

367/13452

Monday, November 29, 2021

2:39 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 14404 दिनांक: 29/11/2021

गावाचे नाव: मायाठाणे

दस्तऐवजाचा अनुक्रमांक: बरल-2-13452-2021

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: सुरेश कुमार - शर्मा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 4800.00

पृष्ठांची संख्या: 240

एकूण:

रु. 34800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
2:58 PM ह्या वेळेस मिळेल.

सह दु.नि.का-बोरीवली-२

बाजार मुल्य: रु.29615866.34 /-

मोबदला रु.40649630/-

भरलेले मुद्रांक शुल्क : रु. 2032500/-

सह. दुय्यम निबंधक बोरीवली-२,  
मुंबई उपनगर जिल्हा.

REGISTERED ORIGINAL DOCUMENT

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2911202103907 दिनांक: 29/11/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2911202103785 दिनांक: 29/11/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2911202100197 दिनांक: 29/11/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009353777202122E दिनांक: 29/11/2021

बँकेचे नाव व पत्ता:

cityhamp

1. The first part of the document is a list of the names of the members of the committee who have been appointed to the various sub-committees. The names are listed in alphabetical order of the last name.

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202111292898				29 November 2021, 01:12:41 PM
बरल-2					
मूल्यांकनाचे वर्ष	2021				
जिल्हा	मुंबई (उपनगर)				
मूल्य विभाग	86-मागाठाणे ( बोरीवली )				
उप मूल्य विभाग	86/389भुभाग, उत्तरेस राजेंद्रनगर समोरील 36.60 मी.वि.यो. रस्ता, पूर्वेस द्रुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस रेल्वे लाईन.				
सर्व्हे नंबर /न. भू. क्रमांक	सि.टी.एस. नंबर#163				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
57890	126260	157300	210100	126260	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	177.16चौरस मीटर	मिळकतीचा वापर-	ड्यूल्क्स	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2 वर्ष	मूल्यदर/बांधकामाचा दर -	Rs 126260/-
उद्वाहन सुविधा-	आहे	मजला -	1st floor To 4th floor		
प्रकल्पाचे क्षेत्र-					
10 hector and above रस्ता सन्मुख -					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर		= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 110 % ) * 15 %			
प्रकल्पाचे क्षेत्रानुसार		ड्यूल्क्स करीता प्रती चौ. मीटर दर = Rs.159718 9/-			
मजला निहाय घट/वाढ		= 100% apply to rate = Rs.159719/-			
रस्ता सन्मुखानुसार मूल्यदर		= 100% apply to rate = Rs.159719/-			
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी ) + खुल्या जमिनीचा दर )			
		= ( ( (159719-57890) * (100 / 100 ) ) + 57890 )			
		= Rs.159719/-			
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
		= 159719 * 177.16			
		= Rs.28295818.04/-			
E) बंदिस्त वाहन तळाचे क्षेत्र		41.82चौरस मीटर			
बंदिस्त वाहन तळाचे मूल्य		= 41.82 * ( 159719 * 25/100 )			
		= Rs.1320048.3/-			
एकत्रित अंतिम मूल्य		= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य - मेढीगाईन मजला क्षेत्र मूल्य + लागतच्या गावीचे मूल्य + उभिल गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य - खुल्या जमिनीवरील वाहने तळघरे मूल्य - इमारती भावतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकनी + मेकनिकल वाहनतळ			
		= A + B + C + D + E - F + G + H + I + J			
		= 28295818.04 + 0 + 0 + 0 + 1320048.3 + 0 + 0 + 0 + 0 + 0			
		= Rs.29615866.34/-			

Home

Page



बरल - २/		
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बरेल - २/		
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CHALLAN  
MTR Form Number-6



GRN MH009353777202122E		BARCODE		Date 29/11/2021-08:09:33	Form ID 25.2
Department Inspector General Of Registration				Payer Details	
Stamp Duty		TAX ID / TAN (If Any)			
Type of Payment Registration Fee		PAN No.(If Applicable)		AAGPS0181A	
Office Name BRL2_JT SUB REGISTRAR BORIVALI 2		Full Name		SURESH KUMAR SHARMA VIKRAM SHARMA	
Location MUMBAI				ODICEE CARRIERS P LTD	
Year 2021-2022 One Time		Flat/Block No.		TOWN HOUSE NO 1F 2F 1st FLOOR 2nd FLOOR	
Account Head Details		Amount In Rs.		Premises/Building F wing WINTERGREEN RIVALI PARK	
0030045501 Stamp Duty		2032500.00		Road/Street WE H BORIVALI E	
0030063301 Registration Fee		30000.00		Area/Locality MUMBAI	
				Town/City/District	
		PIN		4 0 0 0 6 6	
		Remarks (If Any)		PAN2=AABCT4694B~SecondPartyName=CCI PROJECTS PVT LTD-CA=40649630	
2062500.00		Amount In		Twenty Lakh Sixty Two Thousand Five Hundred Rupees	
Total 20,62,500.00		Words		Only	
Payment Details IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332021112910754	2715448334
Cheque/DD No.		Bank Date	RBI Date	29/11/2021-08:10:42	Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		
Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. चलान केवल दफ्तर में पंजीकृत करने के लिए ही वैध है। नोटिफिकेशन के बिना यह चलान ग्राहक के पास नहीं रहेगा।		बाल - २/ Mobile No. : 9867506050 93842 3 280 २०२१			
Challan Defaced Details					
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-367-13452	0004441771202122	29/11/2021-14:38:46	IGR191	30000.00
2	(IS)-367-13452	0004441771202122	29/11/2021-14:38:46	IGR191	2032500.00
Total Defacement Amount					20,62,500.00



बंदरा - २/		
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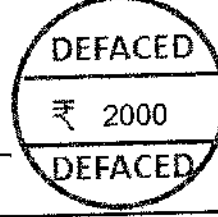


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN	2911202103785	Receipt Date	29/11/2021
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Received from CCI PROJECTS PVT LTD, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13452 dated 29/11/2021 at the Sub Registrar office Joint S.R. Borivali 2 of the District Mumbai Sub-urban District.



**Payment Details**

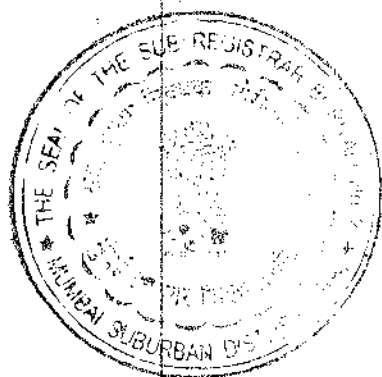
Bank Name	SBIN	Payment Date	29/11/2021
Bank CIN	10004152021112903418	REF No.	133312862810
Deface No	2911202103785D	Deface Date	29/11/2021

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



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बदल - २/		
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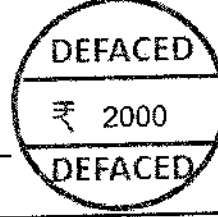
**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 2911202100197

Receipt Date 29/11/2021

Received from CCI PROJECTS PVT LTD, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13452 dated 29/11/2021 at the Sub Registrar office Joint S.R. Borivali 2 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name SBIN

Payment Date 29/11/2021

Bank CIN 10004152021112900180

REF No. 133308751855

Deface No 2911202100197D

Deface Date 29/11/2021

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



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करत - २/		
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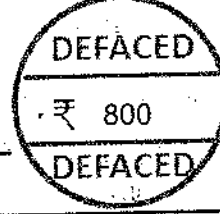


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN	2911202103907	Receipt Date	29/11/2021
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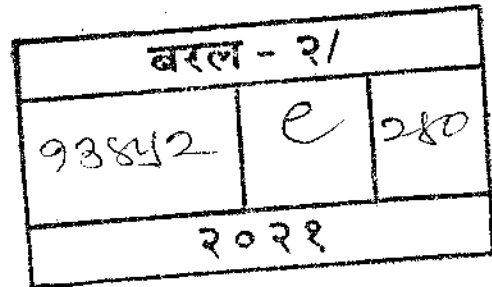
Received from CCI PROJECTS PVT LTD, Mobile number 0000000000, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 13452 dated 29/11/2021 at the Sub Registrar office Joint S.R. Borivali 2 of the District Mumbai Sub-urban District.



**Payment Details**

Bank Name	SBIN	Payment Date	29/11/2021
Bank CIN	10004152021112903533	REF No.	133312866536
Deface No	2911202103907D	Deface Date	29/11/2021

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





जरण - २१		
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AGREEMENT FOR SALE OF PREMISES

THIS AGREEMENT is made at Mumbai this 29th day of NOV, 2021

BETWEEN

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

AND

CABLE CORPORATION OF INDIA LIMITED, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at 4<sup>th</sup> Floor, Laxmi Building, 6, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai 400 001, through (C.A. CCI PROJECTS PRIVATE LIMITED), hereinafter referred to as "Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **SECONDPART**;

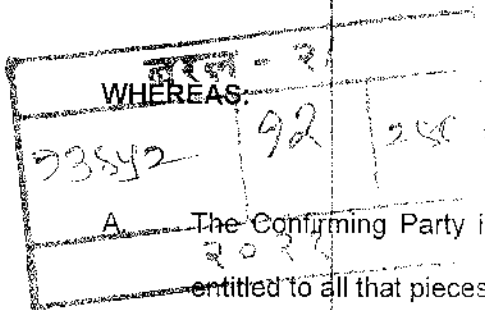
AND

Mr. Suresh Kumar Sharma & Mr. Vikram Sharma & M/s. Odicee Carriers (P) Ltd., having his /her/their address at B/502, New Shiv Darshan CHS, Holy Cross Road, Near Cafe Coffee Day, I C Colony, Borivali West, Mumbai, Maharashtra-400103, hereinafter referred to as "the Allottee/s", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators and the last surviving member of the HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of

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~~such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the~~ **THIRD PART.**

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



A The Confirming Party is the owner of and is otherwise well and sufficiently entitled to all that pieces or parcels of land or ground bearing (i) City Survey No.

165 of Village Magathane, admeasuring 1,13,930.78 squaremeters, (ii) City Survey Nos. 163A/1 and (iii) 163A/2 of Village Magathane, admeasuring 4,469 squaremeters thereby aggregating to 1,18,399.78 squaremeters or thereabouts situate, lying and being near Western Express Highway, Village Magathane,

Tahuka Boriyali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, ("**the Larger Land**"). The details pertaining to the title of the

Confirming Party to the Larger Land, the pertinent approvals and permissions issued in respect of the Larger Land, litigation proceedings in respect of the Larger Land, encroachments (if any) on the Larger Land, permission to be

obtained which affects the Promoter's title to develop the Larger Land and the

Promoter's title with respect to the ownership of the Larger Land, and

mortgages/charges on the Larger Land (if any), are elucidated in the Title

Certificate dated 12<sup>th</sup> July 2017 read along with letter dated 20<sup>th</sup> November,

2017 issued by M/s. Kanga & Co. read with the latest Title Certificates dated 17<sup>th</sup>

August, 2020 issued by M/s. Kanga & Co. A copy of the Title Certificate dated

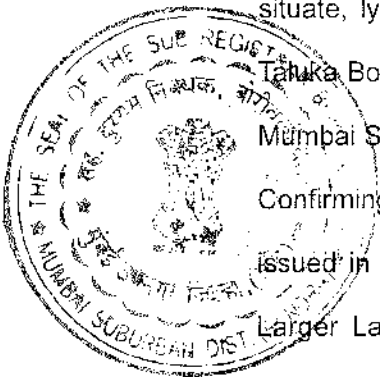
12<sup>th</sup> July 2017 and letter dated 20<sup>th</sup> November, 2017 and latest Title Certificates

dated 17<sup>th</sup> August, 2020 is annexed and collectively marked as **Annexure "A"**

hereto ("**Title Certificate**"). The Larger Land is more particularly described in the

**First Schedule** hereunder written. The Larger Land is shown delineated by a

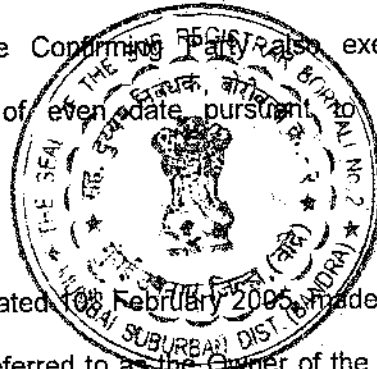
black colour boundary line on the Plan annexed hereto and marked as



