preparation of this opinion on title in aggregate exceed the professional fees paid by Ultra Space Developers Private Limited, in that behalf.

Dated this 15 day of March, 2010.

For M/s. Hariani & Co.

Partner





## TO WHOMSOEVER IT MAY CONCERN

Re.: All that the pieces and parcels of land or ground bearing the following CTS numbers as per the Property Register Cards and admeasuring as follows:-

	Total	9874.80
4	5530 / A-3	486.50
3	5530 / A-2	66.00
2	5530 / A-1	119.30
1	5530 / A	9203.00
Sr. No.	CTS No.	Area (sq. mtrs)

all situate at Village Kole-kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District, owned by Ultra Space Developers Pvt. Ltd. ("said Property").

- We had previously issued an Opinion on Title dated 15 March 2010 in respect of the said Property and are issuing this Supplemental Opinion on Title in continuation and furtherance thereto. A certified copy of our Opinion on Title dated 15 March 2010 is annexed hereto as <u>Annexure A</u> hereto.
- 2. For the purpose of issuing this Supplemental Opinion on Title, we appointed Mr. N.D. search clerk to conduct a search in the Office of the concerned Sub Registrar of the search of the said Property for the period from 2009 to 2015.
- 3. On perising of the Search Report dated 26 November 2015 issued by Mr. N.D. Rane based on searches conducted at Sub district Bandra and district B.S.D for the period 2009 to 2015 and the relevant documents furnished by Ultra Space Developers Pvt. Ltd. ("Ultra Space") concerning the said Property that have been executed pursuant to the issuance of the Opinion on Title dated 15 March 2010, the list whereof is set out in the concerning the said Property that have been executed pursuant to the issuance of the Opinion on Title dated 15 March 2010, the list whereof is set out in the concerning the said Property that have been executed pursuant to the issuance of the Opinion on Title dated 15 March 2010, the list whereof is set out in the concerning the said Property that have been executed pursuant to the interest of the Opinion on Title dated 15 March 2010, the list whereof is set out in the concerning the said Property that have been executed pursuant to the interest of the Opinion on Title dated 15 March 2010, the list whereof is set out in the concerning the said Property that have been executed pursuant to the interest of the Opinion on Title dated 15 March 2010, the list whereof is set out in the concerning the said Property that have been executed pursuant to the interest of the Opinion on Title dated 15 March 2010, the list whereof is set out in the concerning the said Property that have been executed pursuant to the property that the concerning the concerning
  - (i) By and under a Debenture Subscription Agreement dated 8 February 2010, Ultra Space has allotted 1250 debentures unto Kotak Alternate Opportunities (India) Fund ("KAOIF") 500 debentures unto ILMS, Logistics Pvt. Ltd.("ILMS") (hereinafter jointly referred to as "Debenture Holders"), in aggregate 1750 (One Thousand Seven Hundred Fifty) debentures of the face value of Rs.10,00,000/-(Rupees Ten Lakh only) (hereinafter referred to as "Debentures") at par aggregating to Rs.175,00,00,000/- (Rupees One Hundred Seventy Five Crore Only) on private placement basis and on the terms and conditions more particularly recorded therein.

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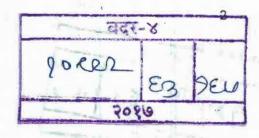
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Tel-91-22-2278 0600 / 22022733 / 22041824. Fax. 91-22-22011 a 14. E-mail mumbal@hariam.co.in www.hariani.co.in

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- Simultaneously, by and under a Debenture Trust Deed dated 8 February 2010 (ii) executed between Ultra Space, therein referred to as the Company of the First Part, KAOIF, therein referred to as the KAOIF of the Second Part, ILMS, therein referred to as MS of third Part and IDBI Trusteeship Services Ltd. ("ITSL") therein referred to as the Debenture Trustee of the Other Part and registered with the Sub Registrar of Assurances under Serial No. BDR-1-01522 of 2010 hereinafter referred to as ("Debenture Trust Deed"), ITSL agreed to act as the debenture trustee for the Debenture Holders in respect of the Debentures issued on the terms and conditions and for the remuneration more particularly contained therein. To secure payment to the Debenture Holders, remuneration to the Debenture Trustee and all other fees, costs, charges and expenses as per terms of the Debenture Trust Deed, Ultra Space conveyed, transferred and assured unto ITSL all its right, title and interest in the said Property as and by way of mortgage subject to the covenant that upon satisfaction, payment and redemption of the Debentures and all other amounts as agreed therein ITSL would reconvey the said Property in favour of Ultra Space.
- (iii) We have been informed by the authorised representatives of Ultra Space that in view of certain sales and transfers prior to redemption, the Debentures were held by ILMS (500 Debentures), Kotak Investment Advisors Limited ("KIAL") (43 Debentures), KAOIF (388 Debentures) and Mantel and Information Committee ("MIL") (819 Debentures), thus the reference to the term Debenture House's tenceforth shall mean and deem to include ILMS, KIAL, KAOIF and MIL.
- (iv) In view of Ultra Space redeeming the Debentures as also having repaid all amounts as agreed under the Debenture Trust Deed to the Debenture/Holders, each of the Debenture Holders issued No Dues Letters, all dated about 2014 to ITSL inter alia stating that there are no outstands a syable by Ultra Space to the Debenture Holders and gave their no objection for release of security and also for making necessary filings with the Registrar of Companies towards the satisfaction of charge.
- (v) Accordingly ITSL also under its letter dated 15 January 2014 conveyed its no objection to Ultra Space for filing necessary forms towards satisfaction of charge with the concerned Registrar of Companies and recording reconveyance.
- (vi) By a Deed of Reconveyance dated 17 January 2014 and entered into between ITSL, therein referred to as the Trustee / the Debenture Trustee of the One Part



and Ultra Space, therein referred to as the Company of the Other Part and registered with the Sub Registrar of Assurances under Serial No. BDR/4/404 of 2014, in consideration of Ultra Space having redeemed the Debentures and having repaid the Debenture Holders in full satisfaction and discharge of all amounts due and payable by Ultra Space to ITSL, ITSL thereby reconveyed, released and retransferred unto Ultra Space the said Property in the manner more particularly recorded therein.

- (vii) Thereafter, pursuant to filing of the necessary forms by Ultra Space, the Registrar of Companies issued a Memorandum of Satisfaction of Mortgage dated 23 January 2014 inter alia certifying that the charge / mortgage amounting to Rs.175,00,00,000/- (Rupees One Hundred Seventy Five Crore Only) has been satisfied on 31 December 2013 in accordance with the provisions of the Companies Act, 1956.
- 4. Subject to what is stated in our earlier Opinion on Title dated 15 March 2010 and also subject to what is stated herein, we are of the opinion that Ultra Space Developers Pvt. Ltd. is well and sufficiently entitled to the said Property as the owner thereof and has a clear and marketable title thereto.

#### General:-

a) For the purpose of this opinion we repeat and reiterate all the qualifications recorded by us in the Title Certificate dated 15 March 2010 and in addition thereto we have assumed:

Copies provided to us are accurate copies of originals;

ach document binds the parties intended to be bound thereby;

Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this title certificate are correct and otherwise genuine;

- (iv) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
- (v) That there have been no amendments or changes to the documents examined by us.
- (vi) The accuracy and completeness of all the factual representations made in the documents.



- (vii) That all prior title documents have been adequately stamped and registered.
- b) For the purposes of this opinion, we have relied upon copies of Property Register Cards in respect of the said Property.
- c) This opinion is addressed to Ultra Space Developers Private Limited alone. This opinion may not be furnished, quoted or relied on by any person or entity other than Ultra Space Developers Private Limited, for any purpose without our prior written consent. It may however be disclosed or furnished by Ultra Space Developers Private Limited, as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.
- 6. In no circumstances shall the liability, if any, of M/s. Hariani & Co., its Partners, Associates or employees related to the services provided in connection with the preparation of this opinion on title in aggregate exceed the professional fees paid by Ultra Space Developers Private Limited, in that behalf.

Dated this July day of December, 2015.

For M/s. Hariani & Co.

Partner

COINT SUB REGISTAL PROPERTY OF THE PROPERTY OF

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# ANNEXURE - A



## TO WHOMSOEVER IT MAY CONCERN

Re.: All that the pieces and parcels of land or ground bearing the following CTS Nos. as per the Property Register Card:-

Sr. No.	CTS No.	Area (sq. mtrs)
1	5530 / A	9203.00
2	5530 / A-1	119.30
.3	5530 / A-2	66.00
4	5530 / A-3	486.50
	Total	9874.80

situate at Village Kole-kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District, owned by Ultra Space Developers Pvt, Ltd..

Lecation:

All that the pieces and parcels of land or ground bearing the following CTS Nos. as per the

	Total	9874.80
4 MAU	5530 / A-3	486,50
3	5530 / A-2	66.00
AN Dist	5530 / A-1	119.30
18/3	5530 / A	9203.00
Sr. No.	CTS No.	Area (sq. mtrs)

situate at Village Kole-kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District.

#### 2. Dimension / Area:

As per the Property Register Card

Sr. No.	CTS No.	Area (sq. mtrs)
1.	5530 / A	9203.00
2	5530 / A-1	119.30
3	5530 / A-2	66.00
4	5530 / A-3	486.50
Maria de Caracteria de Caracte	Total	9874.80

02 9st Floor, 16, Bruce Street, Homi Mody Street. Fort. Mumbar - 400 001. India

Tel. 91-22-2278 0600 / 22022733 / 22041824, Fax. 91-22-22046823. E-mail - mumbai@hariani.co.m Website ; www.hariani.co.in

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## 3. Topography:

Boundaries:-

On or towards the North

CST Road

On or towards the South

Bandra Kurla Complex Side, CTS No. 4207

On or towards the East

CTS Nos. 5544 (P), 5542 (P), 7012 and 7046

On or towards the West

CTS Nos. 5550, 5555, 556

## 4. Brief History:

a) One Firoz Tin Factory, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, was seized and possessed beard even otherwise was well and sufficiently entitled to all that the pieces and parcels to land or growth bearing the following CTS Nos. as per the Property Register Card:-

	Total	9874.80
4	5530 / A-3	486.50
3	5530 / A-2	66.00
2	5530 / A-1	119.30
1	5530 / A	9203.00
Sr. No.	CTS No.	Area (sq. mtrs)

situate at Village Kole-kalyan, Taluka Andheri, Santacruz (East), of Mumbai Suburban District, hereinafter referred to as "the said Property".

b) In view of Ultra Space Developers Pvt. Ltd. being desirous of acquiring the said Property and therefore to investigate the title of M/s. Firoz Tin Factory to the said Property, we on behalf of Ultra Space Developers Pvt. Ltd. issued a Public Notice in the Times of India (an English daily), Navshakti (a Marathi Daily) and Janmabhoomi (a Gujarati daily) inviting claims from third parties to the said Property. Pursuant to the publication of the aforesaid public notice, only one objection from M/s. Shekher Arotkar & Associates was

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received by us. M/s. Shelhar Arolkar & Associates, vide their letter dated 11 September 2009, raised an objection on the claim of professional fees in the sum of Rs. 56,25,300/-(Rupees Fifty six lakh twenty five thousand three hundred only) in respect of the said Property. We were then informed by M/s. Firoz Tin Factory, that the amounts due to M/s. Shekhar Arolkar & Co., have been settled in full. M/s. Shekhar Arolkar and Associates, vide their letter dated 14 December, 2009, had confirmed the receipt of entire amount of outstanding professional fees and further M/s. Shekhar Arolkar and Associates confirmed that they have no charge on the said Property.

Thereafter, by under on the terms and conditions and for the consideration more ularly recorded under a Deed of Conveyance dated 30 December, 2009, d with the Sub-registrar of Assurances at Bandra under Serial No. BDR-009, the said M/s. Firoz Tin Factory, sold, conveyed, assigned and assured the sald Property, unto Ultra Space Developers Pvt. Ltd., and Ultra Space Developers Pvt Low / acquired the said Property, for the consideration and on the terms and conditions more particularly recorded therein and simultaneously with the execution thereof. Ultra Space Developers Pvt. Ltd., were put into quiet, vacant and peaceful ossession of the said Property.

d) In view of what is stated hereinabove, we are of the opinion that Ultra Space Developers Pvt. Ltd., are well and sufficiently entitled to the said Property, as the owner thereof and have a clear and marketable title thereto.

#### Qualification:-5.

Search in the office of the Sub-registrar of Assurances at Bombay and (i) Bandra:-

> We had appointed Mr. N. D. Rane to conduct search in the offices of Sub-Registrar of Assurances at Bombay and Bandra from 1959 to 2009 being a period of 50 years, Mr. N. D. Rane caused searches to be done in the offices of Sub-Registrar of Assurances at Bombay and Bandra from 1959 to 2009 being a period of 50 years. Mr. N. D. Rane has observed in his Search Report that in the office of Sub-Registrar of Assurances at Bombay (i) no entries were found for the years 1959, 1962, 1966 to 1971, 1974, 1976, 1982, 1988 to 1991, 1993 to 1997. 1999 to 2001, 2003 to 2007 (ii) some pages are torn out of the records available or the years 1960, 1963, 1964, 1972, 1986, 1987, 1992, 1998, 2002 (iii) records re form or the years 1961, 1965, 1977 to 1981, 1983 to 1985 (iv) records for the

year 2008 were sent for binding and (v) records available were till 5 March 2009 and therefore the entry for Deed of Sale dated 10 July 2009, in favour of M/s. Firoz Tin Factory, for Property No. 10 did not find place in the search done in Sub-Registrar of Assurances at Bombay. The Search Report dated 19 September 2009, further states that in the office of the Sub-Registrar at Bandra, (i) records for the years 1959 to 1964, 1971 to 1972, 1973, 1977 to 1981, 1983. 1984, 1989, are forn, (ii) no entries were found for the years 1965 to 1970, 1990 to 1992, 1995 (iii) some pages are tom for the years 1974, 1976, 1982, 1985 to 1988 and 1996 to 2000.

#### B. General:-

- For the purpose of this opinion we have assumed a)
  - Copies provided to us are accurate copies i)
  - Each document binds the parties intended to be bound thereby: ii)
  - iii) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this title certificate are correct and otherwise genuine;
  - iv) We express no view about the zoning/user/reservations/FSI/or developbility of said Property:
  - The legal capacity of all natural persons, genuineness of all signatures, V) authenticity of all documents submitted to us as certified or photocopies.
  - vi) That there have been no amendments or changes to the documents examined by us.

vii) The accuracy and completeness of all-the factual representations made in the documents.

That all prior title documents have been adequate stamped and VII) registered.

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- b) For the purposes of this opinion, we have relied upon information relating to:
  - Lineage, on the basis of revenue records and information provided to us by the owner.
  - ii) Boundaries on the basis of information provided to us by the owner.

the purposes of this opinion, we have relied upon:-

Copies of documents where original documents of title were not available.

