

VALUATION

C.T.S. NO. : 1/913 & OTHERS

DIVISION/VILLAGE : LOWER PAREL

ZONE : 12/89A

RESL RATE : 3,10,900/-

PREMISES AREA : 115.04 + 2 PARKING


 $138.05 \times 3,10,900 \times 1.20 \times 1.05 = 5,40,78,878/-$
 $13.94 \times 2 \times 3,10,900 \times 1.20 \times 25\% \times 1.05 = 27,30,386/-$ (13.94 X 2 PARKING)

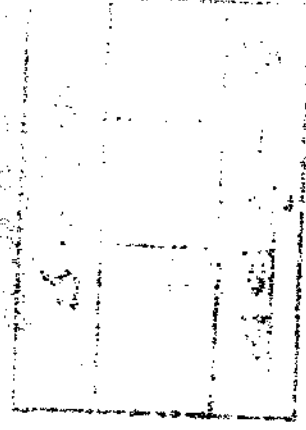
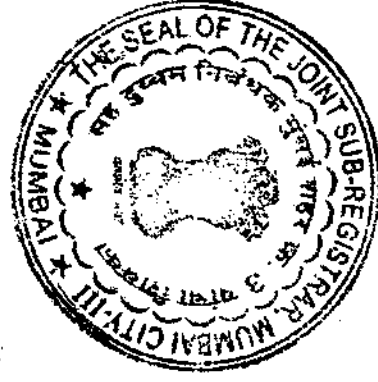
MARKET VALUE : 5,68,10,000/-

CONSIDERATION : 6,00,00,000/-

STAMP DUTY : 30,00,000/-

REG. FEE : 30,000/-

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Tuesday, November 07, 2017

नोंदणी क्र.: 39म

5:42 PM

Regn.: 39M

(2)

पावती क्र.: 8658 दिनांक: 07/11/2017

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबई3 -7680-2017

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: दिनेशकुमार जे जैन --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 6360.00

पृष्ठांची संख्या: 318

DELIVERED

एकूण:

रु. 36360.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
5:09 PM ह्या वेळेस मिळेल.सह दुय्यम निबंधक, मुंबई-3
मुंबई-शहर-क्र.-३-

बाजार मूल्य: रु.56810000/-

मोबदला रु.60000000/-

भरलेले मुद्रांक शुल्क : रु. 3000000/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH00588176201718E दिनांक: 29/09/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 6360/-

Lindh.



CHALLAN
MTR Form Number-6

③

GRN	MH005887176201718E	BARCODE			Date	29/09/2017-17:47:55		Form ID	25.2	
Department Inspector General Of Registration					Payer Details					
Stamp Duty					TAX ID (If Any)					
Type of Payment Registration Fee					PAN No.(If Applicable)		AACPJ3984J			
Office Name BOM2_JT SUB REGISTRA MUMBAI CITY 2					Full Name		MR DINESHKUMAR J JAIN			
Location MUMBAI					Flat/Block No.		FLAT NO.4802, 48TH FLOOR,TOWER A, OMKAR			
Year 2017-2018 One Time					Premises/Building		1973 WORLI,			
Account Head Details				Amount In Rs.						
0030045501 Stamp Duty				3000000.00		Road/Street		AREA 115.04 SQ.MTRS.CARPET		
0030063301 Registration Fee				30000.00		Area/Locality		CTS NO.2/914 AND OTHERS,LOWER PARE		
						Town/City/District		L DIV.,PANDURANG BUDHKAR MARG,WORLI,MU		
						PIN		4 0 0 0 3 0		
						Remarks (If Any)				
						PAN2=AAACO7919F~SecondPartyName=OMKAR REALTORS AND				
						DEVELOPERS PVT LTD-				
Total				30,30,000.00		Amount In Words		Thirty Lakh Thirty Thousand Rupees Only		
Payment Details BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK					
Cheque-DD Details					Bank CIN		Ref. No.		02300042017092941914 488953204	
Cheque/DD No.					Bank Date		RBI Date		29/09/2017-17:49:08 Not Verified with RBI	
Name of Bank					Bank-Branch		BANK OF MAHARASHTRA			
Name of Branch					Scroll No. , Date		Not Verified with Scroll			

Mobile No.: Not Available

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सादर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



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Print Date 29-09-2017 05:49:17

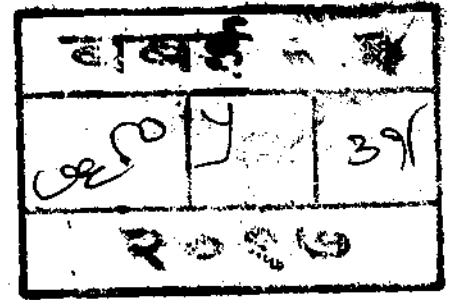


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THIS AGREEMENT FOR SALE OF FLAT IS MADE AND ENTERED INTO AT
MUMBAI ON THIS 7th DAY OF NOV. IN THE YEAR TWO THOUSAND
SEVENTEEN;

Between

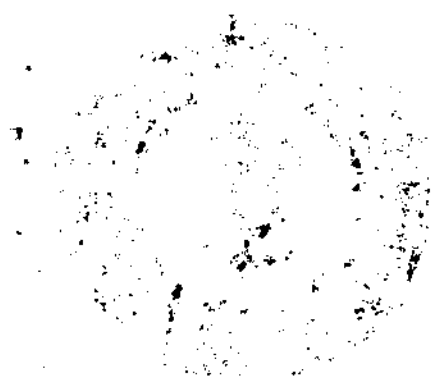


This Agreement For Sale Of Flat is made and entered into at
Mumbai on this 7th day of Nov. in the year Two Thousand
Seventeen;

Between

Omkar Realtors & Developers Private Limited, a Company
incorporated under the provisions of Companies Act, 1956 and governed
under the Companies Act, 2013, and having its registered office at Omkar
House, Opp. Sion Chunabhatti Signal, Off Eastern Express Highway, Sion
(East), Mumbai – 400 022 (hereinafter referred to as “the Promoter”)
(which expression shall unless it be repugnant to the context or meaning
thereof be deemed to mean and include its successors and assigns) of the
One Part;

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And

Mr. Dineshkumar J. Jain, an adult Indian Inhabitant, residing at 1904/1905 Autumn Hay, Neptune Living Point, LBS Marg, Bhandup (W) Mumbai - 400078, hereinafter referred to as "the Allottee/s / Purchaser/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 or individuals his/her/their respective heirs, executors, administrators and permitted assigns and in case of a body corporate its successors, and permitted assigns and in case of a partnership firm the partners from time to time of the said firm, the heirs, executors, administrators of the last surviving partner and in case of a Hindu Undivided Family, the Karta and the members for the time being and from time to time the Coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and the heir or his permitted assign and in case of trust, trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them and the heir or his permitted assign) of the **Second Part**.

AND

OMKAR CITY DEVELOPMENT PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and Rules made thereunder and having its registered office at Omkar House, Off Eastern Express Highway, Opposite Sion Chunnabhatti Signal, Sion (East), Mumbai - 400 022, India 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 and assigns) of the **THIRD PART**.

Whereas:-

- A. The Municipal Corporation of Greater Mumbai is the Owner of the property bearing C.S. no. 286(pt.), 793(pt.), 913, 1629(pt.) which is now numbered as C.S. no. 7D/1629, 6/1629 which is now renumbered as C.S.No.6A/1629 and 6B/1629 of Lower Parel Division. The land bearing C.S. no. 1629(pt.) and 6/1629(pt) are the slum and land bearing C.S. no. 286(pt.) and 793(pt.) of Lower Parel Division are declared slum. The said property is more particularly described in the First Schedule hereunder written;



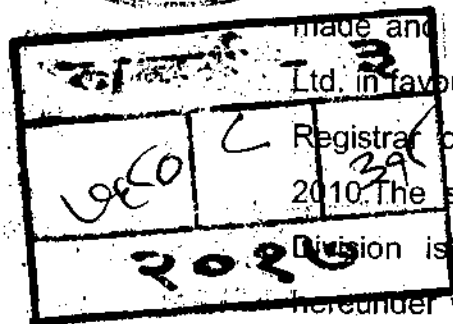
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B. The property bearing C.S.No.1/914 and 3/914 of Lower Parel Division has been declared as Slum Rehabilitation Area under section 3(c) of the Maharashtra Slum Areas (Improvement, Clearance & Regulation) Act, 1971 (hereinafter referred to as "the Slum Act") by the Slum Rehabilitation Authority in exercise of its power under the Slum Act vide Notification dated 2nd November, 2010 bearing number SRA/CTSO/Desk-1/T-S1/3C/Mahalaxmi/2010/2829. The property bearing C.S.No.1/914 of Lower Parel Division admeasuring 41.81 square meters stands in the name of Shri Kashinath Devji Dhru in the PR Card issued by the Collector and the land bearing CS no. 3/914 of Lower Parel Division of Mumbai admeasuring 174.75 square meters stands in the name of (i) Trimbak Gajanan Gadre (ii) Ochhavlal Shankarlal Kantawala (iii) Nariman Dusabhai Shahukar (iv) Manik Gajanan Dandekar and (v) Keshav Gajanan Birmole (all the Trustees of Maruti Mandir). The whereabouts of all the Trustees are not known. The State Government has acquired property bearing C.No.Nos.1/914 and 3/914 under section 14 of the Slum Act and issued Gazette Notification dated 16th September, 2014 to that effect. The property bearing C.S.Nos.1/914 and 3/914 vests in the State Government. The said property bearing C.S.No.1/914 and 3/914 is more particularly described in the Second Schedule hereunder written and hereinafter referred to as "the Government's property".



The land bearing C.S. no. 2/914 of Lower Parel Division admeasuring 2396.80 square meters which belonged to M/s. Vighnaharta Properties Pvt. Ltd. has been acquired by the Promoter by Indenture of Conveyance dated 2nd day of July, 2010 made and executed by the said M/s. Vighnaharta Properties Pvt. Ltd. in favour of the Promoter and which is registered with the Sub-Registrar of Assurances Mumbai under Sr. no. BBE-3/6692 of 2010. The said property bearing C.S. no. 2/914 of Lower Parel Division is more particularly described in the Third Schedule hereunder written and hereinafter referred to as "the Promoter's first property".



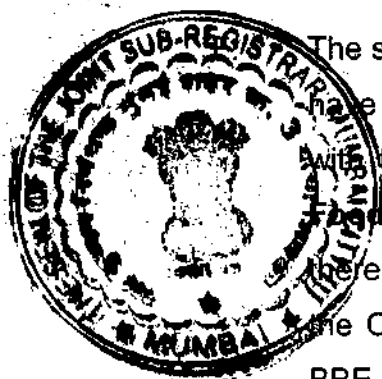
D. The Municipal Corporation of Greater Mumbai is the Owner of the property bearing C.S. no. 7E/1629 of Lower Parel Division admeasuring about 1081.12 square meters. The Municipal Corporation of Greater Mumbai has granted lease of the said

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property by Indenture of Lease dated 27th day of December, 2001 to the Industry House Premises Co-op. Society Limited for the period of 999 years commencing from 1st day of September, 1950 for lease rent and on the terms and conditions set-out therein. The said Indenture of Lease is registered with the Sub-Registrar of Assurances at Mumbai under Sr. no. BBE-9052 of 2001. By Deed of Assignment dated 6th day of May, 2007 made and executed by and between M/s. Industry House Premises Co-op. Society Limited therein referred to as the Assignor, the Crest Animation Studio formally known as "**Crest Communication Limited**" and its 9 (nine) nominees therein referred to as members and the Promoter herein and therein referred to as the Assignee, the said Assignor and the said members assigned their right, title and interest in the said leasehold property to the Promoter herein. The said Deed of Assignment is duly registered with the Sub-Registrar of Assurances Bombay under Sr. no. BBE-1/2143 of 2007. The said property bearing C.S. no. 7E/1629 of Lower Parel Division is more particularly described in the Fourth Schedule hereunder written and hereinafter referred to as "**the Promoter's second property**". Ms. Kala Vazirani had premises on the property which was demolished after filing consent terms in the High Court. As per the consent terms the Promoter is liable to provide a commercial premises of an area admeasuring 863 sq. ft. carpet area on the ground floor along with floor to floor height of 3.9 mts. and also a left admeasuring 287.66 sq. ft.;

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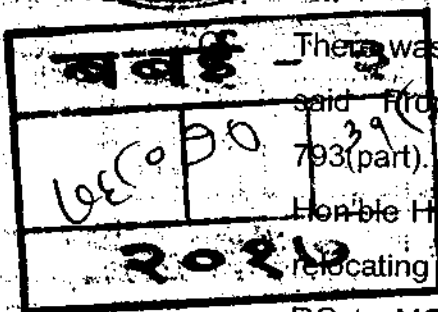
- E. The land bearing C.S. nos. 914, 4/914, 915, 1/913 and 1A/913 of Lower Parel Division are owned by (i) Kash Foods Pvt. Ltd. (ii) Nakul Arya and (iii) Varun Arya. The said property bearing C.S. nos. 914, 4/914, 915, 1/913, 1A/913 of Lower Parel Division owned by (i) Kash Foods Pvt. Ltd. (ii) Nakul Arya and (iii) Varun Arya is more particularly described in the Fifth Schedule hereunder written and hereinafter referred to as "**the Kash Food's &Ors. Property**";



The said (i) Kash Foods Pvt. Ltd. (ii) Nakul Arya and (iii) Varun Arya have executed a Development Agreement dated 10th April, 2013 with the Promoters for grant of development rights of "**the Kash Food's &Ors. Property**") on the terms and conditions set out therein. The said Development Agreement is duly registered with the Office of the Sub-Registrar of Assurance under serial number BBE-5/1775 of 2013 on 16th April, 2013. Prior to acquiring the land

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bearing C.S. no. 914 of Lower Parel Division by the Kash Foods Pvt. Ltd., the then Owner Mr. Vinod Behari Bhatia had executed an Indenture of Lease dated 18th day of January, 1978 demising the land admeasuring 1848 Square Meters bearing C.S. no.914(part) of Lower Parel Division to Jallo Subsidiary Industries Company (Ind.) Pvt. Ltd. for the period of 75 years commencing from 1st day of January, 1978 for rent and on the terms and conditions set-out in the said Indenture of Lease. The said Indenture of Lease is registered with the Sub-Registrar of Assurances under Sr. no. BOM-1271 of 1978. The said Jallo Subsidiary Industries Company (Ind.) Pvt. Ltd. is a wholly owned Subsidiary of the Promoters. Pursuant to the Resolution passed by the Board of Directors in the meeting held on 22nd February, 2013 the Jallo Subsidiary Industries Company (Ind.) Pvt. Ltd. has resolved for voluntary winding up of the Jallo Subsidiary Industries Company (Ind.) Pvt. Ltd. The Jallo Subsidiary Industries Company (Ind.) Pvt. Ltd. has intimated the Ministry of Corporate Affairs/Registrar of Companies by filing necessary forms for voluntary winding up. By its resolution dated 22nd February, 2013 the shareholders of the Jallo Subsidiary Industries Company (Ind.) Pvt. Ltd. has appointed Mr. Gaurav V. Gupta as Liquidator of the company. The Liquidator, Mr. Gaurav Gupta has entered into and executed an Indenture of Assignment dated 23rd May, 2013 whereby assigning the leasehold rights in favour of Promoters as the Shareholder of Jallo Subsidiary Industries Company (Ind.) Pvt. Ltd. The Indenture of Assignment is registered with the Office of the Sub-Registrar of Assurances at Mumbai under serial number BBE-5/2499 of 2013 on 24th May, 2013. The said leasehold property is more particularly described in Sixth Schedule hereunder written and is hereinafter called "Promoter's Third Property";



There was a reservation of recreation ground (RG) on part of the said Property/ Larger Land bearing C.S.Nos.286(part) and 793(part). The Promoter has filed an Undertaking before the Hon'ble High Court of Bombay in Writ Petition No.1152 of 2002 for relocating the RG within the layout. The Promoter shall handover RG to MCGM free of cost as per the conditions of the Letter of Intent issued by SRA. The proposed RG is to be relocated on C.S.No.7D/1629(pt), 6A/1629(pt) and 6B/1629(pt) of the Lower

Parel Division. The proposed RG is indicated on **Annexure "1"** in green colour wash;

H. The Promoter has prepared composite scheme for redevelopment of the properties which are more particularly described firstly, secondly in the First Schedule, Second Schedule, Third Schedule, Fourth Schedule, Fifth schedule and Sixth Schedule hereunder written. The property more particularly described in the First Schedule, the Second Schedule, the Third Schedule, Fourth Schedule, Fifth schedule and Sixth Schedule is indicated on **Annexure - "1"** in red color boundary line. The properties more particularly described in the First Schedule, Second Schedule, Third Schedule, Fourth Schedule, Fifth schedule and Sixth Schedule are hereinafter collectively referred to as **"the said Property"**;

I. The layout as proposed on the said Property mainly consists of three parts apart from buildable reservations and non-buildable reservations, open spaces if any to be provided as per contemporary statutory norms within the layout. The First Part of the said Property which is being redeveloped which at present consists of a Building comprising three residential towers (wings). The First Part of the said Property on which at present the residential building comprising of three Towers (wings) is being constructed shall hereinafter be referred to as **"the said Sale Plot"**, which is indicated on **Annexure 1** in red color boundary line with sky blue color wash. The said sale plot is more particularly described in the Seventh Schedule hereunder written. The said Sale Plot shall be connected by proposed access road to D.P. road more particularly described in the Eighth Schedule hereunder written (which is hereinafter called **"the said proposed access road"**). The Second Part of the said property is to rehabilitate the slum dwellers as shown on Annexure 1 with yellow color wash. The Third Part of the said property is earmarked for construction of **"Proposed Sale Building"** for any purpose whatsoever as the Promoter may deem fit and proper as shown on Annexure 1 with pink color wash; on the **Promoter's second property**" described in the Fourth schedule hereunder written;

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J. The development / redevelopment of the Sale Plot comprises of 3 (three) residential towers being Sale Tower "1", Sale Tower "2" and

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Sale Tower "3". At present the Plans for the Sale Towers 1, 2 and 3 as sanctioned by Slum Rehabilitation Authority (SRA) are as follows:-

- a) Sale Tower 1 comprising of 3 levels of basements + Ground + 3rd to 10th podium + 11th podium floor as Mechanical floor + 12th podium floor as Mechanical Mezzanine floor + 13th podium floor & 14th floor as Amenity floors + 15th fire check floor + 16th to 75th Upper floors;
- b) Sale Tower 2 comprising of 3 levels of basements + Ground + 3rd to 10th podium + 11th podium floor as Mechanical floor + 12th podium floor as Mechanical Mezzanine floor + 13th podium floor & 14th floor as Amenity floors + 15th fire check floor + 16th to 75th Upper floors;
- c) Tower 3 comprising of 3 levels of basement + Ground + 3rd to 10th podium + 11th podium floor as Mechanical floor + 12th podium floor as Mechanical Mezzanine floor + 13th podium floor & 14th floor as Amenity floors + 15th fire check floor + 16th to 70th Upper floors;

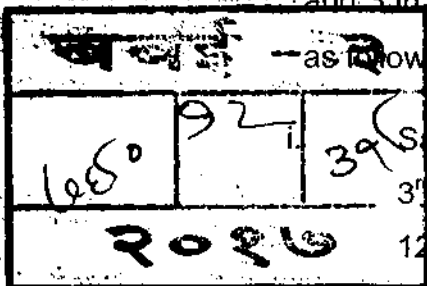
K. The Promoter has also got approvals in respect of Public Parking as follows :-



1st & 2nd basements + 1st and 2nd podiums of the Sale Tower 1, Sale Tower 2, and Sale Tower 3 with separate entry and exits. ("Public Parking Lot 1 or PPL 1");

3 basements + Ground + 4 podiums with separate entry and exits. ("Public Parking Lot 2 or PPL 2");

L. The Promoter has proposed revised Plans for the Sale Towers 1, 2 and 3 in view thereof the revised configuration in respect thereof is as follows:



Sale Tower 1 comprising of 3 levels of basement + Ground + 3rd to 10th podium + 11th podium floor as Mechanical floor + 12th podium floor as Mechanical Mezzanine floor + 13th podium floor & 14th floor as Amenity floors + 15th fire check floor + 16th to 75th Upper floors.

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- ii. Sale Tower 2 comprising of 3 levels of basement + Ground + 3rd to 10th podium + 11th podium floor as Mechanical floor + 12th podium floor as Mechanical Mezzanine floor + 13th podium floor & 14th floor as Amenity floors + 15th fire check floor + 16th to 79th Upper floors.
- iii. Sale Tower 3 comprising of 3 level of basement + Ground + 3rd to 10th podium + 11th podium floor as Mechanical floor + 12th podium floor as Mechanical Mezzanine floor + 13th podium floor & 14th floor as Amenity floors + 15th fire check floor + 16th to 70th Upper floors.

M. The Promoter has completed construction of the Sale Tower 1, Sale Tower 2 and Sale Tower 3 and have received part Occupation Certificate from time to time and last being on 28th July, 2017 from Slum Rehabilitation Authority as under:-

- (a) for Sale Tower 1 upto 69th floors,
 (b) for Sale Tower 2 upto 54th floor (part)
 (c) Sale Tower 3 upto 15th floors.

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N. The Building comprising of three Towers to be constructed for the purpose of sale on the said Project Land are numbered as Sale Tower A, Sale Tower B and Sale Tower C. Sale Tower A, Sale Tower B and Sale Tower C are described as Sale Tower 1, Sale Tower 2 and Sale Tower 3 respectively in the plans approved by SRA.

O. **Details of "Proposed Building on Existing Reservations:-**

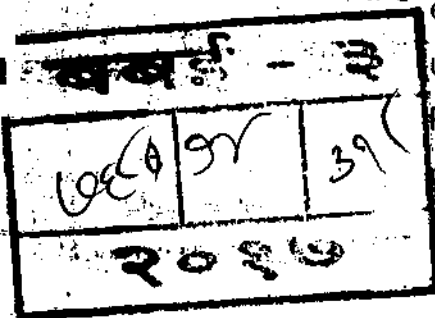
- (i) The Promoter shall be entitled to entire unconsumed, increased, additional, future and extra F.S.I. which may be available in respect of the said Property on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/non-buildable reservations on the said portions of said Property Viz. set back area, Receiving Station and any other reservations shall absolutely and exclusively belong to and be available to the Promoter for utilisation and consumption on the Third Part of the said Property i.e. Promoter's Second Property more particularly described in the Fourth Schedule



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hereunder written which is at present reserved for Receiving Station which shall be developed as a proposed/ separate phase by constructing sale building and the same shall not affect the existing development that is proposed on the said Sale Plot and neither the Purchaser/s nor the Organization/Apex Body/Federation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity; The existing buildable/non-buildable reservations, open space inter alia Receiving Station etc are shown in existing layout being **Annexure "2"** annexed herewith;

- (ii) The Promoter shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the said Property (including the Sale Plot), and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights (TDR) thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, and Development Plan 2034 which are applicable to the development of said Property including the said Sale Plot or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the Third Part of the Said Property i.e. Promoter's Second Property which is at present reserved for Receiving Station and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Sale Plot and /or on the said Property and neither the Purchaser/s nor the Organization/ Apex Body/ Federation shall have or claim any rights, benefits or interest



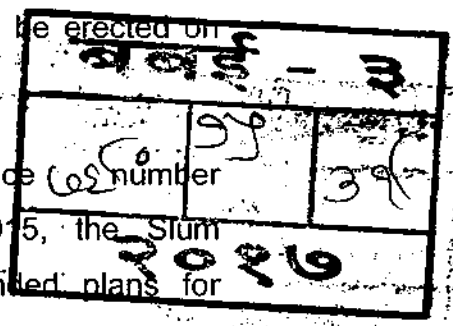
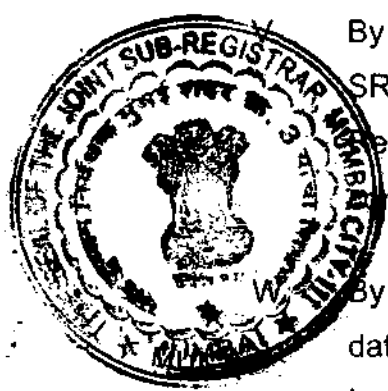
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whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- P. The Slum Rehabilitation Authority has issued LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 26th October, 2007 to the Promoter (which is hereinafter called the said First LOI) for redevelopment of the said property;
- Q. Thereafter the Slum Rehabilitation Authority has issued LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 6th September, 2008 to the Promoter (which is hereinafter called the said Second LOI) for redevelopment of the said property;
- R. Thereafter the Slum Rehabilitation Authority has issued LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 21st January, 2009 to the Promoter (which is hereinafter called the said Third LOI) for redevelopment of the said property;
- S. Thereafter the Slum Rehabilitation Authority has issued LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 7th April 2011 (which is hereinafter called the said Fourth LOI) to the Promoter for redevelopment of the said property;
- T. Thereafter the Slum Rehabilitation Authority has issued LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 23rd February, 2015 (which is hereinafter called the said Fifth LOI) to the Promoter for clubbing of the said Property with other property;
- U. By an Intimation of Approval No. SRA/ENG/2162/GS/ML/AP dated 1st August, 2011 the Slum Rehabilitation Authority has approved the proposal of the construction of Sale Towers to be erected on the said Sale Plot;

By Amended Plans under reference No. SRA/ENG/2162/GS/ML/AP dated 3rd March, 2015, the Slum Rehabilitation Authority has approved the amended plans for construction of Sale Towers on the said Sale Plot;

By its Commencement Certificate No. SRA/ENG/2162/GS/ML/AP dated 20th October, 2011, which was revised from time to time and last revised Commencement Certificate received on 12th June,



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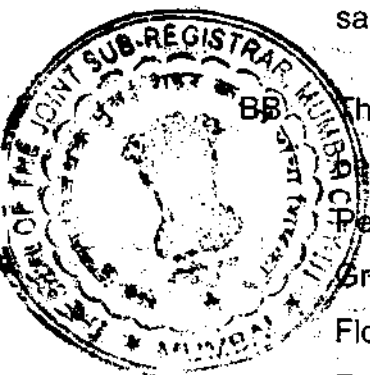
2017, SRA has granted permission to carry on construction of Sale Tower 1 upto 69th floor and Sale Tower 2 upto 67th floor and Sale Tower 3 upto 37th floor on the said Sale Plot;

X. By its letter number ChE/1436/MC/Rds&tr/C-72 dated 7th October, 2014, the Municipal Corporation of Greater Mumbai, Chief Engineer (Road & Traffic) Department has granted permission for public parking scheme under DCR 33 (24) on the said Property to the Promoter;

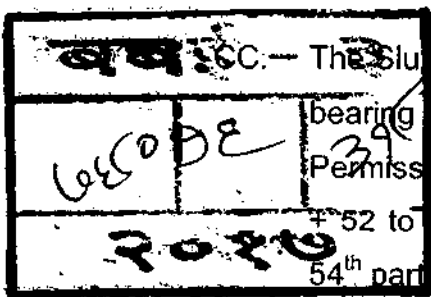
Y. By amended plans under reference number SRA/ENG/2162/GS/ML/AP dated 22nd January, 2016, the Slum Rehabilitation Authority has approved the amended plans submitted by the Promoter for construction of sale towers on the said Sale Plot;

Z. Thereafter the Slum Rehabilitation Authority has issued LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 25th November, 2016 (which is hereinafter called the said Sixth LOI) to the Promoter for clubbing of the said Property with other property .