**Annexure "B":**

B. By and under a Development Agreement dated 10<sup>th</sup> February, 2005 made between the Confirming Party herein, therein referred to as the Owner of the One Part and the Promoter (erstwhile Entertainment India Private Limited), therein referred to as the Developer of the Other Part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-12-618-2005 ("the **First Development Agreement**"), the Confirming Party granted development rights to the Promoter herein, authorizing and permitting the Promoter to construct residential buildings by using FSI/TDR as mentioned therein on a portion on the Larger Land, admeasuring 7,000 squaremeters or thereabouts situate at Village Magathane, Taluka Borivali, Dattapada Road, Borivali (East), Mumbai and more particularly described in the **Second Schedule** hereunder written and shown in colour burnt sienna on the plan thereof hereto annexed and marked as **Annexure "B"**. The Confirming Party herein has further granted to the Promoter herein right of way over 12.20 mtr. wide private access road aggregately admeasuring 3,244 squaremeters or thereabouts from the Western Express Highway and more particularly described in the **Third Schedule** hereunder written and shown in purple colour on the plan hereto annexed and marked as **Annexure "B"**, which right of way is to be used jointly with all the occupants of the Larger Land. The Confirming Party also executed a Comprehensive Power of Attorney of even date, pursuant to the First Development Agreement;

C. By another Development Agreement dated 10<sup>th</sup> February 2005 made between the Confirming Party herein, therein referred to as the Owner of the One Part and Promoter (erstwhile Entertainment India Private Limited), therein referred to as the Developer of the Other Part and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-12/617/2005 ("the **Second Development Agreement**"), the Confirming Party has granted development rights to the Promoter authorizing and permitting the Promoter to construct residential buildings by using FSI/TDR as mentioned therein on a portion on the East side of the Larger Land admeasuring 27,900 squaremeters or thereabouts

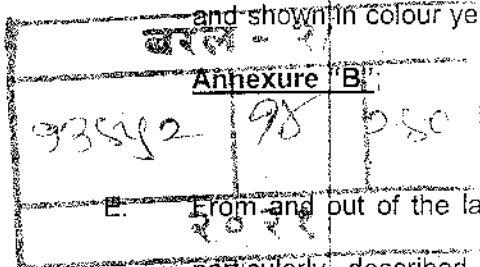


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situate at Dattapada Road, Borivali (East), and more particularly described in the **Fourth Schedule** hereunder written and shown in colour burnt sienna on the plan thereof hereto annexed and marked as **Annexure "B"**. The Confirming Party thereby further granted to the Promoter herein unobstructed right of way on the 12.20 Mtr. Road and 18.3 mtr. road connecting to the Western Express Highway to Dattapada Road more particularly described in the **Fifth Schedule** hereunder written and shown in purple colour on the plan hereto annexed and marked as **Annexure "B"**, which right of way is to be used jointly with all the occupants of the Larger Land. The Confirming Party also executed a Comprehensive Power of Attorney of even date pursuant to the Second Development Agreement;



Thereafter by and under an Agreement for Project Management and Coordination dated 26<sup>th</sup> March, 2009 read with (i) First Addendum dated 16<sup>th</sup> March, 2011, (ii) Second Addendum dated 15<sup>th</sup> January, 2013, (iii) Third Addendum dated 10<sup>th</sup> May, 2017 and (iv) Fourth Addendum dated 2<sup>nd</sup> March, 2020 (hereinafter collectively referred to as "the said PMA") executed by and between the Confirming Party and the Promoter, the Promoter has granted rights to develop land admeasuring 55,855 square meters out of the Larger Land and which is more particularly described in the **Sixth Schedule** hereunder written and shown in colour yellow on the plan thereof hereto annexed and marked as



From and out of the land admeasuring 34,900 square metres which is more particularly described in the **Second Schedule** and **Fourth Schedule** hereunder written that is collectively the subject matter of the said First Development Agreement and said Second Development Agreement, the Promoter has sold and conveyed an area admeasuring 18,699.33 square metres more particularly described in the **Seventh Schedule** hereunder written and shown by yellow colour hatched lines on the plan annexed as **Annexure "C"** hereto to Radhakishan Shiykishan Damani, Derive Trading & Resorts Private Limited and Avenue Supermarts Limited (hereinafter collectively referred to as "the Damani Group") under an Indenture of Conveyance dated 19<sup>th</sup> March,

*[Handwritten signatures and marks at the bottom of the page]*

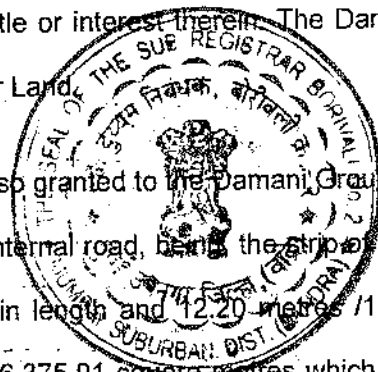


2020 registered with the Office of the Sub-Registrar of Assurances under Serial No. BDR-4-3623 of 2020 ("Damani Group Conveyance"), with the confirmation of the Confirming Party.

F. From and out of the land admeasuring 55,855 square metres which is more particularly described in the **Sixth Schedule** hereunder written that is the subject matter of the PMA, the Confirming Party has sold and conveyed an area admeasuring 14,228.89 square metres more particularly described in the **Eighth Schedule** hereunder written and shown by blue colour hatched lines on the plan annexed as **Annexure "C"** hereto to the Damani Group under the Damani Group Conveyance, with the confirmation of the Promoter. Prior to the Damani Group Conveyance, the PMA was cancelled with respect to the portion of land described in the **Eighth Schedule** hereunder written.

G. The land described in the **Seventh Schedule** and **Eighth Schedule** hereunder written collectively admeasures 32,928.22 square metres and is collectively described more particularly in the **Ninth Schedule** hereunder written and is shown delineated by a thin green colour boundary line on the plan annexed and marked as **Annexure "C"** hereto and is hereinafter referred to as "**the Damani Group Land**". The Damani Group Land is vested in the Damani Group as the owners thereof by virtue of the Damani Group Conveyance and the Promoter/Confirming Party have no right, title or interest therein. The Damani Group Land does not form part of the Larger Land.

H. The Promoter and Confirming Party have also granted to the Damani Group an unobstructed right of way over the private internal road, being the strip of land admeasuring 426.78 metres/63.89 metres in length and 12.20 metres /18.30 metres in width in aggregate admeasuring 6,375.91 square metres which is a private internal road connecting to the Western Express Highway on the one side and Dattapada Road on the other, more particularly described in the **Tenth Schedule** hereunder written and shown in purple colour on the plan hereto annexed and marked as **Annexure "C" ("Private Internal Road of Promoter")**, which right of way is to be used jointly with all the occupants of the Larger Land, under a Deed of Grant of Right of Way dated 19<sup>th</sup> March, 2020 registered with



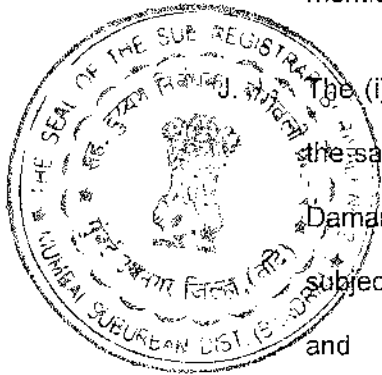
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the Office of the Sub-Registrar of Assurances under Serial No. BRL-2-2824 of 2020.

- I. By and under a Letter No.CHE/LOR/13 dated 18<sup>th</sup> February, 2020, MCGM sanctioned and approved layout and sub-division, such that municipal/planning sub-division of the Larger Land admeasuring 1,18,399.78 (therein referred to as Plot 1A) and the Damani Group Land admeasuring 32,928.22 square metres (therein referred to as Plot 1B) was effected on the terms and conditions mentioned therein.



The (i) land admeasuring 5,942.75 squaremeters (being the subject matter of the said First Development Agreement less the area sold and conveyed to the Damani Group), (ii) land admeasuring 10,257.92 square meters (being the subject matter of the said Second Development Agreement less the area sold and conveyed to the Damani Group) and (iii) land admeasuring 41,626.11 square meters (being the subject matter of the said PMA) is hereinafter collectively referred to as "**the Promoters Land**" and is shown in red colour boundary line on the plan thereof hereto annexed and marked as **Annexure "B"**.

- K. The details pertaining to the title/ rights / entitlement of the Promoter and the Confirming Party to the Promoters Land are as follows :-

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There are no covenants affecting the Promoters Land and/or any part thereof.		
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There are no covenants affecting the Promoters Land and/or any part thereof.

- (ii) There are no impediments attached to the Promoters Land and/or any part thereof;
- (iii) There are no tenants/Occupants on the said Land (as defined herein below) and the Promoter is in exclusive possession thereof;
- (iv) There are occupants on the Promoters Land residing in Whitespring being an independent Real Estate Project (as defined herein below).

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However, Promoter is in exclusive possession of the Promoters Land;

- (v) There is a commercial structure on land admeasuring 3436 square meters on a portion of the Promoters Land. In the commercial structure, the ground floor premises of the commercial structure admeasuring 14,654 square feet was sold to Mr. Vinod Gupta and Mr. Bharat Gupta by the Confirming Party vide Agreement for Sale dated 14<sup>th</sup> February, 2005;
- (vi) There are no illegal encroachments on the Promoters Land and/or any part thereof;
- (vii) There is a first mortgage created on the Premises (as defined herein below) in favour of SBICAP Trustee Company Limited ("**SBI Trustee**") acting as debenture trustee for SWAMIH Investment Fund I ("**SBI Fund**") vide Debenture Trust Deed dated 31<sup>st</sup> January, 2020 registered with the Sub Registrar of Assurances at under Serial No.BRL-4-1457 of 2020 read with Deed of Rectification dated 13<sup>th</sup> February, 2020 registered with the Sub Registrar of Assurances at under Serial No.BRL-4-2081 of 2020. By and under the letter dated 29<sup>th</sup> October 2021 by the SBI Trustee, SBI Trustee has in-principle gave their NOC about their satisfaction of the charge on the Promoters Land and the Building thereon..
- (viii) There is a second mortgage created on the Premises in favour of Indiabulls Housing Finance Limited vide Deed of Mortgage dated 22<sup>nd</sup> May, 2018 registered with the Sub Registrar of Assurances at Borivali No. 6 under Serial No. 6288 of 2018. By and under its letter dated 27<sup>th</sup> December, 2019, Indiabulls Housing Finance Limited accorded no-objection for the allotment and sale of the Premises on the terms and conditions mentioned therein
- (ix) The Premises were earlier mortgaged to Ambit Finvest Private Limited ("**Ambit**") vide Deed of Mortgage dated 22<sup>nd</sup> May, 2018 registered with the Sub Registrar of Assurances at Borivali No. 6 under Serial No. 6288 of 2018. Pursuant to an Amendment Agreement to Loan Agreement

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dated 19<sup>th</sup> March, 2020, Ambit agreed to release and reconvey the mortgage over the Premises in favour of Confirming Party/Promoter as and when called upon as mentioned therein.

- (x) There is no permission that is required to be obtained from any Government or Authority which affects the title to the Promoters Land and/or any part thereof.

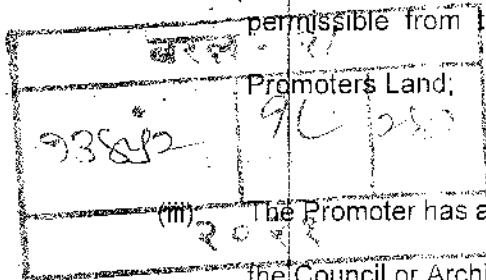
L. The Promoter is entitled to construct buildings on the Promoters Land;



The Promoter is undertaking the development of the Promoters Land ("the **Whole Project**") in a phase-wise manner as mentioned at Recital N and Q below;

N. The principal and material aspects of the development of the Whole Project and the Promoters Land as disclosed by the Promoter are briefly stated below :-

- (i) The Whole Project and the Promoters Land shall be developed in a phase-wise manner;
- (ii) Total 5.00 FSI of upto about 7953.86 square metres plus compensatory fungible FSI plus, free of FSI areas and such other FSI as may be permissible from time to time duly proposed to be utilized on the



- (iii) The Promoter has appointed an Architect being R Design registered with the Council of Architects for the purpose of the Real Estate Project;

- (iv) The Promoter has appointed a structural engineer being Thornton Tomasetti for the purpose of Real Estate Project;

- (v) The copy of the Proposed Layout Plan with proformas giving details of the Whole Project ("**Proposed Layout**") is annexed to this Agreement

as Annexure "D", which specifies the location of the existing/new/future/further buildings/towers/wings to be constructed on the Promoters Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Promoters Land ("**Proposed Potential**"), and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. The Proposed Layout plan annexed as Annexure "D" hereto discloses *inter-alia*;

(a) The Real Estate Project as defined herein below along with its common areas, facilities and amenities;

(b) Apart from the Real Estate Project as defined herein below, there are other existing/new / future /further buildings/towers/wings along with its common areas, facilities and amenities in the Whole Project and upon the Promoters Land ("**Other Component**") and the portion of the Promoters Land upon which the Other Component shall be developed (in such manner as the Promoter may deem fit) are hereinafter referred to as the "**Other Portion of the PromotersLand**". The **Other Component shall comprise of**

- a. A Building No.4A named Whitespring comprising of two Wings i. e. Wings A and B. Each wing comprising of two level / floor podium, two level / floor of basement and proposed 14 upper habitable floors / 19 upper habitable floors utilizing **21,342.32** square meters FSI being building on a portion of the Promoters Land admeasuring **3,355.03**square meters. The Whitespring Building is complete and Part Occupation Certificate dated 28<sup>th</sup> September 2016 and further Part Occupation Certificate dated 15<sup>th</sup> November, 2018 are issued by MCGM.