Copies of Property Register Cards in respect of the said Properties.

- d) A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- e) This opinion is limited to the matters pertaining to Indian Law (as on the date of this opinion) alone and we express no opinion on laws of any other jurisdiction.
- f) We are not certifying the boundaries of the said Property nor are we qualified to express our opinion on physical identification of the said Property.
- g) We have not verified issues relating to acquisition and/or reservation of the said Property or any portion thereof by Governmental Authorities.

We are not authorized or qualified to express an opinion relating to plan, permissions approval or development potential of the said Property.

This opinion is addressed to Ultra Space Developers Private Limited alone. This opinion may not be unished, quoted or relied on by any person or entity other than Ultra Space Developers Private Limited, for any purpose without our prior written consent. It may however be disclosed or furnished by Ultra Space Developers Private Limited, as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

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7. In no circumstances shall the liability, if any, of M/s. Hariani & Co., its Partners, Associates or employees related to the services provided in connection with the preparation of this opinion on title in aggregate exceed the professional fees paid by Ultra Space Developers Private Limited, in that behalf.

Dated this 15 day of March, 2010.

For M/s. Hariani & Co.

Partner

FOT HARIANI & CO.

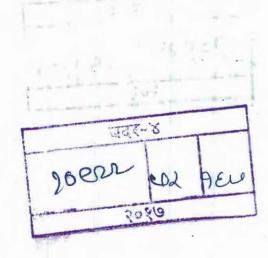




### ANNEXURE - B

#### List of documents relied upon:

- 1. Search Report dated 26 November 2015 issued by search clerk, Mr. N.D.Rane;
- Debenture Subscription Agreement dated 8 February 2010 executed between Ultra Space Developers Pvt. Ltd. and Kotak Alternate Opportunities (India) Fund;
- 3. Debenture Trust Deed dated 8 February 2010 executed between Ultra Space Developers Pvt. Ltd. therein referred to as the Company of the First Part, Kotak Alternate Oppurtunities (India) Fund, therein referred to as the KAOIF of the Second Part, ILMS Lociotics, therein referred to as MS of third Part and IDBI Trusteeship Services Ltd. Therein Volumed to as the Debenture Trustee of the Other Part and registered with the Sub Registrat of Assurances under Serial No. BDR-1-01522 of 2010;
- 4. (i) No Due Letter dated 7 January 2014 issued by ILMS to ITSL and Ultra Space;
  - (ii) No Dues Letter dated 7 January 2014 issued by KIAL to ITSL and Ultra Space;
  - (iii) No Dues Letter dated 7 January 2014 issued by MIL to ITSL and Ultra Space; and No Dues Letter dated 7 January 2014 issued by KAOIF to ITSL and Ultra Space.
- 5. Deed of Reconveyance dated 17 January 2014 and entered into between ITSL, therein referred to as the Trustee / the Debenture Trustee of the One Part and Ultra Space, therein referred to as the Company of the Other Part and registered with the Sub Registrar of Assurances under Serial No. BDR/4/404 of 2014; and
- 6. Property Register Cards for the said Property.



EC-48

346	Talling site	
Form 88	and date of this letter.	H and K — Waids, Municipal Office, R. K. Patker Mars andra (West), Mumbai-400 960
	Intimation of Disapproval under Section 346 of Municipal Corporation Act, as amended up	the Mumbai
	CE / 9501 / BSII / AH	
	No. E.B./CE/ BS/A of	1200 - 200 5 MAR 2018
MEMORANDU	M	Municipal Office,
		ONTESTIO NEGO 200
M/s.	ULTRA SPACE DEVELOPERS PVT. LTD.	्रिकें दिल्लंबन के दे
letaile of your bui	rence to your Notice, letter No. 9530 dated 25  200 and the plans, Sections Specifications and I  Idings at Plot bearing C.T.S. Nos. 5530/A, 55	exception and further particulars and
	etter, dated Kolekalyano Santaquiz Castlorm yo	St. J.M. Carlotte and Carlotte
	to be erected or executed, and I therefore hereby formally i	The state of the s
ne Bombay Mur	nicipal Corporation Act as amended upto-date, my disar	provar by thereof reasons
A	CONDITIONS TO BE COMPLIED WITH BEFO BEFORE PLINTH C.C.	ORE STARTING THE WORK /
.1	That the commencement certificate under section 44/ obtained before starting the proposed work.	69 (1)(a) of the M.R.T.P. Act will not be
2	That the compound wall is not constructed on all sid line with foundation below level of bottom of road si rain water from the adjoining holding to prove posse No.38(27) before starting the work.	de drain without obstructing the flow of
3)	That the low lying plot will not be filled upto a reduce adjoining road level whichever is higher with muru levelled, rolled and consolidated and sloped towards to	m, earth, boulders etc. and will not be
4)	That the specifications for layout / D.P. / or access renot be obtained from E.E.R.C.(W.S.) before starting to setback land will not be developed accordingly inclusion E.E.R.C.(W.S.)/ E.E.S.W.D. of W.S. before sub-	the construction work and the access and ding providing street lights and S. V.D. mitting B.C.C.
. 5)	That the Structural Engineer will not be appointed. (regulation 5(3)(ix) will not be submitted by him.	Supervision memo as per appendix XI
		2086
6	) That the structural design and calculations for the p showing adequacy thereof to take up the additional lo	ad will not be submitted before C.C.

to the postation of Orban Land

reliand and Requisited Act. 1974

BMPP-5505-2009-10-5,000 Forms (4 Pages I/B) This 1.0 D /C E is instead eutiped

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

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

To the Special Instructions and Note accompanying this Intimation of Disapproval.

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Wards.

### SPECIAL INSTRUCTIONS

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

- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
  - (3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:--

BURBAN DIS

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

- "(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be-laid in such street"
- "(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.)- of such building.
  - "(c) Not less than 92 ft. ( ) meters above Town Hall Datum."
- (4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrescreetive 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 on occupation is detected by the Assessor and Collector's Department.

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

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

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

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

Ex. Engineer Bidg. Proposal (W.S.)

H and K — Wards,

Municipal Office, R. K. Patka Marg

- 7) That the regular / sanctioned / proposed lines and reservations, C.R.Z. marking 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.
- 8) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 9) 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 Asst. Commissioner [H/East] that the ownership of the setback land will not be transferred in the name of M.C.G.M. before demolition of existing building.
- 10) That the agreement with the existing tenant along with the list will not be submitted before C.C.
- 11) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 12) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 13) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 14) That the requirements of N.O.C. of (i) Reliance Energy, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. [H/East], [v] S.P. [vi] S.W.D., [vii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 15) That the basement will not comply with basement rules and regulations and registered undertaking, for not misusing the basement will not be submitted before C.C.
- 16) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 17) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/East ward] shall not be submitted before applying for C.C.
- 18) That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 19) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 20) That the registered undertaking in prescribed proforms agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 21) That the N.O.C. from Society along with certified extract of General Body Resolution for development additions and alterations will not be submitted before C.C.
- 22) That the N.O.C. from M.M.R.D.A., Highway Authority, M.O.E.F., U.D. dept., C.R.Z. clearance will not be submitted before asking for C.C.
- 23) That the requisite premium as intimated will not be paid before applying for C.C.

H and K - Wards

CE / 9501 / BSII / AH

Municipal Offico, R. K. Patkar harg Sandra (West), Mumbai-400 050

- 24) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 25) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 26) That the Janata Insurance Policy or policy to cover the compensation claims arising out of will not be taken out before starting the work and also will not be renewed during the construction work.
- 27) That the NO & from Superintendent of Garden for tree authority shall not be submitted.
- 28) That the soil investigation will not be done and report thereof will not be submitted with structural design/
- 29 That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 30) That no main beam in 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.
- 31) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 32) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 33) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 34) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 35) That the registered undertaking for not misusing the part / pocket terraces / A.H.Us. and area claimed free of F.S.I. will not be submitted.
- That the registered undertaking for water proofing of terrace and Nani traps shall not be submitted.
  - 37) That the N.O.C. from E.E.[M&E] for parking layout in the basement / podium shall not be submitted.
    - 38) That setback area shall not be handed over to M.C.G.M.
    - 39) That the Indemnity Bond for compliance of 1.O.D. conditions shall not be submitted.

H and K — Wards.

Municipal Office, R. K. Patker Marg

40) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.

- 41) That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-124/2007/UD-11 dt.6/6/2007 shall not be submitted.
- 42) That the N.O.C. from E.E. Mech. (E.I.) P&D for the provision of artificial light, ventilation and / or A.H.U. shall not be submitted.
- 43) That the sheet piling along with diaphragm wall shall not be constructed taking all the precautionary measures under the strict supervision of registered Structural Engineer before actual work of basement is taken in hand.
- 44) That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plints C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.
- 45) That the debris removal deposit of Rs. 45,000/- or Rs. 24 per sq.ft. of the built up area, whichever is less will not be paid before further C.C.
- 46) That the 'Debris Management Plan' shall not be got approved from Excessive Env. I and the conditions therein shall not be complied with.
- 47) That the N.O.C. from Collector M.S.D. for excavation of land shall not be submitted.
- 48) That remarks / specifications regarding formation level and construction of road from the office of Dy.Chief Engineer [Roads]W.S. shall not be obtained before applying for C.C.
- B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.
- That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion
  of plinth.
- That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
- That the debris shall not be transported to the respective Municipal dumping site and challan
  to that effect shall not be submitted to this office for record.
- 4. That the N.O.C. from A.A. & C. [H/East] shall not be submitted

5. That the plinth stability certificate from R.C.C. consultant shall not be submitted.

not be submitted.

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That the work-start notice shall not be submitted.

7. That the design of the road crust obtained from the Road Consultant of the office of Dy. Chief Engineer [Roads]W.S. to carry out the construction of road upto sub-base level as per the design shall not be complied with before asking for C.C. beyond plinth.

8. That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / utilities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications.

CE / 9501 / BSII / AH

ex. Engineer Bidg. Proposal (W.a., H and K - Wards, Municipal Office, R. K. Patkar Marg

- Sandra (West), Mumbai-400 050 That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
- That the quality control for building work / for structural work / supervision of the work shall not be 10. done and certificate to that effect shall not be submitted periodically in proforma.

## C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

- 1) That some of drains will not be laid internally with C.I. pipes.
- That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- I such at the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) 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 well will not be covered with R.C.C. slab.
- That the 10' wide paved pathway upto staircase will not be provided.
- Bull hat office surrounding open spaces, parking spaces and terrace will not be kept open and about upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg, or submitting the B.C.C. whichever is earlier.
- 7) That the name plate/board showing plot no., name of the bldg, etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
- That the carriage entrance will not be provided before starting the work.
- 9) That the parking spaces will not be provided as per D.C.R. No.36.
- 10) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor. 106 1984
- 14) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 15) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 16) That the necessary arrangement of borewell shall not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.

ex. Engineer Bldg, Proposal (w.5., H and K — Wards,

SII / AH Municipal Office, R. K. Patkar Narg

- 17) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt. notification under Sec.37[2] of M.R.T.P. Act, 1966.
- 18) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 19) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.

20) That the Drainage Completion Certificate shall not be submitted

21) That the Lift Inspector's completion certificate shall not be submitted.

22) That the structural stability certificate shall not be submitted.

23) That the Site Supervisor's completion certificate shall not be submitted.

24) That the smoke test certificate shall not be submitted.

25) That the water proofing certificate shall not be submitted.

26) That the setback area shall not be transferred in the name of M.C.G.M.

- 27) That the P.R.Card for amalgamated plots in the name of applicant shall not be submitted.
- 28) That the final completion certificate from C.F.O. shall not be submitted,
- 29) That the N.O.C. from A.A. & C. [H/East] shall not be submitted.
- 30) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 31) That the completion certificate from E.E. Mech. (E.I.) P&D for the provision of artificial light, ventilation and / or A.H.U. shall not be submitted.
- 32) That the construction of road including S.W.Drain and footpath, providing central dividers, lane marking and providing street furniture and obtain completion certificate from E.E. [Roads]W.S. shall not be submitted before applying for occupation.

33) That the payment towards the difference in pro-rata cost of C.C. road and asphalt road for road width of 18.30 mtrs. and above shall not be made in the office of Dy.Chief Engineer [Roads] before applying for occupation.

D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

That the certificate under Sec.270-A of the B.M.C. Act will not be obtained from H.E.'s department regarding adequacy of water supply.

FE. E. B. P. (W.S.) H&R Wald

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#### NOTES

- (1) The work should not be started unless objections A are complied with ( / to 48)
- (2) A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposite 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) eggers uitary accommodation on full flusing system with necessary drainage arrangement should be someworkers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intumate 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. Further than will be presume that Municipal tap water has been consumed on the construction works and office preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debrics, 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 commence of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non-water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submittion of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13·(h) (H). of the Rent Act and in the event of your proceeding with the work either without an inimation 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 with drawn.
- (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:-
  - (i) Specific plans in respect of eviciting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this of face 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 reorns deriving light and it 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; when the kage and consequent nuisance to the tenants staying on the floor below.
- the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter, the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.

(31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.

- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
  - (b) Lintels or Arches should be provided over Door and Window opening.
  - (c) The drains should be laid as require under Section 234-1 (a).
  - (d) The inspection chamber should be plastered inside and outside.