AA. By amended plans under reference number SRA/ENG/2162/GS/ML/AP dated 14th December, 2016, the Slum Rehabilitation Authority has approved the amended plans submitted by the Promoter for construction of sale towers on the said Sale Plot;



The Slum Rehabilitation Authority by its letter dated 7th March, 2017 bearing No. SRA/ENG/2162/GS/ML/AP has issued Part Occupation Permission for Tower 1 and Tower 2 consisting of 03 basement + Ground + 10 Parking Floors + 01 Mech. Floor + 01 Mechmezz Floor + 2 Amenities Floor + 1 File Check + 16th to 51 upper Residential Floor;



CC. The Slum Rehabilitation Authority by its letter dated 28th July, 2017 bearing No. SRA/ENG/2162/GS/ML/AP has issued Part Occupation Permission for 02 & 01 basements + ground + 1 & 2 parking floors + 52 to 69th upper residential floors for Sale Tower 1 and 52nd to 54th part upper residential floors of Sale Tower 2;

DD. The said Property has been "Clubbed" with 3 other SRA Schemes, namely (i) "Ganeshwadi Utkarsh SRA Co-Op. Hsg. Society

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Ltd." situated on plot bearing C.S.Nos.200(pt), 201, 3/159(pt) & 205(pt) of Parel Sewri Division in F/S Ward, (ii) **"Shaikh Mishree SRA CHS Ltd."** situated on plot bearing C.S.No.1/362(pt) of Matunga Division at 18.30 mtr Shaikh Mishree Road, Antop Hill, Wadala, Mumbai in F/N ward & (iii) **"Anand Nagar SRA Co-Op. Hsg. Society Ltd."** situated on plot bearing C.S.Nos.195(pt), 196(pt), 197(pt), 200(pt), 201(pt), 1/204, 205(pt) and 207 of Salt Pan Division, Antop Hill, Wadala, Mumbai – 400 037 in F/N Ward, which schemes are also being undertaken for redevelopment by the Promoter as per clause 7.8 of Appendix IV to DCR 33(10) amended up to date. The clubbing of the scheme has been approved by the Slum Rehabilitation Authority vide its Letter of Intent bearing reference No.SRA/ENG/1308/GS/ML/LOI dated 25th November, 2016;

EE. The Promoter has constructed Rehab Wings C to I and shall construct Rehab Wing B on the designated portion of the said Property in consonance with approved plans as shown in the layout plan annexed herewith and marked as **Annexure "2"**;

FF. The Promoter has started construction work of the Sale Towers in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

GG. The Promoter is offering residential flats on ownership basis together with beneficial right for car parking space under stillt/in the basement/on Podium/ of the said Sale Towers.

HH. The Purchaser/s has/have inspected the following:-

(i) LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 20th October, 2007 (First LOI) issued by Slum Rehabilitation Authority;

LOI bearing No.SRA/ENG/1308/GS/ML/LOI dated 6th September, 2008 (Second LOI) issued by Slum Rehabilitation Authority;

(iii) LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 21st January, 2009 (Third LOI) issued by Slum Rehabilitation Authority

(iv) LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 7th April 2011 (Fourth LOI) issued by Slum Rehabilitation Authority

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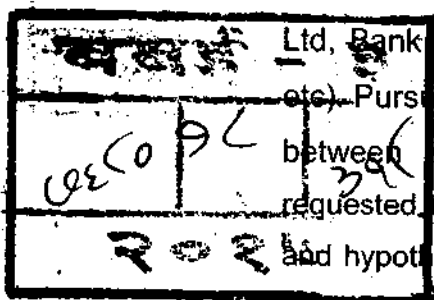


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- (v) LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 23rd February, 2015 (fifth LOI) issued by Slum Rehabilitation Authority
- (vi) Intimation of Approval No. SRA/ENG/2162/GS/ML/AP dated 1st August, 2011 issued by the Slum Rehabilitation authority for Sale Towers;
- (vii) Commencement Certificate No. SRA/ENG/2162/GS/ML/AP dated 20th October, 2011 issued by Slum Rehabilitation Authority in respect of Sale Tower No. A, B & C and extended from time to time;
- (viii) Amended Plans bearing reference number SRA/ENG/2162/GS/ML/AP dated 22nd January, 2016;
- (ix) LOI bearing No. SRA/ENG/1308/GS/ML/LOI dated 25th November, 2016 (Sixth LOI) issued by Slum Rehabilitation Authority.
- (x) Amended Plans bearing reference number SRA/ENG/2162/GS/ML/AP dated 14th December, 2016;
- (xi) Sanctioned plan of the Sale Towers to be constructed on the said property;
- (xii) Part Occupation Permission bearing No. SRA/ENG/2162/GS/ML/AP dated 7th March, 2017 issued by the Slum Rehabilitation Authority
- (xiii) Part Occupation Permission bearing No. SRA/ENG/2162/GS/ML/AP dated 28th July, 2017 issued by the Slum Rehabilitation Authority
- (xiv) Property Cards of the said property.
- (v) Title Certificate of Law Firm of Khona dated 16th November, 2010, 24th November, 2010, 25th March, 2014, 1st April, 2014 and 16th April, 2015 in respect of Sale plot.



II. The Promoter has mortgaged the flat agreed to be sold hereunder for the benefit of Lenders/Debenture Holders (vis Yes Bank Ltd, IFCL Ltd, Bank of Maharashtra, Allahabad Bank, Piramal Enterprise Ltd etc). Pursuant to the marketing and similar arrangement entered into between the Promoter and the Confirming Party, the Promoter requested the Lenders to cede its First Charge by way of mortgage and hypothecation on the aforesaid flat, so as to enable the Promoter and the Confirming Party to have any arrangement with respect to the aforesaid flat including inter alia raising of any loan, creation of



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mortgage, hypothecation etc on such terms and conditions as the Promoter and the Confirming Party may deem fit and proper.

SS. The IDBI Trusteeship Services Ltd acting as a Security/Debenture Trustee of consortium of aforesaid lenders/debenture holder has confirmed having ceded their First Charge by way of mortgage over the aforesaid flat in favour of the Promoter / Confirming Party. Accordingly, the Confirming Party has mortgaged the flat agreed to be sold hereunder to IDBI Trusteeship Services Limited acting as a Debenture Trustee of the Debenture Holders "Piramal Finance Ltd" vide Debenture Trust Deed dated 29th June, 2015 read with supplemental agreements as executed from time to time.. The Confirming Party has been made party to this Agreement for abundant precaution for confirming the sale of the the flat agreed to be sold hereunder by the Promoter in favour of the Purchaser/s.

JJ. The Purchaser/s has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser/s has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this agreement;

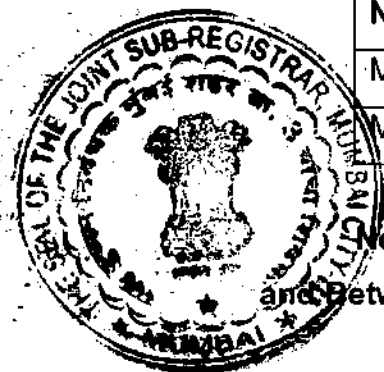
KK. The Purchaser/s has/have agreed to acquire from the Promoter on ~~ownership basis and the confirming party has agreed to confirm the~~ sale of a residential Flat No. 4802 on the 48th floor in Sale Tower "A" in the Building known as "Omkar 1973 Worli" being constructed on the said sale plot for consideration and on the terms and conditions as set out hereinafter and are accordingly executing this Agreement;

LL. Income Tax Permanent Account Number of the Parties are as under:-

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Name Of The Party	PAN No.
M/s. Omkar Realtors & Developers Pvt. Ltd.	AAACO7919F
Mr. Dineshkumar J. Jain	AACPJ3994J

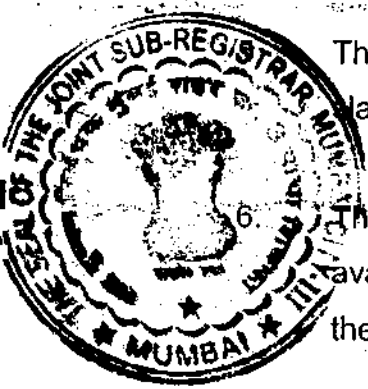
Now This Agreement Witnesseth and It Is Hereby Agreed By and Between the Parties Hereto As Follows:-



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- (21)
1. The parties herein agree and declare that the recitals as incorporated hereinabove shall form the integral part of operative part of this agreement.
 2. The Promoter shall sell to the Purchaser/s and the Confirming Party shall confirm to the Purchaser/s and the Purchaser/s shall purchase from the Promoter on "ownership basis" a residential Flat No. **4802** on the **48th** floor in Sale Tower "**A**" in the building known as "Omkar 1973 Worli" ("**the said Building**"). The said building shall be constructed on "the said Sale Plot" more particularly described in the **Seventh Schedule** hereunder written. The Flat No. **4802** is more particularly described in the **Ninth Schedule** hereunder written and hereinafter called as "**the said flat**".
 3. The said Building shall be constructed by the Promoter in accordance with the plans, designs, specifications approved by the concerned authority and which have been seen and approved by the Purchaser/s with only such variations and the modifications as the Promoter may consider necessary or as may be required by the concerned local authorities/the government to be made in them or any of them.
 4. The carpet area of the said flat is **115.04** sq. mts. including enclosed balcony and door jambs.



The sanctioned plan also include the provision for deck, service lab etc. for exclusive beneficial use of the said flat.

6. The Purchaser/s shall not be entitled to claim use of similar facilities available with other flats and shall use it for the purpose for which they are sanctioned.

7. The Purchaser/s shall pay to the Promoter a total amount of **Rs.**

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6,00,00,000/- (Rupees Six Crores Only) being the purchase price of the said flat, which includes proportionate price of the common areas and facilities appurtenant to the said flat (hereinafter referred to as "**the Purchase Price**"). The purchase price is exclusive of GST, surcharge and cess or any other similar taxes levied or which may be levied hereafter on the sale of said flat and all other charges including monthly contribution charges which are payable by the Purchaser/s under this Agreement or otherwise. 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 shall not be liable to bear or pay the same or any part thereof.

8. The Purchaser/s has/have paid to the Confirming Party a sum of **Rs. 500,000/- (Rupees Five Lakhs Only)** on or before the execution of this Agreement being "the Earnest Money" (the payment and receipt whereof the Confirming Party hereby admits and acknowledges) and shall pay to the Confirming Party the balance amount of Purchase Price of **Rs. 59,500,000/- (Rupees Five Crores Ninety Five Lakhs Only)** on or before possession of the said flat. The Purchaser/s shall make the payments in the aforesaid manner to the Confirming Party by depositing the same in the Escrow Accounts either by drawing all the Cheques/Demand Drafts in favour of Escrow Account or by RTGS in Escrow Accounts as per the details given hereunder:

Bank - Axis Bank

Branch - Fort Branch.

Escrow Account No. - 915020028698426

Name - Omkar City Development Private Limited - ESCROW Account.

IFSC CODE - UTIB0000004

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The time shall be essence of the contract as to aforesaid payments to be made by the Purchaser/s to the Confirming Party.



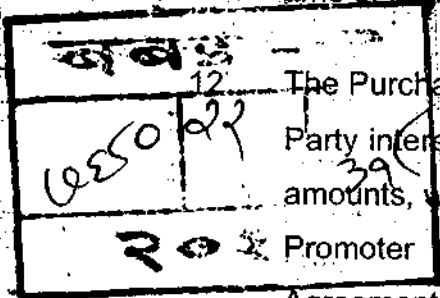
The Promoter hereby directs that the Confirming Party shall receive only the Purchase Price due and payable by the Purchaser/s as per clause (8) hereinabove, apart from the other payments more particularly described in clause (69) herein below not limited to (i) deposits collected for the formation of the association of buyers, towards share application money (if

applicable), membership fee of the association of buyers; (ii) deposits to be collected towards use, maintenance and repairs of the common areas and facilities; (iii) stamp duty and, registration fees; (iv) amount received towards advance outgoings; (v) development charges and other fees, taxes, charges, levied by the government and / or any other statutory authority, and/or claimed and collected from the Purchaser/s; (vi) any amount received towards deposits for water meter, electricity meter and gas meter; and (vii) any amount received towards maintenance deposit either one time or periodically, which shall be paid by the Purchaser/s to the Promoter on demand or directly to any government authority, as may be directed by the Promoter (the said amounts are hereinafter referred to as the "Pass Through Payments"),

10. The Purchaser/s is/are aware that the area of the said flat may increase or decrease to the extent of 5%(five percent) of the area mentioned herein. If the area of the said flat increases or decreases to the extent of 5% (five percent) the Purchase Price payable under this Agreement shall be proportionately adjusted.

11. At the request and at instance of the Purchaser/s and for the convenience of the Purchaser/s, the Promoter has granted and permitted the Purchaser/s to park their light motor vehicles in 2 (Two) car parking space on podium/under stilt/the basement level, which the Purchaser/s shall be entitled to utilize for their personal use without payment of any consideration by them to the Promoter. The right to use such car parking space shall be governed and controlled by the Society or Common Organization of the Purchasers of flat(s)(hereinafter referred to as "the said Society") in the Sale Tower(s) A, Band C of the building. The location and other details viz. car park numbering, etc. shall be intimated at the time of handing over of possession of the said flat.

The Purchaser/s agree/s to pay to the Promoter and the Confirming Party interest at the rate of 12% (twelve percent) per annum on all amounts, which become due and payable by the Purchaser/s to the Promoter and the Confirming Party under the terms of this Agreement from the date the said amounts become payable by the Purchaser/s to the Promoter and the Confirming Party till the payment and/or realization thereof.



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13. It is an essential and integral term and condition of this Agreement, that only upon the payment of full amount of the purchase price and all other amounts, charges, dues, outgoings, etc. payable hereunder, having been paid by the Purchaser/s to the Promoter and the Confirming Party (and not otherwise), will the Purchaser/s has/have or be entitled to claim any rights, against the Promoter and the Confirming Party under this Agreement and/or in respect of the said flat.

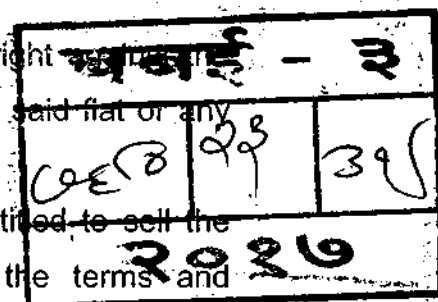
14. The Purchaser/s shall pay to the Confirming Party the installments of price mentioned in clause 8 within 15 (fifteen) days of intimation by the Promoter/Confirming party that installment has become due on their respective due dates, time being the essence of the contract. The Purchaser/s agrees to pay to the Confirming Party the installments of price mentioned in clause 8 hereinabove without any delay.

15. In the event of the Purchaser/s makes default in payment of the purchase price and/or other payments under this Agreement on their respective due dates and/or in observing and performing any of the terms and conditions of this Agreement and the default continuing, in spite of 15 days' notice to be sent by the Promoter to the Purchaser/s to remedy the breach, notwithstanding anything contained in this Agreement and in particular Clause 16 herein below, the Promoter/Confirming Party will be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:-

(a) The Purchaser/s shall cease to have any right in the said flat or any part thereof;

(b) The Promoter/Confirming Party shall be entitled to sell the said flat at such consideration and on the terms and conditions and to such other person or party as the Promoter may in its absolute discretion deem fit and proper;

on the realization of the entire resale consideration from such other person or party of the said flat the Promoter/Confirming Party shall refund to the Purchaser/s the amount paid by the Purchaser/s to the



Promoter/Confirming Party in pursuance of this Agreement after deducting there from:-

- (i) 10% (ten) of the purchase price of the said flat which shall stand forfeited by the Promoter;
- (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said flat up to the date of termination of this Agreement;
- (iii) the amount of interest payable by the Purchasers to the Promoter in terms of this Agreement from the dates of default in payment till the date of realization of the same;
- (iv) in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit; and
- (v) brokerage, if any paid by the Promoter while booking the said flat in the name of the Purchaser/s and

In case the amount to be deducted under this clause exceeds the amount received from the Purchaser/s towards the purchase price, then the promoter shall recover the shortfall from the Purchaser/s, which the Purchaser/s agrees and undertakes to pay within 15 days from the date of demand.

- (d) The Promoter/Confirming Party shall not be liable to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The said amount shall be accepted by the Purchaser/s in full satisfaction of all his/her/its/their claims under this Agreement and/or in or to the said flat;



The Promoter shall give the possession of the said flat to the Purchaser/s on or before 31st December 2018, subject to extension of time for a further period of 12 (Twelve Months). If the Promoter fails to abide by the time schedule for giving the possession of the said Flat to the Purchaser/s except on account of reasons beyond its control by the aforesaid date/s the Promoter/Confirming Party shall be liable, on demand to refund to the Purchaser/s, the amounts already received by it in respect of the said flat, at 12 (twelve)% per annum simple interest, from the date the Promoter/Confirming Party received the same, till the date the amounts and interest thereon are repaid to the Purchaser/s. In the

aforesaid case, till the entire amount and interest thereon is refunded by the Promoter/Confirming Party to the Purchaser/s (except in the circumstances specified in Clause 15 above), there shall be a charge on the said flat as well as the construction of the building in which the said flat is situated or were to be situated, provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said flat, if the completion of the building in which the said flat is to be situated is delayed on account of:-

- (i) non-availability of steel, cement, other building materials, sufficient water or electricity supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification or directive of the Government and/or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority;
- (iv) other force majeure or unforeseen circumstances or conditions or other causes beyond the control of the Promoter or its agents.

Explanation: The Term "Reasonable extension of time" specified above shall mean such time during which the Developer is unable to proceed with the construction of the said Building as a result of the abovementioned reasons.

17. The following expressions used herein shall mean the following namely:-

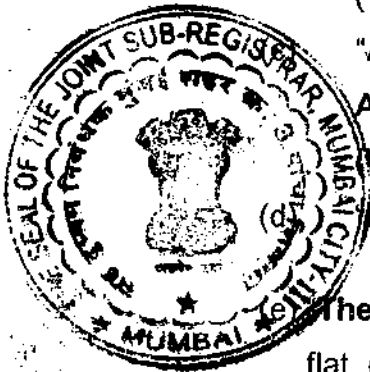
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- (a) "The said flat" shall mean the flat No. 4802 on the 4th floor in Sale Tower viz. "A";
- (b) "Possession Date" shall mean on or before 31st December 2018, subject to extension of time for a further period of 12 (Twelve Months);

"Address of the Purchaser/s" shall mean 1904/1905 Autumn Hay, Neptune Living Point, LBS Marg, Bhandup (W) Mumbai - 400078;

"Building Name" shall mean "Omkar 1973 Worli";

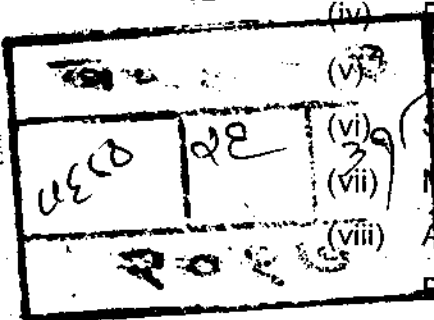
"The Carpet Area" shall mean the net usable floor area within a flat excluding that covered by the walls or any other areas specifically exempted from floor space index computation under



D.C. Regulations. The carpet area of the said flat shall include the area of balcony and door jambs of such a flat. The carpet area of the said flat is 115.04 sq. mts. as per the sanctioned plans;

- (f) The term "**Purchaser/s**" herein may include the female gender or in the event there is more than one Purchaser, the derivative term used herein with reference to the said expression shall be construed accordingly. If the Purchaser is a Partnership Firm, the said term unless repugnant to the context or meaning thereof mean and include the partners from time to time of the said firm and the heirs, executors and the executors of the last surviving partner. If the Purchaser is a Company or Society, the said term shall wherever appropriate mean and include its successors and assigns. In other cases, the said term wherever appropriate shall mean and include all persons claiming right, title and interest through such Purchaser including his/her/their successors in interest.

18. In the brochures about the Sale Building and/or in some other places the area of the said flat may have been described in terms of built up/saleable area. In such a case the built up/saleable area of the building shall mean and include:-



- (i) Area of all the floors measured from external faces of the building including said flat, staircase lobbies, lifts, lift lobbies, toilets, WCs, niche, service passage;
- (ii) Staircases cabin, lift, lift machine room, lobby at terrace level;
- Entrance lobby, lift, staircase, Podium landscape areas, parking floors, lobby at still level;
- (iv) Refuge Floors if provided;
- (v) Fire check floors;
- (vi) Service floors if provided;
- (vii) Mechanical and transfer floors;
- (viii) AHU, Telephone Concentrator Room, Electrical panel Rooms, Service Ducts, Pantry/Store;
- (viii) Area for Car lifts and Car lift Machine Rooms (if any);

19. In the brochure about the Sale Building and/or website of the Promoter and/or in any advertisement material to be published by the said Promoter in any print or electronic media, the Promoter may have represented certain facilities, certain qualities of construction and pictures depicting the said Sale Building. The Purchaser/s is/are aware that the actual facade of the Sale Building, amenities, which may be provided by the Promoter to the Purchaser/s which are listed in this Agreement may be different from what is represented in brochures and other marketing material. The Purchaser/s will not hold the Promoter responsible for any misrepresentation, or non-disclosure of facts due to such brochures and/or advertisement material published by the said Promoter. In case of conflict between such brochures and advertisement material on one hand, and this agreement on the other hand, what is stated in this agreement shall prevail.

20. The Purchaser/s shall have pro rata undivided share in the common area and facilities in the aforesaid Sale Plot and also in the limited common area and facilities.

21. The common area and facilities for the whole of the Sale Plot are as under:-

- (i) Paving around the Tower as per the Rules of Municipal Corporation of Greater Mumbai;
- (ii) Compound lights, landscape and entrance lobby;
- (iii) Passenger Lifts, Service elevators;
- (iv) The installation of Central Services such as Electricity, water, STP, Garbage Chutes, Waste Management systems, Water Treatment plant, Fire Escape Chutes and in general all apparatus and all installations fittings and fixtures which may be provided for common use;
- (v) addressable fire alarm systems with smoke detectors in common area, hydrant and sprinkler system in corridors, CCTV at entrance;
D.G Back-up for Fire-Fighting/Service elevators, lighting and common services (excluding Air-conditioning);
- (vii) R.C.C. underground, overhead tanks and rain water harvesting tanks with required number of pumps of approved capacity and make;

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- (viii) RCC Staircase with tread and;
 - (ix) Glass railing;
 - (x) One light point per landings;
 - (xi) Passages on the ground floor as well as each floor of the building.
 - (xii) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use (unless included in limited common areas and facilities).
- All of the above facilities are subject to approval from MCGM.

22. The common amenities to be provided by the Promoter to the Purchaser/s are those that are set out in **Annexure '3'** annexed hereto. The Purchaser/s shall not be entitled to claim use of similar amenities available with other flats and shall use it for the purpose for which they are sanctioned. The Promoter proposes to provide a Cinema Room for exclusive use of the Purchaser/s of each of the Sale Tower 1, 2 and 3. The Promoter further proposes to provide amenities on the 48th floor of Sale Tower 3 which shall be exclusively availed/used by the Purchaser/s of Sale Tower 3 only.

23. **FSI/ Development Potential of the said Larger Land and Project Land:-**



The area of the said Property is to be developed in a phase-wise manner which includes sale component, rehab component, Proposed Sale Building on the Promoter's Second Property, buildable and non-buildable reservations etc.;

- b. Out of the the total proposed Sale FSI of 1,24,931 sq. mts. (approximately) including fungible FSI (Total Sale FSI) in respect of the said Property, presently Sale FSI of 1,00,392.48 sq. mts. (including fungible FSI) is sanctioned and proposed on the Sale Component;

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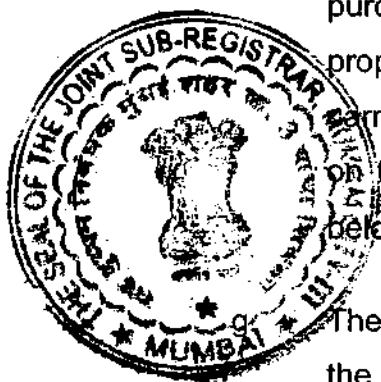
Balance Sale FSI of 24,538.52 sq. mtrs (approx.) including fungible FSI in respect of the said Property may further be available in future on account of clubbing, amalgamation or otherwise including proposed changes in Development

Control Regulations and/or implementation of various schemes thereunder etc.;

- d. Out of the Total Sale FSI, Sale FSI of 96,180 sq. mtrs. (approx.) (including fungible FSI) has been sanctioned for consumption in the construction and development of the Building known as "Omkar 1973 Worli";
- e. Further, the Purchaser/s has/have been informed and acknowledge(s) that the Total Sale FSI proposed to be consumed in the construction of the building/s or wing/s of the said Project may not be proportionate to the area of the physical land/foot print of the building/s or wing/s on which it is being constructed in proportion to the total area of the Larger Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Promoter in its sole discretion, may allocate such buildable FSI for any of the buildings being constructed on the Larger Land as it thinks fit and the purchasers of the flat(s)/premises/units in the said Project/such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any buildings or the Larger Land;

- f. The Promoter has planned to utilize Floor Space Index by availing TDR or FSI available on payment of premium of FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said development of Larger Land. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the said Project Land and Purchaser/s has/have agreed to purchase the said Flat(s)/Apartment(s) based on the proposed construction and sale of Flat(s)/Apartment(s) to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only;

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The Purchaser/s hereby agrees, accepts and confirms that the Promoter proposes to develop the said Project (including

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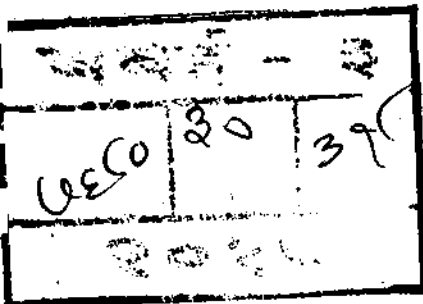
by utilization of the full development potential) in the manner more particularly detailed herein and as depicted in the layout plans, proformas and specifications annexed hereto and Purchaser/s has / have agreed to purchase the said Flat(s) / Apartment(s) based on the unfettered and vested rights of the Promoter in this regard;

- h. The Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the said Property for the construction of any building or phase or part thereof in the said Property i.e. larger land. The Promoter shall be entitled to float the F.S.I. of said Property on the said Sale Plot /First Part of the said Property for carrying out any permissible construction in the said Project. The Purchaser/s hereby gives his specific irrevocable consent for the same.