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b. Proposed structures (for residential, non-residential, commercial, office, retail and/or other mixed user/s) on a portion of the Promoters Land admeasuring 27,622.82square meters as hatched in colour green in the Proposed Layout Plan annexed hereto and marked as **Annexure "D"**;

c. The Whole Project Included Amenities as set out in the **Eleventh Schedule** hereunder written; and

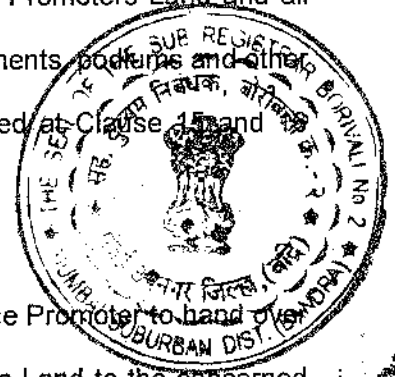
d. The Whole Project Excluded Amenities as set out in the **Twelfth Schedule** hereunder written.

(vi) The Promoter shall be entitled to designate any spaces/areas in the Other Component of the Whole Project (including on the terrace and basement levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters,

वरण - Antennae, base sub-stations, towers etc;		
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(vii) The name of the Other Component, shall be as decided by the Promoter		
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(viii) The nature of development of the PromotersLand will be phase wise and each phase will be registered as a separate Real Estate Project (as defined herein below) by the Promoter in accordance with RERA and the RERA Rules;

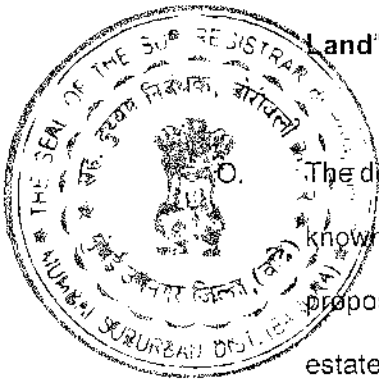
- (ix) The scheme and scale of development proposed to be carried out by the Promoter on the Promoters Land shall be in accordance with applicable law as amended from time to time;
- (x) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in a form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may deem fit on the Promoters Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;
- (xi) The Promoter shall be entitled to confer title of particular tower to such Other Societies, as mentioned at Clause 14 below;
- (xii) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to portion of the Promoters Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the same are mentioned at Clause 15 and below;
- (xiii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Promoters Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the Promoters Land to be handed over for complying with the terms and conditions of statutory approvals;
- (xiv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Promoters Land, as provided under the Proviso to Rule 4(4) of the RERA Rules, and



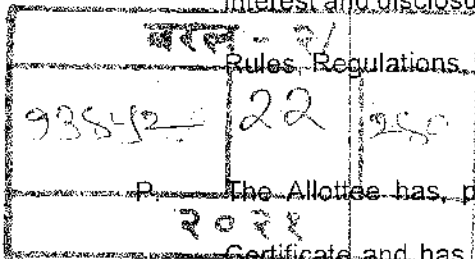
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- (xv) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Promoters Land (defined below), in full or in part, as may be required by the applicable law from time to time.

The above details and further aspects of the proposed future and further development of the Promoters Land, are available for inspection with the Promoter ("**Proposed Future and Further Development of the Promoters Land**").



The development of Wings A, B, C, D, E and F ("**the said Wings**") of the building known as Wintergreen ("**said Building**") is a phase of the Whole Project and proposed as a "real estate project" by the Promoter and is registered as a 'real estate project' ("**the Real Estate Project**") with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time;



The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Whole Project (as defined below). The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The RERA Certificate is annexed hereto and marked as **Annexure "E"**;

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

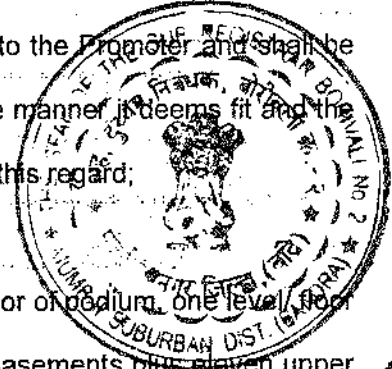


(i) The "Real Estate Project" constitutes of

a. Wing A, comprising of one level/ floor of podium, one level/ floor of part podium, two level/ floor of basements plus forty-two upper habitable floors utilizing **25,382.11** square meters FSI being constructed on a portion of the said Land (as defined herein below) admeasuring **1579.29** square meters as shown hatched in colour green on the plan thereof hereto annexed and marked as **Annexure "B"**.

b. Wing B, comprising of one level/ floor of podium, one level/ floor of part podium, two level/ floor of basements plus seven upper habitable floors currently utilizing **3143.86** square meters of sanctioned FSI being constructed on a portion of the said Land as defined herein below admeasuring **841.55** square meters as shown hatched in colour blue on the plan thereof hereto annexed and marked as **Annexure "B"**. However, it is expressly clarified that the FSI required to construct the Wing B is **2903.34 square meters**. The balance/ remaining FSI (in accordance with the relevant rules and regulations) i.e. **240.52** square meters of the sanctioned FSI shall belong solely to the Promoter and shall be entitled to deal with the same in the manner it deems fit and the allottees does not have any right in this regard;

c. Wing C, comprising of one level/ floor of podium, one level/ floor of part podium, two level/ floor of basements plus eleven upper habitable floors currently utilizing **7178.98** square meters of sanctioned FSI being constructed on a portion of the said Land (as defined herein below) admeasuring **1537.83** square meters as shown hatched in colour red on the plan thereof hereto annexed and marked as **Annexure "B"**. However, it is expressly clarified that the FSI required to construct the Wing C is **6158.75** square meters. The balance/ remaining FSI (in accordance with



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the relevant rules and regulations) i.e. 1020.23 square meters of the sanctioned FSI shall belong solely to the Promoter and shall be entitled to deal with the same in the manner it deems fit and the allottees does not have any right in this regard;

- d. Wing D comprising of one level/ floor of podium, one level/ floor of part podium, two level/ floor of basements plus sanctioned forty-four upper habitable floors currently utilizing 29550.22 square meters of sanctioned FSI. However, the Promoter shall construct only forty two upper floor by utilizing 24,988.40 square meters of the sanctioned FSI being constructed on a portion of the said Land (as defined herein below) admeasuring 1615.81 square meters as shown hatched in colour black on the plan thereof hereto annexed and marked as Annexure "B". The balance/ remaining FSI (in accordance with the relevant rules and regulations) i.e. 4561.82 square meters of the sanctioned FSI shall belong solely to the Promoter and shall be entitled to deal with the same in the manner it deems fit and the allottees does not have any right in this regard;

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- Wing E comprising of one level/ floor of podium, one level/ floor of part podium, two level/ floor of basements plus seven upper habitable floors currently utilizing 3139.61 square meters of sanctioned FSI being constructed on a portion of the said Land as defined herein below admeasuring 841.55 square meters as shown hatched in colour magenta on the plan thereof hereto annexed and marked as Annexure "B". However, it is expressly clarified that the FSI required to construct the Wing E is 2906.93 square meters. The balance/ remaining FSI (in accordance with the relevant rules and regulations) i.e. 232.68 square meters of the sanctioned FSI shall belong solely to the Promoter and shall be entitled to deal with the same in the manner it deems fit and the allottees does not have any right in this regard; and

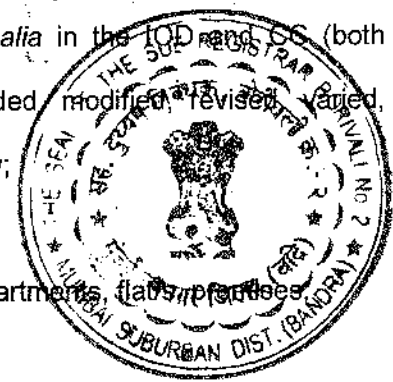
f. Wing F comprising of comprising of one level/ floor of podium, one level/ floor of part podium, two level/floor of basements plus eleven upper habitable floors currently utilizing **7139.61** square meters of sanctioned FSI being constructed on a portion of the said Land (as defined herein below) admeasuring **1537.83** square meters as shown hatched in colour yellow on the plan thereof hereto annexed and marked as **Annexure "B"**. However, it is expressly clarified that the FSI required to construct the Wing F is **6119.38** square meters. The balance/ remaining FSI (in accordance with the relevant rules and regulations) i.e. **1020.23** squaremeters of the sanctioned FSI shall belong solely to the Promoter and shall be entitled to deal with the same in the manner it deems fit and the allottees does not have any right in this regard.

of a building known as "**Wintergreen**" including in accordance with the provisions of RERA and the RERA Rules. The Real Estate Project is being constructed and developed upon a portion of the Promoters Land admeasuring **7953.86** square meters described in the **Thirteenth Schedule** hereunder written ("**said Land**").

(ii) The construction and development of the said Wings is presently sanctioned in the manner stated *inter-alia* in the IOD and OC (both defined below), which shall be amended, modified, revised, varied, changed from time to time, and presently;

(iii) The said Wings *inter alia* comprise of apartments, flats, premises

(iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottee/s in the Real Estate Project are listed in the **Fourteenth Schedule** hereunder written ("**Real Estate Project Amenities**");



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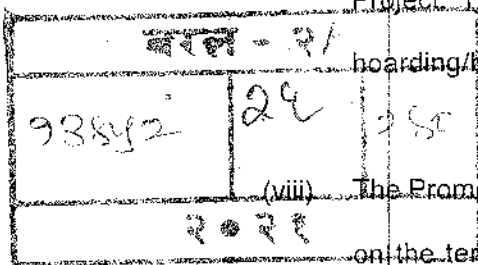
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- (v) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s and other allottee/s in the Whole Project on a non-exclusive basis are listed in the **Eleventh Schedule** hereunder written ("**Whole Project Included Amenities**");



- (vi) The Other Component apart from Whitespring developed/proposed to be developed as part of the Whole Project, may not be provided with certain common areas, facilities and amenities, including club houses, swimming pools, gymnasiums etc. ("**Whole Project Excluded Amenities**") as provided in the Real Estate Project and Whitespring. The Whole Project Excluded Amenities as set out in the **Twelfth Schedule** hereto shall be exclusively made available to and usable by the allottees/occupants of the Real Estate Project and Whitespring, and, shall not be available to the Allottee/s or any other allottees/occupants of the Other Component. Annexed hereto and marked as **Annexure "F"** is the plan showing the Whole Project Excluded Amenities;

- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in a form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide



- hoarding/board sites;
- (viii) The Promoter shall be entitled to designate any spaces/areas, including on the terrace levels of the Real Estate Project and in the basement levels of the Whole Project, for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee/s and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and

license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. at such location(s) as the Promoter deems fit and the Allottee/s shall not challenge the same in any manner whatsoever;

(ix) The details of formation of the Society (as defined herein below) and conferment of title upon the Society (as defined herein below) with respect to the said Building, i.e., the Real Estate Project, are more particularly specified in Clause 13 and Clause 14 below;

(x) A copy of the Intimation of Disapproval ("IOD") bearing reference no. No. CHE/A-3016/BP(WS)/AR dated 29<sup>th</sup> March 2005 as revised from time to time including on 31<sup>st</sup> August, 2018 read with Amended Layout Approval dated 7<sup>th</sup> April 2007 bearing reference no. No. CHE/13/LOR MCGM and subsequently amended on 6<sup>th</sup> September 2008, 11<sup>th</sup> March 2010 and 19<sup>th</sup> March 2012 and 18<sup>th</sup> February, 2020 and is hereto annexed and marked as Annexure "G"; and

(xi) Commencement Certificate ("CC") bearing No. CHE/A-3016/BP(WS)/AR extended and re-endorsed upto dated 28<sup>th</sup> March, 2021 in respect of the Real Estate Project and is hereto annexed and marked as Annexure "H";

R. The Allottee/s is/are desirous of purchasing residential premises more particularly described in **Part A** of the **Fifteenth Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the "said Premises"). The authenticated copy of the Floor Plan of the said Premises, is hereto annexed and marked as Annexure "I";

S. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate

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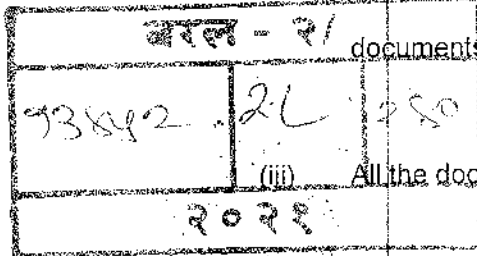
Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements / substitutes thereof) till the completion of the Real Estate Project;

- T. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale consideration (mentioned herein below) in respect thereof;



On demand from the Allottee/s, the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:

- (i) All title documents by which the Promoter has acquired right, title and interest to develop the Promoters Land;
- (ii) All the approvals and sanctions of all relevant authorities for the development of the Promoters Land, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic NOC, MOEF EC, etc. and such other documents as required under Section 11 of RERA;



- (iii) All the documents mentioned in the Recitals hereinabove;

- (iv) Title Certificate annexed hereto at Annexure "A"; and

- (v) Authenticated copies of the Property Register Cards for C.T.S. Nos. 165, 163/A1 and 163/A2, i.e., the Promoters Land, which are annexed and marked as Annexure "J".