(33) If the proposed aditional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO-ARCHITECT OWNER & Believes Bullet Property also

9EU



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	MUNICIPAL CORPORATION OF GREATER MUMBAI
ጥ	FORM 'A'
111	is I.O.D./C.C. is is that subject a regional and town planning act, 1966
	the provision of Urban Land No. CE1950 / BSIL/WS/AH/AK-L. CHE/WS/ /H/K/337(NEW) lling and Regulation Act. 1976 COMMENCEMENT CERTIFICATE
-	To,  ULTRA SPACE  Hand K-Wards  Municipal Office, R. K. Pather Marg.
	Bandra (West), Mumbal - 400 050
	Sir,
	With reference to your application No. 4760 dated 27.1-2010 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 Sea on 346 of the
	Mumbai Municipal Corporation Act 1888 to erect a building.
	To the development work of Prop bldg CTS No. 5330/911
	at premises at Street. CST Rd village Kollekal Yan plot
	No. situated at Santaczus CE) Ward HIE 3
	The Commencement Certificate/Building Permit is granted on the following conditions
	1. The land vacated in consequence of the endorsement of the sewack line/road widehing live shall
ż	form part of the public street.
	2. That no new building or part there of shall be occupied or allow the becaused 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 subseequent 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 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 42 of 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
1	Assistant Engineer to exercise his powers and functions of the Planning
	Authority under Section 45 of the said Act.
	This CC is valid upto
The Cor	mmencement Certificate is
for carn	For and on behalf of Local Authority
cotos	THE VOICE WORK IN THE ACT THE
at p	ed -
7-70	Live Engineer, Bldg.Proposal
	(Western Subs.) 'H & K/West' 'K/East /Wards'
	FOR
	MUNICIPAL CORPORATION OF GREATER MUMBAI

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valid up to 29/6/2011 CE/9501 /BSII/WS/AH

2 FEB 2011

Further C.C. is now extended up to The endorsed of CC up to top of balancest.

height as per approved plantated. 1.1.2011

8. B. P. (W.S.) H & K Ward

valid up to 29 35 20/3
CE/ 950/ /BSII/WS/AH

2 8 JAN 2013

Further C.C. is now extended up to 22 - endorset. C. upto open basement of wing A to D

20/-20///3 R. B. P. (W.S.) H & K Ward

valid up to 29/6/20/3 CE/ 950/ /BSII/WS/AH

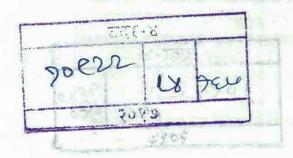
17 MAY 2013

> 3d 1-17/5/13 R.B.P. (W.S.) H & K Ward

valid up to 29/6/20/3. CE/950/ /BSII/WS/AH

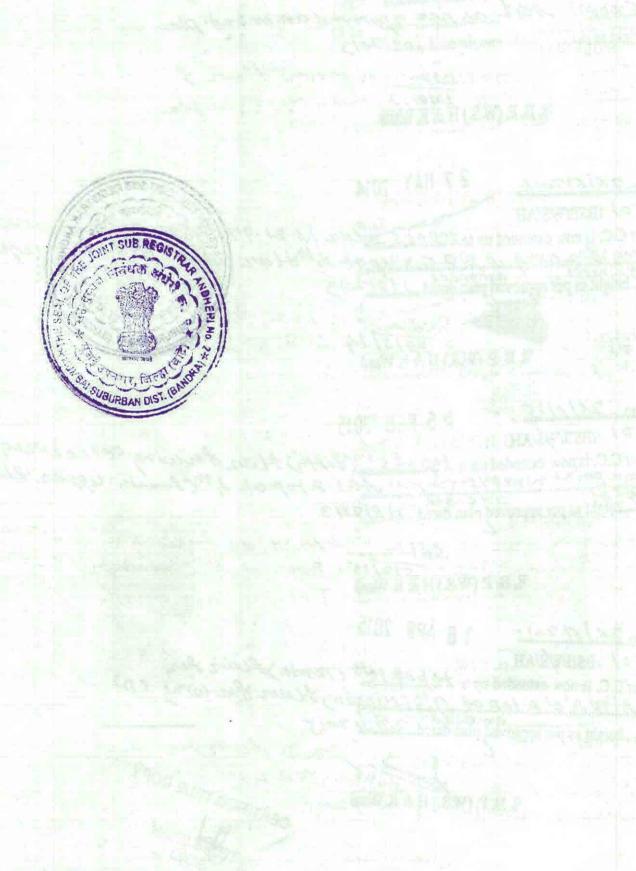
1 2 JUN 2013

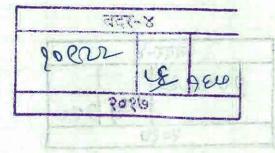
Further C.C. is now extended up to top as Upper flew for wing (A'toF'). c.



7 4 AUG 2013 didupto 26/8/2014 CEI 9501 BSTINSIAH Further C.C. is now inded up to toped appear ground flow for i.e. LA 6:00mt AGZ as per approved amended plan height as pur ..... fon dated. 1. 1.0.8/20/3 13/8/13 8. B. P. (W.S.) H & K Wand 2 7 MAY 2014 valid up to. 26/6/2014 CE/ 950/ BSILTYS/AH Further C.C. is now extended up to topof stellar ht 21.97 eighte ninetyseren) ter wing ABQC stop of 4th Herr. rinetyninems armended 11812013 2715/14 R. B. P. (W.S.) H & K Ward valid up to 26/6/15 \$ 5 FEB 2015 Further C.C. is now extended up to top of 5-th (fifth) flow for wing (E) 1.elt 21.97 Commenty one point ninety seven ma) Across the state of the order of the seven for the seven may across the seven ninetyseven mi) AGI 2 top of 4 me fourth, upper flu Les na CF amonded Les 120/3 R. B. P. (W.S.) H & K Ward 16 APR 2015 valid up to 25/5/2015 Further C.C. is now extended up to topof 10th (Tenth) flein for CEI 950/ BSII/WS/AH wing (A'B' &'C' a top of 9th (Nineth) fleen for wing (D) Time height as per approved plan dated. 23/3/2015 CERTIFIED TOUE COPY F. B. P. (W.S.) H & K Ward बदर-४ goerr 50810

CE |9501 | WS/AH |BS II





### MUNICIPAL CORPORATION OF GREATER MUMBA CE /9501/BSII/AH of

. Square Consultants,

nitect

B-Building, Shyam Kamal Apartment, rwal Market, Vileparle (East), nbai - 400057.

Ex. Engineer Bldg. Proposal (W.S.) H and K - Wards Municipal Office, R. K. Potkar Marg, Bandra (West), Mumbai - 400 050

P amended to

Sub:- Proposed building on plot bearing C.T.S. No.5530A-1 to 3 of Village Kolekalvan at Santacruz (East).

Your letter dated Ref:

There is no objection to your carrying out the work as per amended plans r letter under reference subject to the following conditions:-

1) All the objections of this office LO.D. under even no. dated 5.3.10 should be complied with.

changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.

3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.

4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.

5) That the regulation No.45 and 46 of D.C.Reg. 1991 shall be complied with.

6) That the letter box shall be provided at the ground floor for all the tenements.

7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.

That all the cantilevers [projections] shall be designed for five times the load as per LS, code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the head water storage tank, etc.

10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.

11) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall be appointed in

consultation with P.C.O.[K/W]

12) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will not be submitted.

13) That the revised R.C.C. drawing/designs, calculations shall be submitted through Treensed

Structural Engineer.

14) That the R.U.T. against misuse of part terrace shall be submitted.

15) That the N.O.C. from E.E.(T&C) shall be submitted.

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Ex. Engineer Blog. Proposal (W.S.)
H and K - War in
Municipal Office, S. K. Patker Marg.
Bandra (West), Mumbai - 400 050

16) That the condition of revised bye-law 4[c] shall be complied with.

If the payments shall be made,

.O.C. from A.A.& C. (H/East Ward) shall be submitted.

as in token of approval is enclosed herewith.

Yours faithfully,

Executive Engineer, Building Proposals, (Western Suburbs) H War

Owner: M/s. Ultra Space Developers Pvt. Ltd.

Assistant Commissioner.H/East Ward.

31 A.E.W.W.H/East Ward.

Forwarded for information please

9800

Ex. Engineer Bldg. Proposal (W.S.)

H and K - Wards

Municipal Office, R. K. Patkar Marg,

Bandra West), Mumbal, 400,050

# MUNICIPAL CORPORATION OF GREATER MUNICIPAL CORPORATION OF GREATER MUNICIPAL West), Mumbai - 400 050

No.: CE /9501/BSII/AH of A

22 OCT 2012

To,
M/s. Square Consultants,
Architect,
113, B-Building, Shyam Kamal Apartment,
Agarwal Market, Vileparle (East),
Mumbai – 400057.

Sub: Proposed building on plot bearing No.5530/A & 5530A-1 to 3 of Villa at Santacruz (East).

Ref: Your letter dated 20-9-2012.



There is no objection to your carrying out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions:-

1) All the objections of this office I.O.D. under even no. dated 05-3-2010 shall be applicable and should be complied with.

2) The changes proposed shall be shown on the canvas mounted plans, to be submitted at the time of B.C.C.

3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.

4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.

That the regulation No.45 and 46 of D.C.Reg. 1991 shall be complied with.

6) That the letter box shall be provided at the ground floor for all the tenements.

7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

That no main beam in R.C.C. framed structure shall be less than 230 mm, wide. The size of the columns shall also be governed as per the applicable I.S. Codes.

That all the cantilevers [projections] shall be designed for five the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.

11) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall be appointed in consultation with P.C.O.[H/E]

12) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, shall be submitted.

13) That the revised R.C.C. drawing/designs, calculations shall be

submitted through Licensed Structural Engineer.

14) That the R.U.T. against misuse of part terrace shall be submitted.

15) That the N.O.C. from E.E.(T&C) shall be submitted.

16) That the condition of revised bye-law 4[c] shall be complied with.

17) That all the payments shall be made.

19)

18) That the N.O.C. from A.A.& C. (H/East Ward) shall be submitted.

That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechaniz system /nuisance due to mechanized system to any person shall be submitted.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

Executive Engineer, Building Proposals, (Western Suburbs) H Ward.

Copy to [ 1] Owner: M/s. Ultra Space Developers Pvt. Ltd.

21 Assistant Commissioner/East Ward.

3] A.E.W.W.H/East Ward.

Forwarded for information please

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MUNICIPAL CORPORATION OF GREATER MUMBAI

CE/9501/BSII/AH

- 5 AUG 2013] TO THE THE PARTY OF THE PARTY

To:
M/s.Square Consultants,
Architects,
F/103, Shyam Kamal C Bldg.,
Agarwal Market, Off Tejpal Road,
Vileparle (E), Mumbai-400 057.

Sub:- Proposed residential building on plot bearing C.T.S. No.5530/A-1 to 3 of village Kolkalyan at Santacruz (E), Mumbai.

Gentleman,

Ref: Your letter dated 10-7-2013.

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

All the objections of this office I.O.D. under even no. dated 95-3-2010 shall be applicable and should be complied with.

2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.

That every part of the building constructed and more varticularly overhead water tank will be provided with proper access for the taff of Insecticide Officer with a provision of temporary but safe and ladder.

4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.

5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with

6) That the letter box shall be provided at the ground floor for all the tenements.

7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.

9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.

11) That the revised R.C.C. drawing/designs, calculations submitted through Licensed Structural Engineer.

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12) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall be appointed in consultation with P.C.O.[H/East Ward).

13) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will not be submitted.

That the condition of revised bye-law 4[c] shall be complied with.

That the N.O.C. from Civil Aviation shall be submitted.

hat the NOC from A.A. & C., H/East Ward shall be submitted.

the Labour Welfare Tax of 1% of construction cost as per ready

That all the payments shall be made.

Phal the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall be submitted.

One set of plans in token of approval is enclosed herewith.

20802 PEN 2080

Yours faithfully,

Sd — Executive Engineer, Building Proposais, (Western Suburbs) H Ward

Copy to M/s.Ultra Space Developers Pvt.Ltd.

2] Assistant Commissioner, H/East Ward

3] A.E.W.W., H/East Ward

Forwarded for information please

Executive Engineer, Building Proposals,
(Western Suburbs) H Ward

To, Shri Tejas M. Shah M/s.Square Consultants, 113, Shyam Kamal, Agarwal Market, Off Tejpal Road, Vileparle (E), Mumbai-400 057. Ex. Engineer Bldg. Proposal (W.S.) H And K Wards Muncipal Office, R. K. Patkar Marg Bandra (West), Mumbai-400 050.

Sub:- Proposed development of bldg. on plot bearing C.T.S. No.5530/A, 5530/A 1 to 3 of village Kolekalyan, at Santacruz (East)

Ref: Your letter dated 26.11.2014

#### Gentleman,

There is no objection to your carrying out the work as per ame submitted by you vide your letter under reference for which competent accorded sanction, subject to the following conditions:-

1) All the objections of this office I.O.D. under even \_\_\_\_\_ shall be applicable and should be complied with.
2) The changes proposed shall be shown on the canvas mounted

submitted at the time of B.C.C.

That every part of the building constructed and more particularly water tank will be provided with proper access for the staff of Insection Officer with a provision of temporary but safe and stable ladder.

4) That the infrastructural works, such as; construction of hand holes /panholes, ducts for underground cables, concealed wiring inside the
flats/rooms, rooms/space for telecom installations etc. required for providing
telecom services shall be provided.

5) That the regulation No.45 and 46 of D.C.Reg. 1991 shall be complied with.

That the letter box shall be provided at the ground floor for all the tenements.

7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.

9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.

11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

12) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall be appointed in consultation with P.C.O.[H/East Ward]

That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted.

14) That the condition of revised bye-law 4[c] shall be complied with.

15) That the N.O.C. from Civil Aviation shall be submitted.



#### CE/9501/BSII/AH

- That the Janata Insurance Policy in the name of site under reference shall be 16) submitted.
- 17) That the NOC from A.A. & C., H/East Ward shall be submitted.
- That the NOC from E.E. (T&C) shall be submitted.
- 191 That the NOC from C.F.O. shall be submitted.
- 201 That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.

That all the payments shall be made.

Mat the single P.R. Card in the name of owner shall be submitted.

that the Registered Undertaking shall be submitted as stated in the concession report.

That the quality control for building work / for structural work / supervision the work shall be done and certificate to that effect shall be submitted periodically in proforma.

That the testing of building material to be used on the subject work shall be done and results of the same shall be submitted periodically.

- 26) That the C.C. shall be got re-endorsed.
- 27) That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall be submitted.
- That "All Dues Clearance Certificate" related to H.E.'s dept. from the 28) concerned A.E.W.W. [H/East Ward] shall be submitted before applying for C.C.
- 29) That the work shall be carried out between sunrise and sunset only.
- That the R.U.T. & Indemnity Bond shall be submitted stating that 30) owner/developer and concerned Architect/Lic. Surveyor shall compile and preserve the following documents.
- Ownership documents.
- b) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans.
- c) Copies of Soil Investigation Report.
- d) RCC details and canvas mounted structural drawings.
- e) Structural Stability Certificate from Lic. Structural Engineer.
- 1) Structural audit reports.

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All details of repairs carried out in the buildings.

Supervision certificate issued by Lic. Site Supervisor.

Building Completion Certificate issued by Lic. Surveyor / Architect. NOC and Completion Certificate issued by C.F.O.

re safety audit carried out as per the requirement of C.F.O.

The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular

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executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

(West), Mumbai - 498 6

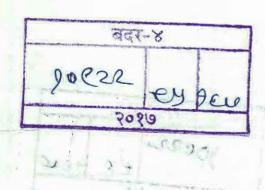
That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, seepage water, etc.

- That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall be taken and completion certificate to that effect shall be submitted from the Licensed Structural Engineer before further C.C.
  - 32) That the R.U.T. shall be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- That the verification of AMSL of completed work shall be done before F.C.C. The AMSL of the topmost part of the building under reference shall also be verified before O.C.C.
- That the R.U.T. for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- 35) That the sanitary arrangement shall be carried out as p specifications and drainage layout approved by Ch.Eng. submitted before C.C. and completion certificate shall be also Ch.Eng. (S.P.).

36) That all the conditions of P.P.L. shall be submitted.
One set of plans in token of approval is enclosed herewith.