24. FSI, TDR And Development Potentiality With Respect To The Proposed Development Of The Said Project Land:-

- (i) The Purchaser/s hereby agrees, accepts and confirms that the Promoters propose to develop the Project on the said Sale Plot (by utilization of the full development potential) in the manner more particularly detailed herein and the Purchaser/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard;

The Purchaser/s acknowledge(s) that the Developer alone is entitled to utilize and deal with all the development potential of the said Property including the existing and future and extra FSI on account of or due to any reason whatsoever, including but not limited to, under Regulation 33(5), 33(7), 33(9), 33(10), 33(24) or any other regulations as per the proposed D.P. Plan 2034 and/or due to change in building laws, regulations, policy, notification, order/approvals from concerned competent authorities and any other Applicable Law and/or on account of handing over to the Government or the Municipality or altering, shifting, relocating, any buildable/ non-buildable reservations of the said Property or due to clubbing of any other scheme on the said Larger Land or otherwise and /or transferable development rights ("TDR")

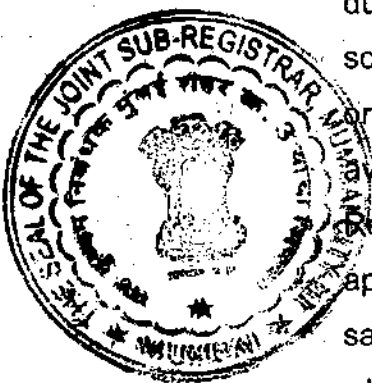


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heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part/phase of the Sale Plot/Project or elsewhere as may be permitted and in such manner as the Developer deems fit. Accordingly, the balance development of the said Property comprising Rehab component and/or free sale component and/or amenities/facilities and/or buildable and non-buildable reservations etc. may be located anywhere within the said Property at the discretion and as may be deemed fit by the Promoter without requiring consent of Purchaser/s and/or the society/limited company/ association of Purchaser/s and also the additional FSI/TDR that may be generated due to amalgamation/clubbing of such rehab schemes may be utilised by the Promoter either anywhere within the said Property or outside, however, the same shall not affect the existing development on the Sale Plot and neither the Purchaser/s nor the Organisation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or light and ventilation and/or density and environment and/or of water and electricity.

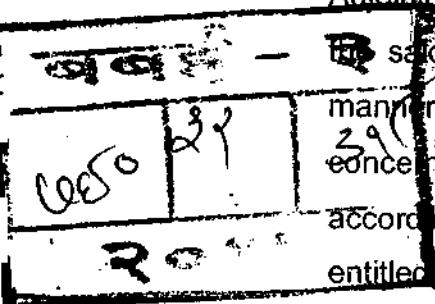
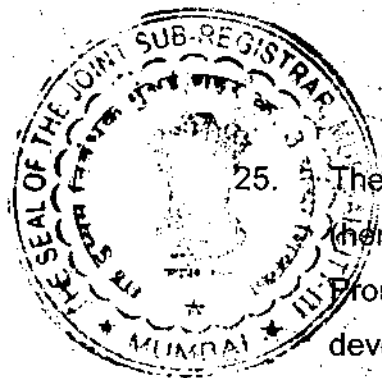
- (iii) The Promoter shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the said Property (including the Sale Plot), and the entire increased additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights thereof and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in Development Control Regulations or based on expectation of increased FSI which may be available in future on modification of Development Control Regulations, and Development Plan 2034 which are applicable to the development of said Property including the said Sale Plot or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be

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available to the Promoter for utilization and consumption on the said Property and/or on the clubbed/ amalgamated plot/s of land in vicinity in the same scheme or any other clubbed Slum Rehabilitation Scheme and which shall be developed as a proposed /separate phase and the same shall not affect the existing development that is proposed on the said Property and neither the Purchaser/s nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity.

- (iv) Notwithstanding anything to the contrary contained herein, the Promoters shall also have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign the residual FSI, if any (by whatever name called) after completion of the Project and permitted by the concerned authorities under the applicable laws and regulations, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Promoters in their sole and unfettered discretion and as may be permitted by law;



The Promoter may develop the lands adjacent to the said Property (hereinafter referred to as the "**Adjoining Land/Properties**"). The Promoter shall also be entitled to/required to club/ amalgamate the development of the said Property (or part thereof) with the Adjoining Properties, whether as a common integrated layout with the said Property (or part thereof) or otherwise, in a phase wise manner subject to necessary approvals / sanctions from the concerned authorities. The total FSI and the said Property shall accordingly be increased. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may deem fit:-

- i. Amalgamate schemes of development, land parcels, lands, land composition and land mix.
- ii. Float FSI/TDR from the said Property onto the Adjoining Land/Properties and from the Adjoining Land/Properties onto

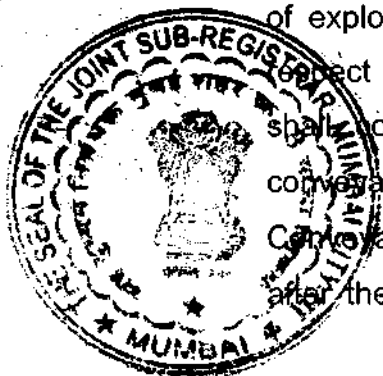
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the said Property and undertake consequent construction, development, sale, marketing and alienation.

- iii. Provide common access and entry and exit points to and from the said Property (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the said Property (or part thereof) and the Adjoining Properties.
- iv. Accordingly, the Promoter shall be entitled to the entire FSI and residual floor space index in respect of the such additional land and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights, availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to Promoter and the Promoter may propose to utilise the same on any portion of the said Property in the manner as it deems fit and appropriate; and the Purchaser/s and/or the society/limited company/association of Purchaser/s shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof.

26. The Purchaser/s hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's consent under laws and applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the DCR;

27. The rights retained by the Developer under this Agreement in terms of exploitation of the present and future development rights with respect to the said Property / Sale Plot and such additional land shall continue to vest with the Promoter as on the date of conveyance, even after the execution of the Deed of Conveyance/Lease/Assignment and/or deemed conveyance and/or after the statutory vesting of the said Property or part thereof in



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favour of the society/limited company/association of Purchaser/s, and the same shall be reserved therein in terms of a deed of covenant and undertaking of the society/limited company/association of Purchaser/s to the Promoter, at the time of execution of title documents in favour of the society/limited company/association of Purchaser/s.

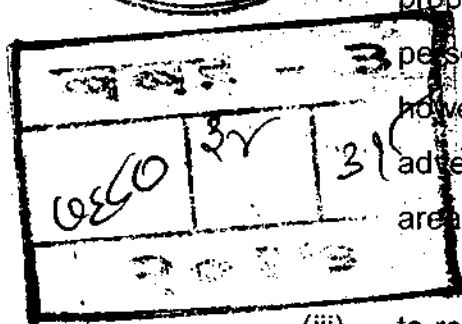
28. The Purchaser/s is aware and informed that in the event there is any change in the layout approvals for the phase-wise development of the said Property or acquisition of such additional land, the same may result in the change of the layout of the said Property and has confirmed that the amendment to the layout of the said Property at any time in future, whether by way of amalgamation of such additional lands or sub division and/or in any manner whatsoever and modification/variation of the sanctioned plans including the building plans as a result thereof, shall be permissible, however the same would not affect the Sale Plot.

29. In pursuance of the Development of the said Property, the Promoter shall have the following rights:-

(i) to develop the said property along with other adjacent property or properties as an integrated development of larger complex;

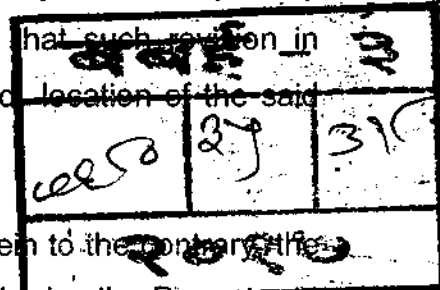
(ii) to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, purchaser or person entitled to any area or areas in any Building(s) which may be constructed by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit provided however such grant of right of way or license shall not adversely affect the right of the Purchaser/s to the common areas and limited common areas;

(iii) to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the Promoter may desire or deem fit from time to time provided always that such revision



in layout shall not affect the said flat and location of the said Building;

- (iv) to amalgamate or sub-divide or club the aforesaid scheme with the other scheme/s on the said property under any other D.C. Regulation or any other adjoining property or properties as the Promoter may desire or deem fit in their absolute discretion;
- (v) to take benefit of any approval of development rights which may become available in respect of the said property with any other property or properties either adjoining the said property or otherwise as may be permissible in law;
- (vi) that the right of the Purchaser/s shall be restricted only to the said flat and the undivided interest in the common areas and facilities and limited common areas and facilities and the Purchaser/s shall have no right to any other space, area or inside or outside the building and the same shall continue to belong to the Promoter;
- (vi) it is repeated for the sake of clarity that the right of the Promoter to revise the layout and redevelop any portion(s) of the said property is neither affected nor restricted in any manner on account of the execution of this Agreement in favour of the Purchaser/s herein and all such rights are reserved unto the Promoter without any restriction in any manner whatsoever provided always that such revision in layout shall not affect the said flat and location of the said Building;
- (viii) notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorize the Promoter to submit any revised plan which does not reduce the area of the said flat by more than 5% or change its floor, for the purpose of making any amendment, change or modification in the Building Plans in respect of the said Building in which the Purchaser/s has /have agreed to purchase the said flat as the Purchaser/s is/are aware that the Promoter has balance Floor Space Index (FSI) and/or development rights in respect of the said property and/or the Promoter may become entitled to any additional development rights or FSI



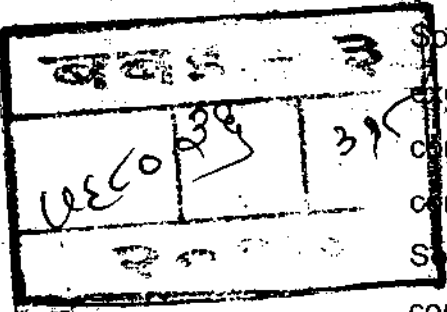
in future and the Promoter intend to construct either additional floor or floors, annex structures or additional wings to the said building and the Purchaser/s has/have no objection or dispute regarding the same in any manner whatsoever;

(ix) the Promoter may construct a separate Rehab Wing or building or additional floors for the accommodation of eligible slum dwellers who may become eligible in a future date on the Rehab Portion of the said Property;

(x) the Transferable Development Right (T.D.R.) and/or the Development Right Certificate (D.R.C.) which may be at any time issued for the said property or any part of the property or arising out of Development of the said property shall always belong to the Promoter. The Purchaser/s or the said Society will not have any share, right, title, interest or claim therein. The Promoter shall be entitled to sell, dispose of or alienate the Transferable Development Right (T.D.R.) and/or Development Rights Certificate (D.R.C.) of the said Property or any part thereof to any person or persons of their choice. The price or Consideration received by selling, transferring or alienating such T.D.R., D.R.C. shall always belong absolutely to the Promoter. The Purchaser/s or the Society will not have any share, right, title, interest or claim therein. If required by the Promoter, requisite provision will be made in Conveyance or Assignment of the property in favour of the Society/common organization of all the flat Purchasers;



(xi) if any, further FSI is granted or any further FSI is available by use of any T.D.R. or otherwise hereafter even after execution of Conveyance or Assignment in favour of Society/common organization, then the Promoter shall have exclusive right to use such FSI/TDR and to carry out such construction on the said property or on the building constructed on the said property. The Purchaser/s and the Society will not have right to carry on any further construction if possible by use of any T.D.R. or otherwise any further F.S.I. is granted or to consume any F.S.I. even permitted in future. However, the costs, charges and expenses of such construction shall be borne and paid by



the Promoter. The Purchaser/s and the Society/ will not object to carrying on such construction by the Promoters;

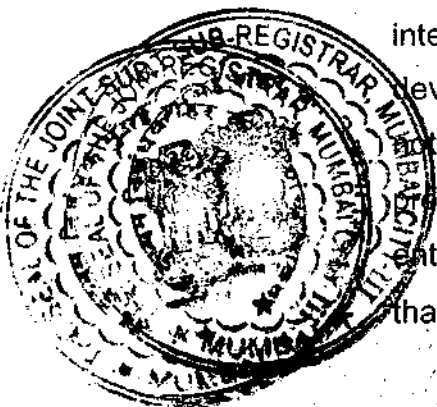
- (xii) if any time further construction is carried on, as herein before provided, by the Promoter, then he/they shall be entitled to sell Flat(s) in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The Purchaser/s and the said common organization/society will not have any share, right, title, interest or claim therein. The Society/ shall admit the Purchasers as a members of such new and/or additional construction in the Society without charging any fees, transfer fees or consideration except normal admission fee and share money amounting to Rs. 600/- (rupees six hundred only) from each of them to acquire shares of the Society;

- (xiii) In order to plan the buildable reservation on the entire plot and make the project feasible for development the Purchaser/s is/are aware that the Promoter may have to obtain certain open space concessions as per the law from the concerned department of the Competent Authority/ies and for which the Purchaser/s shall not raise any objections at any time;

- (xiv) the aforesaid provision regarding construction to be carried on in future by the Promoter and their right to sell the same on ownership basis and the Society to admit such prospective Purchasers as member shall remain in effect even after the project is completed;

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- (xv) the Purchaser/s declare and confirm that it is aware that the said Building in which the said flat is situated may be interconnected building along with other building/s under development by the Promoter and the Purchaser/s has/have nothing to do with the ground area and the same are not in proportion to each other and the Purchaser/s shall not be entitled to claim any further or other right to the area other than the ground area under its Sale Building and the plinth



the time being of the concerned authority/authorities. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

(xx) the Promoter has furnished to the Purchaser/s the particulars of estimated outgoings of the said flat which are subject to change and shall be confirmed only at the time of possession;

(xxi) till a Conveyance or Assignment of the said sale plot and the said building is executed, the Promoter shall be entitled with or without workmen, surveyors agents and others, at all reasonable times, to enter into the said flat and the said Building or any part thereof which may affect the stability of the structure and elevation of building with a view to and examine the state and conditions thereof;

(xxii) the Promoter may sell, transfer or assign all their rights, title and interest in the said Sale Plot (subject to the rights and interests created in favour of the Purchaser/s) in respect of the unsold flats in the said Building but without in any manner affecting the Purchaser's rights;

(xxiii) the Purchaser/s has/have already inspected the site and acquainted itself with the nature of the Promoter's title to the said property and the right of Promoter to sell the said flat on "Ownership basis" and shall not raise any requisition or objection thereto hereafter;

(xxiv) The possession of the Common Areas in the said Saleable Building shall remain with the Promoter whose responsibility shall be to supervise (through the Maintenance Agency) the maintenance and upkeep of the same until the same is taken over as per applicable laws or directions of the Government/ Statutory body, by the common organization of the purchasers or any other body or Association formed as per provisions of the law;

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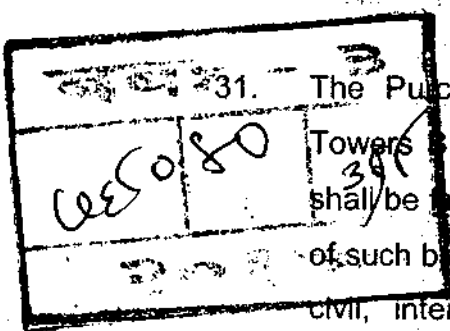
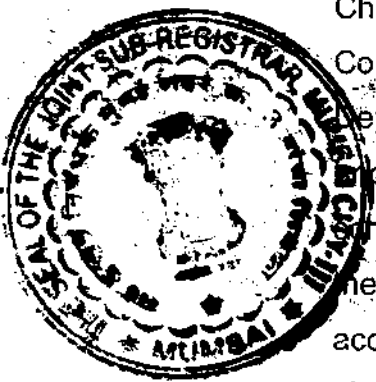


(xxv) If at any time the building or any part thereof gets demolished and/or gets damaged on account of any act of God including earthquake, riots, floods or any other natural calamity, act of enemy, war or other causes beyond the control of the Promoter, such losses and damages incurred to the structure will be fully sustained by the Purchaser/s along with the Purchasers of other flats and the Promoter shall not be responsible for such loss/damage. The Purchasers shall have to make good the loss so sustained by them;

(xxvi) The Purchaser/s is/are aware that the amenities mentioned herein are subject to approval of the Competent Authorities and the Promoter shall make such changes to the amenities as may be required by the Competent Authorities.

(xxvii) Within 3 (three) years of the possession if the Purchaser/s points out in writing any defect in construction, then the said defect shall be rectified by the Promoter.

30. The Purchaser/s is/are aware that Temple known as "Mariamman Devi" is situated on C.S.No.913. By its letter number ChE/1436/MC/Rds&tr/C-72 dated 7th October, 2014, the Municipal Corporation of Greater Mumbai, Chief Engineer (Road & Traffic) Department has granted permission for public parking scheme under DCR 33 (24) on the said Property to the Promoter. This scheme which will entitle Public to Pay and Park their vehicles on the Basement 1, 2 and Podium 1, 2 of Sale Tower A, B and C and access to the same will be from proposed 22.80 meters DP Road along the north edge of the sale plot.



32. The Promoter under the Development Agreement dated 10th April, 2013 with (i) Kash Foods Pvt. Ltd., (ii) NakulArya and (iii) Varun

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Arya has agreed to allot an area admeasuring 79,218 sq. ft. of usable carpet area distributed in Sale Tower A and Sale Tower B along with right of exclusive enjoyment of 72 (seventy two) car parking in Sale Tower A and Sale Tower B on the said Sale Plot which is hereinafter called " the entire Owners' Allocation". "The entire Owners' Allocation" is distributed amongst (i) Kash Foods Pvt. Ltd. (ii) NakulArya and (iii) Varun Arya as under:

- (i) an area admeasuring 36,438 sq. ft. usable carpet area in Sale Tower A and Sale Tower B along with 33 car parks shall be allotted to Kash Foods Pvt. Ltd.;
- (ii) an area admeasuring 21,343 sq. ft. usable carpet area in Sale Tower B along with 19 car parks shall be allotted to NakulArya;
- (iii) an area admeasuring 21,437 sq. ft. usable carpet area in Sale Tower A along with 20 car parks shall be allotted to Varun Arya.

It is also agreed between the Promoter and Kash Foods Pvt. Ltd. &Ors. that the Promoter shall not book, allot, sell, transfer, assign, give on leave and license, lease or deal with or create any right, title or interest in respect of the topmost 3 (three) floors and the open terrace above the topmost floor of Sale Tower C (called the Reserved Area – A) in favour of any person prior to approval of plans of the Entire Floor Flat and the Triplex Penthouse in Sale Tower A.

Further as set out in Clause 22 of the said Development Agreement, Promoter has agreed not to book, allot, sell, transfer, assign, give on leave and license, lease or deal with or create any right, title or interest in respect of an area admeasuring 20,677 sq. feet of usable carpet area in Sale Tower B (called Reserved Area – B) until such time the Occupation Certificate of "the entire Owners' Allocation" is obtained and possession of " the entire Owners' Allocation" is handed over to (i) Kash Foods Pvt. Ltd., (ii) Nakul Arya and (iii) Varun Arya. The Reserved Area-B is more particularly identified and earmarked in the Letter of the Promoters dated 13th April 2013.

The Reserved Area – A and the Reserved Area-B are collectively referred to as "the Reserved Area".



33. It is one of the integral term of the aforesaid Development Agreement that the Promoter shall not handover possession of the flats on the higher or similar floors in the said building to its purchasers unless the Promoter has handed over possession of the " the entire Owners' Allocation" duly complete in all respect along with Occupation Certificate.

34. One Pawan Kumar Arya has filed Notice of Lis-pendense and registered the same with the Sub Registrar of Assurances at Mumbai bearing Sr.No. BBE-1-2486-2015 in respect of immovable properties described in the Thirteenth Schedule hereunder written. The said Pawan Kumar Arya along with five others have filed a suit being suit no. 194 of 2015 in the Hon'ble High Court of Judicature at Bombay against Ravi Arya & Ors (ten Defendants) wherein the Promoter is the Defendant No.10. The Plaintiffs have settled the suit with the Promoter and have filed consent terms with the Promoter and an order dated 14th August 2015 is passed by Hon'ble Mr. G.S. Patel in the suit . The suit is withdrawn interalia as against the Promoter .

35. The Promoter has proposed amendment in the layout by reducing the available area for construction of PPL 2 and shall construct rehab wing B on such available land. The Promoter further proposes to change the plans of Sale Tower 1, Sale Tower 2 and Sale Tower 3. The changes proposed by the Promoter are in respect of the floors for which Occupation Certificate is not received by the Promoter. The proposed layout with such changes in the Sale Tower 1, Sale Tower 2 and Sale Tower 3 are annexed herewith as Annexure "4".

36. The Promoter shall complete the construction of the Club House and amenities to be provided in the Sale Plot by 2020.

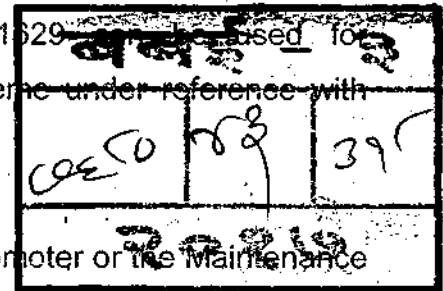
37. There shall be common amenities/ common areas and facilities provided for exclusive use of the Purchaser/s of Sale Tower 1, Sale Tower 2 and Sale Tower 3. The common amenities/common areas and facilities shall become operational not later than December 2020. It is clarified that the amenities and facilities sanctioned for the aforesaid three towers shall be for the exclusive use of the Purchaser/s of the aforesaid three towers only and they shall not be

shared with or accessible to the residents/allottees of other phases that may be developed by the Promoter on balance Larger Layout.

38. The Promoter's Second Property more particularly described on the Fourth Schedule hereunder written was wrongly designated as DPU 5.2 i.e. Electricity Transmission and Distribution Facilities. Vide order dated 2nd May, 2017 in Suit No.78 of 2016 before the Hon'ble High Court filed by Kala Vazirani & Ors. the Court has directed "the MCGM, SRA and the State Government in its Urban Development Department that within 45 days of the date of this order take the necessary steps, including under Section 37 of the Maharashtra Regional & Town Planning Act 1966, to formally correct and remove the error showing the designation of the electric receiving sub-station on the plot.

39. Earlier the electric supply for the scheme was proposed to be obtained from BEST Undertaking and as per their requirements as stated in the LOR dtd. 7.08.2012 a receiving station was to be proposed. The same was approved by SRA vide its letter u/no. SRA/ENG/1308/GS/ML/LOI dtd. 17.04.2014.

40. The Promoter has proposed to obtain the electric supply for the Scheme from TATA Power. The application for power supply to TATA power dtd. 07.03.2016 was acknowledged and accepted as seen vide the letter u/no. DCA/3000001147/1013 dtd. 14.03.2016. As seen in the letter, 5 nos. of substation are required to be proposed in Tower 1, 2 & 3. Thus, no receiving station is required and the land bearing C.S. No. 7E/1629 used for development as a part of the S.R. Scheme under reference with prior approval of the competent authority.



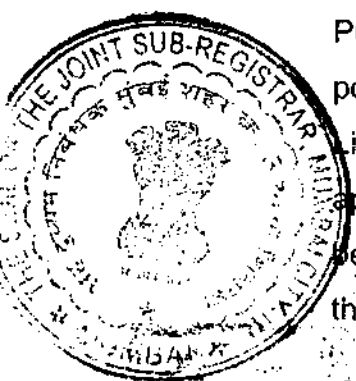
41. The Purchaser/s is/are aware that the Promoter or the Maintenance Agency nominated by the Promoter shall provide certain Maintenance Services in the said Sale Building until expiry of 2 years from the date of obtaining full Occupation Certificate of the first sale tower. The Purchaser/s hereby agrees to pay its share of costs, charges, expenses and fees payable for the said services to the promoter or the Agency as the case may be. Thereafter the said Society shall enter into Maintenance and Service Agreement with the Promoter and/or the said Agency appointed by the Promoter for Maintenance and Services in the said Sale Building



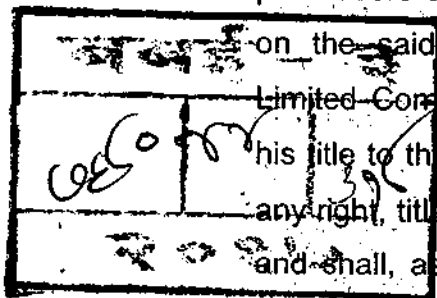
for such fees and on such terms and conditions as may be agreed upon. This condition is an essence of the contract.

42. The Purchaser/s is/are aware that Maintenance Agency has been mandated to keep the flats and building secured in all ways. In the above circumstances, the Maintenance Agency shall make a framework of guidelines to be followed and observed by the occupants/ visitors to the building. However, the entire internal security of the said flat shall be sole responsibility of the owner/ Purchaser/s/ occupant and the Promoter or the Maintenance Agency may not be able to control any such theft, loss or damage suffered by the owner/ Purchaser/s/ occupant.