- V. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and

performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority;

W. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions. As per the sanctioned Plans the Promoter has completed the construction of the said Building "Wintergreen" and received the Occupancy Certificate vide no. CHE/A-3016/BP(WS)/AR/OCC/4 dated 07<sup>th</sup> April, 2021;

X. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project on the said Land, the Whole Project and the Promoters Land, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project, the Whole Project and the Promoters Land and construct the Real Estate Project under various provisions of the Development Control Regulations for Greater Mumbai, 1991 and Development Control and Promotion Regulations, 2034 ("DCR/DCPR") and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Promoters Land. The Allottee/s undertake(s) that he/she/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

Y. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in **Part A** of the **Fifteenth Schedule** hereunder written;

Z. The Parties relying on the confirmations, representations and assurances of

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each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AA. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the price more particularly described Clause 3 of this Agreement in **Part B** of the **Fifteenth Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement. On or before the execution of these presents, the Allottee has paid to the Promoter part payment of the Sale Consideration (as defined below) as more particularly described in **Part B** of the **Fifteenth Schedule** hereunder written agreed for the said Premises to be sold by the Promoter to the Allottee/s as advance payment and part of the Earnest Money (defined below) (the payment and receipt whereof the Promoter both hereby admit and acknowledge);



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

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

DD. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time;

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

Annexure "A" Copy of the Title Certificate

Annexure "B" Copy of the Plan indicating the Larger Land, right of



way, the Promoters Land, the Real Estate Project/ the said Land;

- Annexure "C" Copy of the Plan showing Land sold to Damani Group;
- Annexure "D" Copy of the Proposed Layout;
- Annexure "E" Copy of the RERA Certificate;
- Annexure "F" Copy of the Plan of Whole Project Excluded Amenities;
- Annexure "G" Copy of IOD;
- Annexure "H" Copy of CC;
- Annexure "I" Copy of Floor Plan of the said Premises; and
- Annexure "J" Certified copies of the Property Register Cards; and
- Annexure "K" Copy of Occupancy Certificate.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the said Wings of the said building known as "Wintergreen", as reflected in Recital L(i) in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Fourteenth Schedule hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or any change as

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contemplated by any of the disclosures already made to the Allottee.

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

(i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Premises No. **1F/2F** of the Town House type admeasuring **138.17** square meters carpet area as per RERA on the **1st & 2nd** floor in the **"F"** Wing of the said Building i.e. the said Premises, as more particularly described in Part A of the Fifteenth Schedule and as shown in the floor plan annexed and marked **Annexure "I"** hereto, at and for the consideration of **Rs. 4,06,49,630/- (Rupees Four Crore Six Lakh(s) Forty Nine Thousand Six Hundred Thirty Only)**;

(ii) The Allottee hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee, **3 (Three)** number of covered / mechanical car parking spaces being constructed in the layout of the Promoters Land for the consideration of **Rs. NIL/- (Rupees NIL only)**. The exact location and identification of such car parking space/s will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The car parking space/s shall be for

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the Allottee/s;

(iii) The total aggregate consideration amount for the said Premises including covered / mechanical carparking spaces is thus **Rs. 4,06,49,630/- (Rupees Four Crore Six Lakh(s) Forty Nine Thousand Six Hundred Thirty Only)** ("the Sale Consideration");

(iv) The Allottee has paid before execution of this Agreement, a sum of **Rs. 11,00,000/- (Rupees Eleven Lakh(s) Only)** (which does not exceed 10% of the Sale Consideration) as advance payment ("**Earnest Money**") and **Rs. 30,00,000/- (Rupees Thirty Lakh(s) Only)** and hereby agrees to pay to that Promoter the balance amount of Sale

Consideration of **Rs.3,65,49,630/- (Rupees Three Crore Sixty Five Lakh(s) Forty Nine Thousand Six Hundred Thirty Only)** in the manner and payment installments more particularly mentioned in the part B of **Fifteenth Schedule** hereunder written:

(a) An amount of **Rs. Nil (Rs. Nil)** (which does not exceed 75% of the Sale Consideration), is to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises;

(b) An amount of **Rs. Nil (Rs. Nil)** (which does not exceed 80% of the Sale Consideration), is to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises;

(c) An amount of **Rs. Nil (Rs. Nil)** (which does not exceed 85% of the Sale Consideration), is to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the said Tower;

(d) An amount of **Rs. Nil (Rs. Nil)** (which does not exceed 95% of the Sale Consideration), is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the said Tower;

(e) The balance amount of **Rs.3,65,49,630/- (Rupees Three Crore Sixty Five Lakh(s) Forty Nine Thousand Six Hundred Thirty Only)**, within 30 days from the date of execution of Agreement for Sale with respect to the Real Estate Project;

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(v) In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned

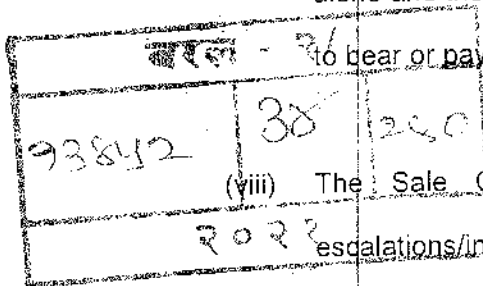
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in the agreement is net consideration;

- (vi) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account No. 00600350080335 maintained with HDFC Bank, Fort Branch with IFSC Code HDFC00000060 ("the said Account");



The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all other levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter and/or the Confirming Party shall not be liable



to bear or pay the same or any part thereof;

- (viii) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.;

(ix) The Allottee will be charged maintenance fee with respect to the said Premises duly computed and intimated by the Promoter and shall be on the basis of RERA carpet area of the Premises which is in accordance with the RERA Rules;

(x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Tower is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(ii), shall be made at the same rate per square meter as agreed in Clause 3 (iii) above;

(xi) The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner;

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(xii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any

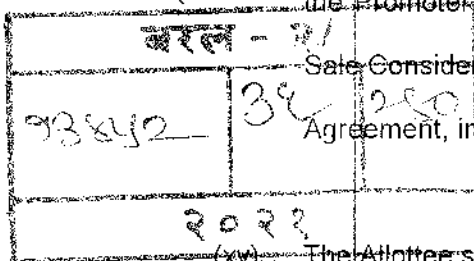
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other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15(fifteen) days of the Promoter's said written demand, without any delay, demur or default;

- (xiii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and Clause 24 below (which will not absolve Allottee of its responsibilities under this Agreement);



- (xiv) The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated; and



- (xv) The Allottee shall deduct tax at source ("TDS") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

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

respect of the said Premises.

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

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

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

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital L above and as depicted in the proposed layout plans with proformas at **Annexure "D"** hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

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

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the Promoters Land (by utilization of the full development potential) and develop the same in phase-wise matter and undertake multiple real estate projects therein in the manner more particularly detailed at Recital I above and as depicted in the proposed layout plans with proformas at **Annexure "D"** hereto constituting the Proposed Layout Plan and the Proposed Potential and Allottee has agreed to purchase the said Premises

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- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any circumstances/reasons/orders/notices/advisories related to any disease, bacteria, virus, epidemic, pandemic or any other health related issue/reason/factor, as a result of which the Promoter is unable to continue with all aspects of the construction and development of the Real Estate Project in the same manner that it was able to during the ordinary course; and/or
- (e) Any other circumstances that may be deemed reasonable by the Authority.

28



Allottee/s on the Possession Date (save and except for the reasons as stated in Clause 8(i), then the Allottee shall be entitled to either of the following:

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**

(b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with

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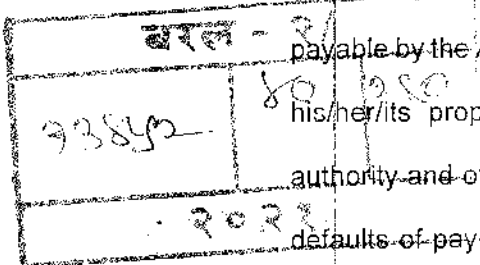
and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

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



(iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate;

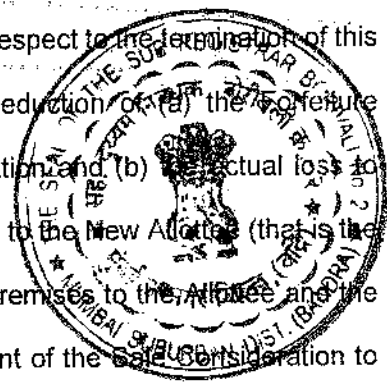
Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8 (ii) (a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on due date of any amount due and



payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, and (c)

and / or any other breach of the terms and conditions of this Agreement the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier/ E-mail/ Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues

together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 20% percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to sell and transfer the said Premises to another allottee ("**New Allottee**") for such consideration and in such manner as it deems fit and proper. Within a period of 30 days of the resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to New Allottee and provided the Allottee/s has/have executed and/or registered the necessary deeds, documents and writings as may be required by the Promoter including with respect to the termination of this Agreement, the Promoter shall after deduction of (a) the Forfeiture Amount i.e. 20% of the Sale Consideration and (b) the actual loss to occur on the resale of the said Premises to the New Allottee (that is the difference in the sale price of the said Premises to the Allottee and the New Allottee), refund the balance amount of the Sale Consideration to the Allottee/s exclusive of any indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings etc.



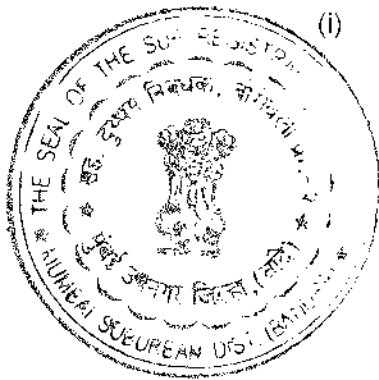
9. The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee and are listed in the Fourteenth Schedule

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hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the Eleventh Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in Part C of the Fifteenth Schedule hereunder written.

10. Procedure for taking possession:



- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project;

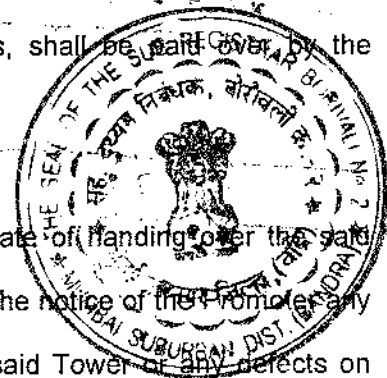
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(ii) Upon receiving the Possession Notice from the Promoter as per Clause	

10 (i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause 10 (ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter; and

- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee

shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Promoters Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Promoters Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional 9 months' contribution of **Rs.2,18,358/- (Rupees Two Lakh(s) Eighteen Thousand Three Hundred Fifty Eight Only)** towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less the deductions, shall be paid over by the Promoter to the Society.

11. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real



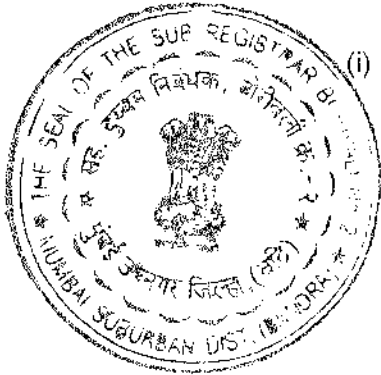
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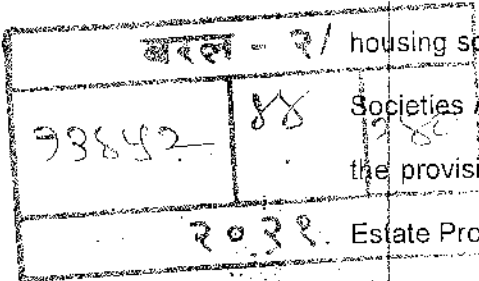
12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of residential. The Allottee shall use the car parking space only for purpose of parking vehicle.

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



- (i) Upon 51% (fifty-one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules;

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



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

may be required by the Registrar of Co-operative Societies or any other Competent Authority;

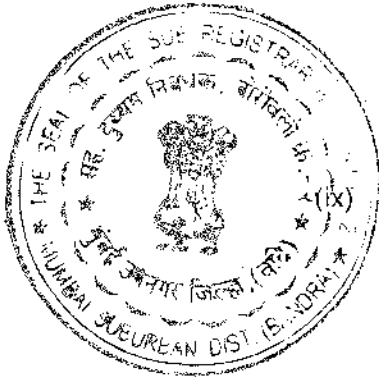
- (iv) The name of the Society shall be solely decided by the Promoter;
- (v) The Society shall admit all allottees of flats and premises in the said Building as members, in accordance with its bye-laws;
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings;

- (vii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard;

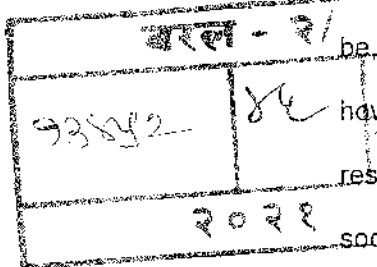
- (viii) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the Promoters Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative society to comprise solely of the allottees of units/premises in those particular real

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estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Promoters Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules; and



The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may



be, and the Promoter shall not be liable toward the same. Provided however, that if the development on the Other Component is not residential, the Promoter shall be entitled to not form any society/organization in respect thereof.

#### 14. Conveyance to the Society and Other Societies:

- (i) On or before 28<sup>th</sup> February 2022 or within 3 (three) months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, whichever is later, the Real Estate Project being the said Building with the common areas, facilities and amenities described in the **Fourteenth Schedule** hereunder written shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podiums and stilts shall be retained by the Promoter and shall not be conveyed to the Society



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

- (ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

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

- (i) Within a period of 3 (three) months of obtaining the Occupation Certificate of the last real estate project in the layout of the Promoters Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society, and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body"); and
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

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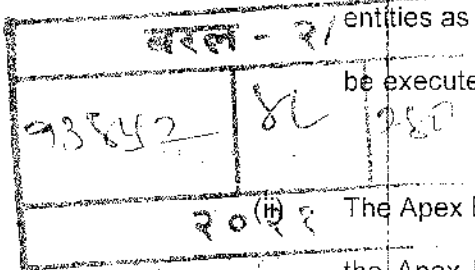
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16. **Transfer to the Apex Body:**

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register necessary transfer documents (in such a manner as may be decided by the Promoter) whereby the Promoter and the Confirming Party shall transfer such portions of land plate comprised in the Promoters Land on which residential development has been / is being undertaken and all the spaces, common areas, facilities and amenities in favour of the Apex Body ("Apex Body Transfer");



With respect to the portion of the land plate on which non-residential development has been undertaken in the Whole Project, the same shall be retained by the Promoter and / or transferred to the allottees of the non-residential component in such manner as the Promoter deems fit and proper. The relationship between the Apex Body, the Allottees of the non-residential component, and the Promoter and such persons / entities as the case may be shall be captured in inter-se agreements to be executed between them; and

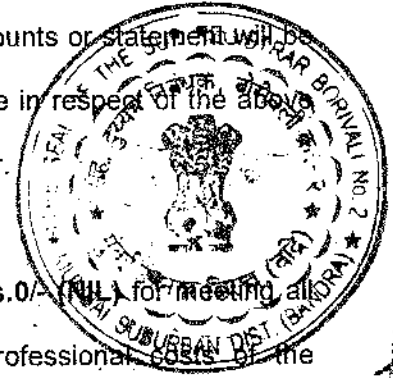


The Apex Body shall be required to join in execution and registration of the Apex Body Transfer. The costs, expenses, charges, levies and taxes on the Apex Body Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Transfer, the Apex Body shall be responsible for the operation and management and/or supervision of the Promoters Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

17. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 8 (i) above, deposit the following amounts with the Promoter: -

- (i) **Rs. 800/-** for share money, application entrance fee of the Society and Apex Body;
- (ii) **Rs. NIL/-** for formation and registration of the Society and Apex Body;
- (iii) **Rs. NIL/-** for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body;
- (iv) **Rs. 2,18,358/-** for deposit towards provisional contribution for 9 months towards outgoings of Society and Apex Body;
- (v) **Rs. NIL/-** for deposit towards water, electricity, and other utility and services connection charges; and
- (vi) **Rs. NIL/-** for deposits of electrical receiving and sub-station provided/to be provided in layout of the Promoters Land.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.



18. The Allottee shall pay to the Promoter a sum of **Rs. 0/- (NIL)** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and registering the Society Conveyance, Apex Body Transfer and other deeds, documents and writings.

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19. Certain facilities such as club house and swimming pool shall have usage charges in addition to the said membership fees, and the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon. The Allottee shall pay to the Promoter **Rs. 1,50,000/- (Rupees**

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One Lakh Fifty Thousand Only) towards club house membership.

20. The Allottee shall also pay to the Promoter a sum of **Rs. 0/- (NIL)** towards cost of development of the Real Estate Project and a sum of **Rs. 0/- (NIL)** towards costs incurred by the Promoter for providing infrastructure in the Real Estate Project in accordance with this Agreement. The payments made by the Allottee towards the cost of development and the cost of providing infrastructure in the Real Estate Project will be utilized by the Promoter in accordance with the RERA Act and the RERA Rules.



The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Promoters Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottees of

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flats/units/premises in the Real Estate Project and/or on the Promoters Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall

be payable by each of the allottees of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the

Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.

The allottee shall pay the Municipal Property Taxes in respect of the said Premises directly to the MCGM as and when the Property Tax Assessment Bill

are issued by the MCGM. Neither the Allottee nor any of the allottees of flats/units/premises in the Real Estate Project shall object to the Promoter

laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines,

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

the Promoters Land.

22. The Promoter may appoint a third party/agency for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit.

23. **Allottee Covenant:**

The Allottee himself/ themselves/ itself with the intention to bind all persons into whomsoever hands the said Premises may come, hereby covenant that:-

- a) He/she/they is/are aware that the said Building is deficient in open space and that the MCGM shall not be held liable for the same in future;
- b) The Allottee hereby agrees for and gives no objection for the neighborhood development with deficient open space in future;
- c) That the Allottee will not hold MCGM liable for failure of mechanical parking system/substandard sizes of rooms in future;
- d) That the Allottee will not hold MCGM liable for the proposed inadequate/substandard sizes of rooms in future;
- e) That the condition for there is inadequate maneuvering place/space of car parking's and no complaint to MCGM in this regard will be made in future; and



- f) That the toilet is existing above shop/ habitable room and no complaint regarding leakages in future shall be made to MCGM.

24. **Loan and Mortgage:**

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for

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creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement;

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



The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.

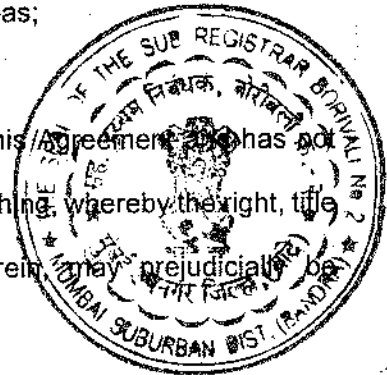
25. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law

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26. Representations and Warranties of the Promoter:		
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The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:-

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Promoters Land and also has actual, physical possession of the Promoters Land for the implementation of the Whole Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of Law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may be prejudicially affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the



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manner contemplated in this Agreement;

- (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Real Estate Project being the said Building with the common areas, facilities and amenities described in the **Fourteenth Schedule** hereunder written to the Society; and



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

27. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement,

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may come hereby covenants with the Promoter as follows: -

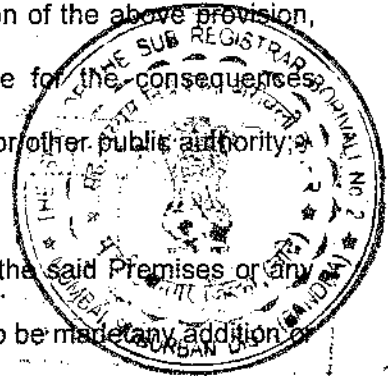
- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter;
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases,



common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;

- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;



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(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Promoters Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Promoters Land and/or the Real Estate Project in which the said Premises is situated;



(vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is

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(viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement;

(ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;

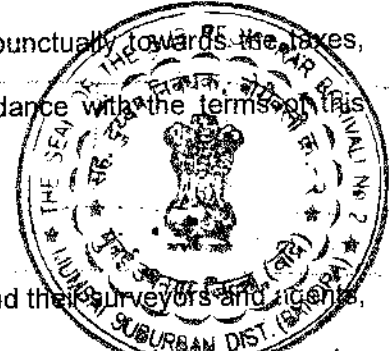
(x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said

Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter. For the grant of the permission, the Promoter shall be entitled to levy transfer fee at the rate of 5% (five percent) on the sale value;

(xi) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

(xii) The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

(xiii) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works;



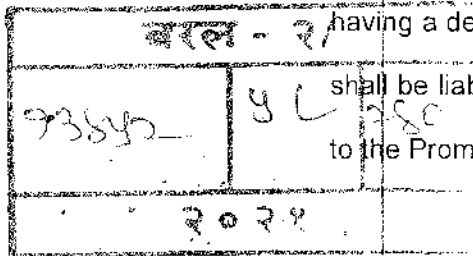
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(xiv) The Promoter and the Confirming Party and their surveyors and agents, with or without workmen and others shall always be entitled to the development of the Whole Project till its completion, at all reasonable times, to enter into and upon the Promoters Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof;



(xv) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill



having a design other than the standard approved design, the Allottee shall be liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter / the Society, as the case may be;

(xvi) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter / the Society, as the case may be;

(xvii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project;

(xviii) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing

facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand) to the Promoter / the Society, as the case may be, on each such occasion; and

- (xix) The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received. The water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and the Promoter shall not be held responsible for the same. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and / or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/his convenience.



28. The Allottee hereby represents and warrants to the Promoter as follows:

- (i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;

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- (ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and

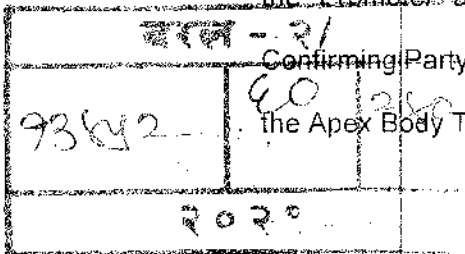
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- (iii) He/she/it/they is/are not sentenced to imprisonment for any offence not more than 6 (six) months.

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



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



31. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of SBI Trustee, Indiabulls Lender 1 and Indiabulls Lender 2.

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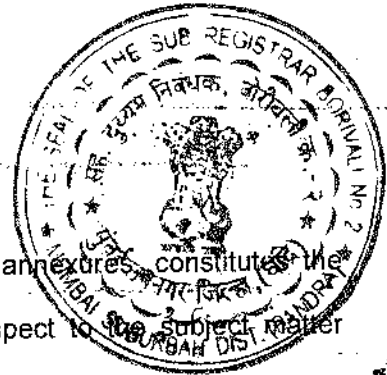
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32. **Nominee:**

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

33. **Entire Agreement:**

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



34. **Right to Amend:**

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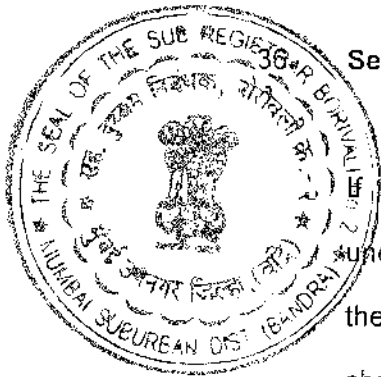
This Agreement may only be amended through written consent of the Parties.