Yours faithfully,

Executive Engineer
Building Proposals
(Western Suburbs) 'H' Ward





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Engineer Bldg, Proposal (W.S. H and K - Wards Municipal Office, R. K. Patkar Marg

3 0 July 2016 Bandra (West), Mumbai - 400 050

To, Shri Tejas M. Shah M/s.Square Consultants, 113, Shyam Kamal, Agarwal Market, Off Tejpal Road, Vileparle (E), Mumbai-400 057.

Sub:- Proposed development of bldg. on plot bearing C.T.S. No.5530/A, 5530/A 1 to 3 of village Kolekalyan, at Santacruz (East)

Ref: Your letter dated 26.11.2014

Gentleman,

3)

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

1) All the objections of this office I.O.D. under even in dated

shall be applicable and should be complied with.

2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B.C.C.

That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.

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 That the owner/developer shall not hand over the possession to the

That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

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9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

10) That the R.C.C. framed structures, the external walls shall not be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.

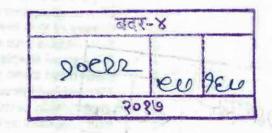
11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

12) That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall be appointed in consultation with P.C.O.[H/East Ward]

13) That the RUT shall be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted.

14) That the condition of revised bye-law 4[c] shall be complied with.

15) That the N.O.C. from Civil Aviation shall be submitted.



#### CE/9501/BSII/AH

- That the Janata Insurance Policy in the name of site under reference shall be 16) submitted.
- That the NOC from A.A. & C., H/East Ward shall be submitted. 17)
- 18) That the NOC from E.E. (T&C) shall be submitted.
- 191 That the NOC from C.F.O. shall be submitted.
- 201 That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.

That all the payments shall be made.

That the single P.R. Card in the name of owner shall be submitted.

hat the Registered Undertaking shall be submitted as stated in the oncession report.

That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.

That the testing of building material to be used on the subject work shall be done and results of the same shall be submitted periodically,

- That the C.C. shall be got re-endorsed.
- That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall be submitted.
- That "All Dues Clearance Certificate" related to H.E.'s dept. from the 28) concerned A.E.W.W. [H/East Ward] shall be submitted before applying for C.C.
- That the work shall be carried out between 6 am to 10 pm only (as per 29) circular No.ChE/DP/7749/Gen dtd.07.06.2016.
- That the R.U.T. & Indemnity Bond shall be submitted stating that owner/developer and concerned Architect/Lic. Surveyor shall compile and 30) preserve the following documents.
- Ownership documents. al
- Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding b) canvas mounted plans.

Copies of Soil Investigation Report. c)

- RCG details and canvas mounted structural drawings.
  - Structural Stability Certificate from Lic. Structural Engineer.

Structural audit reports.

All details of repairs carried out in the buildings.

Supervision certificate issued by Lic. Site Supervisor.

Building Completion Certificate issued by Lic. Surveyor / Architect. NOC and Completion Certificate issued by C.F.O.

Fire safety audit carried out as per the requirement of C.F.O.

The above documents shall be handed over to the end user/prospective society within a period of 30 days incase of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall

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26)

carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

- That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall be taken and completion certificate to that effect shall be submitted from the Licensed Structural Engineer before further C.C.
- 32) That the R.U.T. shall be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- 33) That the verification of AMSL of completed work shall be done before F.C.C. The AMSL of the topmost part of the building under reference shall also be verified before O.C.C.
- That the R.U.T. for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.

35) That the sanitary arrangement shall be carried out as per Mu specifications and drainage layout approved by Ch.Eng.(S. ) submitted before C.C. and completion certificate shall be also so busine Ch.Eng. (S.P.).

36) That all the conditions of P.P.L. shall be submitted.
One set of plans in token of approval is enclosed herewith.

Yours faith (8) y

Executive Engineer Building Proposals (Western Suburbs) 'H' Ward

Copy to M/s. Ultra Space Developers Pvt. Ltd.

- 21 Assistant Commissioner, H/East Ward
- 3] A.E.W.W. H/East Ward

Forwarded for information please.

E.E.B.P.(W.S.) 'H' Ward

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# MUNICIPAL CORPORATION OF GREATER MUMBAI

CE/9501/BSII/AH Dated. 17.04.2017

To,
Shri. Jainam Shah
of M/s. GVS Architect & Associates
B/14, Jeevandhara Society,
Shahaji Raje Road,
Vile Parle (East),
Mumbai 400 057

Sub: Amended plans submitted for proposed development on plot bearing C.T.S.Nos.5530/A,5530/A-1 to 3 of village Kole Kalyan at Santacruz (East), Mumbai.

Ref: Your online application for A.P. dated

#### Gentleman.

There is no objection to your carrying out the work as per amended submitted by you vide your letter under reference for which composed authority has accorded sanction, subject to the following conditions:-

1. All the objections of this office I.O.D. under even no. dated shall be complied with.

2. That the Structural Stability Certificate from Structural Appineer shall submitted for extension/additional floors.

- 3. That the work shall be carried out between 6 am to 10 pm of the particular No. ChE/DP/7749/Gen dtd.07.06.2016.
- 4. That the NOC of A.A. & C. (H/West Ward) shall be submitted.
- That the all dues clearance certificate from A.E.W.W. [H/West] shall be submitted.
- That the revised R.C.C. design and calculation as per the amended plans should be submitted through the registered structural engineer before starting the work
- That the all requisite fees, premiums, deposits shall be paid before applying for C.C.
- 8. That the C.C. shall be got endorsed before starting further work.

One set of plan (single plan) in token of approval is enclosed herewith.

Yours faithfully,

DAMS\Files\2313\2313 Amended Letter BODB.dee

909 DEU 3086



y to : 1] Ultra Space Developers Pvt. Ltd.

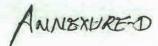
2| Assistant Commissioner, H/East Ward

3] A.E.W.W., H/East Ward

 D.O., H/East Ward Forwarded for information please.

(This letter is digital signed and physical signature is not required)

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# MUNICIPAL CORPORATION OF GREATER MUMBAI

#### FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/9501/BSINAH

#### COMMENCEMENT CERTIFICATE

To.
ULTRA SPACE DEVELOPERS PVT LTD
4th Floor HDIL Towers, Anant Kanekar Marg.
Bandra (E), Mumbai

Sir.
With reference to your application No CE/9501/BSII/AH Dated 13/2/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 13/2/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No - C.T.S No 5530/A, 5530/A-1 to 3 Division / Village / Town Planning Scheme No KOLEKALYAN UNIVERSITY situated at CST Road Road / Street in H/E Ward Ward

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

The land vacated on consequence of the endorsement of the setback line/ road widening line shall form
part of the public street.

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That no new building or part thereof shall be occupied or allowed to be occupied of be used by any person until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you

This Commencement Certificate is renewable every year but such extended period to be exceed three years provided further that such lapse shall not bar any subsequent application 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.
- 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.
- is. The Municipal Commissioner of Greater Mumbal 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 Shn. Shivenand S Mendigeri -Asst, Eng. (B.P.) H Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

#### CE/9501/8SIVAH

Further C.C. is now extended up to Full C.C. for E & F Wing upto top of 13th floor + parapet wall + lift well re ht. upto 46.70 mt. AGL and to re-endorse C C. for Wing A, B, C & D as granted earlier i.e. upto 13th floor + parapet walls + lift well i.e. ht. upto 46.70 mt. AGL as per last approved plans dtd. 30.07.2016

90802 903 9EU 2089

year commencing

Issued on	Valid upto	Remarks
13/2/2017	12/2/2018	
14/2/2017		Full C C for E & F Wing upto top of 13th floor + parapet wall + lift well Le ht. upto 46 70 mt. AGL and to re-endorse C C for Wing A, B, C & D as granted earlier Le upto 13th floor + parapet walls + lift well Le. ht. upto 46 70 mt. AGL as per last approved plans dtd. 30 07 2016.

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2. Collector Mumbai Suburban /Mumbal District.

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For and on behalf of Local Authority

Municipal Corporation of Greater Mumbai

Assistant Engineer Building Proposal

Western Suburb I H/E Ward Ward



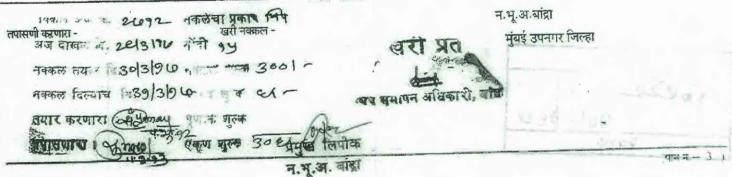
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### मालमत्ता पत्रक

विभाग/मुजे. कोलेकल्याण तालुका/न.भू.मा.का. -- न.भू.अ.बांद्रा जिल्हा --शिट नंबर शासनाला दिलल्याः नगर भुमापन धारणाधिकार क्रमोक / या. प्ला. न. तपशील आणि त्याची ५५३०अ ५५३०अ दिनांक र्नावन घारक (धा) साक्षाकन व्यवहार खंड क्रमांक पट्टेदार (प) किया भार (भा) मा.जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचेकडील 08/09/29919 सी/कार्या-७/एकत्रीकरण/पोटविभाजन/एस.आर. न.भू. अ.क.३ म्.इप २०८९/ओ, दिनांक १५/४/९७ अन्वये तसेच मा.न.भू.अ.३ मुंबई यांचे आदेशान्वये न.भू.क. ५५३०ब,क,ड चे एकूण क्षेत्र ३१०४.० चौ.मि. सामील केले व नवीन पोटविधागणीप्रमाणे ६७१.८ चाँ.मि. क्षेत्र कमी करून न.भू.क. ५५३०अ/१, २, ३ अशा स्वतंत्र मिळकत पत्रिका उघडल्या. दिनांक १५/३/९५ ची नोंद कमी केली. महाराष्ट्र शासन राजपत्र दि.२९/७/१९८३ च्या कोंकण धा 2005/80/35 महाराष्ट्र शासन विभागीय पुरवणी पृष्ठ क्र.३२२ वर प्रसिध्द झालेल्या (क्षेत्र ३०४.० चा.म अधिसूचनेनुसार श्रीमती शेर बानू शेख मनू यांनी धारण केलेली जमीन न.भू.क. ७४२१सी क्षेत्र ५५६ चौ.मि., न.भू.क्र. ७४२१डी क्षेत्र २५८.० ची.मि., न.भू.क्र. ५५३५ डी क्षेत्र ३०४.० चौ.मि., न.भू.क. ७२४८ पै. क्षेत्र ६३१.५ चौ.मि., न.भू.क. ७२४० क्षेत्र १५७१.२ चौ.मि., न.भू.क्र. ४९५०अ क्षेत्र ६८.० चौ.मि. जमीन कमाल मर्यादेपेक्षा अधिक असलेने मा उपजिल्हाधिकारी व सक्षम प्राधिकारी (ना.क्षे.क.म.)बृहन्मुंबई यांचेकडील पत्र क्र. सी/यू.एल.सी./६(१) एस.आर.११/३६० दिनांक ११/४/२००५ नुसार अतिरिक्त जमीन म्हणून घोषित केल्याने तेवढया क्षेत्रांस महाराष्ट्र शासनाचे नांव दाखल केल्याची नोंद केली. फे रपार क.५६६ प्रमाण यहाँ -मा. अपर जिल्हाधिकारी व स.प्रा. (ना.क्षे.क.म.) 26/88/8000 बृहन्मुंबई यांचेकडील पत्र क्र.सी/यु.एल.सी /६(१) म.भू.अ.यांद्रा /डे-५/एस.आर. ११/३६० दि. ७ नोव्हेंबर २००८ व इकडील दि. २९/११/२००८ चा आदेश अन्यये महाराष्ट्र शासन (क्षेत्र ३०४.०० चौ.मी. ) ही नोंद रह केली. फे रफार के ६७६ प्रमाणे सहा -खरेदीने-०५/०६/२०१० मे. अल्टा स्पेस डेव्हलपस प्रार्थत. सह दुय्यम निबंधक अंधेरी-२ मुंबई उपनगर जिल्हा यांचेकडील र.द.क्र. बदर-४/१२०९३/ ०९ दि. ३०/१२/२००९ अन्वये खरेदी देणार १) फिरोज तायरअली बदर-४ लोखंडवाला २) कैझर ताहेरअली लोखंडवाला यांचे नांव कमी करुन खरेदी घेणार मे. अल्ट्रा स्पेस डेव्हलपसं प्रा.लि. यांचे नांव दाखल केलेची नोंद केली. मा.,जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील पीरपत्रक क्र.ना. पू.१/म.प./ अक्षरी 58/88/3084 नोंद/२०१५, पुणे दिनांक १६/२/२०१५ व इकडील आदेश क्र.न.मू. कोलेकल्याण फे.क्र. १३६५/१५ हि. २४/११ २०१५ 5080 अन्वये मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी नऊ हजार बोनशे तीन पूर्णांक शून्य दशांश चौ. 🗫