43. The Purchaser/s agrees that the Purchaser/s shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as may be required for safeguarding the interests of the other Purchaser of flat(s) of the said sale building including the Purchaser/s. The Purchaser/s shall ensure that in the event the Purchaser/s gives possession of the said flat to any third party by way of lease or licensee or otherwise, such person shall from time to time, sign all applications, papers and documents and do all other acts, as may be necessary for safeguarding the interests of the Purchaser/s of the flat(s) of the said Building.



44. In case the Promoter is acting as an agent of the Vendor/Lessor/Original Owner of the said land, then, the Promoter hereby agrees that he shall before handing over possession of the flat/s to the Flat-purchasers and in any event before execution of a conveyance/(if the land is leasehold then) assignment of lease of the said land in favour of a corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed



on the said land (hereinafter referred to as "the Society"/"the Limited Company") make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Vendor/Lessor/Original Owner/the Promoter has/have absolute, clear and marketable title to the said land so as to enable him to convey to the said Society/Limited Company such absolute, clear and marketable title

on the execution of a conveyance/(if the land is leasehold then)assignment of lease of the said land by the Promoter in favour of the said Society/Limited Company.

45. The Promoter may at its sole discretion, form either a Co-operative Housing Society/ a common organization, as the Promoter may deem fit and that the Purchaser/s hereby consent/s to the same and shall not dispute the decision of the Promoter in this regard. The Promoter shall join in forming and registering the said Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Society and for becoming a member, so as to enable the Developer to register the Society/common organisation of the purchasers. There may be separate Co-operative Society or common organization in respect of each of the Towers of the Sale building standing on the said Sale plot or there may be one Co-operative Society or common organization of all the Sale Towers of the said building. The decision of the Promoter in respect of the formation of the Society and grant of Conveyance or Assignment of the said sale plot and the said building shall be valid and binding on the Purchaser/s and such Society/Societies or common organization/s. This decision to form a single entity or multiple entities shall thus constitute the said Society defined herein above in clause 11.

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46. The Purchaser/s is/are aware that the said 'Property is being developed in phase wise manner and that the Promoter will be in a position to convey the Promoters First Property to the Society/ Association of Flat Purchasers only once the development of the entire Property has been completed by the Promoter. The Promoter shall however endeavor to take all necessary steps to get the Conveyance of the Sale Building in favour of the Society/ Association of Flat Purchasers within a period of 4 (four) months from the date of registration of the Society. The conveyance/assignment/lease of the plots coming under Sale Building shall be done separately by the Promoter and/or Competent Authority. The Promoter shall convey the property bearing C.S.No.2/914 described as Promoter's first property in the



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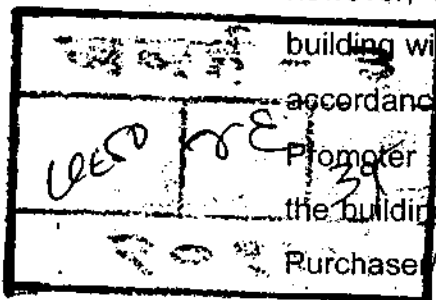
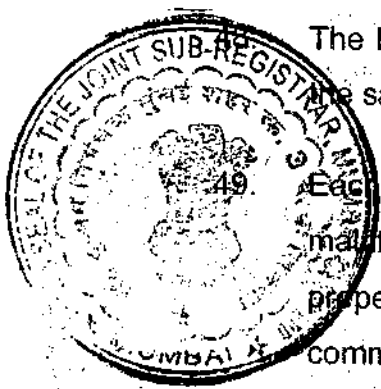
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Third Schedule hereunder written in favour of the society on such terms and conditions as may be mutually agreed. The Promoter shall endeavour to get the property bearing C.S.Nos.914, 4/914, 915, 1/913 and 1A/913 described as Kash Foods & Ors. Property in the Fifth Schedule hereunder written conveyed in favour of the society on such terms and conditions as may be mutually agreed. The Property bearing C.S.Nos.286(part), 793(part), 913, 1629(part) now numbered as C.S.No.7D/1629, 6/1629 now numbered as C.S.No.6A/1629 and 6B/1629 more particularly described in First Schedule hereunder and property bearing C.S.Nos.1/914 and 3/914 more particularly described in Second Schedule hereunder shall be leased by the Slum Rehabilitation Authority (SRA) for 30 years and as per the provisions of section 15A of the Slum Act at such annual lease rent as may be prescribed from time to time. The Promoter shall endeavour to take all necessary steps to get the Conveyance of the Promoter's first Property and Kash Food's & Ors. Property executed and registered.

47. The Purchaser/s is/are aware that there is going to be building(s) / wing(s) which shall be constructed on a portion of the said property for accommodating the eligible slum dwellers of the said property and the building where they will be accommodated will be called Rehab Building/Wing(s).

The Promoter shall also be entitled to sell the TDR and/or DRC of the said property any part thereof, exclusively for its own benefit.

Each of the Purchaser and/or the Society shall be liable to maintain, repair, renovate, reconstruct, re-build, on the said property the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the saleable building. Provided however, that any major repair work to the said flat and/or the building will be carried out by the Purchaser/s and/or the Society in accordance with the guidelines and directives laid down by the Promoter in consultation with its contractors so as not to damage the building. The liabilities shall arise to do so from the date of the Purchase/s is/are offered the possession on obtaining Occupation Certificate of their said flat or on execution of the Conveyance or Assignment of the said sale plot and the said building in favour of the society of which they may become member, whichever is

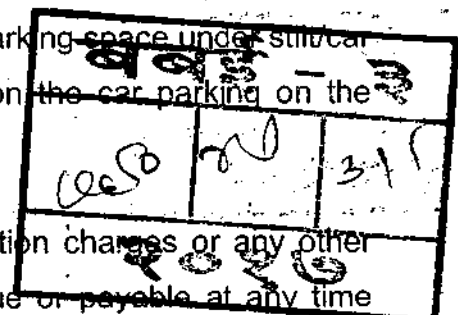
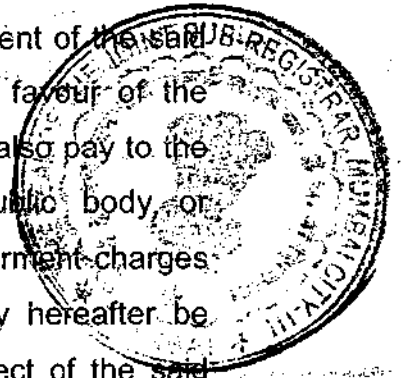


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earlier. Thereafter, the Promoter will not be liable to repair, maintain, renovate, reconstruct or re-build the said common facilities. Necessary covenants to this effect shall be made in the Conveyance or Assignment of the said sale plot and the said building to be executed in favour of the Society.

50. The Promoter shall give possession of the said flat to the Purchaser/s on or before the Possession Date mentioned on receipt of Occupation Certificate in respect of the said flat, subject to the normal trade circumstances and availability of building materials and other relevant factors, if any, beyond the control of the Promoter. The Purchaser/s shall be liable to take possession of the said flat and upon all the amounts paid by the Purchaser/s as mentioned in this Agreement within a maximum period of 15 days from the date of receipt of the notice thereof from the Promoter for this purpose.
51. The stamp duty and registration charges, including penalty, if any, payable in respect of this Agreement shall be borne and paid by the Purchaser/s alone. The Promoter/Confirming Party shall not be liable to pay or contribute any amount towards the same.
52. The Purchaser/s shall, in addition to all the other amounts due and payable under this Agreement, pay the stamp duty, registration charges and all other costs, charges and expenses relating to all other documents to be executed by the Purchaser/s and/or the Promoter or the Society till Conveyance or Assignment of the said sale plot and the said building of the property in favour of the Society and other outgoings. The Purchaser/s shall also pay to the Municipal Corporation, Government or other public body or authority his/her/their share of development or betterment charges or any other cess, tax, levy or payment that may hereafter be charged, levied or sought to be recovered in respect of the said Sale Plot, the said Building and other structures standing thereon or any part thereof or the said flat and car parking space under still car parking in the basement / car parking on the car parking on the Podium.
53. In the event of any stamp duty, registration charges or any other levy, cess, tax or payment becoming due or payable at any time before the Conveyance or Assignment of the said sale plot and the



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said building of the said property to the Society, the Purchaser/s shall deposit with the Promoter the amount proportionately or actually due in respect of the said flat before the Promoter give possession of the said flat or any time thereafter.

54. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise or assignment in law of any part of the said Building or the said sale plot or the said property to the Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc will remain the property of the Promoter until the said building in which the said flat is located is transferred to the Society/ Limited Company as mentioned elsewhere in this agreement.

55. The Purchaser/s shall, from the date of taking possession of their said flat:-

a) maintain the said flat at its own costs as a prudent person in good and tenantable condition;

b) not to use the same in violation of any provision of law applicable thereto;

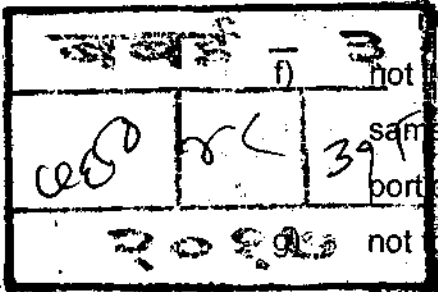
c) not to use the common areas/amenities for any other purpose except for which it is approved by the Competent Authorities in order to avoid the misuse of the same;

d) not to use or permit the same to be used for any purpose other than permissible under any law for the time being in force;

e) not to cause any nuisance or annoyance to the neighbors;

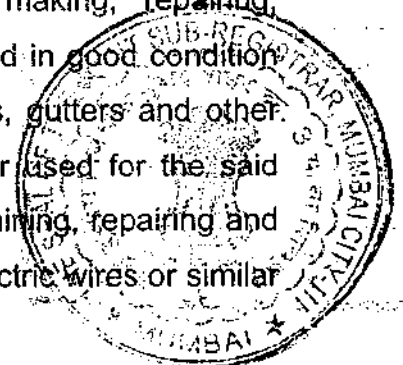
f) not to throw any dirt, rubbish or other refuse or permit the same to be thrown in the passage or in the compound or any portion of the said building;

g) not to do or suffer to be done anything in or about to the said building or the said flat or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Municipal Corporation, MHADA and/or any other concerned authority;



- h) not to do or cause to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or cause any increase in premium to be paid in respect thereof;
- i) not to demolish or cause to be demolished the said flat or any part thereof or make or cause to be made any change, addition or alteration whatsoever in or to the said flat or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said flat or any part thereof;
- j) not to refuse or neglect to carry out any work directed to be executed in the said building or in the said flat after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- k) not to encroach upon or make use of any portion of the said building or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the said flat;
- l) not to stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;
- m) not to restrain the Promoter or their servants and agents from entering upon the said flat for inspecting the same at any reasonable hours or from carrying out any construction or repair work on any part of the said building or the said flat for proper maintenance or continuation of the facilities and amenities provided therein including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;
- n) within 3 (three) years of the possession if the Purchaser/s points out in writing any defect in construction, then the said defect shall be rectified by the Promoter;

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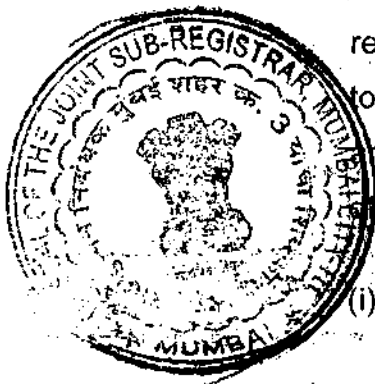


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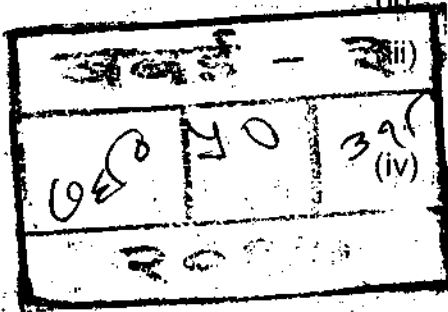
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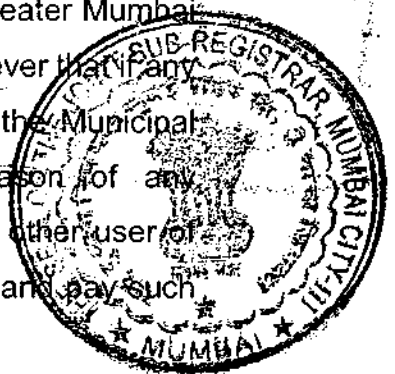
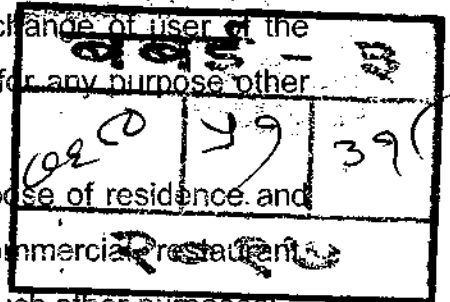
- o) become a member of the Society, or any other association or limited company formed by all such Purchasers of the said flat and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the said Society shall require him to do;
- p) observe, perform and comply with all the bye-laws, rules and regulations of the said Society;
- q) not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the building in which the said flat is situated or storing of which goods, is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or likely to damage the staircase, common passage or any other structure of the building and the said flat(s).
- r) the Purchaser/s shall pay to the Promoter the monthly contribution as may be determined by the Promoter from time to time due for the period commencing from seven days after the said flat is offered for occupation by the Purchaser/s regularly on or before the 5th day of each and every month towards his/her/their provisional proportionate share of any and other expenses, outgoings and expenses due in respect of the said flat on account of the following, interalia viz.: -



- (i) maintenance, repairs to the building, the compound, the compound walls, water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;
- (ii) cost of keeping the property clean and lighted;
- (iii) Decorating and/or painting the exterior of the building and passages and staircases;
- (iv) Municipal and other taxes, cesses, levies and premia in respect of the insurance of the building, the said sale plot revenue, assessments, of land under construction as well as completed building etc.;
- (v) salaries and wages of persons employed for watching and/or cleaning the property, operating water-pumps, maintaining records, etc.;



- (vi) water & Sewerage charges & taxes etc.;
 - (vii) electricity charges for lifts and for salaries of liftmen;
 - (viii) sinking & other funds as may be determined by the Promoter;
 - (ix) rent & cost of water meter or electric meters;
 - (x) cost of water supplied by water tankers;
 - (xi) all other outgoings due in respect of the said property including those incurred for the exclusive benefit of a Purchaser/s and/or his tenement/ said flat;
 - (xii) any other charges/fees for the maintenance or service of the amenities provided for the use of the Purchaser/s;
- s) not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and sale building in which the said flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the said building and/or the said flat;
- t) to pay to the Promoter within 7 days of demand by the Promoter, their share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the building in which the said flat is situated;
- u) to bear and pay increase in, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of user of the said flat by the Purchaser/s, viz. user for any purpose other than for commercial purpose;
- v) the said flat shall be used for the purpose of residence and shall not be utilized for showroom, commercial restaurant, coaching classes, warehouse, or any such other purposes;
- w) pay proportionate share of property tax as per the prevailing rate/method to the Municipal Corporation of Greater Mumbai assessed on the whole building Provided However that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than for residence or any other user of the said flat, the Purchaser/s alone shall bear and pay such special taxes and rates;



- x) shall not put any signage or board in the said building or any part thereof or outside the said flat except as may be permitted by the Promoter;
- y) not to fix any grill(s) or any other objects outside the window(s) and/or main door of the said flat other than what has been provided by the Promoter at the time of giving possession of the said flat;
- z) Not to tamper with the elevation and aesthetics of the building in any manner whatsoever.

56. The Developer has informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter and or the said Society will be required to provide right of way to all development plan reservation of the layout till the time alternate access is made available through any other Public Road/ Municipal Corporation Road/ D.P. Road.

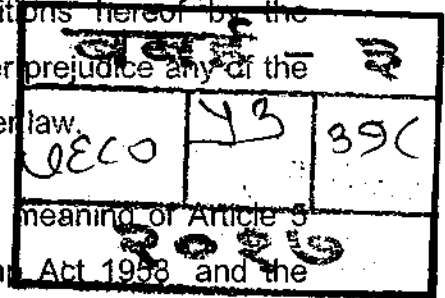
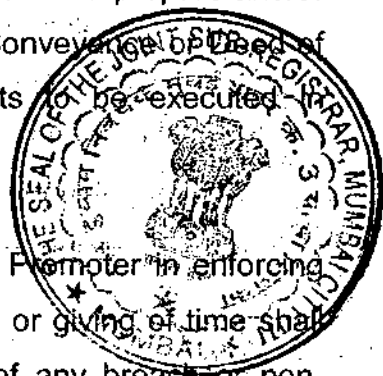
57. The amounts of deposits and outgoings payable by different Purchaser have been provisionally fixed by the Promoter and the Purchaser/s shall be bound by the same. After the execution of Conveyance or assignment in favour of the Society, the Society may revise and re-fix the amounts payable for the said flat. The excess of collections, if any, by the Promoter over the outgoings shall be paid over by the Promoter to the Society on execution of Conveyance or Assignment of the said sale plot and the said building on the said property to it as if it constituted a part of the deposit collected under this clause, subject to adjustment and treatment in the same manner as herein mentioned. If the amount of monthly contribution fixed by the Promoter is found to be short, the Purchaser/s shall pay to the Promoter such revised amount as may be fixed by the Promoter.

58. The Purchaser/s has/have represented and warranted to the Promoter that it has the power and authority to enter into and execute this Agreement.

59. This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous correspondence and applications between the parties, wherever written, oral or implied, if any, concerning the matters.

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60. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed and signed by the parties. The terms and conditions and various provisions embodied in this Agreement shall be incorporated in the Conveyance deed and shall form part thereof.
61. The Purchaser/s shall lodge the original hereof for registration with the Sub-Registrar of Assurances at Mumbai within one month from the date hereof and after due intimation the Promoter shall attend such office and admit execution of the Agreement for sale.
62. The Promoter hereby confirms all the terms and conditions as are applicable to it.
63. The Promoter shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However the name of the said Building shall not be changed by the said Society, or association or limited company formed by all such purchasers of flats of said Building without written consent of the Promoter.
64. The Advocates and Solicitors for the Promoter shall prepare and/or approve as the case may be the Deed of Conveyance, Deed of Assignment, other supplemental documents to be executed pursuant of this Agreement.
65. The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser/s nor shall the same in any manner prejudice any of the Promoter's rights hereunder or otherwise under law.
66. The Purchaser/s is/are a person/s within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of one year from the date of this agreement be entitled for adjustment of duty if any paid on this agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in



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the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

67. All letters, receipts and/or notices dispatched by the Promoter under Certificate of Posting/courier to the Purchaser/s at his/her/their address given in the Agreement shall be deemed to have been properly delivered to them on the 7th (seventh) day of its posting. That the Purchaser/s shall have their complete and correct address(es) registered with the Promoter at the time of registration and it shall be their responsibility to inform the Promoter by registered post acknowledgement due about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the first registered address(es) shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address(es) and the Purchaser/s shall be responsible for any default in payment and other consequences that might occur there from.

68. Even if the Conveyance or Assignment of the said Sale Plot and the said Building is executed in favour of the Society, the Promoter will not be bound to hand over possession of the said flat to the Purchaser/s or to the Society unless and until all the amounts which are due and payable by the Purchaser/s to the Promoter and the Confirming Party under this Agreement or otherwise are paid along with interest, if any, to the Promoter. The Promoter Party shall have lien for unpaid price along with interest, if any, payable to the Promoter as also for any other amount payable by the Purchaser/s to the Promoter. Till such amount with interest, if any, is paid to the Promoter/Confirming Party, the Purchaser/s or the Society will not be entitled to possession of the said flat. The possession of the Promoter shall continue till then.

69. The Allottee/s shall, on or before delivery of possession of the said Flat/Apartment/Premises keep deposited with the Promoter, the following amounts:

(i) Rs. 600/- (Rupees Six Hundred Only) for share money application, entrance fee of the Society or Limited Company/Federation/Apex Body;

- (ii) Advance interest free maintenance deposit for a period of 24 (twenty four) months, as may be intimated by the Promoter to the Purchaser, on intimation of possession of said flat towards provisional contribution in respect of Common Area Maintenance ("CAM"), outgoings of Society or Limited Company/ Federation/ Apex body;
- (iii) **Rs. 60,000/- (Rupees Sixty Thousand Only)** for formation and registration of the Society or Limited Company/Federation/ Apex body;
- (iv) **Rs. 100,000/- (Rupees One Lakh Only)** for Deposit towards Water, Electric, and other utility and services connection charges;
- (v) Refundable deposit (without interest) of Rs. 500,000/- (Rupees Five Lakhs only) related to building maintenance or security/safety of the said building;
- or
- (vi) **Rs. 5,00,000/- (Rupees Five Lakhs only)** towards deposit

The maintenance deposit is exclusive of Municipal taxes which will be charged/ billed to the Allottee/s by the Promoter on the basis of actual as per the bill/demand raised by local Municipal Authorities concerned.



The above charges are tentative and subject to increase or to be charged at actuals to be confirmed at the time of handing over possession of the said Flat(s)/Apartment(s).


The Promoter shall not be liable to render any account for the amount so collected at (iii) and (iv) above.

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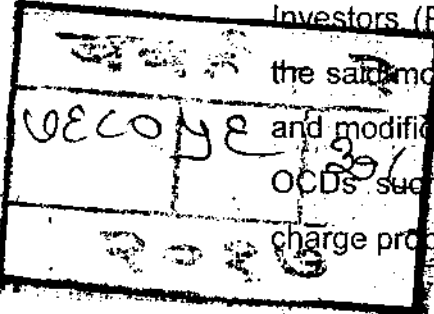
70. By and under an Optionally Fully Convertible Debenture Subscription Agreement dated 25th August 2011 (hereinafter referred to as "the **Debenture Subscription Agreement**") executed *inter-alia* between Promoter and the IL&FS Trust Company Limited, (trustee to INDIAREIT Fund Scheme IV and acting in representative capacity of a trustee for INDIAREIT Fund Scheme IV, the fourth scheme of INDIAREIT Fund) (hereinafter referred to as the "Investor /Debenture

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Holder"), the Promoter has agreed to issue to the Debenture Holder and the Debenture Holder has agreed to subscribe to 19,900 (Nineteen Thousand Nine Hundred) unlisted secured redeemable optionally fully convertible debentures of Rs.1,00,000/- (Rupees One Lac) each aggregating to Rs.199,00,00,000 (Rupees One Hundred and Ninety Nine Crores) on a private placement basis in the manner and on the terms and conditions as contained therein. The Promoter has agreed to create a lien on the Project Escrow Account and a legal mortgage in favour of the Debenture Trustee of the Non Slum Land and the free sale component of the Slum Land, interalia on the property which is forming part of "the said mortgaged property" subservient only to the First Mortgage created in favour of Yes Bank Limited. By "Debenture Trust Deed" dated 1st March, 2012 made between the said Promoter and IDBI Trusteeship Services Ltd. duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No.BBE2/01421/2012, a second charge had been created in relation to the property which is forming part of "the said mortgaged property" in favour of IDBI Trusteeship Services Ltd. towards the due repayment of all sums relating to the 19,900 (**Nineteen Thousand Nine Hundred**) Secured Redeemable Optionally Convertible Debentures of Rs.1,00,000/- (Rupees One Lakh) ("OCDs") each issued by the Promoter together with interest and other charges due and payable in relation thereto. By First Amendment Debenture Subscription Agreement dated 7th July, 2016 read with Second Amendment Debenture Subscription Agreement dated 15th February, 2017, the parties have revised certain terms and conditions of the aforesaid debentures more particularly mentioned therein.



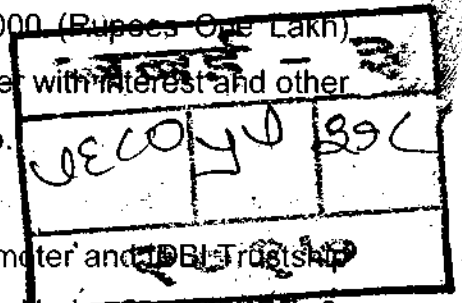
71. By its letter dated 16th May, 2012 the Promoter addressed to IDBI Trusteeship Services Ltd. requested for granting NOC in favour of Investors (PHL and PHL Finance) for creation of second charge on the said mortgaged property in the said IDBI's favour to secure NCDs and modification of charge created in the said IDBI's favour to secure OCDs such that the same would rank subservient to the second charge proposed to be created by the Promoter to secure the NCDs.



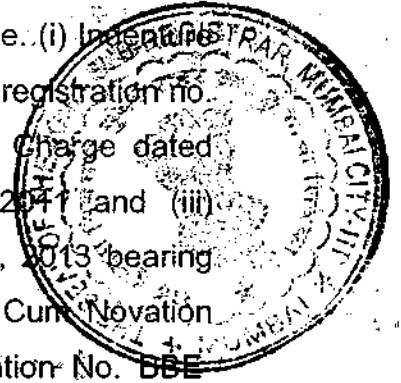
72. By Letter dated 17th May, 2012 issued by IL & FS Trust Company Ltd. to IDBI Trusteeship Services Ltd. informed IDBI that as trustee to Indiareit Fund Scheme IV it was decided to cede second charge on all the properties and assets as per Debenture Trust Deed dated

1st March, 2012 with reference to IL&FS Trust Co.Ltd. Investment of Rs.130 Crores in the said Promoter. Consequently IL&FS Trust Co. Ltd. will have a charge subservient to the second charge to be created in favour of the IDBI Trusteeship Services Ltd. acting for and on behalf of the debenture holders of the proposed issue of RS.130 Crores. IL&FS Trust Co. Ltd. has agreed to change in rank of charge from second charge to subservient charge.

73. Thereafter by "Debenture Trust Deed" dated 17th May, 2012 made between the Promoter, Mr. Kamal Kishor Gupta, Mr. Babulal Varma and IDBI Trusteeship Services Ltd. duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No.BBE2/03434/2012 was executed. Under the said "Debenture Trust Deed" dated 17th May, 2012 second charge has been created inter alia on the said mortgaged property in favor of IDBI Trusteeship Services Ltd. towards the due repayment of Rs.130 crores relating to the issue of Non-Convertible Debentures aggregating to 13,000 (Thirteen Thousand) secured redeemable non-convertible debentures of Promoter having face value of Rs. 1,00,000 (Rupees One Lakh) each to be issued by the Promoter together with interest and other charges due and payable in relation thereto.