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

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



**Severability:**

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

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remain valid and enforceable as applicable at the time of execution of this

37.2 **Method of calculation of proportionate share:**

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

38. **Further Assurances:**

The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or



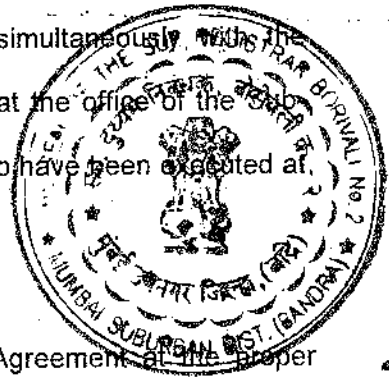
of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

39. **Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party 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.

40. **Place of Execution:**

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



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

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42. All notices to be served on the Allottee, the Confirming Party and the Promoter as contemplated by this Agreement shall be deemed to have been duly served

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if sent to the Allottee, the Confirming Party or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

**Mr. Suresh Kumar Sharma & Mr. Vikram Sharma & M/s. Odicee Carriers (P) Ltd.**

**B/502, New Shiv Darshan CHS, Holy Cross Road, Near Cafe Coffee Day, I C Colony, Borivali West, Mumbai, Maharashtra- 400103.**

**odiceecarriers@hotmail.com**

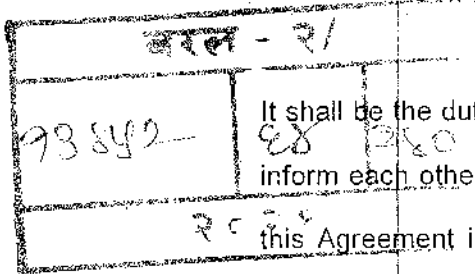
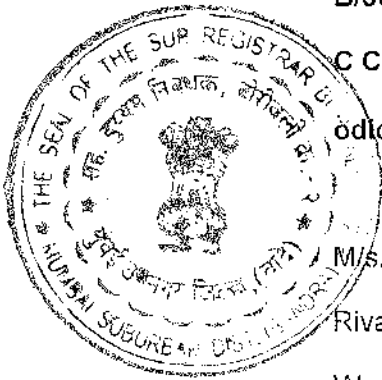
**M/s. CCI Projects Private Limited**

**Rivali Park, CCI Compound,**

**Western Express Highway, Borivali (East),**

**Mumbai 400 066**

**salessupport@rivalipark.com**



It shall be the duty of the Allottee, the Confirming Party and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter, the Confirming Party or the Allottee, as the case may be.

**43. Joint Allottees:**

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

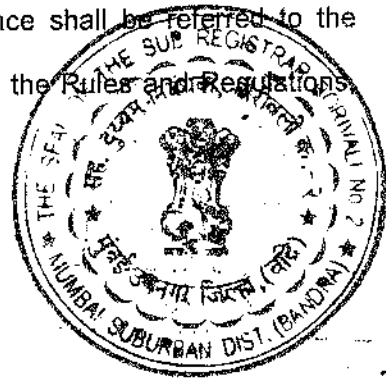
**44. Stamp Duty and Registration Charges:**

Since the Promoter has availed reduction in premium payable on the

construction and development of the said Flat in accordance with the Notification dated 14th January, 2021 issued by the Urban Development Department of the Government of Maharashtra, the stamp duty & registration charges on this Agreement shall be borne by the Promoter. The Allottee/s has been informed that the Promoter is required to disclose the name and details of the Allottee/s on the website of the Promoter. The Allottee/s has also been informed that the Promoter is required to submit the name and details of the Allottee/s to the Maharashtra Real Estate Regulatory Authority and the MCGM. The Allottee/s has duly understood the aforesaid and has granted irrevocable consent to the Promoter for the same.

**45. Dispute Resolution:**

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




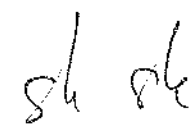
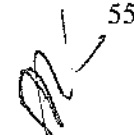


**46. Governing Law:**

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

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**47. Permanent Account Numbers:**

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

**Party**

CCI Projects Private Limited

Cable Corporation of India Limited

Mr. Suresh Kumar Sharma

Mr. Vikram Sharma

M/s. Odicee Carriers (P) Ltd.

**PAN**

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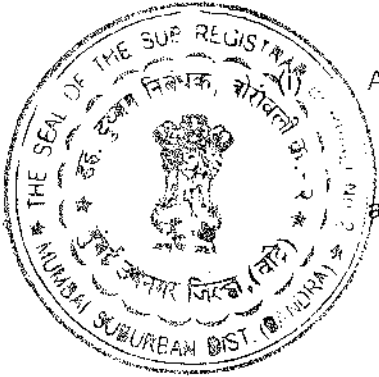
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**48. Construction of this Agreement:**



Any reference to any statute or statutory provision shall include :-

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

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

(ii) Any reference to the singular shall include the plural and vice-versa;

(iii) Any references to the masculine, the feminine and/or the neuter shall include each other;

(iv) The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of

this Agreement, and any reference to this Agreement shall include any schedules to it;

(v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

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

(vii) References to a person (or to a word importing a person) shall be construed so as to include:

a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

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



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

SIGNED AND DELIVERED )

by the withinnamed the Promoter )

CCI PROJECTS PRIVATE LIMITED )

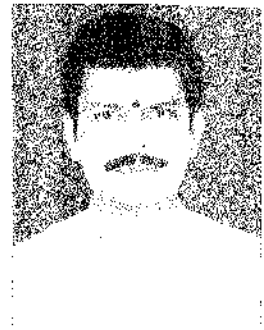
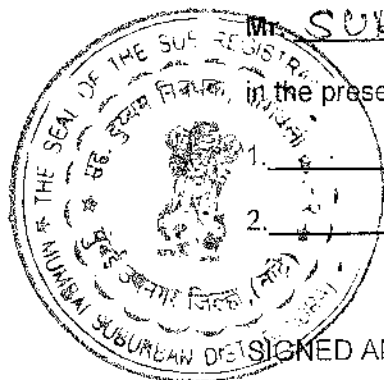
through its Authorised Signatory )

Mr. SURESH THAKARE )

in the presence of )

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SIGNED AND DELIVERED )

by the withinnamed the Confirming Party )

CABLE CORPORATION OF INDIA LTD )

through C.A. CCI Projects Private Limited )

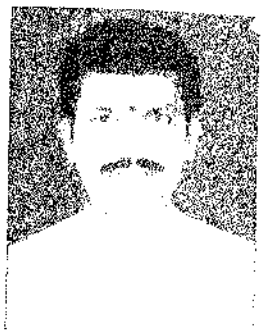
through its Authorised Signatory )

Mr. SURESH THAKARE )

in the presence of )

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SIGNED AND DELIVERED )

by the withinnamed the Allottee )

Mr. Suresh Kumar Sharma )

Mr. Vikram Sharma )

M/s. Odicee Carriers (P) Ltd. )

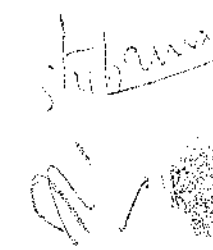
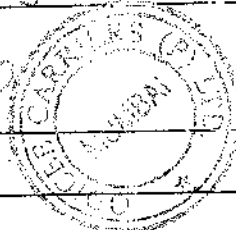
through its Director / Authorised Signatory )

Mr. Suresh Kumar Sharma )

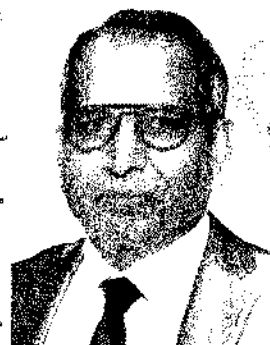
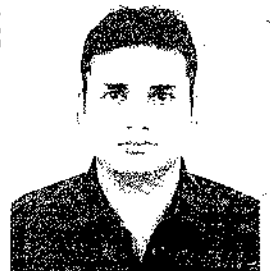
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## FIRST SCHEDULE

(Description of the Larger Land)

All those pieces or parcels of land bearing City Survey No. 165 of Village Magathane, admeasuring 1,13,930.78 squaremeters and City Survey No.163A/1 and 163A/2 of Village Magathane, admeasuring 4,469 squaremeters. aggregating to 1,18,400 square meters or thereabouts situate, lying and being near Western Express Highway, Village Magathane, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and Registration District and Sub-District of Bombay City in the State of Maharashtra and bounded as follows:

On or towards the North	By Property belonging to Permanent Magnet Factory/Blue Rose Industrial Estate;
On or towards the South	By Property belonging to Bhore Industries;
On or towards the West	By Property belonging to Food Corporation of India Ltd;
On or towards the East	By Western Express Highway

Handwritten signatures and initials: "N", "SL", "SL", "N", "N".



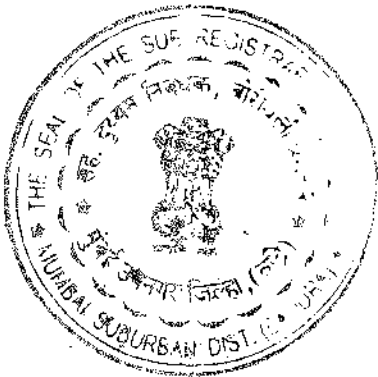
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SECOND SCHEDULE

(Description of the First Development Agreement Land)

All those pieces or parcels of land admeasuring 7,000 square meters or thereabouts situate at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Registration District and Sub-District of Bombay City in the State of Maharashtra forming part of the Larger Landmore particularly described in the First Schedule herein bearing City Survey Nos. 165, 163A/1 and 163A/2 and bounded as follows: -

On or towards the North by	:	Property belonging to Cable Corporation of India Ltd.
On or towards the South by	:	Property belonging to Cable Corporation of India Ltd.
On or towards the West by	:	Property belonging to Cable Corporation of India Ltd.
On or towards the East by	:	Western Express Highway



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(Right of Way of First Development Agreement)

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#### FOURTH SCHEDULE

##### (Description of the Second Development Agreement Land)

All those pieces or parcels of land admeasuring 27,900 square meters or thereabouts together with the building/ structures standing thereon admeasuring 12,425 square meters (133,750 square feet) or thereabouts situated at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Registration District and Sub-District of Bombay City in the State of Maharashtra forming part of the Larger Landmore particularly described in the First Schedule herein bearing City Survey Nos. 165, 163A/1 and 163A/2 and bounded as follows:-

On or towards the North by	:	Property belonging to Cable Corporation of India Ltd
On or towards the South by	:	Property belonging to Cable Corporation of India Ltd.
On or towards the West by	:	Property belonging to Cable Corporation of India Ltd.
On or towards the East by	:	Western Express Highway



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**FIFTH SCHEDULE**

**(Right of Way of Second Development Agreement)**

Right of way over 12.20 mtr. wide and 18.3 mtr wide private access/ internal road or thereabouts from the Western Express highway and to the plot amenities area on the south side of the Larger Land

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## SIXTH SCHEDULE

(said PMA Land)

**Firstly:** All those pieces or parcels of land admeasuring 52,418 square meters or thereabouts together with buildings and structures thereon situate at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Registration District and Sub-District of Bombay City in the State of Maharashtra forming part of the Larger Land more particularly described in the First Schedule herein bearing City Survey Nos.165, 163A/1 and 163A/2 bounded as follows.

On or towards the North by

:Property belonging to Cable Corporation of India and being developed by Kanakia Spaces Private Limited

On or towards the South by

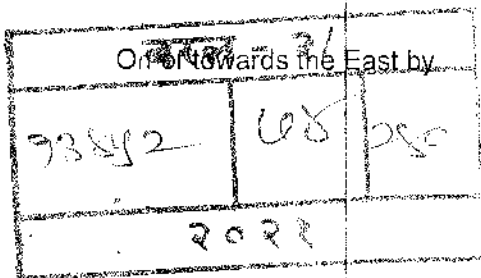
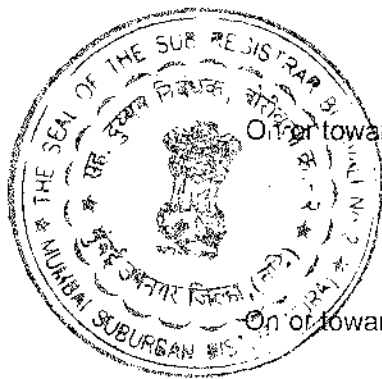
:Property belonging to Cable Corporation of India and being developed by Kanakia Spaces Private Limited

On or towards the West by

:Property belonging to Food Corporation of India Ltd.