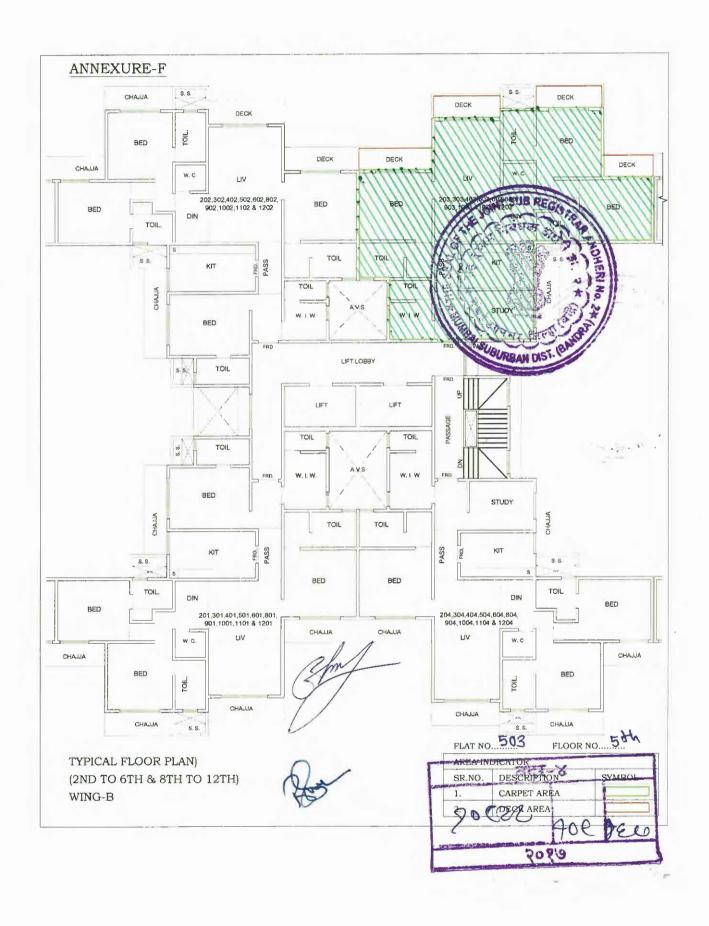




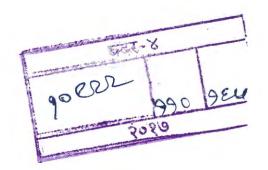
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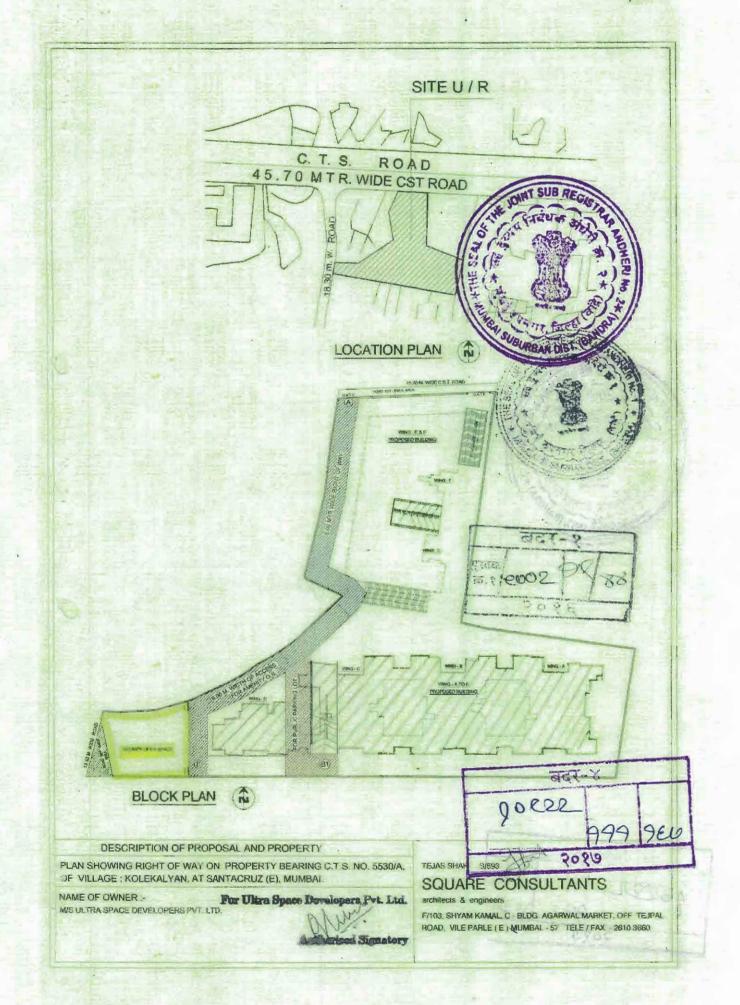
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#### Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51800002313

Project: Insignia, Plot Bearing / CTS / Survey / Final Plot No.: CTS No 5530/Aat Andheri, Andheri, Mumbai Suburban, 400051;

- Ultra Space Developers Private Limited having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400051.
- 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 Meharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration Street, as 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 on that harpose
    as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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 a 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 31/07/2017 and enong with 31/12/2018 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
- 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. Vasani remanand Prabhu
(Secret MahaRERA)
Date:7/31/2017 5:43:29 PM

Dated: 31/07/2017 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority

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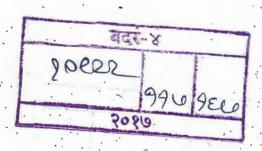
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# घोषणापत्र

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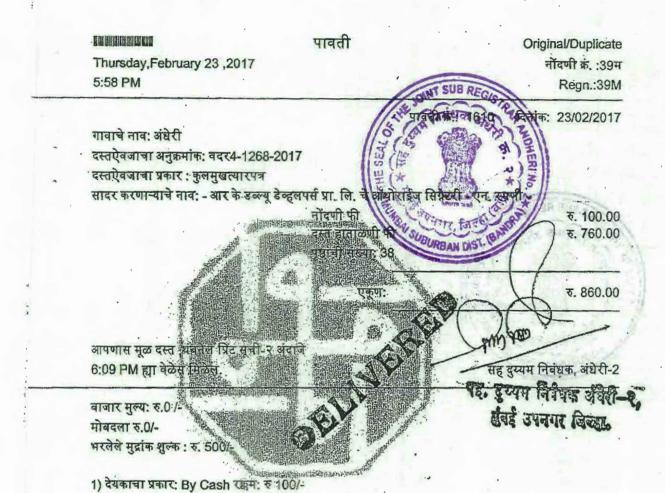
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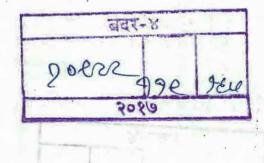


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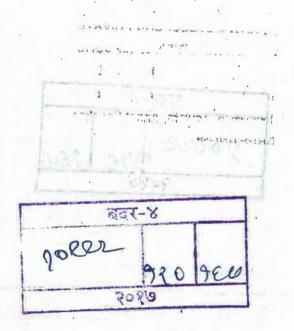
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2) देयकाचा प्रकार: By Cash रक्कम: रु 760/-





Telephone Market Market





महासुष्ट्र MAHARASHTRA

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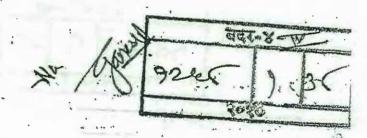
प्रधान मुद्रांक कार्यालय, मुंबई प. सु. वि. क्र. ८००००११ - 7 FEB 2017 सक्षम अधिकारी

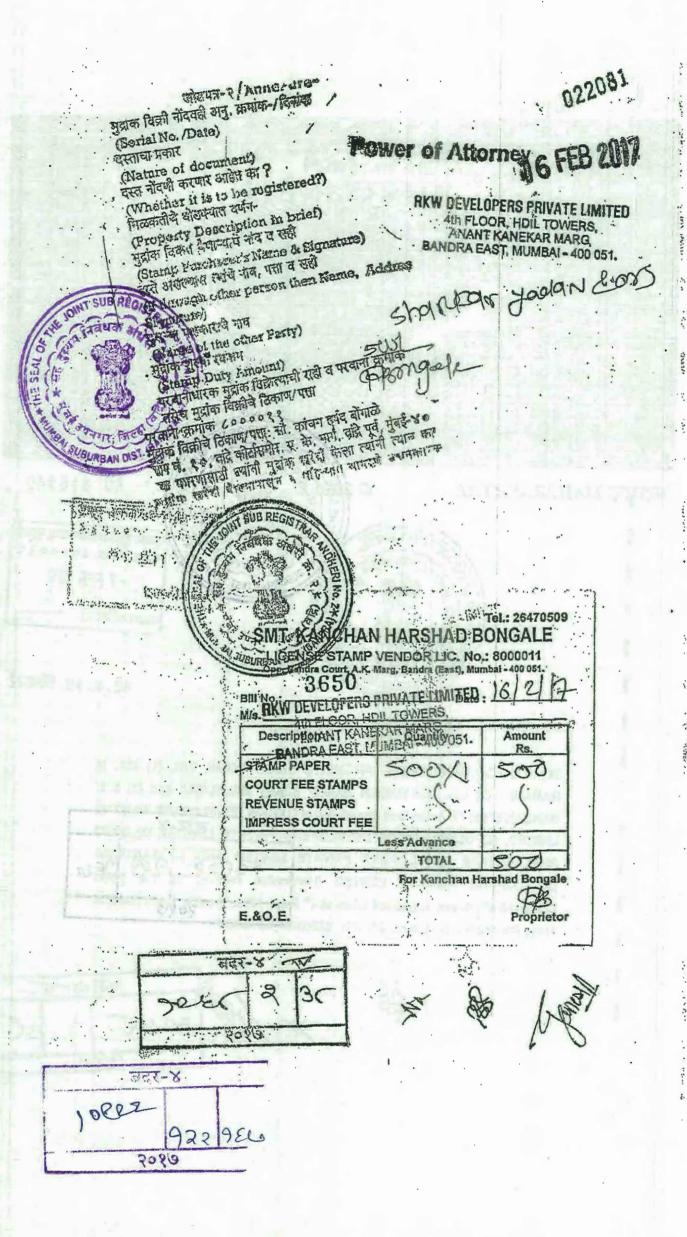
श्री. प्र. ना. चिंचघरे

#### POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, (1) MR. N RAMANI, (2) MR. BALVINDER SARUP SINGH MALHOTRA and (3) MR. GANESH SHETTY Authorised Signatories of (1) RKW DEVELOPERS PRIVATE LIMITED, (2) ULTRA SPACE DEVELOPERS PRIVATE LIMITED, (3) JUHU REAL ESTATE DEVELOPERS PRIVATE LIMITED AND (4) SAMUDRA DEVELOPERS PRIVATE LIMITED (Hereinafter referred as the "sale Companies") having registered office at 4th Foor, HDIL Towers, Arrant Kanekai Marg, Bandra (East) Mumbai 400 051, SEND GREETINGS.







- We are the Authorised Signatories in (1) RKW DEVELOPERS PRIVATE LIMITED, (2) ULTRA SPACE DEVELOPERS PRIVATE LIMITED, (3) JUHU REAL ESTATE: DEVELOPERS PRIVATE LIMITED AND (4) SAMUDRA DEVELOPERS PRIVATE LIMITED and required to enter into Various Agreements/Deeds with various persons for the sale of Flats what is commonly known as ownership basis; and to also execute various documents with other statutory authorities.
- However, it is not practically possible for us to personally attend the office of b) 形形式 形象 经有限 Concerned · Sub-Registrar and admit execution of such Agreements/ Documents/Deeds etc. that may be executed by us severely in the capacity

PARENTIE DESIREMAN TOTAL Authorised Signatory of the said Companies;

THE MEMORITA IN We therefore, desirous of appointing (1) MR. SHANKAR YADAV, (2) MS. SHRADDHA SARMALKAR, (3) MR. RAVI DIXIT, (4) WR. NILESH VEDRE

Authorized Signatury ( Linkstoff and (5) MR. YASHRAJ ALHAT, having address at 4th Floor, HDIL Towers. Anant Kanekar Marg, Bandra (East) Mumbal 400 051 saverally as our true

lawful Attorneys (hereinafter referred to as "Our said attorneys" for us behalf to appear, admit, and lodge the said Agreements/Decuments/Deeds and CITALLE PROPERTY CONTROL

capacity as Authorised Signatory of the sald C

other documents that may be entered into by

400%的经验 b#\$PD(含2)人

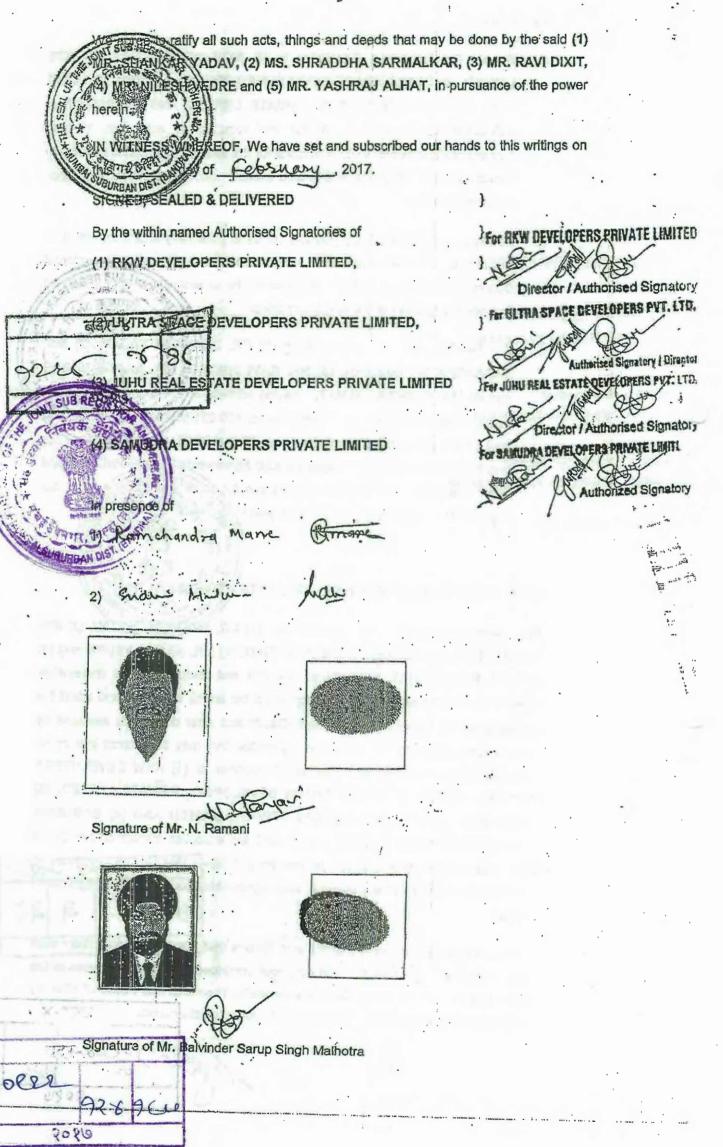
NOW KNOW YE ALL AND THESE PRESENTS

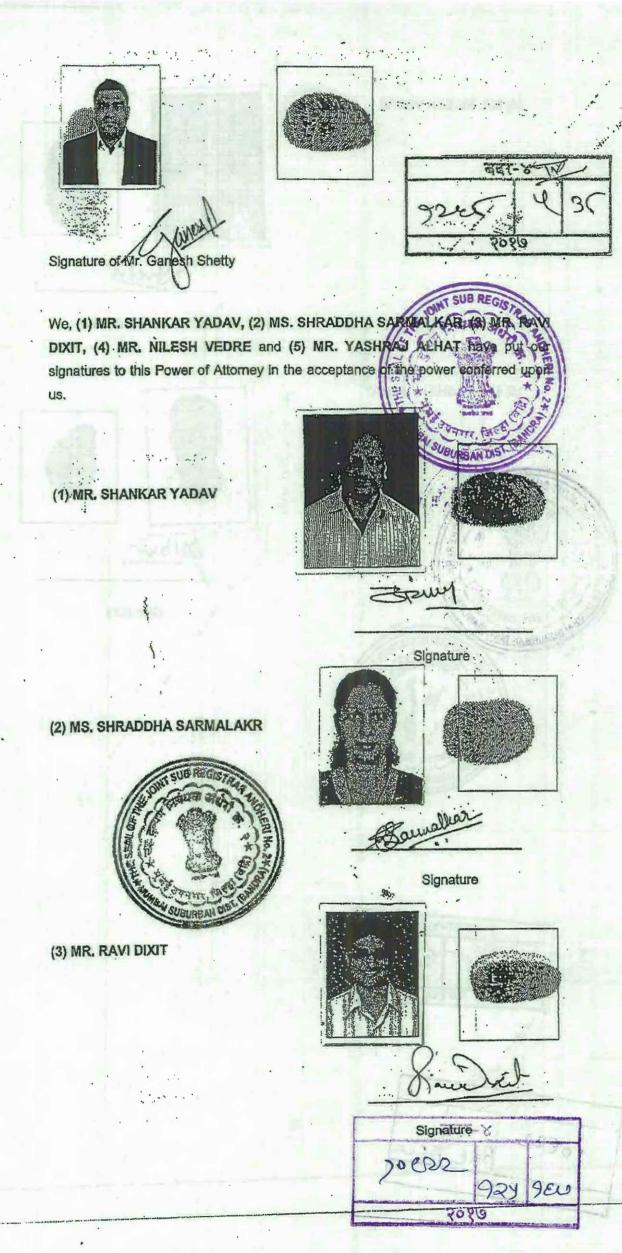
We, hereby appoint, constitute and nominate (1) MR. SHARRAR SHRADDHA SARMALKAR, (3) MR. RAVI DIXIT, (4) MR. NILESH VEDRE and (5) MR. YASHRAJ ALHAT, severally as our true and lawful Attorneys (hereinafter referred to as "Our said attorneys") for us on our behalf to appear and admit the execution of the Agreements/Documents/Deeds and other documents executed by us and further to lodge the same for registration that may be entered into by us severally in our capacity as Authorized Signatories of (1) RKW DEVELOPERS PRIVATE LIMITED, (2) ULTRA SPACE DEVELOPERS PRIVATE LIMITED, (3) JUHU REAL ESTATE DEVELOPERS PRIVATE LIMITED AND (4) SAMUDRA DEVELOPERS PRIVATE LIMITED and admit the execution thereof on our behalf and to do all such other acts, deeds, matters and things that may be necessary complete the formality of admission of such agreements/documents and thereof.