74. By an Indenture of Mortgage between Promoter and IDBI Trusteeship Services Ltd. registered with Sub-Registrar Under Sr. No. BBE--3-281-2014 executed on 13.01.2014, being a composite Indenture executed in respect of Facilities to the extent of Rs. 1080 Crores availed by the Promoter under various documents i.e. (i) Indenture of Mortgage Cum Charge dated 16.07.2010 bearing registration no. BBE-3/7572/2010; (ii) Indenture of Mortgage Cum Charge dated 16.12.2011 bearing registration no. BBE-2/8827/2011 and (iii) Indenture of Mortgage Cum Charge dated 3rd May, 2013 bearing registration no. BBE-5/2162/2013 (iv) Assignment Cum Novation Agreement dated 05th July, 2013 bearing registration No. BBE-2/4478/2013 for assignment of Rs. 200 crores from Yes bank to Allahabad Bank (v) Assignment Agreement dated 28th September, 2013 bearing registration No. BBE-5/4408/2013 for assignment of Rs. 325 Crores from Yes Bank to IFCI Limited ("Existing loan documents"). By the aforesaid Indenture of Mortgage dated 13th January, 2014, charges created under Existing Loan Documents were replaced at the request of said Lenders (i.e. Yes Bank



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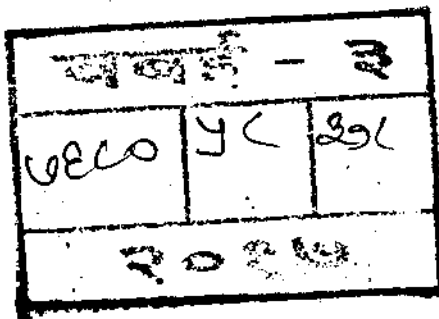
Limited, Allahabad Bank and IFCI Limited) by creation of First ranking pari passu charge on the properties/assets more particularly described in Schedule I, II & III ("**Underlying Securities**") of the said Indenture of Mortgage Cum Charge dated 13/01/2014 and more particularly described in the Tenth Schedule hereunder written in favour of IDBI Trusteeship Service Limited on behalf of Facilities extended by said Lenders under the aforesaid Existing Loan Documents i.e. Yes Bank Limited (Rs. 555 Crores), Allahabad Bank (Rs. 200 crores) and IFCI Limited (Rs. 325 crores) for the aggregate facility of Rs. 1080 crores. Thereafter, by various documents listed hereunder the Promoter further modified the charge created on the Underlying securities as under:-

- a. By an Indenture of Mortgage cum Charge dated 30th September, 2014 between Promoter as "Mortgagor" or "Borrower" and Yes Bank Ltd. as "Lender" or "Bank" registered with Sub-Registrar of Assurance under serial number BBE-1/8873/2014, the Promoter has inter alia extended the First charge over the Underlying Securities on pari passu basis in favour of Yes Bank Limited for securing the repayment of the Facility of INR 4,000,000,000/-.



- b. Thereafter By a Deed of Assignment dated 31st March 2015 executed inter alia by Yes Bank as assignor and Bank of Maharashtra as Assignee and registered under sr.no. BBE2-6050-2015, Yes Bank assigned a portion of its Facility to the extent of Rs. 75 crores to Bank of Maharashtra together with its right, title and interest in the Underlying Securities on pro-rata basis.

- c. By and under a Deed of Assignment dated 12th May 2015 and executed between Yes Bank Limited, Omkar Realtors Buildwell Private Limited ("**ORBPL**") and the Promoter and registered with office of sub-registrar of assurance at Mumbai under registration sr.no. BBE-2-4641-2015 ("**ORBPL Deed of Assignment**"), Yes Bank Limited assigned portion of its loans /facilities (under the Mortgage cum Charge dated 13th January 2014 bearing Serial No. BBE3-281 of 2014 and Indenture of Mortgage cum Charge dated 30th September, 2014 bearing Serial No. BBE1-1873 OF 2014) aggregating to Rs.



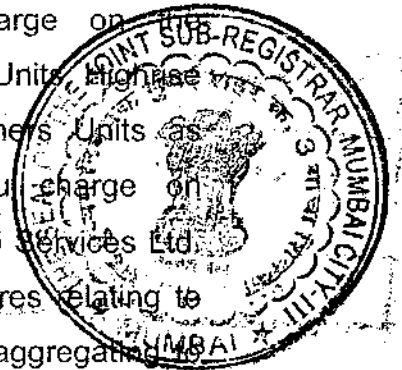
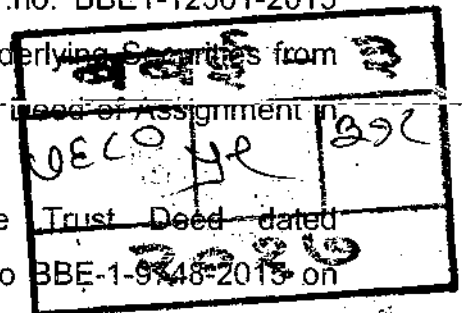
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400,00,00,000/- (Rupees Four Hundred Crores only) ("Assigned Loans") together with the Mortgaged Properties (defined as Underlying Security Interest in the said Deed of Assignment) as provided in Third Schedule contained therein to Omkar Realtors Buildwell Private Limited for an aggregate consideration of Rs.400,00,00,000/- (Rupees Four Hundred Crores only).

d. By a Deed of Rectification dated 20th June, 2015 between the Promoters and Yes Bank Ltd. and registered with office of Sub-Registrar of Assurances at Mumbai under registration number BBE-2-6047/2015 to further modify / rectify the Term Loan facilities of Rs.400 crores to include the sub limits of the Term Loan of Rs.375 crores and Rs.25 crores respectively without any enhancement or increment in the overall amount of facilities.

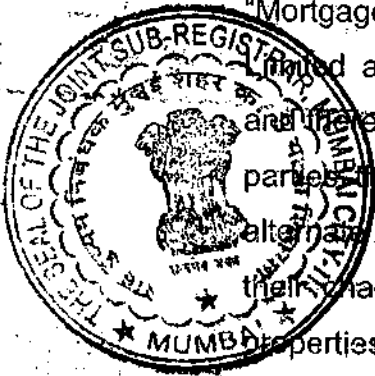
e. Pursuant to No dues certificate granted by ORBPL upon Promoter repaying all the outstanding dues including Rs. 400 Crores together with interest thereon under the ORBPL Deed of Assignment, ORBPL executed Deed of Re-conveyance dated 30th November 2015 in favour of the Promoters herein and registered with office of Sub-registrar of Assurances under sr.no. BBE1-12501-2015 for reconveying /releasing the underlying Securities from the mortgaged under the ORBPL Deed of Assignment in favour of Promoter.

f. Subsequently by a Debenture Trust Deed dated 25/08/2015 registered under sr.no BBE-1-9448-2015 on 26th August 2015, executed interalia between Promoters and IDBI Trusteeship Services Limited, the Promoter has interalia created First Pari passu charge on the Underlying Securities (excluding Identified Units, Highrise Sold Units, Project Sold Units and Owners Units as defined therein) and Second paripassu charge on Identified Units in favor of IDBI Trusteeship Services Ltd. towards the due repayment of Rs.400 crores relating to the issue of Non-Convertible Debentures aggregating Rs. 400 (Four Hundred) secured redeemable non-convertible debentures of Promoter having face value of Rs. 1,00,00,000 (Rupees One Crore) each to be issued by



the Promoter together with interest and other charges due and payable in relation thereto

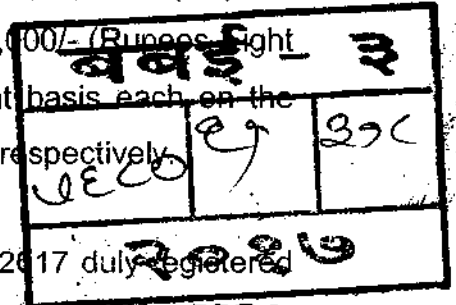
75. By an Indenture of Mortgage cum Charge dated 13th February, 2015 with Yes Bank Ltd/ A/c High-rise Facility Solution Pvt. Ltd. ("Highrise") registered with Sub-Registrar under serial number BBE-1/1914/2015, a security is created in respect of property more particularly described in Schedule Eleventh hereunder comprising of (i) Fees, collections and contractual receivables along with all current assets of the borrower i.e. High Rise Facility (both present & future) along with escrow of the same as defined in Part B,C, D & E of Schedule III mentioned therein as exclusive charge; (ii) 12 flats comprising of saleable area admeasuring to 100849 square feet in the proposed Project of Omkar 1973, Worli as defined in Part A of Schedule III as exclusive charge (hereinafter referred to as "Highrise Units"); and (iii) charge on the Worli 1973 project cash flows as defined in Part F of Schedule III subservient charge to all the existing lenders for a term loan of Rs.220 crores (Rupees Two Hundred Twenty crores only). By a registered Deed of Reconveyance dated 24th May, 2016 between Yes Bank Limited as "Mortgagee" in favour of M/s. High Rise Facility Solution Private Limited as "Borrower" or "Mortgagor 1" and the Promoter herein and therein referred to as "Mortgagor 2", it was agreed between the parties that the Mortgagors shall provide security in the form of alternate flats and in lieu of the same, the Mortgagee shall release their charge and reconvey unto the Mortgagors the immovable properties consisting of 7 flats absolutely and forever. By a registered Deed of Rectification dated 24th May, 2016 between M/s. Highrise Facility Solutions Private Limited as "Borrower" or "Mortgagor 1" and the Promoter herein and therein referred to as "Mortgagor 2" in favour of Yes Bank Ltd. as "Mortgagee" or "Lender" it was agreed by the parties to replace 7 specified units with 6 new flats. Pursuant to the Deed of Reconveyance and Deed of Rectification, the list of flats is described in Part A of the Eleventh Schedule mentioned hereunder.



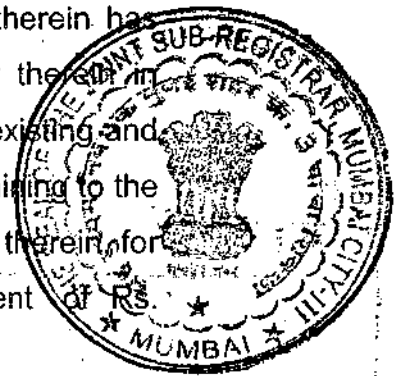
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76. Pursuant to (i) Debenture Trust Deed dated 29th June, 2015 registered under sr.no. BBE1-7561 of 2015 (ii) Supplemental cum Rectification to the Debenture Trust Deed dated 15th September 2015 registered under sr.no. BBE1-10561-2015 (iii) Supplemental

to the Debenture Trust Deed dated 8th December 2015 registered under sr. no. BBE1-12743-2015 and (iv) Supplemental to the Debenture Trust Deed dated 22nd February, 2016 registered under serial number BBE-1-1489/2016 (v) Supplemental to the Debenture Trust Deed dated 17th March, 2017 registered under serial number BBE-3-1556-2017 (collectively referred to as "said Deeds"), inter-alia executed between Omkar City Development Private Limited (OCDPL), Omkar Realtors & Developers Private Limited and IDBI TRUSTEESHIP SERVICES LIMITED as the Debenture Trustee therein and First Charge by way of mortgage was created on the First Identified Units, Second Identified Units, Third Identified Units and Fourth Identified Units in the 1973 Worli Project (hereinafter collectively referred to as "said Identified Units") and more particularly described in schedule fourteenth hereunder in favour of the Debenture Trustee therein to secure the funds raised by OCDPL by issuance of 800 secured, redeemable, non-convertible debentures of face value Rs. 1,00,00,000/- (Rupees One Crore only) aggregating to Rs. 800,00,00,000/- (Rupees Eight Hundred Crores Only) on a private placement basis each on the terms and conditions set out in the said Deeds respectively.



77. By a Deed of Mortgage dated 22nd February, 2017 duly registered with the Joint Sub-Registrar, Mumbai City under Sr. No. BBE-3-1058-2017 entered into between Omkar Realtors & Developers Pvt. Ltd. as Borrower or Mortgagor of the One Part and Yes Bank Ltd. as Lender of the Second Part and IDBI Trusteeship Services Ltd. as Security Trustee of the Third Part, the Mortgagor therein has created a pari-passu charge in favour of the Lender therein in respect of the properties including project receivables/ existing and future receipts/ collections and insurance proceeds pertaining to the Project, and more particularly mentioned in Schedule III therein, for securing the repayment of credit facility to the extent of Rs. 5,000,000,000/- (Rupees Five Billion Only).



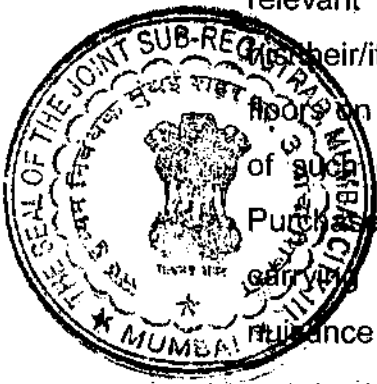
78. Director of the Promoter Mr. Gaurav Gupta has given an Undertaking in favor of MCGM dated 14th March, 2007. Under the said Undertaking there is a clause No. 9 which is reproduced herein

"Omkar has undertaken not to sell such earmarked area on the approved plan in open market unless full and final payment of

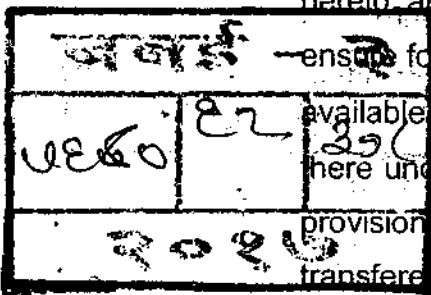
capitalized value is paid to MCGM." On 13th October, 2008, 10% (ten percent) of the capitalized value was paid by the Promoter to MCGM. Subject to Promoter making full and final payment for capitalized value to MCGM in respect of the earmarked portion, the Promoter shall be able to sell any flat of such earmarked portion. The earmarked portion is more particularly described in the twelfth schedule hereunder written and which is hereinafter called the said MCGM earmarked area."

79. The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority, at the time of sanctioning the plans and shall before handing over possession of the said flat to the Purchaser/s obtain Building Completion Certificate from its registered Architect of the said building / part thereof.

80. Notwithstanding whatever may have been mentioned hereinabove, the Purchaser/s is/are aware that the Promoter may construct further storey's on the said tower as may be permissible as per relevant rules and regulations. The Purchaser/s hereby gives their/its consent to the Promoter to construct such additional floors on the said building. However, costs, charges and expenses of such construction shall be borne and paid by the Promoter. Purchaser/s and the Society of the Flat Purchasers will not object in carrying out such construction by the Promoter on ground of nuisance or on any other ground.



81. The Promoter shall enter into separate agreements with the Purchaser of different flats in the said building for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and such other agreements shall ensue for benefit of all Purchasers in the said Building and shall be available for enforcement not only against the respective Purchaser here under but also against all Purchasers in the building and the provisions of such agreements shall bind to the extent applicable, transferees of the said flat from the original Purchaser also.



82. Copy of Title Certificate of Law Firm of Khona dated 16th November, 2010, 24th November, 2010, 25th March, 2014, 1st April, 2014 and 16th April, 2015 in respect of Sale plots hereto annexed

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and marked **Annexure '5'**. Copy of the Property Card of the said property is hereto annexed and marked **Annexure "6"**. A copy of the floor plans of the said flat delineated in **Red ink** is hereto collectively annexed and marked **Annexure "7"**.

83. The Purchaser/s shall pay proportionate share of property tax as per the prevailing rate/method to the Mumbai Municipal Corporation assessed on the land and building along with arrears, if any from the date of handing over possession of the said flat to the Purchaser/s. Provided however that if any special taxes and/or rates are demanded by the Municipal Corporation or any other authority by reason of any permitted use other than car parking or any other use of the said flat, the Purchaser/s alone shall bear and pay such special taxes and rates.

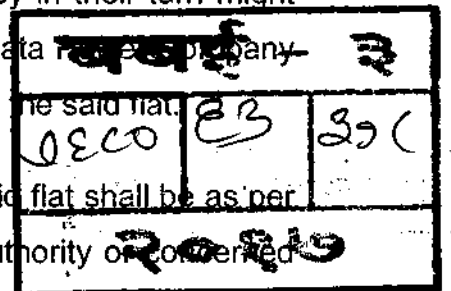
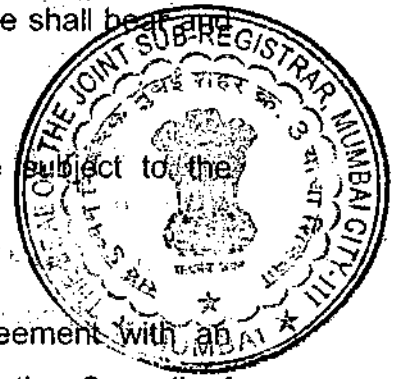
84. All disputes concerning this agreement shall be subject to the jurisdiction of courts in Mumbai.

85. The Promoter has entered into a standard agreement with an Architect Mr. Anand V. Dhokay, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter have appointed BuroHappold as structural Engineer for preparation of the structural design and drawings of the Building and the Purchaser/s accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the said Building. The Promoter has appointed BuroHappold as R. C. C. Consultant.

86. At the time of taking possession of the said flat, the Purchaser/s shall pay to the Promoter such amount as they in their turn might have paid to the Reliance Energy Limited or Tata Power Company Ltd. as deposit for electric meters to be fitted to the said flat.

87. The Purchaser/s agrees that the size of the said flat shall be as per the plans approved by Slum Rehabilitation Authority or concerned statutory authority which are already inspected by the Purchaser/s and have completely satisfied itself in respect thereof and the Purchaser/s shall not make any grievance alleging the inadequacy of area of the said flat to Slum Rehabilitation Authority.

88. Further the Purchaser/s agrees that it shall not misuse the area earmarked in the approved plans for any other purposes than using



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the same for which it is approved by the Concerned Authority/ies and shall also ensure that the society or any other organization to be formed by the Purchasers of flats, as stated hereinabove, shall not misuse the area earmarked in the approved plans for any other purposes than using the same for which it is approved by the Concerned Authority/ies.

89. If any dispute, difference or question shall arise between the parties hereto or any person or persons claiming through any party hereto or between the persons claiming through the parties hereto with regard to interpretation of any one or more clauses herein or as to the rights, liabilities and obligations of the parties or accounts or as to the damages, then the same shall be referred to arbitration. Arbitration proceedings shall be under the provisions of Arbitration & Conciliation Act, 1996 or any modification or re-enactment thereof.

In Witness Whereof the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.



The First Schedule Above Referred To

that piece or parcel of land bearing CS Nos.286 (part), 1629(part) now renumbered as 7D/1629, 6/1629 now renumbered as 6A/1629 and 6B/1629, 913 and 793(part) of Lower Parel Division admeasuring 27665.3 sq. mts. or thereabouts situated at Pandurang Budhkar Marg, Worli within the registration Sub-District and District of Mumbai city and bounded as follows:

On or towards East – C.S.Nos.2/914, 914, 4/914, 3/914, 1/914, 915, 913, 1A/913, 1/913, 793 & Century Mill.

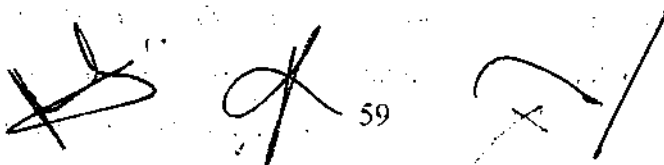
On or towards West – Asphalt Plant, C.S.No. 7E/1629, Mehra House, Udyog Bhavan, C.S.No.1629(pt), C.S.No.1545, 1546 & 286(pt) & Neelam Centre

On or towards North – by land bearing C.S. No.286(part), 1629(pt)

On or towards South – by Pandurang Budhkar Marg, C.S. No. 1629(part)

The Second Schedule Above Referred To:

(the Government's Property)



All that piece or parcel of land bearing C.S. No.1/914 of Lower Parel Division admeasuring about 41.81 square meters or thereabout and C.S.No.3/914 of Lower Parel Division admeasuring 174.75 square meters or thereabouts situated at Pandurang Budhkar Marg, Worli within the registration Sub-District and District of Mumbai city and Suburban and bounded as follows:

BOUNDARY OF C.S. NO.1/914 :

On or towards East – by land bearing C.S. No. 3/914
On or towards West – by land bearing C.S. No. 286
On or towards North – by land bearing C.S. No. 3/914
On or towards South – by land bearing C.S. No. 915

BOUNDARY OF C.S. NO. 3/914 :

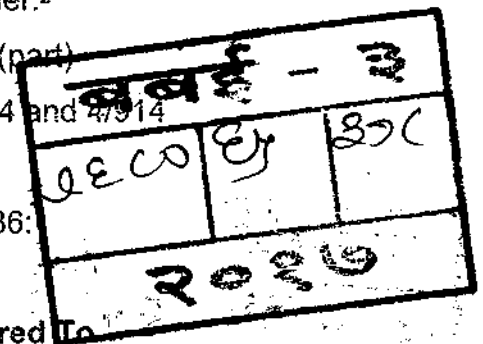
On or towards East – by land bearing C.S. No. 913.
On or towards West – by land bearing C.S. No. 286 and 1/914
On or towards North – by land bearing C.S. No. 914 and 4/914
On or towards South – by land bearing C.S. No. 915



The Third Schedule Above Referred To
(the Promoter's first property)

All that the lands being Collector's Old Nos. 86,15,151,153,161,162 and 412 Collector's New Nos. B/11990 and 12446 and Laughton's Survey No.3002 (Part) bearing Cadastral Survey No.2/914 of Lower Parel Division admeasuring according to Title Deeds 2981.72 sq.yds. and according to the Property Register Extract 2396.80 sq.mtrs. but ascertained on actual survey admeasuring 2391 sq.mtrs. or thereabout within the Registration Sub-District and District of Mumbai City and Mumbai Suburban together with the structure standing thereon and bounded as under:-

On or towards the North : by land bearing CS No.286(part)
On or towards the South : by land bearing C.S. No.914 and 4/914
On or towards the East : by land bearing CS No.913
On or towards the West : by land bearing C.S. No.286



The Fourth Schedule Above Referred To
(The Promoter's second property).

All that piece or parcel of land or ground situate, lying and being Hind cycle of Road Worli, Mumbai bearing Plot No.250B of Worli Estate Scheme No.52 which is bearing Cadastral Survey no.1629 of Lower Parel Division and in a lease executed by Municipal Corporation in favour of the said Society the same is mentioned as Cadastral Survey No.7/1629 (Part)

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and now bearing C.S.No.7E/1629 of Lower Parel Division admeasuring 1293 sq.mtrs., or thereabout together with all the structures standing thereon including a building standing thereon known as Crest House within the Registration Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the North – by Municipal Asphalt Plant,
 On or towards the South – by Mehra House
 On or towards the East – by Proposed 12.20 Wide DP Road
 [CS No.286 (part)];
 On or towards the West – by CS No.7A/1629



The Fifth Schedule Above Referred To
(the Kash Food's Property).

All that piece and parcel of land bearing CS Nos.914, 4/914, 1/913, 1A/913 and 915 of Lower Parel Division admeasuring 4134 sq. mts. or thereabouts situated at Pandurang Budhkar Marg, Worli, Mumbai.

The Sixth Schedule Above Referred To
(the Promoter's third Property)

All that piece and parcel of land containing by admeasurements 1848 sq. yards equivalent to 1545.16 sq. mtrs.or thereabouts bearing C. S. No. 914 of Lower Parel Division situated at Pandurang Budhkar Marg, Worli.

The Seventh Schedule Above Referred To
(the said Sale Plot)

All that piece and parcel of land bearing CS Nos.2/914, 4/914, 914, 3/914, 1/914, 915, 1A/913(part), 913(part) and 286(part) admeasuring about 14501.93 sq. mtrs.or thereabouts of Lower Parel Division, Worli within the registration Sub-District and District of Mumbai city and Suburban and bounded as follows:

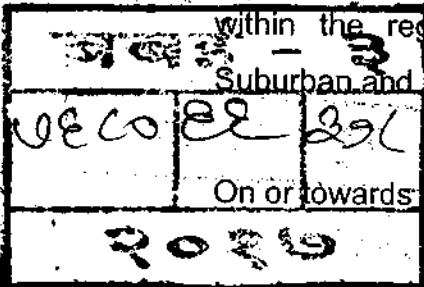
On or towards North : Proposed 22.80 mtrs. wide DP Road
 [CSNo.286(part)]

On or towards South : Rehab Plot

On or towards East : Century Mill

On or towards West: Proposed 12.20 mtrs. wide DP Road

[CS No.286(part)]



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The Eighth Schedule Above Referred To

(the said proposed access road).

All that piece and parcel of land bearing CS Nos.286(part), 2/914(part), 7E/1629(part) and 793(part) of Lower Parel Division admeasuring 10943.42 sq. mtrs. or thereabouts, Worli within the registration Sub-District and District of Mumbai city and Suburban and bounded as follows:

On or towards North : Proposed 22.80 mtrs. wide DP Road

[C.S.No.286(part)]

On or towards South : Pandurang Budhkar Marg [C.S.No.286(part)]

On or towards East : Sale and Rehab Plots

On or towards West : 7E/1629, Mehra House, Udyog Bhavan
1629(part), 1545 and 1546.

The Ninth Schedule Above Referred

(“the said flat”)

Flat No. 4802 on the 48th floor in Sale Tower viz. “A” in the Building known as “Omkar 1973 Worli” lying and located on the property bearing C.S.Nos. 2/914, 4/914, 914, 3/914, 1/914, 915, 1A/913(part), 913(part) and 286(part) admeasuring about 14501.93 sq. mtrs. or thereabouts of Lower Parel Division and more particularly described in the Seventh Schedule herein above written. The carpet area of the said flat (inclusive of enclosed balcony and door jams attached thereto all internal walls and pillars, if any) is 115.04 sq. mtrs. as per the sanctioned plans.