On or towards the East by

:Property belonging to Cable Corporation of India Ltd and being developed by CCI Projects Pvt. Ltd.



**Secondly:** All those pieces or parcels of land admeasuring 3436 square meters or thereabouts together with building and structure thereon admeasuring area 2829.30 square meters situate at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Registration District and Sub-District of Bombay City in the State of Maharashtra forming part of the Larger Land more particularly described in the First Schedule herein bearing City Survey Nos.165, 163A/1 and 163A/2.

*[Handwritten signatures and marks]*

**SEVENTH SCHEDULE**

**(18,699.33 sq. mtr. Land sold to Damani Group from DA Land)**

ALL THAT piece or parcel of the Non Agricultural Commercial land situate at Western Express Highway Borivali (East) Mumbai 400 066 within the limits of Greater Mumbai in the revenue village of Magathane taluka Borivali in the district and registration sub district of Mumbai City and Mumbai Suburban bearing C.T.S.No.165(p) admeasuring 18,699.33 squaremetres and bounded as follows that is to say

- On or towards North : by 12.20 metres wide internal layout road forming a portion of the land bearing C.T.S.No.165(p) and beyond that by the Western Edge-I Building
- On or towards South : by Wintergreen Building and open area
- On or towards East : by Western Express Highway
- On or towards West : By land described in the Eighth Schedule hereunder written and Wintergreen and Whitespring Buildings

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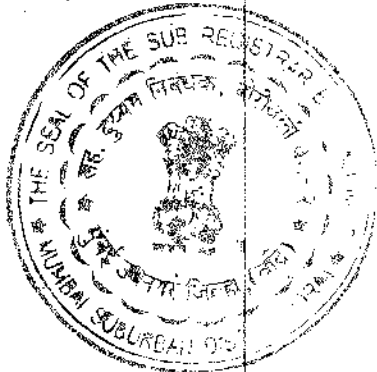
**EIGHTH SCHEDULE**

**(14,228.89 sq. mtr. Land sold to Damani Group from PMA Land)**

ALL THAT piece or parcel of the Non Agricultural Commercial land situate at Western Express Highway Borivali(East) Mumbai 400 066 within the limits of Greater Mumbai in the revenue village of Magathane taluka Borivali in the district and registration sub district of Mumbai City and Mumbai Suburban bearing C.T.S No.165(p) admeasuring 14,228.89 squaremetres and bounded as follows that is to say

- On or towards North : by 12.20 metres wide internal layout road forming a portion of the land bearing C.T.S.No.165(p) and beyond that by the Western Edge-I and Western Edge- I Buildings
- On or towards South : by Wintergreen and Whitespring Buildings and open area
- On or towards East : by land described in the Seventh Schedule hereinabove and beyond that Western Express Highway
- On or towards West : by Amenity Open Space forming a portion of the land bearing C.T.S.No.165(p)

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**NINETH SCHEDULE**

**(Damani Group Land)**

ALL THAT piece or parcel of the Non Agricultural Commercial land situate at Western Express Highway Borivali (East) Mumbai 400 066 within the limits of Greater Mumbai in the revenue village of Magathane taluka Borivali in the district and registration sub district of Mumbai City and Mumbai Suburban bearing CTS 165(p) admeasuring 32,928.22 square metres and bounded as follows that is to say

- On or towards North : by 12.20 metres wide internal layout road forming a portion of the land bearing C.T.S. No.165(p) and beyond that by the Western Edge-I and Western Edge II Buildings
- On or towards South : by Wintergreen and Whitespring Buildings and open area
- On or towards East : by Western Express Highway
- On or towards West : by Amenity Open Space forming a portion of the land bearing C.T.S.No.165(p) and Wintergreen and Whitespring Buildings



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TENTH SCHEDULE

(6,375.91 sq. mtr. Right of way to Damani Group)

The strip of land admeasuring 426.78 metres/ 63.89 metres in length and 12.20 metres/18.30 metres in width in aggregate admeasuring 6,375.91 squaremetres which is a private internal road connecting to the Western Express Highway on the one side and Dattapada Road on the other and forming a part the Larger Land.

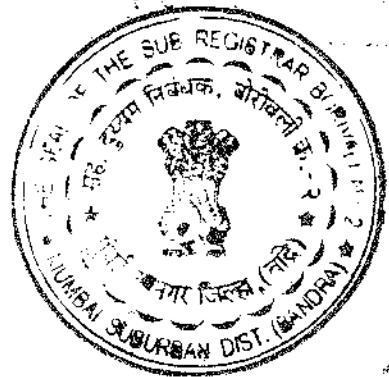


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(Whole Project Included Amenities)

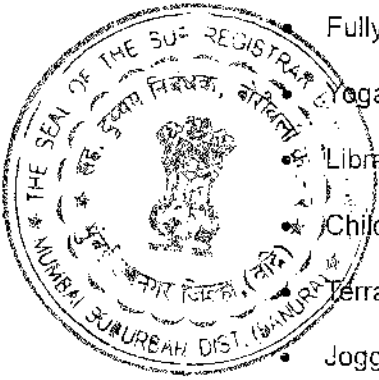


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## TWELVETH SCHEDULE

(Whole Project Excluded Amenities)

- Swimming Pool
- Tennis Court/s
- Multi-purpose Court
- Squash Court
- Indoor Games Room
- Steam / Jacuzzi
- Fully-equipped, state-of-the-art gymnasium
- Yoga room
- Library
- Children's play area
- Terrace Gardens
- Jogging Track
- Multi-Purpose Party Room & Lawns
- Mini Theatre
- Landscaped Garden



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### THIRTEENTH SCHEDULE

(Description of the said Land)

All those pieces or parcels of land admeasuring 7953.86 squaremeters or thereabouts together with the building thereon situate at Village Magathane, Dattapada Road, Borivali (East), Bombay Suburban District and Registration District and Sub-District of Bombay City in the State of Maharashtra forming part of the said Properties more particularly described in the Second and Third Schedule hereinabove written

On or towards the North by	:	Damani Group Land
On or towards the South by	:	Whitespring Building & Work shop Building
On or towards the West by	:	Open Land on C.T.S No.165
On or towards the East by	:	Damani Group Land

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#### FOURTEENTH SCHEDULE

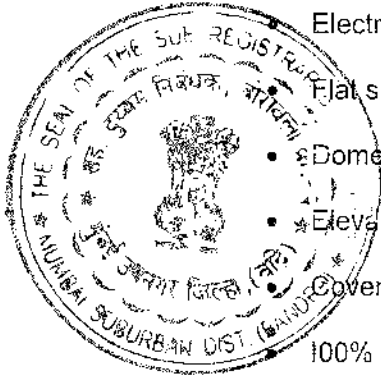
#### (Real Estate Project Amenities)

- Individual courtyards in each cluster with seating nooks and walking paths facilitate social interaction between community members.
- A grand entrance lobby.
- Well-designed lift lobbies at each level.

Electronic security system.

Flat slab structure.

- Domestic help rest-room at every mid-level landing.
- Elevators with emergency intercom facility.
- Covered / Mechanical CarParking Space.
- 100% Generator power back-up for common areas.
- Anti-termite treatment.



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## FIFTEENTH SCHEDULE

### Part A

#### (Description of the said Premises)

Residential Town House No.1F/2F admeasuring 138.17 square meters of carpet area (equivalent to 1487.26 square feet carpet area) (plus 22.84 square meters carpet area of Balcony/Terrace) on the 1st & 2nd Floor of Wing "F" of the residential towers named as "Wintergreen" in the said Project to be constructed on the said Land more particularly described in the Thirteenth Schedule hereinabove written

### Part B

(Instalments of consideration payable by the Allottee)

The Allottee shall pay The Total Consideration of Rs.4,06,49,630/- (Rupees Four Crore Six Lakh(s) Forty Nine Thousand Six Hundred Thirty Only) including proportionate consideration for Limited Common Areas and the said Project Common Areas and facilities, if any, payable as under:

#### Wing "F"

[Payment schedule as per actual]

Particular	Due
On Application	3%
Before Execution of Agreement for Sale	7%
Within 30 days from the date of execution of Agreement for Sale	90%
	100%

### Part C

#### Specification of Premises

#### (Excluded from the Premises)

i Living Room and Bedrooms

- Vitrified or similar flooring in living and dining, bedrooms
- Wooden finish flooring in master bedroom.
- Telephone, internet & cable TV connection in living and all bedrooms.



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- Polished flush doors in all rooms.
- Cornice in living & dining areas.
- Anti-skid tile/rubberized wood on Sun-decks.

#### ii Kitchen

- Anti-skid flooring.
- Granite platform with modern stainless steel sink.
- Service platform.
- Flush door.
- Dado of Ceramic tiles.
- Exhaust fan.
- Hot water geyser.



#### iii Bathroom

- Anti-skid tiles
- 7" dado of ceramic/vitrified tiles.
- Fittings & Fixtures-Jaguar or equivalent.
- Hot & cold mixer in all bathrooms/basins.
- Premium sanitary ware-Hindware/ Parryware /Similar.
- Storage geyser in all bathrooms.
- Exhaust fan.

#### iv Other Apartment features

- Plaster of Paris / Gypsum finish with emulsion paint on walls and ceiling.
- Floor to floor Finished height at 10'6"
- Miniature circuit breakers & ELCBs

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(Included in the Premises)

- Main door
- Video door Phone at the entrance.
- Anodized aluminum windows.
- Piped Gas connection with Gas leakage detector, (s bject to approval from MGL)

### RECEIPT

RECEIVED of and from the within named Allottee/s sum of **Rs. 41,00,000/-** (**Rupees Forty One Lakh(s) Only**) being advance payment paid in respect of **Town House No. 1F/2F**, admeasuring **138.17** square meters of carpet area (equivalent to **1487.26** square feet carpet area) (plus **22.84** square meters carpet area of Balcony/ Terrace) on the **1st & 2nd Floor** of Wing "F" of the residential Building named "Wintergreen", situate at Village Magathane, Dattapada Road, Borivali (East), Mumbai 400 066, in the Mumbai Suburban Registration District and Sub-District of Mumbai City in the State of Maharashtra, as within mentioned vide the following cheque:


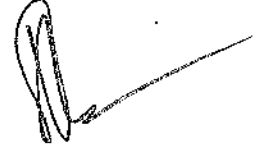
Sr. No.	Bank Name	Branch	Date	Cheque No.	Cheque Amount
1	HDFC Bank	Borivali	03-08-2021	000386	11,00,000
2	NET BANKING		29-10-2021		15,00,000
3	NET BANKING		15-11-2021		15,00,000
Total					41,00,000

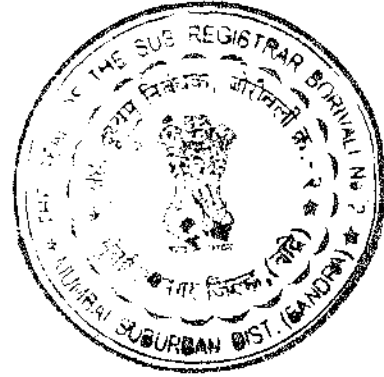
WE SAY RECEIVED

For **CCI PROJECTS PRIVATE LIMITED**

Director/Authorised Signatory

Witnesses:

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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**APPENDIX XXII**

**PART OCCUPANCY CERTIFICATE**

[CHE/A-3016/BP(WS)/AR/OCC/4/New of 07 April 2021]

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

Dear Applicant/Owners,

The Part 3 development work of Residential building comprising of (Wing 4/2) i.e Winter Green, having six wings i.e. A, B, C, D, E & F. wing 'A' & 'D' is comprising of 2 level basement + stilt for parking + 1st (part) podium + 1st to 42nd upper floors and Wing 'B' & 'E' is comprising of 2 level basement + stilt floor for parking & 1st (part) podium + 1st to 7th upper floors and Wing 'C' & 'F' is comprising of 2 level basement + stilt floor for parking & 1st (part) podium + 1st to 11th upper floors on plot bearing C.S.No./CTS No. 163-A & 165 of Village MAGATHANE R/C at Datta Pada Flyover. is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, Licensed Surveyor, Lic. No. **J/167/LS**, Shri. **NIKHIL SURESH SHANGHVI**, RCC Consultant, Lic. No. **STR/S/193** and Shri. **Amol S. Utekar**, Site supervisor, Lic.No. **U/28/SS-III** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **CHE/A-3016/BP(WS)/AR-CFO/1/NEW** dated **19 January 2021**.