We do hereby further confirm, agree and declare that this Power of Antherey shall remain in force till the time the said Attorney's continued to be the employees of the said Companies or its Group Company severally. Thereafter this Power of Attorney shall automatically and forthwith stand terminated and determined.



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(4) MR. NILESH VEDRE (5) MR. YASHRAJ ALHAT polhul-Signature

# **RKW Developers Private Limited**

Regd. Off.: HDIL Towers, 4th floor, Anant Kanekar Marg, Bandra (East), Mumbai-400051

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 6<sup>TH</sup> FEBRUARY, 2017 AT THE REGISTERED OFFICE OF THE COMPANY

"RESOLVED THAT Mr. Nadarajan Ramani and/or Mr. Balvinder Sarup Singh Malhotra and/or Mr. Ganesh Shetty, Authorised Signatories of Company, be and are hereby singly authorised to execute and register all Deeds, Agreement for Sale, Power of Attorney or any other ancillary documents in relation to Sale of the Flats in residential and commercial projects on Schalf of Company.

RESOLVED FURTHER THAT Mr. Shankar Yadav and/or Mr. Shraddha Sarmalkar and/or Mr. Ravi Dixit and/or Mr. Nilesh Vedre and/or Mr. Yashraj Alhat, Authorised Signatories of Company be and are hereby authorised singly to do such acts, deeds, things as may be necessary to effect the admission and registration of Agreement for Sale, Sale Deed and/or any other occuments with flat purchaser before Sub-registrar of Assurances a Municipal Andheri or before such other Sub- registrar as may be necessary and to execute such other documents as my be required on behalf of the Company."

Certified True Copy
For RKW DEVELOPERS PVT. LTD.

,

DIRECTOR

CHET SUB REST

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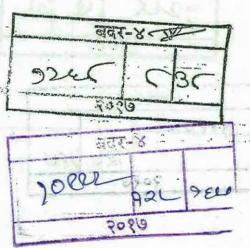
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THE PARTY SO EDERED SENTENCE OF THE PARTY OF

SUB REGIO

SIBURBAN DIST. P.





FORM 18
[Pursuant to section 146 of the Companies Act, 1956]

Notice of situation or change of situation of registered office

	English     हिन्दी	
Note - All fields n	marked in are to be mandatorily filled.	
1. This form is for	New company     Existing company	
2.(a) Form 1A refere	rence number (Service request number (SRN) ) or corporate identity number (CIN) of company  U70102MH2007PTC176300	
	on number (GLN) of company	
3.(a) Name of the con	ompany RKW DEVELORERS PRIVATE LIMITED AND A TELEVISION OF THE PROPERTY OF THE	
(b) Address of the registered office the company	[1] 在 4 章 15 3 章 15 3 章 15 4 5 章 15 4 5 章 15 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
(c) Name of office of	f existing Registrar of Companies(RoC)	N N
Registrar of Compan	是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	
4. Notice is hereby given (a) The address of the ad	Change in office of RoC within same state Change in state within office of same RoC Change in state outside office of existing RoC iven that If the registered office of the company with effect from 02/08/2010 (DD/MM/YYYY) is The date of incorporation of the company is	
*Address Line I	HDIL TOWERS, 4TH FLOOR	)-
	IIDIE IOWENS, 4TH FEOOR	
Line II		
Line II		
	ANANT KANEKAR MARG, BANDRA (EAST)	
*City	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI	
* City * District	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City	
* City  * District  * State	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH	
* City  * District  * State  Country	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH	
*City  *District  *State Country  *Pin code  *e-mail ID  b) Name of office of p	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH  INDIA  400051  jitendra.kadam@whpl.co.in  proposed RoC or new RoC	
*City  *District  *State  Country  *Pin code  *e-mail ID  b) Name of office of p	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH  INDIA  400051  jitendra kadam@whpl.co.in  proposed RoC or new RoC nies, Mumbai	
* City  * District  * State Country  * Pin code  * e-mail ID  b) Name of office of p Registrar of Companies c) The full address of	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH  INDIA  400051  jitendra.kadam@whpl.co.in  proposed RoC or new RoC  iles, Mumbai  of the police station under whose jurisdiction the registered office of the company is situated	
* City  * District  * State Country  * Pin code  * e-mail ID  b) Name of office of p Registrar of Companie c) The full address of	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH  INDIA  400051  Jitendra kadam@whpl.co.in  proposed RoC or new RoC  nies, Mumbai  of the police station under whose jurisdiction the registered office of the company is situated  KHERWADI POLICE STATION (BANDRA)	
* City  * District  * State Country  * Pin code  * e-mail ID  b) Name of office of p Registrar of Companie c) The full address of  * Name  * Address Line I	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH  INDIA  400051  Jitendra kadam@whpl.co.in  proposed RoC or new RoC  nies, Mumbai  of the police station under whose jurisdiction the registered office of the company is situated  KHERWADI POLICE STATION (BANDRA)	
* City  * District  * State Country  * Pin code  * e-mail ID  b) Name of office of p Registrar of Companie c) The full address of  * Name  * Address Line I  Line II	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH  INDIA  400051  jitendra kadam@whpl.co.in  proposed RoC or new RoC  nies, Mumbai  of the police station under whose jurisdiction the registered office of the company is situated  KHERWADI POLICE STATION (BANDRA)  KHERWADI  BANDRA (EAST)	
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* City  * District  * State Country  * Pin code  * e-mail ID  b) Name of office of p Registrar of Companie c) The full address of  * Name  * Address Line I Line II  * City  * State	ANANT KANEKAR MARG, BANDRA (EAST)  MUMBAI  Mumbai City  Maharashtra-MH  INDIA  400051  jitendra.kadam@whpl.co.in  proposed RoC or new RoC  nies, Mumbai  of the police station under whose jurisdiction the registered office of the company is situated  KHERWADI POLICE STATION (BANDRA)  KHERWADI  BANDRA (EAST)  MUMBAI  Maharashtra-MH	Production and the state of the
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# ULTRA SPACE DEVELOPERS PRIVATE LIMITED

Regd. Off: - 4th Floor, HDIL Towers, Anant Kanekar Marg, Bandra (East), , Mumbai – 400051 CIN: U45200MH2008PTC185964

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 6<sup>TH</sup> FEBRUARY, 2017 AT THE REGISTERED OFFICE OF THE COMPANY

"RESOLVED THAT Mr. Nadarajan Ramani and/or Mr. Balvinder Sarup Singh Malhotra and/or Mr. Ganesh Shetty, Authorised Signatories of Company, be and are hereby singly authorised to execute and register all Deeds, Agreement for Sale, Power of Attorney or any other ancillary documents in relation to Sale of the Flats in residential and commercial projects on behalf of Company.

RESOLVED FURTHER THAT Mr. Shankar Yadav and/or Ms. Shraddha Sarmalkar and/or Mr. Ravi Dixit and/or Mr. Nilesh vedre and/or Mr. Yashraj Alhat, Authorised Signatories of Company be and are hereby authorised singly to do such acts, deeds, things as may be necessary to effect the admission and registration of Agreement for Sale, Sale Deed and/or any other documents with flat purchaser before Sub-registrar of Assurances at Mumbai, Andheri Eribefore such other Sub- registrar as may be necessary, and to execute sigh other documents as my be required on behalf of the Company."

Certified True Copy

For ULTRA SPACE DEVELOPERS PRIVATE LIMITED

DIRECTOR COLUMN



BURBAN DIST. 18

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# **FORM 18**

Notice of situation or change of situation of registered office

[Pursuant to section 146 of the Companies Act, 1956]

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* State	Maharashtra-MH		
Country	INDIA IS 19		30
* Pin code	400051		
* e-mail ID	fredrick.pinto@gmail.com		
(b) Name of office of p	proposed RoC or new RoC	Tight will be	
Registrar of Companie	es, Mumbai		
(c) The full address of	the police station under whose jurisdiction the	registered office of the com	pany is situated
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	(b) SRN of relevant form				
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## JUHU REAL ESTATE DEVELOPERS PVT.LTD.

Regd. Off: 4th floor, HDIL Towers, Anant Kanekar Marg, Bandra (E), Mumbai-400051 CIN - U70101MH1952PTC008958

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 6<sup>TH</sup> FEBRUARY, 2017 AT THE REGISTERED OFFICE OF THE COMPANY

"RESOLVED THAT Mr. Nadarajan Ramani and/or Mr. Balvinder Sarup Singh Malhotra and/or Mr. Ganesh Shetty, Authorised Signatories of Company, be and are hereby singly authorised to execute and register all Deeds, Agreement for Sale, Power of Attorney or any other ancillary documents in relation to Sale of the Flats in residential and commercial projects on behalf of Company.

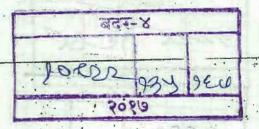
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Certified True Copy For JUHU REAL ESTATE DEVELOPERS PRIVATE LIMITED

DIRECTOR

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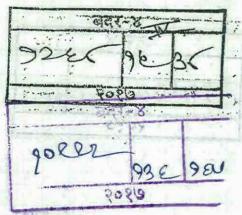


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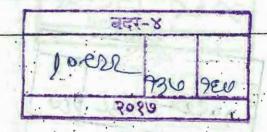
#### Notice of situation or change of situation of registered office [Pursuant to section 146 of the Companies Act, 1956] Form Language ( English ि हिन्दी Note - All fields marked in are to be mandatorily filled. 1. This form is for O New company Existing company 2.(a) Form 1A reference number (Service request number (SRN) U65990MH1952PTC008958 of Form 1A) or corporate identity number (CIN) of company (b) Global location number (GLN) of company 3.(a) Name of the company JUHU INVESTMENTS PRIVATE LIMITED (b) Address of the GROUND FLOOR DHEERAJAPTS P.P. DIAS COMPOUND registered office of JOGESHWARI (EAST the company MUMBAI Maharashtra INDIA (c) Name of office of existing Registrar of Companies(RoC) Registrar of Companies; Mumbai (d) Purpose of the form Change within local limits of city, town or village Change outside local limits of city, town or villag Change in office of RoC within same state Change in state within office of same Ry Change in state outside office of exist 4. Notice is hereby given that (a) The address of the registered office of the company with effect from 28/02/2011 (DD/MMYYYY) is The date of incorporation of the company is \*Address Line I 4TH FLOOR, HOIL TOWERS, ANANT KANEKAR N Line II BANDRA - EAST SUBURBAN \* City MUMBAI \* District Mumbai City \* State Maharashtra-MH Country INDIA PER \* Pin code 400051 \* e-mail ID fredrick.pinto@gmail.com (b) Name of office of proposed RoC or new RoC Registrar of Companies, Mumbai (c) The full address of the police station under whose jurisdiction the registered office of the company is situated \* Name KHERWADI POLICE STATION (BANDRA) \* Address Line I KHERWADI Line II BANDRA (EAST) \* City MUMBAL

\* State

\* Pin code

Maharashtra-MH

400051



	5.(a) SRN of Form23
	(b) SRN of relevant form
	(Mention the SRN of related Form 1AD, 21; if applicable)
· ·	6.(a) Date of order of company law board (CLB) or any other competent authority (DD/MM/YYYY)
17,	(b) Petition
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ž)	Attachments List of attachments
	1. Optional attachment(s) - if any
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1/6	To the best of my knowledge and belief, the information given in this form and its attachments is correct and
1/4/	Thave been authorised by the Board of directors' resolution number NIL dated 28/02/2011
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	Managing Sijector or director or manager or secretary of the company
, !	SUBURBAN Director .
. !	Director identification number of the director or Managing Director, or Income-tax permanent account number (income-tax PAN) of the manager, or
:	Membership number, if applicable or income-tax PAN of the secretary 00230202
*****	(secretary of a company who is not a member of ICSI, may quote his/ her income fax PAN)
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	As hereby certified that have verified the above particulars (including attachment(s)) from the records of
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	and found them to be true and to fect. I further certify that all required attachment(s) have been completely attached to this form.
.* '	Chartered accountant (in whole-time practice) or Cost accountant (in whole-time practice) or
v V	O Company of the whole-time practice)
	*Whether associate or fellow
	*Membership number or certificate of practice number 8952
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# भारत सरकार-कॉर्पोरेट कार्य मंत्रालय कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

## नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U70101MH1952PTC008958

मैसर्स JUHU INVESTMENTS PRIVATE LIMITED

के मामले में, मैं एतदद्वारा सत्यापित करता हूँ कि मैसर्स JUHU INVESTMENTS PRIVATE LIMITED

जो मूल रुप में दिनांक उन्नीस दिसम्बर उन्नीस सौ बावन को कम्पनी अधिनियम 1956 की घारा 3 के अतंर्गत एक विधमान कम्पनी है और Juhu Investments Private Limited

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे मारत का अनुमीदम, कम्पनी अधिनिंधि, 1956 की धार B135 की कामन करकार, कम्पनी कार्य विमाग, नई दिल्ली की अधिसूचना सं सा का नि 507 अ दिनांक एस आर एन दिनांक रिगाय के द्वारा JUHU REAL ESTATE DEVELOPERS PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की घारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र मुंबई में आज दिनांक इक्कीस जून दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORA AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent

Corporate Identity Number: U70101MH1952PTC008958

In the matter of M/s JUHU INVESTMENTS PRIVATE LIMITED

I hereby certify that JUHU INVESTMENTS PRIVATE LIMITED which was originally incorporated of fineteenth day of December Nineteen Hundred Fifty Two being an existing company at the feation 3 of the Companies Act, 1956 as Juhu Investments Private Limited having duly passed the necessary position in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in the companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B13523337 dated 21/06/2011 the name of the said company is this day changed to JUHU REAL ESTATE DEVELOPERS PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Mumbal this Twenty First day of June Two Thousand Eleven.