Tenth Schedule

“the said mortgaged property/ Underlying Securities ”

SCHEDULE I

DESCRIPTION OF PROPERTIES

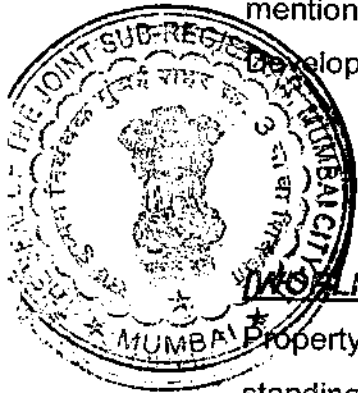
PART A

[WORLI – SRA PROJECT]

Property being saleable FSI admeasuring 55668.44 sq. mtrs. permitted to be constructed over all that piece and parcel of land bearing C.S. No. 286 (pt), 793 (pt), 913, 1/914, 3/914, 1629 (pt) and 6A/1629 and 6B/ 1629 (erstwhile 6/1629) alongwith adjoining non slum plot bearing CS No. 1/913, 1A/913, 914, 2/914, 4/914 and 915 and 7E/1629 (Crest Scheme

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plot No. 250 B) admeasuring in aggregate 37,674.29 sq. mtrs. situated at Village Lower Parel, Worli, Mumbai – 400025 within the registration Sub-District and District of Mumbai City and Mumbai Suburban alongwith the structures built thereon and future FSI and constructions thereon (excluding the area of 79,218 sq. ft. to be allotted to the Owners as mentioned under Annexure – XI-A of the Agreement for Grant of Development Rights dated 10th April, 2013).



PART B

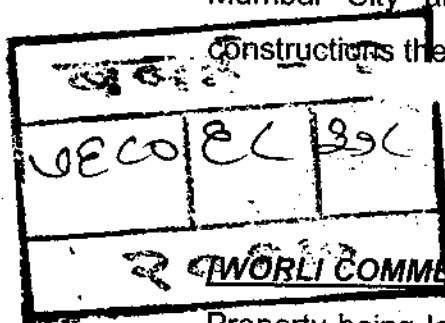
[WORLI COMMERCIAL PROPERTY (VIGNAHARTA)]

Property being all that piece and parcel of Land alongwith structures standing thereon admeasuring 2981.72 sq. yards or thereabout and according to the Property Registered Extract 2396.80 sq. mtrs. or thereabout and on actual survey admeasuring 2391 sq. mtrs., situated at being Collector Old nos. 86, 15, 151, 153, 161, 162 and 412, Collector's New nos. B/11990 and 12446 and Laughton's Survey no. 3002(pt), bearing Cadastral Survey no. 2/914 of Lower Parel Division, within the Registration Sub-District and District of Mumbai City and Mumbai Suburban alongwith the structure standing thereon and future FSI and constructions thereon.

PART C

[CHEMBUR LAND] (PROPERTY VIGNAHARTA)

Property being all that piece and parcel alongwith structures standing thereon bearing City Survey no. 490 admeasuring 7275 sq. mtrs. or thereabout and City Survey No. 492 admeasuring 1110.60 sq. mtrs., situated at Village Mahul, within the registration Sub-District and District of Mumbai City and Mumbai Suburban together with future FSI and constructions thereon.



PART D

Property being leasehold rights in respect all that piece and parcel of the land admeasuring 1293 sq. yards i.e. equivalent to 1081.12 sq. mts. situate on Plot No. 250B, Worli Scheme 52 Estate of the Municipal Corporation bearing City Survey No. 1629 (part) [as per Lease Deed of MCGM, CS No. 7/1629 (part)] and now bearing Cadastral Survey No. 7E/1629 of Lower Parel Division in the Registration District and Sub

District of Mumbai City and Mumbai Suburban alongwith the structure standing thereon and future FSI and constructions thereon

SCHEDULE - II

RECEIVABLES OF WORLI PROJECT

All the receivables from the Omkar 1973, Worli Project constructed / to be constructed on the property more particularly mentioned in Part A, B & D of Schedule - I above including but not limited all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any Purchaser / Lessee / Licensee and which are now due owing / payable / belonging to the Promoter or which may at any time hereafter during the continuance of the mortgage/ charge become due, owing, payable or belonging to the Promoter in respect of Omkar 1973, Worli Project including without limitation to all the proceeds and considerations due to the Promoter, pursuant to the marketing of the flats/ units and shall include the sale consideration, adjustable deposits premium, lease rentals, leave and license fees, advance rentals / licence fees / charges, rent, out standings and claims receivable by the Promoter in respect of Leases or Licenses to be created by the Mortgagor in respect of the Omkar 1973, Worli Project or the construction thereon or any part thereof.

SCHEDULE III

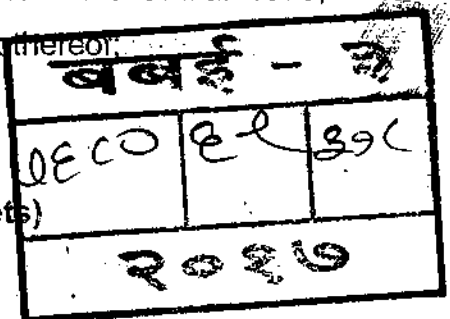
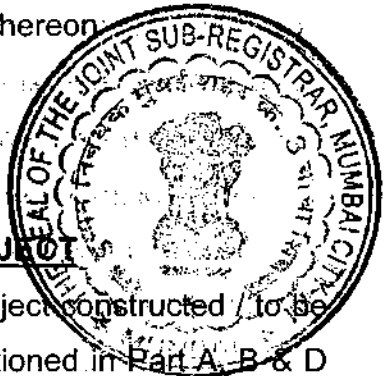
(Description of Charged Assets)

(The Stock)

All the stock in trade both present and future consisting of raw materials, finished goods, goods in process of manufacturing and other merchandise, current assets whatsoever, being movable properties now or at any time hereafter belonging to the Promoter or at the Promoter's disposal and now or at any time and from time to time hereafter stored or be stored or brought into or upon or in course of transit to the Promoter's factory or premises or at any other place whatsoever and wheresoever in the Promoter's possession or occupation or at any other premises or place which are to be used for Worli Project.

(The Book Debts)

All the present and future book Debts, outstandings monies receivable, claims and bills which are now due and owing or which may at any time



hereafter during the continuance of this security become due and owing to the Promoter in respect of Omkar 1973, Worli Project by any person, firm or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or any body corporate or undertaking or project whatever in the public sector.

(The Plant and Machinery)

All the movable Plant and Machinery, now stored at or being stored or which may hereafter be brought into or stored at or at present installed belonging to or which may at any time hereafter, belong to the Promoter or be at its disposal or be in course of transit or awaiting transit by any mode of transport to the site of Omkar 1973, Worli Project.

MOVABLES

Mean and include all the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor in and to or in respect of all amounts owing / payable to and / or received by or to be received by the Promoter from any Purchaser / Lessee / Licensee and / or by any person on behalf of the Mortgagor which are now due owing / payable / belonging to the Promoter or which may at any time hereafter during the continuance of the mortgage/ charge become due, owing, payable or belonging to the Promoter in respect of the Properties including without limitation all the proceeds and considerations due to the Promoter, pursuant to the marketing of the flats/ units and shall include the sale consideration, deposits, premium, lease rentals, leave and license fees, rent, out standings and claims;



Eleventh Schedule

PART A

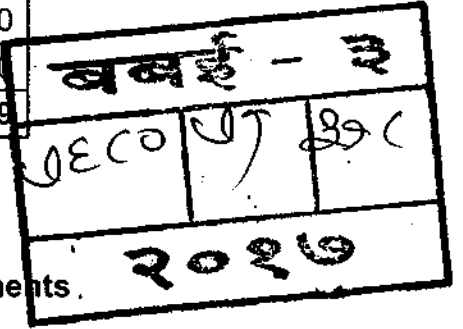
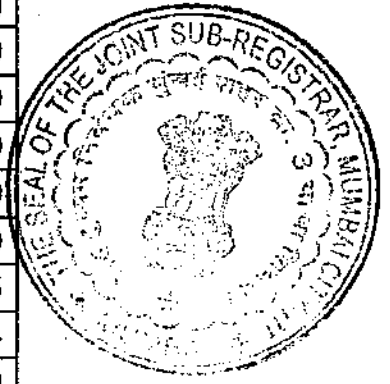
List and Description of Immoveable Assets being Mortgaged by Promoter

10849	72369	286
793	913	1/914
3/914	1629	6/1629

All that premises of 12 flats (details in table below) comprising of saleable area admeasuring to 100849 square feet equivalent to usable carpet area of 72369 sq. ft. in the proposed Project of Omkar 1973, Worli on land bearing City Survey No 286 (pt), 793 (pt), 913,, 1/914, 3/914, 1629 (pt) and 6/1629 situated at Village Lower Parel, Worli within the registration Sub-District and District of Mumbai City and Mumbai Suburban.

65

Tower	Unit No	Saleable Area (sq.ft.)
Tower - 3	1601	8790
Tower - 3	1901	8790
Tower - 3	1801	9900
Tower - 3	3602	8240
Tower - 3	1701	9900
Tower - 1	5903	3175
Tower - 2	5803	6,094
Tower - 3	2001	9,900
Tower - 3	2101	9,900
Tower - 3	2301	9,900
Tower - 3	2302	8,130
Tower - 3	2902	8,130
Total		1,00,849



PART B

List and Description of Project Documents.

All and singular right, title, interest, benefit, claims and demands whatsoever of the Highrise in, to, under or in respect of all the properties as mentioned in Part A above and all rights, claims and benefits to all monies receivable thereunder and all the other documents, agreements and contracts entered into by the Highrise in relation to the Project or otherwise, permits, Clearances (including all licences, permits, approvals, concessions and consents in respect of or in connection with the Project, to the extent assignable under Applicable Law), including, without limitation, the right to compel performance thereunder, and to substitute, or to be substituted for, the "**Mortgagors**" thereunder i.e. Promoter and Highrise, and to commence and conduct either in the name of the Mortgagors or in their own names or otherwise any proceedings against any persons in respect of any breach of, the Project Documents and, including without limitation, rights and benefits to all amounts owing to, or received by, the Mortgagors and all claims thereunder and all other claims of the Mortgagors under or in any proceedings against all or any such persons and together with the right to further assign any of the Project Documents, both present and future, to have and to hold all and singular the aforesaid assets, rights, properties and all other claims thereunder which description shall include all properties of the above description whether presently in existence or acquired hereafter.

PART C

**List and Description of Current Assets and Stock in Trade of
Highrise**

All of the Highrise's stocks of raw materials, current assets, semi-finished and finished goods, consumable stores, stock in trade and inventories and all other intangible assets of the Highrise, including but not limited to the goodwill, undertaking, brands, intellectual property rights, if any, and the Highrise's uncalled share capital relating to the Project, both present and future and all rights, title, interest, benefits, claims and demands whatsoever of the Highrise in, to or in respect of all the aforesaid assets, both present and future.



PART D

**List and Description of Bank Accounts and Receivables Therein of
Highrise**

and singular right, title, interest, benefits, claims and demands whatsoever of the Highrise in, to and in respect of the all the bank accounts of the Highrise together with all amounts lying therein or liable to be credited therein or other receivables liable to be credited to the accounts designated for receiving money, claims or money proceeds or receivables of whatsoever nature arising howsoever and wheresoever, which are now due and owing or which may at any time hereafter during the continuance of the security become due and owing to or acquired by the Highrise in relation to the Project, including but not limited to the Accounts and the Permitted Investments with respect to the Project and each of the other accounts required to be created by the Highrise under any Transaction Document, including in each case, all monies lying credited/ deposited into such accounts, all fixed deposits, securities or replacement of any moneys previously deposited in or credited to such accounts or otherwise, together with any interest from time to time accruing in respect of such moneys.

PART E

List and Description of Insurance Contracts of Mortgagors

All and singular right, title, interest, benefit, claim and demand whatsoever of the Mortgagors in, to and in respect of the Insurance Contracts pertaining Mortgaged Properties/Underlying Securities both present and future in respect of the assets of the Highrise, both present or future, along with endorsement on the Insurance Contracts in favour the Yes Bank in a manner acceptable under Indian law and acceptable to the IDBI Trusteeship Services Ltd. pursuant to the Insurance Contracts.

PART F

List and Description of Other Debts, Receivables and Liabilities of Promoter

All and singular right, title, interest, benefit, claim and demand whatsoever of Promoter in, to and in respect of all present and future book debts and other debts, receivables, commissions, revenues, claims and choses-in-action of whatsoever nature and howsoever and wherever arising due or owing to or become due or owing to or acquired by the Promoter and the full benefit of all rights and remedies relating thereto including but not limited to, the deposits and all claims for damages and other remedies for non payment of the same and all claims under the Insurance Contracts or any encumbrance of whatsoever nature arising howsoever and wheresoever, which are now due and owing to or which may at any time hereafter during the continuance of the security become due and owing to or acquired by the Promoter in relation to the Project Omkar 1973, Worli on land bearing City Survey No 286 (pt), 793 (pt), 913,, 1/914, 3/914, 1629 (pt) and 6/1629 situated at Village Lower Parel and the full benefits of all rights and remedies relating thereto.

Twelfth Schedule

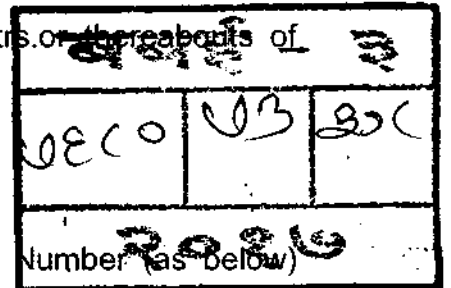
The said MCGM earmarked area.

Flat No.4401 on the 44th floor in Sale Tower viz. "C" in the Building known as "Omkar 1973 Worli" lying and located on the property bearing C.S.Nos. 2/914, 4/914, 914, 3/914, 1/914, 915, 1A/913(part), 913(part) and 286(part) admeasuring about 14501.93 sq. mtrs. or thereabouts of Lower Parel Division.

Thirteenth Schedule

All those residential Flats (as below) in the Tower along with Car Parking (as below) on the Project being developed by Omkar Realtors & Developers Pvt. Ltd. On the land bearing Cadastral Survey nos. 2/914, 4/914, 914, 3/914, 915, 1A/913(part), 913(part) and 286(part) of the Lower Parel Division within the Registration Sub-District and District of Mumbai City and Mumbai Suburban:-

Tower Nos.	A/1	A/1	A/1	A/1	B/2	B/2	B/2	B/2
Flat Nos.	1301	1002	1502	1505	3302	3402	3002	3003



Tower	Unit No	Saleable Area (sq.ft.)
Tower -1	6602	3,496.00
Tower -1	6603	3,128.17
Tower -1	6502	3,496.00
Tower -1	6503	3,128.17
Tower -1	6504	3,133.33
Tower -1	6505	3,498.31
Tower -1	6401	4,388.47
Tower -1	6402	3,496.00
Tower -1	6403	3,128.17
Tower -1	6404	3,133.33
Tower -1	6405	3,498.31
Tower -1	6301	4,388.47
Tower -1	6302	3,496.00
Tower -1	6303	3,128.17
Tower -1	6305	3,498.31

Part I

Fourteenth Schedule

(Identified Units)

(List of First Identified Units)



Car	Parking	Nos.	Tower	Nos.	Fiat	Nos.	Car	Parking	Nos.
30, 33 & 34			B/2		3102		42, 44, 45	8 & 60	
31 & 32			B/2		3103		54, 55,	56 & 57	
28 & 29			B/2		4901 & 5001		69, 70,	71, 72,	73, 74,
18 &		20	B/2		3401		63, 64,	66, 67	8 & 68
50, 51, 52		8 & 53	B/2		3301		59, 60,	61, 62 &	65
46, 47,		48 & 49	A/1		5801		23, 24,	25, 26,	27 & 28
89, 90, 91 &		92	A/1		5901 & 6001		7, 8, 9, 10, 11, 12, 13,	14, 15, 16, 17, 18, 19,	20, 21 & 22
87, 88,		58 & 59							

Tower -1	6203	3,128.17
Tower -1	6201	4,388.47
Tower -1	6202	3,496.00
Total		62,996.70

Part II

Tower	Unit No.	Saleable Area (sq.ft.)
Tower - 2	5102	6,094
Tower - 1	1605	2,954
Tower - 1	3105	3,421
Tower - 1	2501	3,751
Tower - 1	1901	3,751
Tower - 2	1604	3,923
Tower - 2	1804	3,923
Tower - 2	2301	5,698
Tower - 2	3002	5,051
Tower - 1	2503	2,653
Tower - 2	1904	3,923
Tower - 1	1804	2,668
Tower - 2	3802	5,108
Tower - 2	5602	6,094
Tower - 1	1602	2,954
Total		61,966



2096		
2096	2096	2096
2096	2096	2096

Part III

SECOND IDENTIFIED UNITS

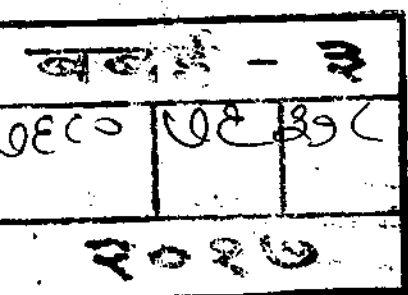
Tower	Unit No	Saleable Area (sq.ft.)
Tower - A	5602	3,584
Tower - A	5702	3,584
Tower - A	5802	3,584
Tower - A	6002	3,584
Tower - A	5503	3,175

Tower – A	5604	3,182
Tower – A	5704	3,182
Tower – A	5804	3,182
Tower – A	6004	3,182
Tower – A	5305	3,546
Tower – A	5605	3,582
Tower – A	5805	3,582
Tower – B	3803	4,869
Tower – B	3903	4,869
Tower – B	4803	6,094
Tower – B	5203	6,094
Total		62,875

Part IV

SECOND IDENTIFIED UNITS

Block	Unit No	Saleable Area
Tower - 1	3905	3468
Tower - 1	6501	4388
Tower - 2	2902	5051
Tower - 2	3404	3968
Tower - 2	4501	7732
Tower - 3	3502	8190
Tower - 1	3102	3418
Tower - 2	3502	5108
Tower - 3	4301	10000
Tower - 3	4302	8190
Tower - 2	2204	3923
Total		63,436



Part V

THIRD IDENTIFIED UNITS

Tower	Unit No	Saleable Area (square feet)
Tower - 1	4901	4,391.00
Tower - 2	2603	5,971.00
Tower - 1	5902	3,548.00

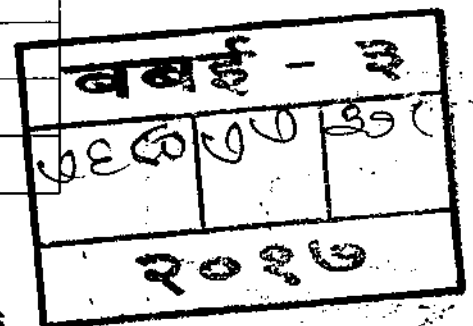
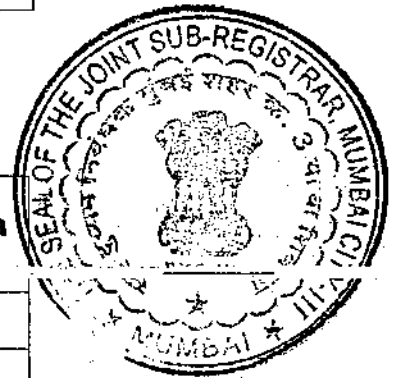
71

Tower - 2	2903	5,971.00
Tower - 1	4303	3,147.00
Tower - 1	4403	3,147.00
Tower - 1	4503	3,147.00
Tower - 1	5103	3,147.00
Tower - 1	4504	3,150.00
Tower - 1	3805	3,546.00
Tower - 2	5002	6,094.00
Tower - 2	5603	6,094.00
Tower - 1	5603	3,175.00
Tower - 1	5703	3,175.00
Tower - 1	5803	3,175.00
Tower - 1	6003	3,175.00
Total		64,053.00

Part VI

THIRD IDENTIFIED UNITS

Tower	Unit No.	Saleable Area
Tower - 1	3301	4,307
Tower - 2	1602	5,051
Tower - 2	1803	4,812
Tower - 3	1602	8,140
Tower - 3	1702	8,130
Tower - 3	1802	8,130
Tower - 2	4001	5,727
Tower - 2	3501	5,727
Tower - 1	4605	3,468
Tower - 2	3804	3,968
Tower - 2	2601	5,698
Total		63,158

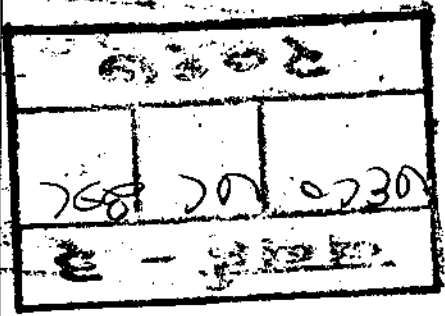


Part VII

FOURTH IDENTIFIED UNITS

Tower	Unit No	Saleable Area (square feet)
Tower - 1	4404	3,150

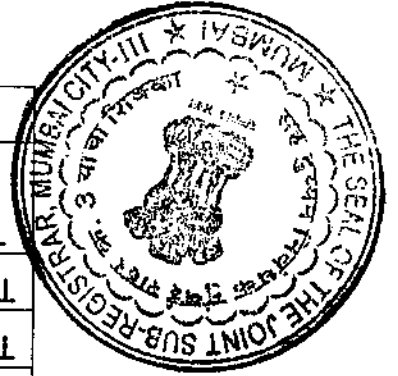
Tower	Unit No.	Saleable Area
Tower - 2	2302	5,051
Tower - 3	4001	10,000
Tower - 2	5001	7,785
Tower - 2	5601	7,785
Tower - 2	2304	3,923
Tower - 2	5201	7,785
Tower - 1	5303	3,456
Tower - 2	6002	6,094
Tower - 1	4505	3,546
Tower - 2	5202	6,094
Total		61,519



FOURTH IDENTIFIED UNITS

Part VIII

Tower	Unit No.	Saleable Area
Tower - 1	4602	3,549
Tower - 1	4702	3,549
Tower - 1	4802	3,549
Tower - 1	4902	3,549
Tower - 1	5002	3,549
Tower - 1	4905	3,546
Tower - 1	5005	3,546
Tower - 1	5105	3,546
Tower - 1	5205	3,546
Tower - 1	5904	3,182
Tower - 1	5905	3,582
Tower - 1	6105	3,582
Tower - 1	6204	3,182
Tower - 1	6304	3,182
Tower - 1	6205	3,582
Tower - 1	6604	3,182
Tower - 1	6605	3,582
Total		62,135



Signed and Delivered

By the withinnamed the Promoter

Omkar Realtors & Developers Pvt. Ltd.

through its Director

Mr. Vikas K. Gupta

in the presence of



For OMKAR REALTORS & DEVELOPERS PVT. LTD.

Director / Authorized Signatory

1) [Signature]

2) [Signature]

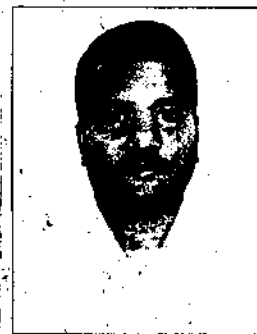


Signed and Delivered

by the withinnamed the Allottee/s /Purchaser/s

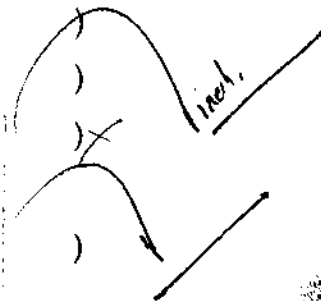
Mr. Dineshkumar J. Jain

in the presence of ...



1) [Signature]

2) [Signature]



Signed and Delivered

by the within named the Confirming Party

Omkar City Development Private Limited

through its Director

Mr. Madan Mistry

in the presence of

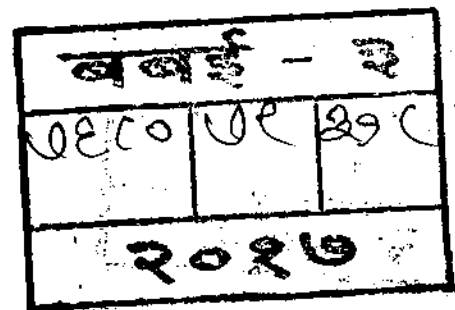


For MIS Omkar City Development Pvt. Ltd.

Director / Authorized Signatory

1) [Signature]

2) [Signature]



Receipt

Received on or before the execution of these presents of and from the withinnamed the Purchaser/s the sum of **Rs. 500,000/- (Rupees Five Lakhs only)** being part of the Purchase Price within mentioned to be paid by them to me.

Rs. 500,000/-

We Say Received:

Omkar City Development Pvt. Ltd.


Authorised Signatory

Witnesses:

1. 

2. 



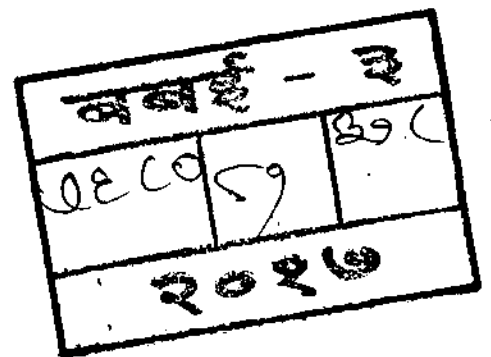
 *Pinch.*

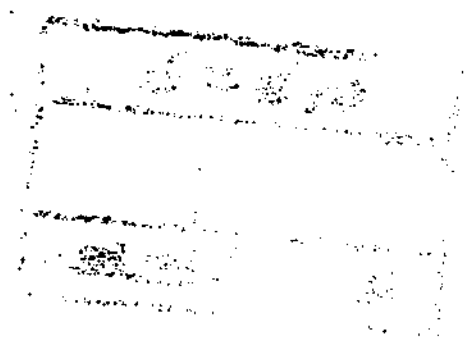
अक्षांश - ३		
०६०	००	३०
२०००		

ANNEXURE – 3

List of Common Amenities

1. Fitness Centre/Gym
2. Swimming Pool
3. Jacuzzi
4. Steam
5. Indoor ladies pool
6. Water feature
7. Rock climbing facility
8. Children's play area
9. Club house for multipurpose use of recreation, health, relaxation, reading library and documentation centre, meeting multipurpose functional hall etc.