It can be occupied with the following condition/s

Compliances of all balance conditions shall be submitted before requesting full OCC/BCC.

**Copy To :**

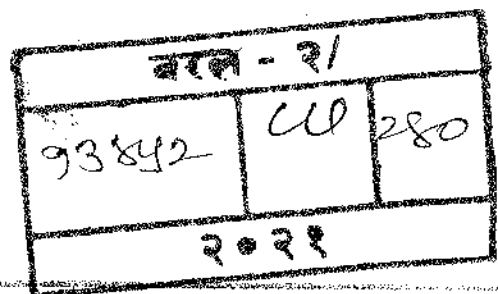
1. Asstt. Commissioner, R/C Ward
2. A.A. & C. , R/C Ward
3. Et (V), Western Suburb II
4. M.I. , R/C Ward
5. A.E.W.W. , R/C Ward
6. Licensed Surveyor, **SHASHIKANT LAXMAN JADHAV**, B-106, NATRAJ BLDG., MULUND (W)

For information please

Name: **VINOD KONDARAM KEKAN**  
Designation : Executive Engineer  
Organization : MUNICIPAL CORPORATION OF GREATER MUMBAI  
Date : 07-Apr-2021-16: 33:10



Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
Borivali





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Annexure - 'A'

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

120, Poojyashree Mansion, 43, Veer Nariman Road, Mumbai - 400 001, India. Tel : (91 22) 6623 0000, 6633 2288, 2204 2288, 4971 9355, 4971 9255

Fax : (91 22) 6633 9856 • Email : mail@kangacompany.com, www.kangacompany.com

Partners : M. L. Bhakta • A. M. Desai • K. M. Vussonji • B. D. Damodar • S. S. Vaidya • A. R. Amin • Ms. P. G. Mehta • R. V. Gandhi • C. S. Thakkar  
R. P. Bhatt • P. S. Damodar • B. S. Vaidya • Ms. S. V. Sampat • K. S. Vaidya

Associate Partners : Ms. K. T. Latha • Ms. S. B. Pathak • M. A. Kamdar

SV/1877/2020

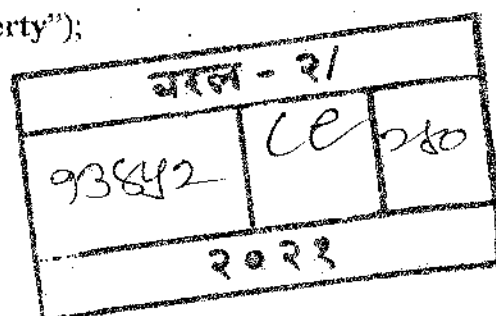
**REPORT ON TITLE**

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

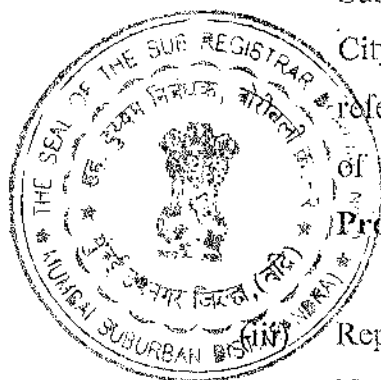
**TO WHOMSOEVER IT MAY CONCERN**

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

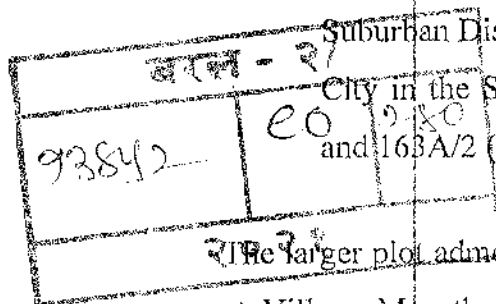
- (i) Report on Title dated 29<sup>th</sup> August, 2019 bearing Reference No. SV/5021/2019 in respect of all that piece and parcel of land admeasuring 52,418 square metres or thereabouts together with the buildings or structures standing thereon, located on the West Side of the larger plot admeasuring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



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



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



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

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

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

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

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

A. **AMENDED LAYOUT:**

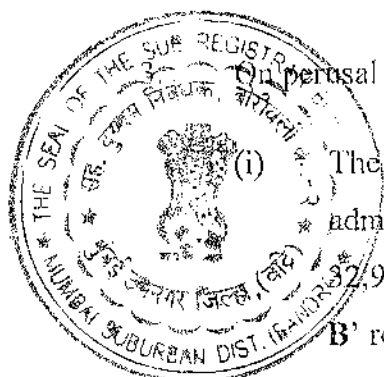
- I. By and under an Undertaking dated 1<sup>st</sup> April, 2019 (hereinafter referred to as the "**MMRDA Undertaking**") executed by the Company in favour of Mumbai Metropolitan Region Development Authority ("**MMRDA**"), the Company agreed to:

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

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

2. By and under its letter dated 18<sup>th</sup> February, 2020 ("Approved Layout") issued by the Deputy Chief Engineer (BP) WS-11, Municipal Corporation of Greater Mumbai ("MCGM"), approval to the amended layout/sub-division/amalgamation of the said Plot admeasuring 1,51,327.90 square metres or thereabouts comprising of *inter-alia* the said Larger Property, was accorded on the terms and conditions mentioned therein.

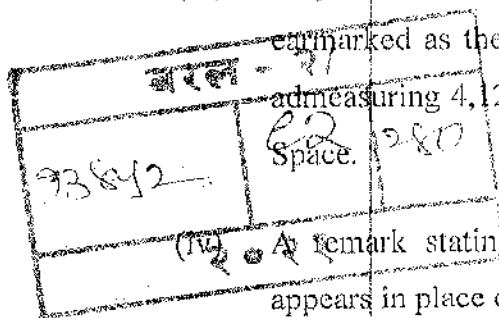


On perusal of the Approved Layout, we observe as follows :

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

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

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



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

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

5. In view of the above, the Larger Property comprising of the First Property, the Second Property and the Third Property now admeasures 90,754.05 sq. meters and is now divided as follows :

- (i) a portion admeasuring 57,825.78 forming part of the said Plot - A, and
- (ii) the balance portion admeasuring 32,928.27 square meters constituting the said Plot - B.

**B. TITLE :**

1. As mentioned in the said Reports on Title, CCI Projects is entitled to the Development Rights in respect of the Second Property and vide Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March, 2009 read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017, CCI Projects were appointed as Chief Project Manager and Coordinator to co-ordinate and manage the project and development of the First Property and the Third Property. Thereafter, by and under the Fourth Addendum Agreement dated 2<sup>nd</sup> March, 2020 executed between the Company, therein referred to as 'the Owner' of the One Part and CCI Projects, therein also referred to as 'CCI Projects' of the Other Part, the Parties therein have *inter alia* recorded that the Company has received its share of revenue receivable under the aforesaid Agreement for Project Management and Co-ordination dated 26<sup>th</sup> March, 2009 read with three Addendum Agreements dated 16<sup>th</sup> March, 2011, 15<sup>th</sup> January, 2013 and 10<sup>th</sup> May, 2017, and therefore, apart from the retention of formal ownership title in respect of the First and Third Property, the Company shall have no right, title, benefits and privileges including the economic interests in the said First and Third Property and CCI Projects will be entitled to all the rights, interest, benefits and privileges in the said First Property and Third Property.

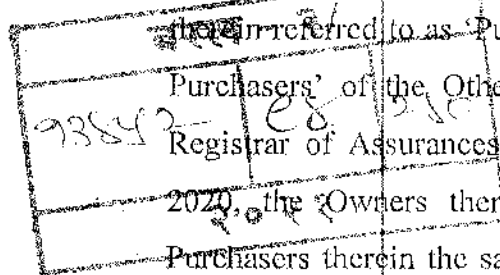
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2. By and under an Indenture of Conveyance dated 9<sup>th</sup> March, 2020 executed between the Company, therein referred to as "the Vendor" of the One Part and CCI Projects, therein referred to as "the Purchaser" of the Other Part and registered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



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

By and under an Indenture of Conveyance dated 19<sup>th</sup> March, 2020 executed between the Company, therein referred to as 'Owner 1' and CCI Projects, therein referred to as 'Owner 2' and therein collectively referred to as 'the Owners' of the One Part and (i) Radhakishan Shivkishan Damani, therein referred to as 'Purchaser 1' (ii) Derive Trading & Resorts Private Limited, therein referred to as 'Purchaser 2' and (iii) Avenue Supermarts Limited, therein referred to as 'Purchaser 3' and therein collectively referred to as 'the Purchasers' of the Other Part, and registered with the Office of the Sub-Registrar of Assurances at Borivali No. 4 under Serial No. BLR4-3623 of 2020, the Owners therein granted sold conveyed and assured unto the Purchasers therein the said Plot – B (i.e. land admeasuring 14,228.89 square



meters was sold by the Company and land admeasuring 18,699.33 square meters was sold by the CCI Project, collectively admeasuring 32,928.27 square meters) subject to the handing over of the portion surrendered to MMRDA together with the benefit of such surrender and together with the entitlement of the portion for temporary use to MMRDA, for the consideration and in the manner therein contained.

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



structures standing thereon forming part of the said Plot – A (hereinafter referred to as “the said Property”) and more particularly described in the **Third Schedule** hereunder. The plan of the said Property is marked in red colour boundary line and annexed hereto as **Annexure III.**

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

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

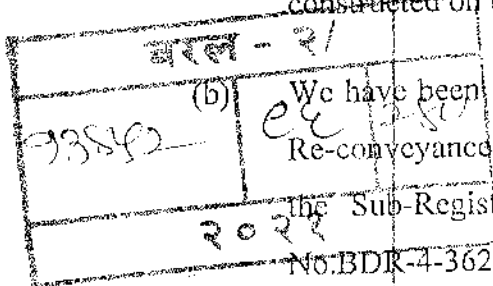
10. We have been informed that the buildings "Whitespring", "Wintergreen" and "The Arcade" mentioned in paragraph nos. B.7, B.8 and B.9 hereinabove, form part of the Project named "Rivali Park".

### C. MORTGAGES:



As mentioned in the said Reports on Title, the Company and CCI Projects had, under Deed of Mortgage dated 30<sup>th</sup> November, 2017 registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BRL-6713418 of 2017 created a charge, in favour of Indiabulls Housing Finance Limited (hereinafter referred to as "IHFL"), on the properties more particularly described therein. Pursuant thereto :

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



- (b) We have been informed by the Company that by and under a Deed of Re-conveyance dated 19<sup>th</sup> March, 2020 and registered with the office of the Sub-Registrar of Assurances at Borivali No. 6 under Serial No. BDR-4-3622-of 2020, IHFL duly released and reconveyed its mortgage and charge over the said portion of land admeasuring 32,987.27 square meters, being the said Plot-B in favour of the Company and CCI Projects. We have however not been provided with a copy of the Deed of Re-conveyance and have solely relied upon the information provided by the Company.

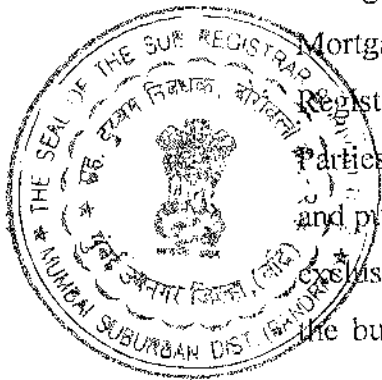
2. By and under a Debenture Trust Deed dated 31<sup>st</sup> January, 2020 made between SBICAP Trustee Company Limited, therein referred to as 'the Debenture Trustee', CCI Projects, therein referred to as 'the Company', the Company,

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

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

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



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

**E. DECLARATION :**

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

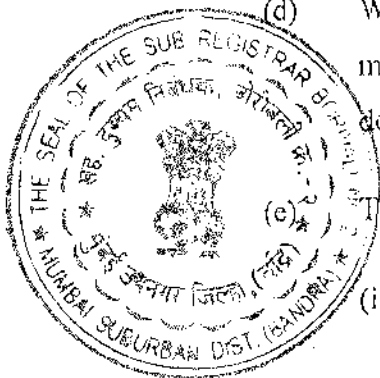
**F. DISCLAIMER :**

It may be noted that:

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

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- (b) We have not inspected originals of any of the documents of title or other papers referred herein;
- (c) The aspects of zoning, permitted user, reservation/set-back (if any), development potential/ Floor Space Index and developability of the said Property fall within the scope of an architect review and we express no views about the same; and
- (d) We have solely relied upon the documents/papers perused by us as mentioned hereinabove and on the statements, representations and declarations made by the Company and CCI Projects.



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

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G. २ CONCLUSION :	

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