Palidity with nown

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

Note: The corresponding form has been approved by ANURADHA BHASKAR ATHAVALE, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed Certificate can be verified at the Ministry website (www.mca.gov.in)

कम्पनी रजिस्ट्रार के कार्यालय अमिलेख में उपलब्ध पत्राचार का पता : Mailing Address as per record available in Registrar of Companies office: JUHU REAL ESTATE DEVELOPERS PRIVATE LIMITED 4TH FLOOR, HDIL TOWERS, ANANT KANEKAR MARG,, BANDRA - EA

MUMBAI - 400051, Maharashtra, INDIA 921x 9e3

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## SAMUDRA DEVELOPERS PRIVATE LIMITED

Regd. Off.: 4th Floor, HDIL Towers, Anant Kanekar Marg, Bandra (East), Mumbai - 400051 CIN: - U45200MH1991PTC063799

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON 6<sup>TH</sup> FEBRUARY, 2017 AT THE REGISTERED OFFICE OF THE COMPANY

"RESOLVED THAT Mr. Nadarajan Ramani and/or Mr. Balvinder Sarup Singh Malhotra and/or Mr. Ganesh Shetty, Authorised Signatories of Company, be and are hereby singly authorised to execute and register all Deeds, Agreement for Sale, Power of Attorney or any other ancillary documents in relation to Sale of the Flats in residential and commercial projects on behalf of Company.

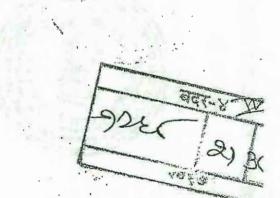
RESOLVED FURTHER THAT Mr. Shankar Yadar and/or Ms. Shraddha Sarmalkar and/or Mr. Ravi Dixit and/or Mr. Nilesa Vedre and/or Mr. Yashraj Alhat, Authorised Signatories of Company be and are hereby authorised singly to do such acts, deeds, things as may be necessary to effect the admission and registration of Agreement for Sale, Sale Deed and/or any other documents with flat purchaser before Sub-registrar of Assurances at Mumbai, Anthori or before such other Sub- registrar as may be necessary and to execute such other documents as my be required on behalf of the Company.

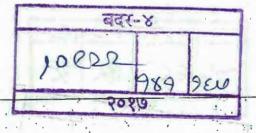
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For SAMUDRA DEVELOPERS PRIVATE LIMITED

DIRECTOR



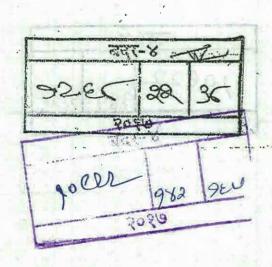


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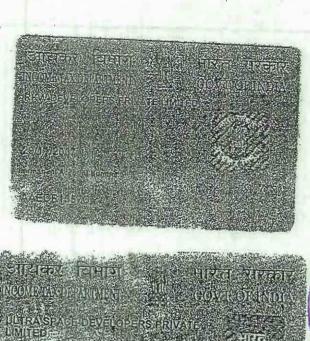


FORM 18
[Pursuant to section 146 of the Companies Act, 1956]

Notice of situation or change of situation of registered office

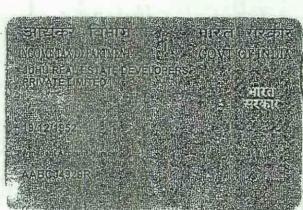
* State Maharashtra-MH  * Pin code 400051					
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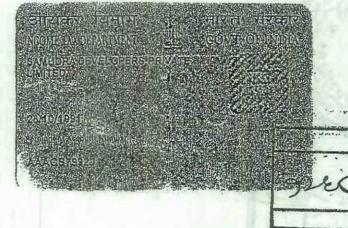


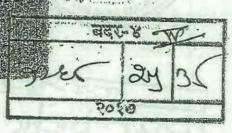


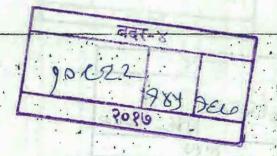




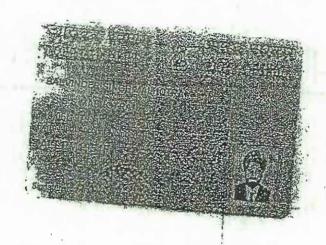


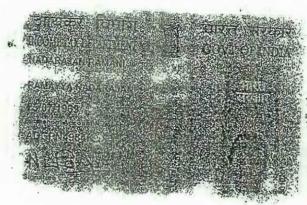








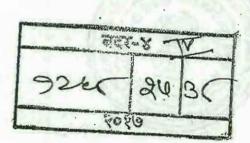


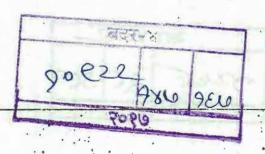




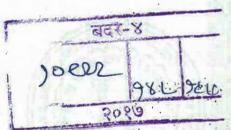




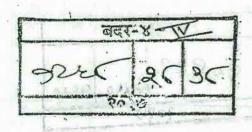


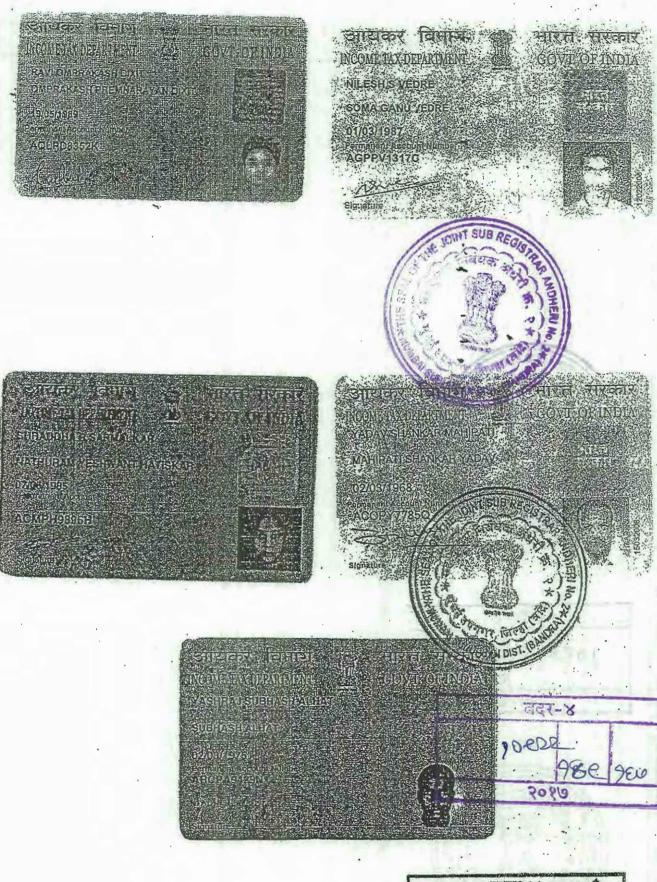






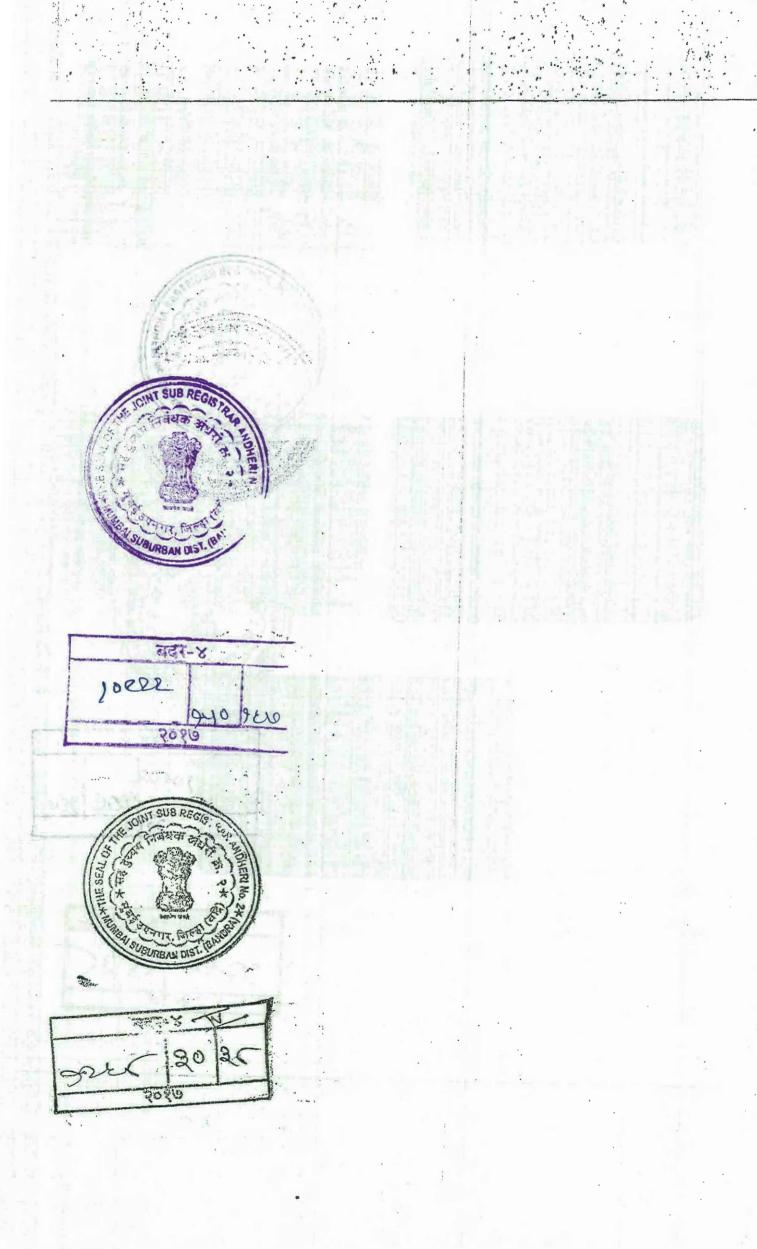






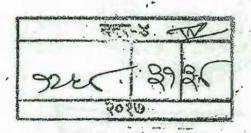


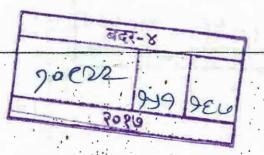
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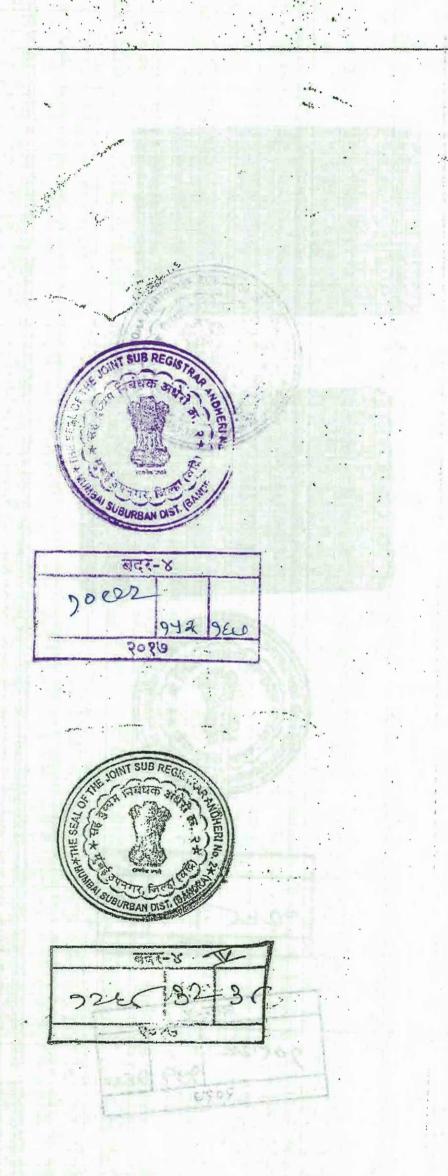








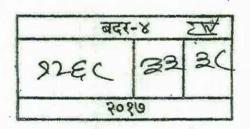


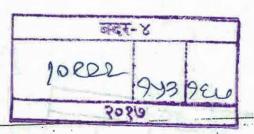


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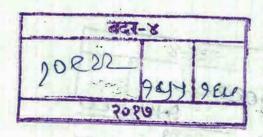
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दस्त गोषवारा भाग-1 वदर4 गुरुवार,23 फेब्रुवारी 2017 5:58 म.नं. दस्त क्रमांक: 1268/2017 दस्त क्रमांक: वदर4 /1268/2017 बाजार मुल्य: रु. 00/-मोबदला: रु. 00/-भरलेले मुद्रांक शुल्क: रु.500/-OH O 23/02/2017 दु. नि. सह. दु. नि. वदर4 यांचे कार्यालयात पावती: प्रा. लि. चे अ. कं. 1268 वर दि.23-02-2017 सादरकरणार ऑथोरा रोजी 5:58 म.नं. वा. हजर केला. SUBURBAN DIST. BA नोंदणी फी ₹. 100.00 दस्त हाताळणी फी रु. 760.00 पृष्टांची संख्या: 38 दस्त हजर करणा/याची सही: एकुण: 860.00 शा. दुख्य निवंशक, अंधेरी क. १ मक्हद्ध्या निवंशक अंशेरी क. २ सह दुय्य मुंबिक्वाका प्रश्निक्ट्रा मुंबई उपनगरं जिल्हा दस्ताचा प्रकारः कुलमुखत्यारपत्र SURBAN DIST मुद्रांक शुल्क: (48-क) जेव्हा त्यामुळे खंड (अ) मध्ये उल्लेखिलेक्ये बार्बीहून अन्य असा एकाच संव्यवहारात एकाच किंवा अधिक व्यक्तींस काम चालविण्याचा प्राधिकार मिळत असेल तेव्ही शिक्का कं. 1 23 / 02 / 2017 05: 46: 17 PM ची वेळ: (सावरीकरण)