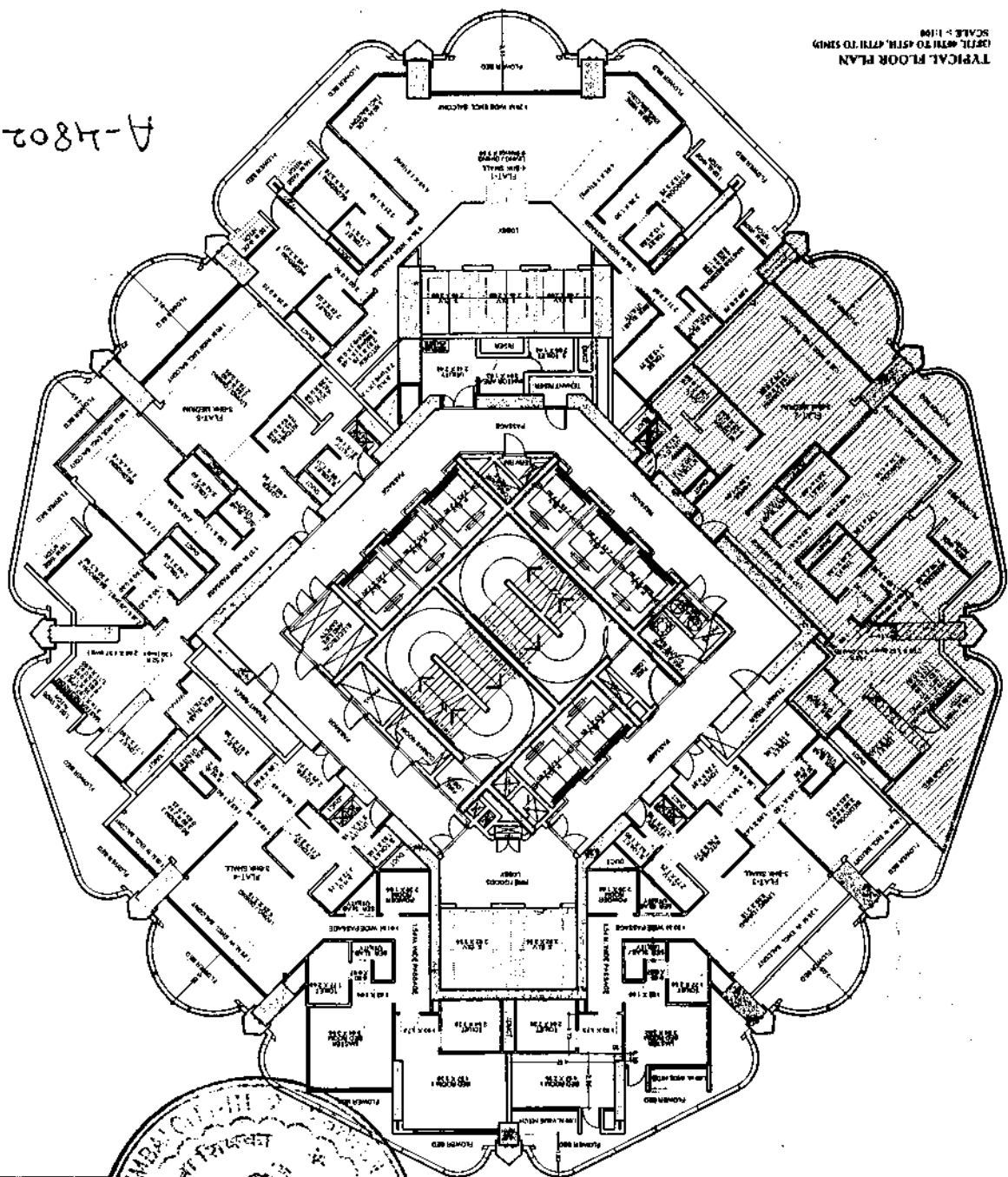


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0809	0809	0809
3 - 3		

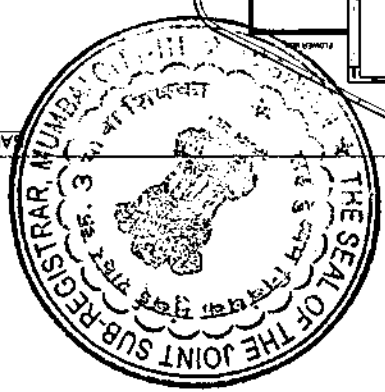
For M/S Omkar City Development Pvt. Ltd.
Director/Authorized Signatory

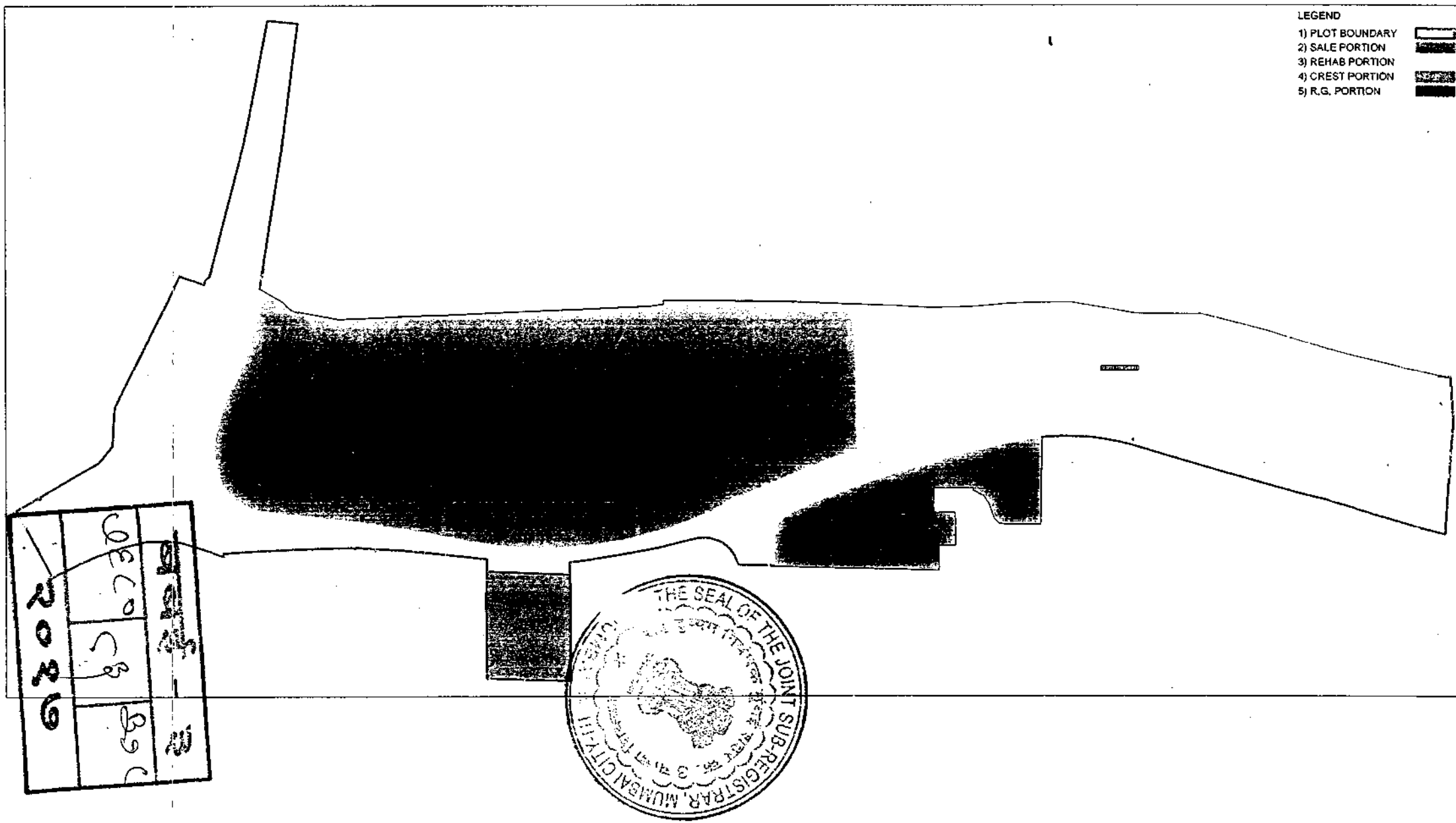
For OMKAR REALTORS & DEVELOPERS PVT. LTD.
Director / Authorized Signatory

A-4802



SALE TOWER - 1

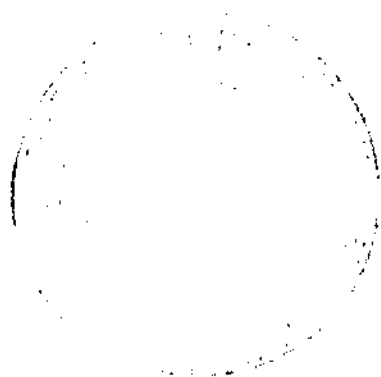




- LEGEND
- 1) PLOT BOUNDARY
 - 2) SALE PORTION
 - 3) REHAB PORTION
 - 4) CREST PORTION
 - 5) R.G. PORTION

2009	2009	2009	2009
2009	2009	2009	2009
2009	2009	2009	2009
2009	2009	2009	2009



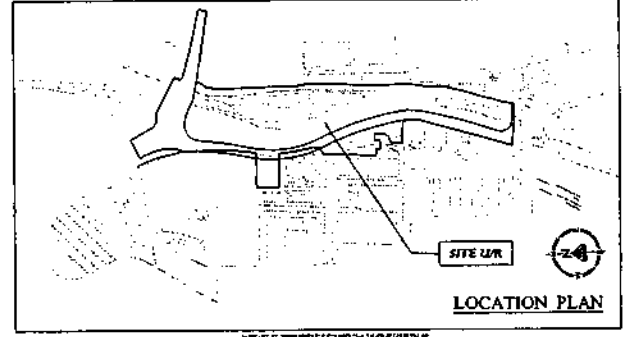


F. 127	
	+
21205	

AREAS TO BE EXCLUDED									
NO.	AREA	REASON	AREA (SQ. M.)	PERCENTAGE	DATE	BY	REMARKS	DATE	BY
1
2
3
4
5
6
7
8
9
10

AREAS TO BE EXCLUDED									
NO.	AREA	REASON	AREA (SQ. M.)	PERCENTAGE	DATE	BY	REMARKS	DATE	BY
1
2
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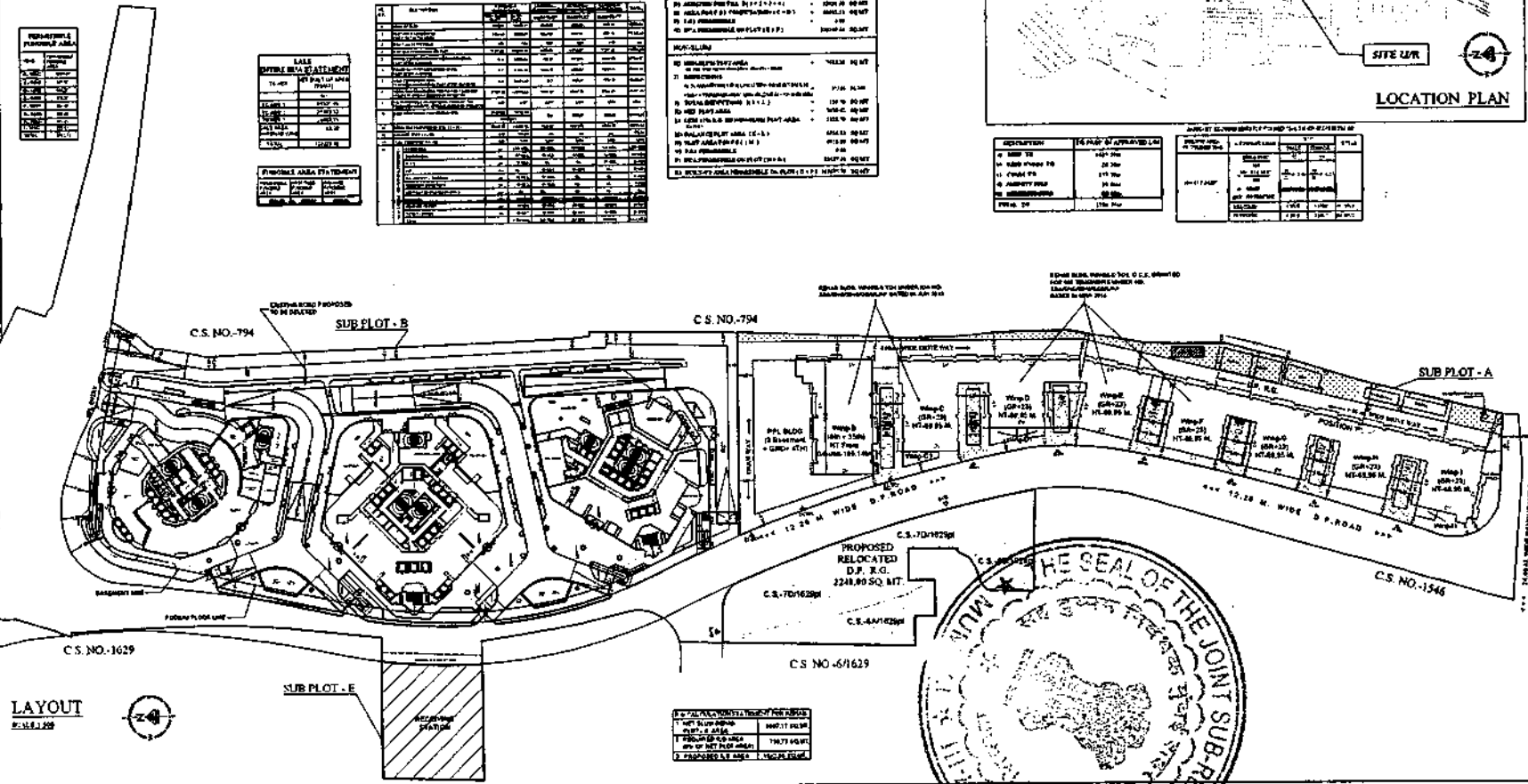
PARAMETERS FOR THE PLOT	
SL. NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...



REMARKS	DATE	BY
...
...
...
...
...

PROPOSED PLOT			
NO.	AREA	REASON	DATE
1
2
3
4
5
6
7
8
9
10

PROPOSED PLOT									
NO.	AREA	REASON	DATE	BY	REMARKS	DATE	BY	REMARKS	DATE
1
2
3
4
5
6
7
8
9
10



PROPOSED PLOT			
NO.	AREA	REASON	DATE
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4
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6
7
8
9
10

2080

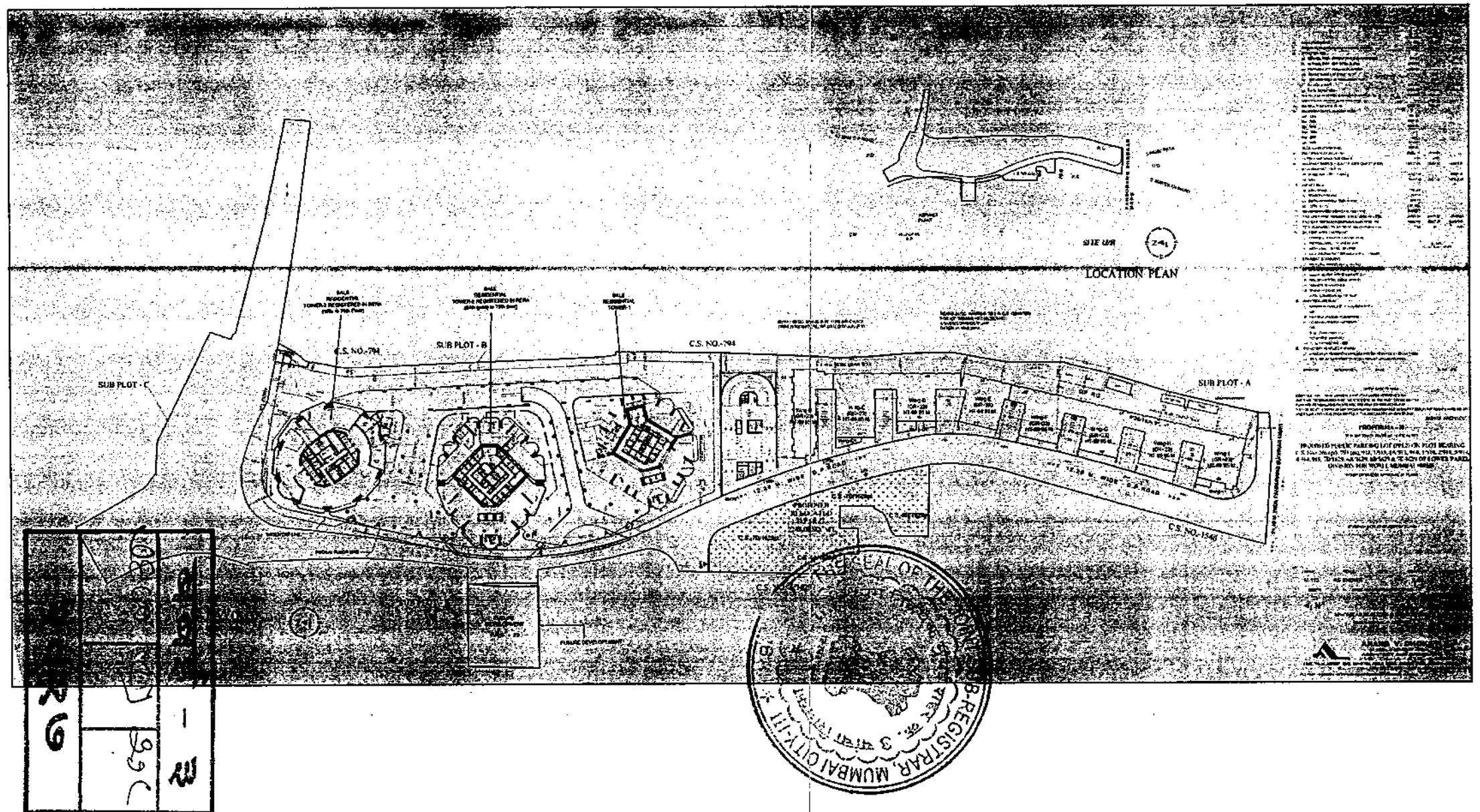
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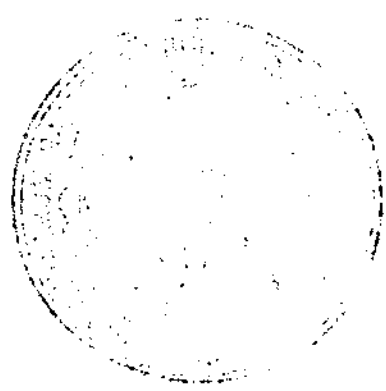
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100



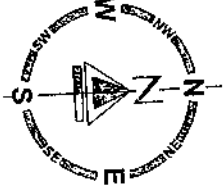
S - 1005		
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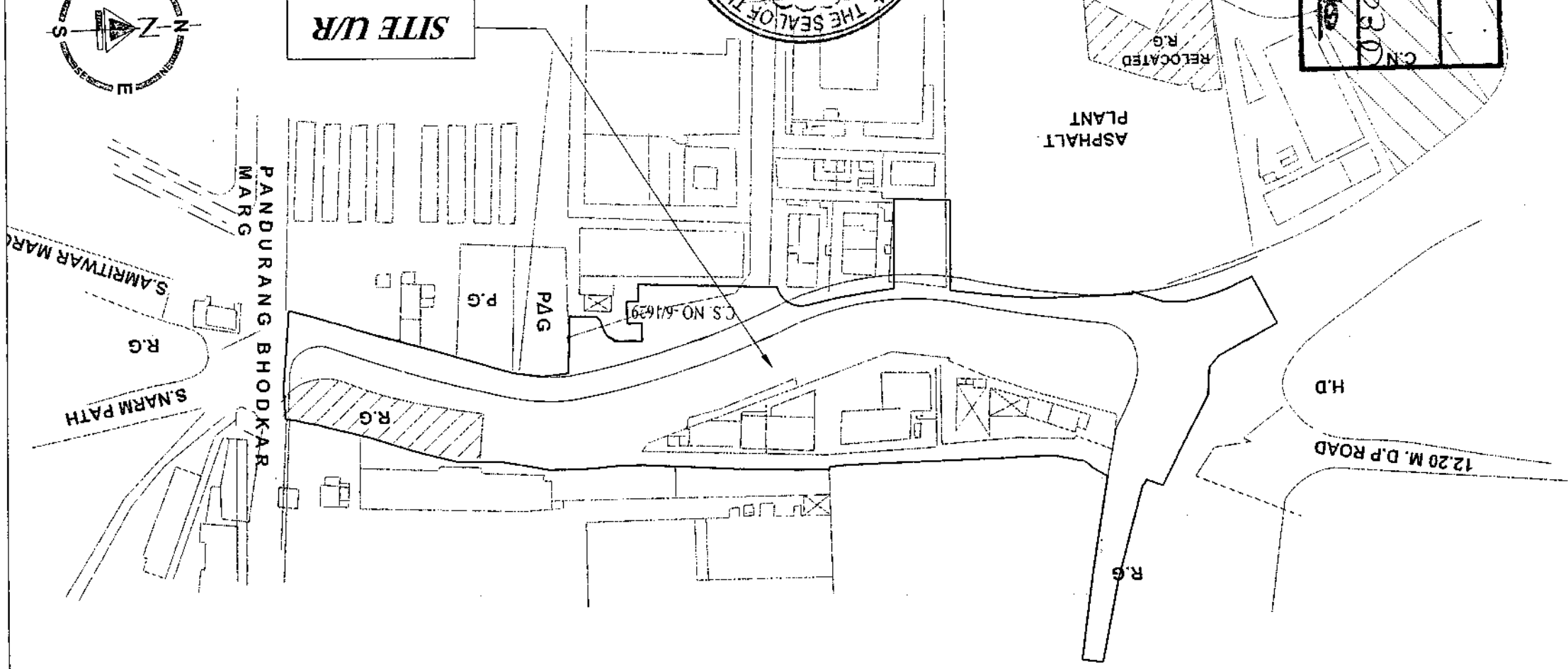


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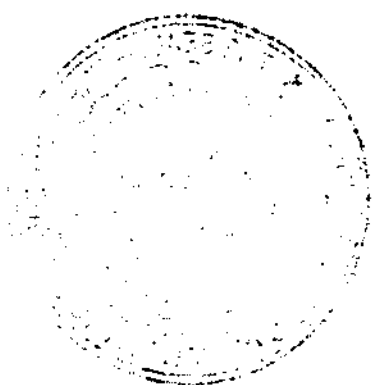
LOCATION PLAN



6302			
2030	2030	2030	2030
2030	2030	2030	2030
2030	2030	2030	2030



50800		
MAY 1964		



Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date :

B/4826 & B/5630/TC02/81/S/2014

1st April, 2014

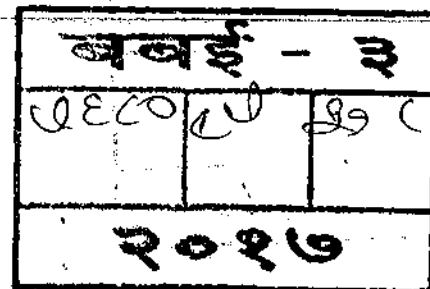
TO WHOMSOEVER IT MAY CONCERN
TITLE CERTIFICATE

1. Municipal Corporation of Greater Mumbai (M.C.G.M.) is the Owner of the property situate at Lower Parel Division and more particularly described as firstly and secondly in the First Schedule hereunder written which is hereinafter referred to as "the said property".
2. The property which is described secondly in the First schedule hereunder written, originally belonged to "The Secretary of State for India in Council" as Government Passage. By Deed of Transfer dated 31st December, 2013 executed by Governor of Maharashtra in favour of M.C.G.M. and registered with Sub-registrar under Sr. No. BBE-1-156-2014, the Governor has transferred the said property described secondly in the First schedule hereunder written only for the specific purpose of passage and laying out a drainage line and for no further purpose, whatever.
3. The part of the said property is a censused slum and photo passes are issued by the Municipal Corporation of Greater Mumbai to the Slum Dwellers who were occupying the said Property and MCGM also has issued Annexure-II for the same and other parts of the said property are declared as slum under the provisions of the Maharashtra Slum Area (improvement, clearance and Redevelopment) Act 1971 (hereinafter called "the said Act").
4. The Slum Dwellers of the property have formed society which is called Mahalaxmi S.R.A. Housing Society Ltd. hereinafter referred to as "said Society"
The said society has entered into a Development Agreement dated 6th May, 2005 with M/s Omkar Enterprises, a Partnership Firm which was later converted into M/s Omkar Realtors & Developers Pvt.Ltd.(hereinafter called "the said Omkar") for development of part of the said property described Firstly in the First Schedule hereunder written under the provision of D. C. Regulation 33 (10) and Appendix IV.



Page 1 of 16

Zarana



Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date :

B/4826 & B/5630/TC02/81/S/2014

1st April, 2014

Thereafter the said Society and M/s Omkar Enterprises rectified the earlier Development Agreement by Deed of Rectification dated 31st August 2005 bringing the balance part of the said property being property described in Secondly in the First Schedule under the aforestated Development Agreement dated 6th May, 2005.

5. The Slum Rehabilitation Authority has granted its LOI bearing No.SRA/ENG/1308/GS/ML/LOI dated 26th day of October 2007 and thereafter modified LOI dated 6th September, 2008 bearing same reference number and again thereafter amended Letter of Intent dated 21st January, 2009 bearing same number and further revised Letter of Intent dated 7th April, 2011 bearing same number for the development interalia of the said property along with other properties under the provisions of DC Regulation 33(10) read with Appendix IV to our client M/s Omkar Realtors & Developers Private Limited (hereinafter called "the said Omkar") for the redevelopment of the said property under Slum Rehabilitation Scheme.

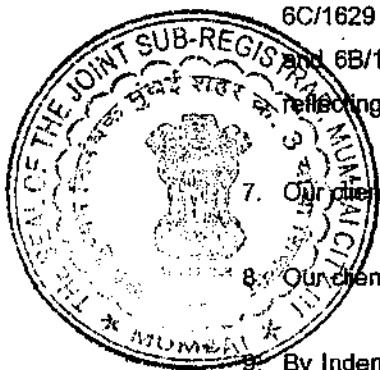
6. The LOI dated 7th April, 2011 is for the whole C.S. no 6/1629 of Lower Parel Division. The said 6/1629 is now subdivided in three parts bearing No. 6A/1629, 6B/1629 and 6C/1629 all of Lower Parel Division. The said Omkar will be developing only 6A/1629 and 6B/1629 and have represented to us that they will get the said LOI amended reflecting C.S. nos. 6A/1629 and 6B/1629 in due course of time.