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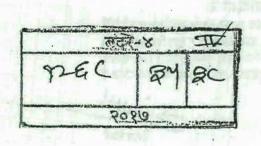
पतिज्ञापत्र
सदर बस्तवेवन हा नेविणी कायदा १९०८ अंतर्गत असलेल्य बरवुरीनुसीरि नोंदणीस वासल केलेला खाहे. बसाठील रांपूर्ण मजसूर विधादक स्पर्वी। साधीबार व मोदल जोडलेल्या कान्यरायांची सम्बद्धा अपोक्त स्वाची साधाता, वैधना कार्यरेशान बाबीसाठी तथ्य निध्यवेक ह कहलीसार्थ के



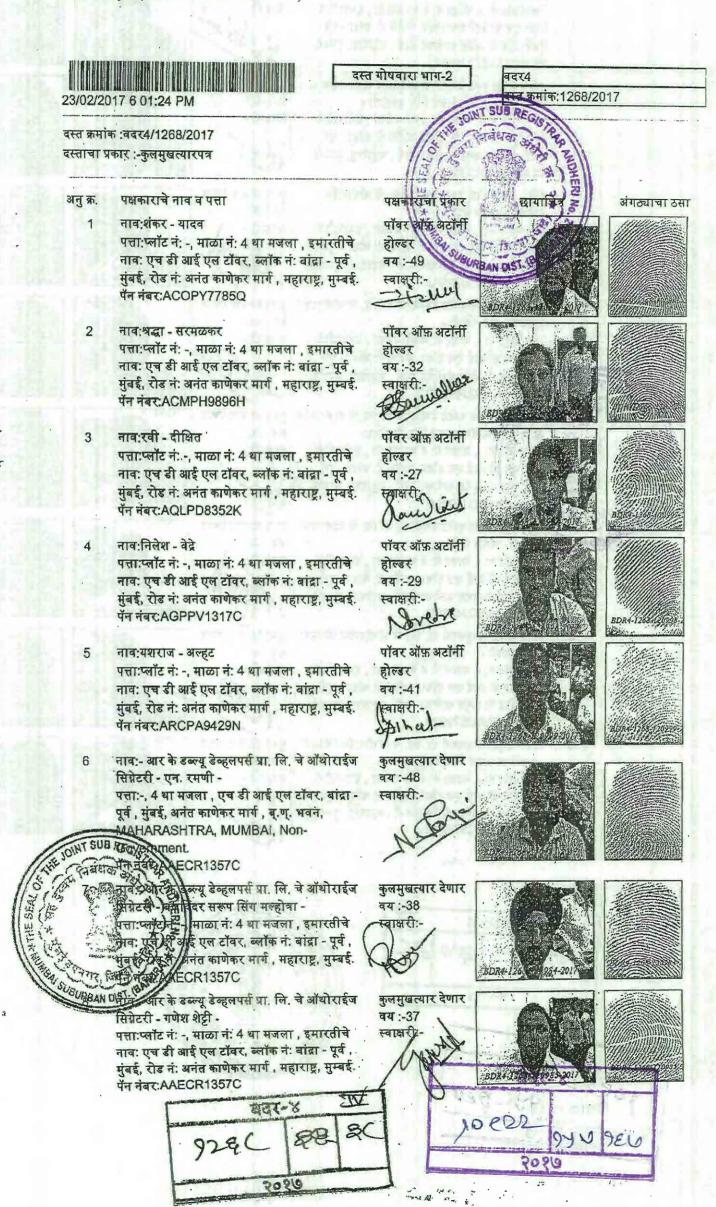


Part minute " restall

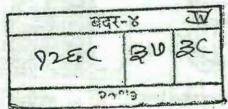
















नाव:- समुद्रा डेव्हलपर्स प्रा. लि. चे ऑथोराईज सिग्नेटरी कुलमुखत्यार देणार - गणेश शेट्टी -वय:-37 पत्ता:प्लॉट नं: -, माळा नं: 4 था मजला , इमारतीचे स्वाक्षरी:-नाव: एच डी आई एल टॉवर, ब्लॉक नं: बांद्रा - पूर्व, मुंबई, रोड नं: अनंत काणेकर मार्ग , महाराष्ट्र, मुम्बई. पॅन नंबर:AAACS7992J वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्या शिक्का क.3 ची वेळ:23 / 02 / 2017 05:55:48 PM ओळख:-खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओक्वतात अनु पक्षकाराचे नाव व पत्ता अंगठ्याचा ठसा 豖. नाव:रामचंद्र - माने वय:31 पत्ता:4 था मजला, एच डी आई एल टॉवर, अनंत काणेकर मार्ग, बांद्रा - पूर्व , मुंबई पिन कोड:400051 2 नाव:नरेंद्र - ओछानी वय:52 पत्ता:4 था मजला, एच डी आई एल टॉवर, अनंत काणेकर मार् बांद्रा - पूर्व , मुंबई पिन कोड:400051 77 सदर-४ शिक्का क्र.4 ची वेळ: 2/3 / 02 / 2017 05 : 56 : 38 PM 30 92EC 30 शिक्का क्र.5 ची वेव 02 / 2017 05 : 57 : 49 PM नोंदणी पुस्तक 4 मध्ये 61808 सारत्यामा प्राप्त भंघई उपनगर जिल्हा 1268 /2017

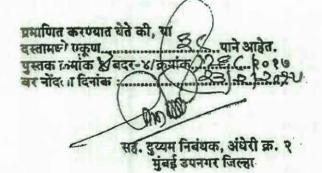
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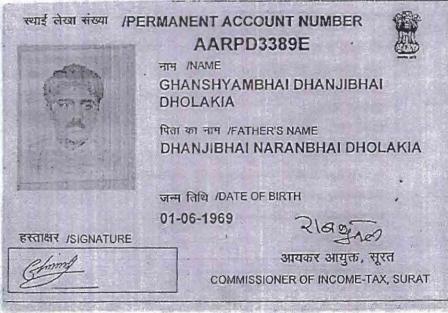


90802 946 9ED 8080 90222 90 5080













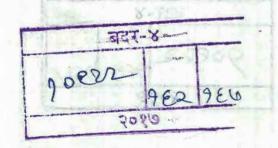


D.











## CHALLAN MTR Form Number-6

							-			- 1
Department Inspector General Of Registration				Payer Details						
			TAX ID (If A	lny)						
Type of Payment Stamp Duty				Applicable)	AARPD3389E					
Office Name BDR18JT SUB	REGISTRAR AND	DHERI 7	Full Name		GHANSHYAM DHAN	JIBHA	I DI	HOLAKI	A	
Location MUMBAI										
Year 2017-2018 One Time				No.	5530A, 5530A 1 TO	3				
Account Head Details Amount In Rs.			Premises/Building							
0030045501 Sale of NonJudicial Stamp 1446800.0		1446800.00	Road/Stree	t	Flat No. B/503					
			Area/Local	ity	Santacruz (East), Mumbai					
		Town/City/	District	تيان والداد						
	SUB REGIS			,		4 ; 0		0 0	5	8
OEFACEO OF THE PROPERTY OF THE				Remarks (If Any)						
				PAN2=AABCU0294J~SecondPartyName=ULTRA SPACE DEVELOPER						
				PRIVATE LIMITED~						
										1446800.00
		Amount In	Fourteer	Lakh Forty Six Thous	and Ei	ght l	Hundre	d Rup		
MEFACE		14,46,800.00	Words	ees Only						
Payment Details BANK OF MAHARASHTRA  Cheque-DD Details			FOR USE IN RECEIVING BANK							
			Bank CIN	Ref. No.	023000420170919	6173	486	237179	(-	
Cheque/DD No.			Bank Date	RBI Date	19/09/2017-11:44:5	8	20/0	09/2017		
Name of Bank			Bank-Branch		BANK OF MAHARASHTRA					
Name of Branch					70920 , 20/09/2017					

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered occurrent.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे. नोदंणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Validity upknown

Mobile No.: Not Available. Not Available. Not valid for unregistered document. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु

Digitally VIRTUAL Challan Deface 21

15:18:52 18 Reason Seture

Sr. No. DoRement Defacement No. Defacement Date UserId Defacement Amount

1 (iS)-323-10922 0004574772201718 14/12/2017-15:16:02 IGR187 1446800.00

Total Defacement Amount 14,46,800.00





## CHALLAN MTR Form Number-6

GRN MH005517115201718E BARCODE				Date 19/09/2017-11:36:47				Form ID			
Department Inspector General Of Registration				Payer Details							
Registration Fee  Type of Payment Ordinary Collections IGR  Office Name BDR18JT SUB REGISTRAR ANDHERI 7			TAX ID (If Any)								
			PAN No.(If Applicable)		AARPD338	9E			Т		
			Full Name		GHANSHYAM DHANJIBHAI DHOLAKIA						
ocation	MUMBAI										
Year 2017-2018 One Time			Flat/Block No.		5530A, 5530A 1 TO 3						
	Account Head Details Amount In Rs.			Premises/Building							
)030063	301 Amount of Tax		30000.00	Road/Street		Flat No. B/	503				
				Area/Locality		Santacruz	(East), Mumb	aí			
				Town/City/I	District						
				PIN			4	0 0	0 5	8	
		JOINT SUB REG	Washington and the second	Remarks (I	Any)						
30000.00  30,000.00				PAN2=AABCU0294J~SecondPartyName=ULTRA SPACE DEVELOPER: PRIVATE LIMITED~							
				Amount In	Thirty Th	nousand Rup	pees Only				
aymen	t Details BAN	IK OF MAHARASHTR	RA	FOR USE IN RECEIVING BANK							
Cheque-DD Details				Bank CIN	Ref. No.	02300042	20170919161	46 48623422	21		
Cheque/DD No.			Bank Date	RBI Date	19/09/20	17-11:38:39	20/09/201	7			
Name of Bank			Bank-Branch BANK OF MAHARASHTRA			ITRA	A				
Name of Branch			Scroll No. , Date 70920 , 20/09/2017								
NOTE:- 1 सदर चर गाही	This challan is valid for d ान केवळ दुय्यम निवधक Validity u Digitally signed VIRTUAL TRE NUMBA 01 n Deface 2017 2.	कार्यालयात नोदंणी known SUR 14	tered in Sub Regi करावयाच्या दस्ताः	strar office c साठी लागु ३	महेः जीदं	ी न करातू DEQ2	egistered doc याच्या दुस्तार दुस्य	e No. : cument. गाठी सदर च	Not Avai		
Challa	15:16:1 <del>1 13</del> T						1				
Sr No	15:16:11 13 Reason Secur Document	Def	acement No.	Deface	ment Date	1	Jserid	Defaceme	nt Amou	int	
Sr No	15:16:11 ST Reason Se ur Do Rement - Location: India (iS)-323-10922	Def	acement No. 574774201718	action in the second	ment Date 17-15:16:0			Defaceme	nt Amou		



गुरुवार,14 डिसेंबर 2017 3:24 म.नं.

दस्त गोषवारा भाग-1

वदर4

दस्त क्रमांक: 10922/2017

दस्त क्रमांक: वदर4 /10922/2017

बाजार मुल्य: रु. 2,89,13,700/-

मोबदला: रु. 2,04,30,875/-

भरलेले मुद्रांक शुल्क: रु.14,46,800/-

दु. नि. सह. दु. नि. वदर4 यांचे कार्यालयात

अ. क्रं. 10922 वर दि.14-12-2017

रोजी 3:08 म.नं. वा. हजर केला.

पावती:13074

पावती दिनांक: 14/12/2017

सादरकरणाराचे नाव: घनश्याम धनजीभाई ढोलकिया

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

रु. 3340.00

33340.00

पृष्टांची संख्या: 167

दस्त हजर

दस्ताचा प्रकार: करारनामा

BURBAN DIST. 18 मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत त असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-

खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 14 / 12 / 2017 03 : 08 : 13 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 14 / 12 / 2017 03 : 09 : 10 PM ची वेळ: (फी)

एकुण:

इटर-४

२०१७

16 Y 944

प्रतिज्ञास्त

सवर दसाहेक्य हा गोंवणी कारवा १९०८ अंतर्वत : नोंवणीस इत्सा केलेला आहे. दस्तातील संपूर्ण मज्जू

साक्षीदार य श्रीवत चोडलेल्या कागदपत्रांची सत्यता सपासता क सत्यता, वैधता जायदेशीर बादीसाठी दस्त निमादक व क

संपूर्णपणे जवाबदार राहतील.

लिहुन धणार



70223 784 794

दस्त गोषवारा भाग-2

स्वाक्षरी:-

वदर4

दस्त क्रमांक:10922/2017

दस्त क्रमांक :बदर4/10922/2017 दस्ताचा प्रकार:-करारनामा

पक्षकाराचे नाव व पत्ता अन् क्र

> लिहन घेणार नाव:घनश्याम धनजीभाई ढोलकिया पत्ता:प्लॉट नं: 62-6, माळा नं: ., इमारतीचे नाव: मॉण्ट वय :-48 ब्लान्क बील्डींग, ब्लॉक नं: दादीसेठ हील, मुंबई, रोड न्रं ऑगस्ट क्रांति मार्ग, महाराष्ट्र, MUMBAI. पॅन नंबर:AARPD3389E

नाव:अल्टा स्पेस डेव्हलपर्स प्रायव्हेट लिमिटेड चे लिहन देणार संचालक बलविंदर सिंग मल्होत्रा तर्फे मुखत्यार निलेश वय:-30

पत्ता:प्लॉट नं: ., माळा नं: 4, इमारतीचे नाव: एच.डी.आय.एल.टॉवर , ब्लॉक नं: बांद्रा पूर्व मुंबई , रोड नं: अनंत काणेकर मार्ग, महाराष्ट्र, MUMBAI. पॅन नंबर:AABCU0294J

पक्षकाराचा प्रकार छायाचित्र



अंगठ्याचा ठसा



बदा-४



वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कब्ल करतात. शिक्का क्र.3 ची वेळ:14 / 12 / 2017 03:10:15 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखता

अनु पक्षकाराचे नाव व पत्ता 豜.

नाव:तुषार तांबे . . पत्ता:चौथा मजला एच.डी.आय.एल.टॉवर बांद्रा पूर्व मुंबई पिन कोड:400051

छायाचित्र



184

अंगठ्याचा ठसा

नाव:दिनेश एम. अणेराव पत्ता:9,अंजू शॉपींग सेंटर,टिळक रोड,सांताकूझ पश्चिम मुंबई पिन कोड:400054





शिक्का क्र.4 ची वेळ 14 / 12 / 2017 03: 11: 02 PM

12 / 2017 03 : 11 : 22 PM

**EPayment Det** 

प्रमाणित करण्यात येते कीं, या दस्तामध्ये एकुण..... पुस्तक क्रमांक १/बदर-४/क्रमांक १०९०२/२०१७ वर नोंदला दिनांक

मह. दुय्यम निबंधक, अंबेरी क्र. २ मुंबई उपनगर जिल्हा

**Epayment Number** Sr.

1

MH005517494201718E

MH005517115201718E 2

ement Number 574772201718 4574774201718

10922 /2017

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