7. Our client will construct Sale Buildings on the part of the said property

8. Our client has instructed us to issue our Certificate of Title of the said property.

9. By Indenture of Mortgage – Cum- Charge dated 16th July, 2010 made between the said Omkar, Mahalaxmi SRA Co-op. Society Ltd. and YES BANK LIMITED, the said Omkar has mortgaged the saleable FSI admeasuring 39292.70 sq. mtrs. permitted to be constructed on the property described Firstly in the first schedule, all receivables in respect of Project Worli and all structure/s/ building/s constructed or to be constructed on the said property for securing repayment of Mortgage Debt to the

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Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

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tune of Rs.2700 Million (Rupees Two Thousand Seven Hundred Million Only) on the terms and conditions set out in the said Mortgage. The said Mortgage is duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BBE-7572-2010. Second Schedule hereunder describes in detail what has been mortgaged under the said Mortgage Deed dated 16th July 2010.

10. By and under an Optionally Fully Convertible Debenture Subscription Agreement dated 25th August 2011 executed *inter-alia* between the said Omkar and the UL&PS Trust Company Limited, (trustee to INDIAREIT Fund Scheme IV and acting in representative capacity of a trustee for INDIAREIT Fund Scheme IV, the fourth scheme of INDIAREIT Fund) (hereinafter referred to as the "Investor /Debenture Holder"), Omkar has agreed to issue to the Debenture Holder and the Debenture Holder has agreed to subscribe to 19,900 (Nineteen Thousand Nine Hundred) unlisted secured redeemable optionally fully convertible debentures of Rs.1,00,000/- (Rupees One Lac) each aggregating to Rs.199,00,00,000 (Rupees One Hundred and Ninety Nine Crores) on a private placement basis in the manner and on the terms and conditions as contained therein. Omkar has agreed to create a lien on the Project Escrow Account (defined in the said Optionally Fully Convertible Debenture Subscription Agreement dated 25th August 2011) and a legal mortgage in favour of the Debenture Trustee of the free sale component of the said property subservient only to the First Mortgage created in favour of Yes Bank Limited. Along with this the parties also executed Investment Cum Shareholders Agreement dated 25th August 2011.

11. By Indenture of Mortgage-cum- Charge dated 16th December, 2011 made between the said Omkar, Mahalaxmi SRA Co-op. Society Ltd. and YES BANK LIMITED, the said Omkar has mortgaged the saleable FSI admeasuring 39292.70 sq . Mtrs. permitted to be constructed on the property described Firstly in the first schedule , all receivables in respect of Project Worli and all structure/s/ building/s constructed or to be constructed on the said property for securing repayment of Mortgage Debt modified to the tune of Rs. 330 Crores (Rupees Three hundred thirty Only) on the terms and conditions set out in the said Mortgage.

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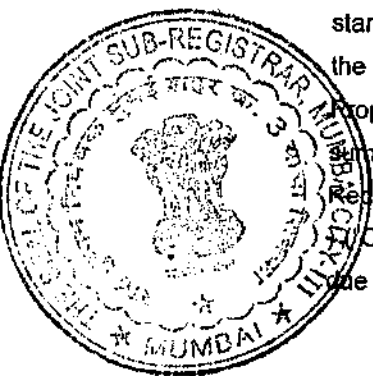
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The said Mortgage is duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BBE-2-08827-2011. Thus the aggregate amount is Rs.600, 00, 00,000/- (Rupees Six Hundred Crores only) agreed to be lent by Yes Bank Limited to Omkar. Second Schedule hereunder describes in detail what has been mortgaged under the said Mortgage Deed dated 16th December, 2011.

12. By "Debenture Trust Deed" dated 1st March, 2012 made between the said Omkar and IDBI Trusteeship Services Ltd. duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No.BBE-2-01421-2012a second charge had been created on (i) such property, rights and assets as are mentioned in Clause 11 of the Debenture Subscription Agreement dated 25th August 2011 by way mortgage (subject to the First Mortgage in favour of YES BANK) and (ii) all receivables and other assets (whether moveable or immovable) relating to the Project (hereinafter the property, rights, assets and the receivables and current assets thereon as referred to in (i) and (ii) above) by way mortgage (subject to the First Mortgage in favour of YES BANK), to be collectively referred to as "the Mortgaged Property" therein) TOGETHER WITH and only with respect to the Mortgaged Property all buildings, erections, godowns and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the said Property in favour of IDBI Trusteeship Services Ltd. towards the due repayment of all sums relating to the 19,900(Nineteen Thousand Nine Hundred) Secured Redeemable Optionally Convertible Debentures of Rs.1,00,000/- (Rupees One Lakh "ROCDs") each issued by the said Omkar together with interest and other charges due and payable in relation thereto.



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वर्ष - ३
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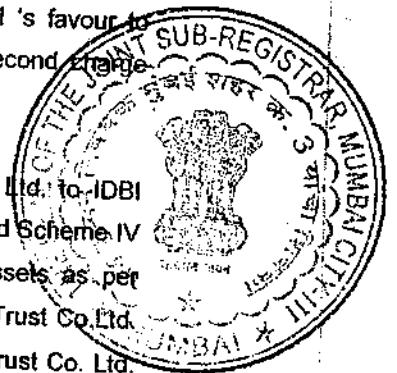
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13. By its letter dated 16th May, 2012 the said Omkar addressed to IDBI Trusteeship Services Ltd. requested for granting NOC in favour of Investors (PHL and PHL Finance) for creation of second charge on the said property in the said IDBI's favour to secure NCDs and modification of charge created in the said IDBI's favour to secure OCDs such that the same would rank subservient to the second charge proposed to be created by the said Omkar to secure the NCDs
14. By Letter dated 17th May, 2012 issued by IL & FS Trust Company Ltd. to IDBI Trusteeship Services Ltd. Informed IDBI that as trustee to Indiareit Fund Scheme IV it was decided to cede second charge on all the properties and assets as per Debenture Trust Deed dated 1st March, 2012 with reference to IL&FS Trust Co. Ltd. Investment of Rs.130 Crores in the said Omkar. Consequently IL&FS Trust Co. Ltd. will have a charge subservient to the second charge to be created in favour of the IDBI Trusteeship Services Ltd. acting for and on behalf of the debenture holders of the proposed issue of RS.130 Crores. IL&FS Trust Co. Ltd. has agreed to change in rank of charge from second charge to subservient charge.
15. By its Letter dated 17th May, 2012 bearing No.1397/ITS/OPR/2012 IDBI Trustship Services Ltd. addressed to PHL Finance Pvt.Ltd. and Piramal Healthcare Ltd. (acting on their behalf) agreed for creation of second charge on the project at Worli Mahalaxmi in favour of IDBI Trustship Services Ltd.
16. Thereafter by "Debenture Trust Deed" dated 17th May, 2012 made between the said Omkar, Mr. Kamal Kishor Gupta, Mr. Babulal Varma And IDBI Trusteeship Services Ltd. duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No.BBE-2-03434-2012 was executed. Under the said "Debenture Trust Deed" dated 17th May, 2012 second charge has been created on Saleable rights/Free sale component interalia of the said property and all present and future rents, profits, receivables, bank accounts in favour of IDBI Trusteeship Services Ltd. Towards the due repayment of Rs.130 Crores relating to the issue of Non Convertible Debentures

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aggregating to 13,000 (Thirteen Thousand) secured redeemable non convertible debentures of Omkar having face value of Rs. 1,00,000 (Rupees One Lakh) each to be issued by the said Omkar together with interest and other charges due and payable in relation thereto.

17. By Indenture of Mortgage-cum-charge dated 3rd May, 2013 executed between the said Omkar and Yes Bank Ltd. registered with the Sub-Registrar of Assurances Mumbai City-5 under Sr.No.BBE-5-2162-2013. the said Omkar has further mortgaged saleable FSI, all receivables in respect of Project Worli and all structure/s/ building/s constructed or to be constructed on the said property which is described in detail in the third schedule hereunder written for securing repayment of Mortgage Debt to the tune of Rs.325 Crores (Rupees three hundred twenty five Crores Only) on the terms and conditions set out in the said Mortgage.



By a Registered Assignment-cum-Novation Agreement dated 5th July, 2013 between Yes Bank Ltd., (Transferor) and Allahabad Bank (Transferee) and the said Omkar (Borrower) was granted facilities for an amount of Rs.200 Crores ("AB Facilities") from the Existing YBL Facilities on the terms and conditions and inter-alia against the security of mortgage / charge on pari passu basis over the properties mentioned in Schedule I to Schedule III of the said agreement dated 05.07.2013 bearing registration no BBE-2-4478-2013 registered on 17th July, 2013.

18. IFCI Limited, (hereinafter referred to as "IFCI"), also granted facilities of Rs. 325 Crores (Rupees Three Hundred Twenty Five Crores Only) ("IFCI Facilities") from the Existing YBL Facilities on the terms and conditions and inter-alia against the security of mortgage / charge on pari passu basis over the properties mentioned in Schedule I to Schedule III hereunder vide Assignment Agreement dated 28th September, 2013 bearing registration No. BBE-5-4408-2013 (hereinafter referred to as "Existing IFCI Indenture");

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20. By an Indenture of Mortgage between the said Omkar and IDBI Trustship Services Ltd. registered with Sub-Registrar under Sr. No. BBE-3-281-2014 executed on 13th January, 2014, the said Omkar created First ranking pari passu charge on the properties/assets more particularly described in Third Schedule hereunder written and structure/s/Building/s constructed /to be constructed on the said properties/assets more particularly described in Schedule I, II & III of the said Indenture of Mortgage Cum Charge dated 13/01/2014 including the flats/units thereon. By this Indenture the First pari passu charge created vide Assignment Agreement dated 28/09/2013 in favour of Yes Bank Ltd. (YBL), Allahabad Bank (AB) & IFCI Ltd. (IFCI), for their loan facilities of INR 800 Crores on properties mentioned in Sch. I, II & III of Indenture of Mortgage cum Charge dated 13/01/2014, shall now stand modified and created in favour of IDBI Trusteeship Services Ltd. (Security Trustee) for increased loan facilities of INR 1080 Crores (INR 555 Crores from Yes Bank Limited, INR 200 Crores from Allahabad Bank & INR 325 Crores from (IFCI).

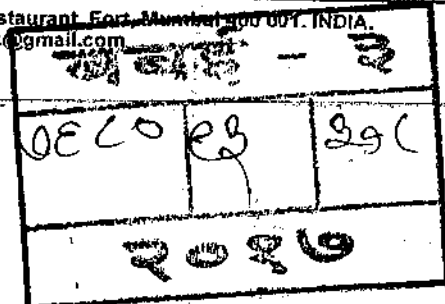
21. Our clients' director Mr. Gaurav Gupta has executed a Declaration-cum-Indemnity dated 26th day of March 2014 specifying that there are no court proceedings affecting the rights of Omkar in any court of law which are pending against our clients. However, our client was joined as party to writ petition no. 1152 of 2002 in Notice of Motion No.234/2009 filed by City Space & Ors. against the State of Maharashtra and others. Our client had filed an Undertaking in the court on 23rd November, 2009 for developing the R.G. portion and handover back to MCGM. Pursuant to the above Undertaking the Hon'ble Court granted permission to our clients on 25th November, 2009 for implementation of the slum rehabilitation scheme in respect of the reserved portion and to realign/relocate the reserved plots on the terms and conditions as set out in the Order dated 25th November, 2009. The part of the said property is reserved for shifting the existing Development Plan Reservation of reserved Ground.

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22. By an Undertaking in favour of MCGM dated 14th March, 2007 Omkar through its Director Mr. Gaurav Gupta has agreed the following in Clause 9 which is reproduced herein -

"Omkar has undertaken not to sell such earmarked area on the approved plan in open market unless full and final payment of capitalized value is paid to MCGM." The said Omkar has paid 10% (ten percent) of the capitalized value to MCGM on 13th October, 2008 and MCGM has issued receipt dated 15th October, 2008. The Said Omkar has earmarked an area being Flat no 4401 on 44th floor in sale tower viz "C" (hereinafter called "the said MCGM earmarked area") standing on land bearing C.S. No 2/914 of Lower Parel Division which is also a land forming part of the said L.O.I. for payment of capitalized value to MCGM under Clause No.9 of the Undertaking dated 14th March, 2007. The said Omkar shall not sell "the said MCGM earmarked area" till full and final payment of capitalized value is paid to MCGM."

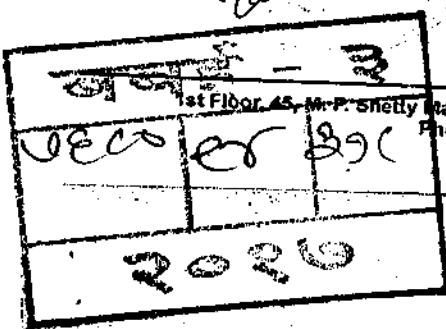


We have issued Public Notice inviting claims or objection which were published in Free Press Journal (English Edition) on 8th March, 2014 and Nav Shakti (Marathi Edition) on 10th March, 2014 Pursuant to the said publications we have not received any claim or objection.

24. No Title Deeds in favour of the MCGM for property described firstly in the First Schedule hereunder written are produced to us. However name of MCGM is shown as Owner of the property in the "True Copy of the Extract of C.S. Register from the records of Mumbai City Survey and Land Records" (called Property Register Cards) With regard to the property described secondly in the First Schedule hereunder written no Title Deeds are produced to us. However we have seen copy of Deed of Transfer dated 31st December, 2013 executed by Governor of Maharashtra in favour of M.C.G.M. and registered with Sub-registrar under Sr. No. BBE-1-156-2014, However name of MCGM is shown as Owner of this property in the

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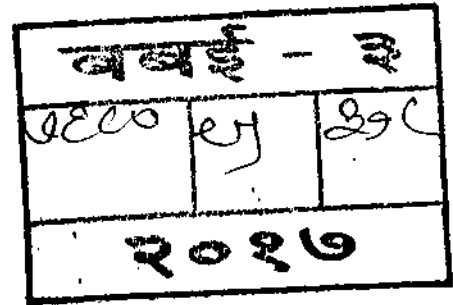
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"True Copy of the Extract of C.S. Register from the records of Mumbai City Survey and Land Records" (called Property Register Cards) described secondly in the First Schedule hereunder written.

25. From time to time we have caused searches to be taken for the period from 1981 to 2011, from 2011 to 2014 and of the said properties in relevant Sub Registry at Mumbai. However, in the Sub - Registrar's office the records are not maintained properly. There are torn records for number of years. Computer Index-II records are not properly maintained & some of the records have been found in loose sheet form (untied).
26. M/s. Kash Foods Private Limited, Mr. Nakul Ravi Arya and Mr. Varun Ravi Arya, have granted Development Rights of the property situate at Worli and more particularly described in the fourth schedule hereunder written and hereinafter referred to as "the said Kash property", to the said Omkar. "The said Kash property" is the part of the property which is being developed under the said Letter of Intent dated 7th April, 2011 along with the said property under the provisions of DC Regulation 33(10) read with Appendix IV for redevelopment of the said property under Slum Rehabilitation Scheme.
27. "Agreement For Grant Of Development Rights" is entered into by Kash Foods Pvt. Ltd., Nakul Ravi Arya and Mr. Varun Ravi Arya (therein described as the said Owners) And Jallo Subsidiary Industries Co. P. Ltd. (therein described as the said Confirming party) and M/s. Omkar Realtors & Developers Pvt.Ltd. (therein described as the Developer) dated 10th April, 2013 duly registered with the Sub-Registrar of Mumbai bearing Registration No BBE-5-1775-2013 for the said Kash Property.



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28. The said Omkar under the said "Agreement For Grant Of Development Rights" has agreed to allot an area admeasuring 79,218 sq. ft. of usable carpet area distributed in Tower A and Tower B along with right of exclusive enjoyment of 72 (seventy two) car parking in Tower A and Tower B on the said Sale Plot which is therein called "the Entire Owners' Allocation". "The entire Owners' Allocation" is distributed amongst

(i) Kash Foods Pvt. Ltd. (ii) Nakul Arya and (iii) Varun Arya as under:

- an area admeasuring 36,438 sq. ft. usable carpet area in Tower A and Tower B along with 33 car parks shall be allotted to Kash Foods Pvt. Ltd.;
- an area admeasuring 21,343 sq. ft. usable carpet area in Tower B along with 19 car parks shall be allotted to Nakul Arya and
- An area admeasuring 21,437 sq. ft. usable carpet area in Tower A along with 20 car parks shall be allotted to Varun Arya.

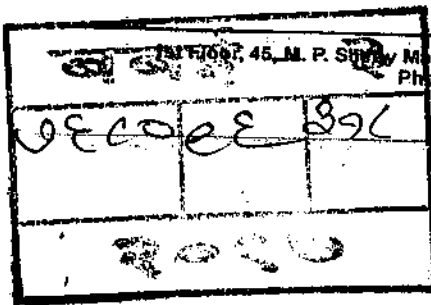


29. It is also agreed between the said Omkar and Kash Foods Pvt. Ltd. & Ors. that the said Omkar shall not book, allot, sell, transfer, assign, give on leave and license, lease or deal with or create any right, title or interest in respect of the topmost 3 (three) floors and the open terrace above the topmost floor of Tower C (called the Reserved Area - A) in favour of any person prior to approval of plans of the Entire Floor Flat (as defined in the said "Agreement for Grant of Development Rights") and the Triplex Penthouse in Tower A.

30. Further as set out in Clause 22 of the said "Agreement For Grant Of Development Rights", the said Omkar has agreed not to book, allot, sell, transfer, assign, give on leave and license, lease or deal with or create any right, title or interest in respect of an area admeasuring 20,677 sq. feet of usable carpet area in Tower B ((called Reserved Area - B) until such time the Occupation Certificate of "the entire Owners' Allocation" is obtained and possession of "the entire Owners' Allocation" is handed over to (i) Kash Foods Pvt. Ltd., (ii) Nakul Arya and (iii) Varun Arya. The Reserved Area-B is more particularly identified and earmarked in the Letter of the said Omkar

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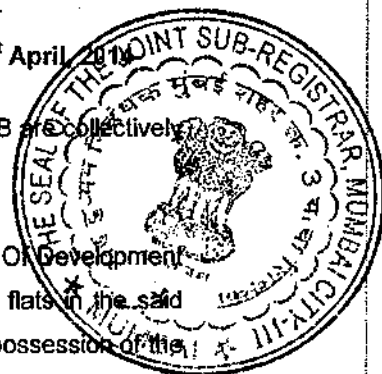
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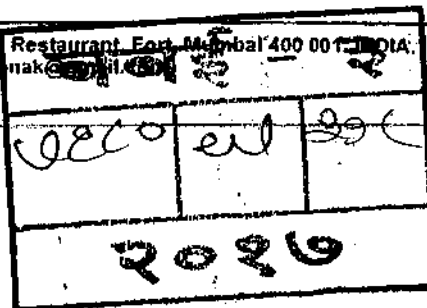
dated 13th April 2013. The Reserved Area-A and the Reserved Area-B are collectively referred to as "the Reserved Area".



31. It is one of the integral term of the aforesaid "Agreement For Grant Of Development Rights" that the said Omkar shall not handover possession of the flats in the said building to its purchasers unless the said Omkar has handed over possession of the "the entire Owners' Allocation" duly complete in all respect along with Occupation Certificate.
32. Save and except "the entire Owners' Allocation" and "the said MCGM earmarked area" the said Omkar is entitled to sell all other constructed residential premises in the Free Sale Buildings to be constructed thereon.
33. We state that the Title of Municipal Corporation of Greater Mumbai to the property which is described (a) Firstly in the First Schedule hereunder is clear, marketable and free from encumbrances and (b) Secondly in the First Schedule hereunder is clear, marketable and free from encumbrances subject to the Transfer in favour of MCGM only for the specific purpose of passage and laying out a drainage line and for no further purpose, whatever.
34. Under clause 1.11 of Appendix IV to Development Control Regulations for Greater Bombay, MCGM has to grant Lease for 30 years (Thirty Years) of sale component at the lease rent of Rs.1001/- (Rupees One Thousand One Only) for 4000 sq.mtrs of land, renewable for further 30 years (Thirty Years). Now under section 15A Sub clause (5) of the said Act, the Slum Rehabilitation Authority (S.R.A), subject to such terms and conditions as it may consider expedient for securing the purpose of this Act, shall lease that part of land on which free sale component of the slum Rehabilitation Scheme shall be constructed, or is being constructed, to the developer of such Scheme or to the Organization of association of company or Co-Operative

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Society formed by the purchasers of such free sale area on 30 years (Thirty years) lease at such annual lease rent as may be prescribed from time to time, and such Lease shall be renewable for a further period of 30 years (Thirty years) on the same terms and conditions.

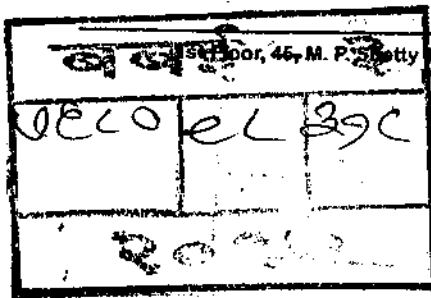
35. We state that subject to (a) whatever is stated hereinbefore, (b) no adverse document being found registered in the years when the records of the Sub-Registrar were torn or partly torned or were not available, (c) the terms and conditions of aforesaid mortgages, Debenture Trust Deeds and Debenture Subscription Agreements, (d) subject to the undertaking given to the MCGM, and (e) the terms and conditions of the "Agreement For Grant Of Development Rights" dated 10th April, 2013, our client to the said Omkar is entitled to sell all constructed residential premises in the Free Sale Buildings to be constructed on the said property.

FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY:

All that piece and parcel of land bearing C.S.No.286 (pt), 793(pt), 1629(part) now C.S. No.7D/1629, 6/1629(part) now C.S Nos. 6A/1629 and 6B/1629 of Lower Parel Division, Municipal Corporation G/South Ward, admeasuring 27,699.21 sq.mtrs. Or theree about situated within the Registration and Sub-Registration District of Mumbai City and Mumbai Suburban and bounded as follows:-

- On or towards the North : Anna Nagar, 22.80 mtrs. Proposed D. P. Road
On or towards the South : Paridurang Budhkar Marg
On or towards the East : Wall of Century Mill Compound excluding
C.S. Nos.1A/913, 1/913, 914, 1/914,
2/914, 3/914, 4/914 & 915 of Lower Parel Division
On or towards the West : Asphalt Plan, Udyog Bhavan, and Korulla Rubber
Co., Mehra House & C.S. No.1546 of Lower
Parel Division.



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SECONDLY:

All that piece and parcel of land bearing C.S. No.913 of Lower Parel Division, Municipal Corporation G/South Ward, admeasuring 2146.33 sq.mtrs. Or thereabout situated within the Registration and Sub-Registration District of Mumbai City and Mumbai Suburban and bounded as follows:-

On or towards the North : Drainage Channel C.S.Nos. 286 of Lower Parel Division.
On or towards the South : Drainage Channel C.S.Nos. 286 of Lower Parel Division.
On or towards the East : C.S. Nos. 794 of Lower Parel Division.
On or towards the West : C.S. No. 2/194, 914, 3/194,915 & 1A/913

SECOND SCHEDULE ABOVE REFERRED TO

PART A

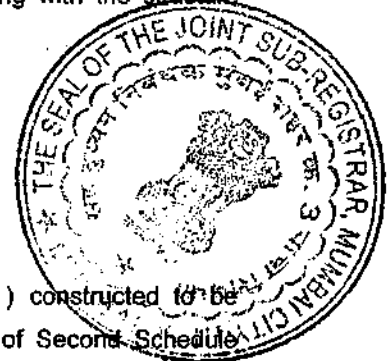
Property being saleable FSI admeasuring 39292.70 sq. mtrs. Permitted to be constructed over all that piece and parcel of land bearing city survey no. 286 (pt), 793 (pt), and 1629 (pt) admeasuring 28733.94 sq. mtrs. Situated at village Lower Parel, Worli, within the registration Sub-District and District of Mumbai City and Mumbai Suburban along with the structure standing thereon and further FSI and constructions thereon.

AND

PART B

RECEIVABLES OF THE WORLI PROJECT

All the receivable from the SRA Residential (" Worli Project ") constructed to be constructed on the property more particularly mentioned in Part A of Second Schedule above including but not limited all right , title , interest , benefits , claims , demands whatsoever, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any Purchaser / Lessee / Licensee and which are now due owing /



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Zarana

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Phone : 2285 2903 / 2265 8474 • E-mail : khonak@gmail.com

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Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

Law Firm of Khonas
Solicitors & Legal Consultants

(In reply please quote our Ref. No.)

Date :

B/4826 & B/5630/TC02/81/S/2014

1st April, 2014

payable / belonging to the Mortgagor or which may at any time hereafter during the continuance of the mortgage /charge become due , owing , payable or belonging to the Mortgagor of Worli project including without limitation to all the proceeds and considerations due to the Mortgagor , pursuant to the marketing of the Flats / units and shall include the sale consideration , adjustable deposits premium , lease rentals , leave and license fees , advance rentals / licence fees / charges , rents , outstanding and claims receivable by the Mortgagor in respect of leases or Licenses to be created by the Mortgagor in respect of the Worli project or the construction there on or any part thereof ;

THIRD SCHEDULE ABOVE REFERRED TO

PART A

Property being the saleable FSI admeasuring 55668.44 sq. mtrs. Permitted to be constructed over all that piece and parcel of land bearing C.S. No. 286 (pt), 793 (pt), 913, 1/914, 3/914, 1629 (pt) and 6A/1629 and 6B/ 1629 (erstwhile 6/1629) along with adjoining non slum plot bearing CS No. 1/913, 1A/913, 914, 2/914, 4/914 and 915 and 7E/1629 (Crest Scheme plot No. 250 B) admeasuring in aggregate 37,674.29 sq. mtrs. situated at Village Lower Parel, Worli, Mumbai – 400 025 within the registration Sub-District and District of Mumbai City and Mumbai Suburban along with the structures built thereon and future FSI and constructions thereon (excluding the area of 79,218 sq. ft. to be allotted to the Owners as mentioned under Annexure – XI-A of the Agreement for Grant of Development Rights dated 10th April, 2013).

AND

RECEIVABLES OF WORLI PROJECT

PART B

All the receivables from the Worli Project constructed / to be constructed on the property more particularly mentioned in Part A of Third Schedule above including but not limited all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of

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Zarana

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Ms. Zarana Khona Ahmed

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all amounts owing / payable to and / or received by or to be received from any Purchaser / Lessee / Licensee and which are now due owing / payable / belonging to the Mortgagor or which may at any time hereafter during the continuance of the mortgage/ charge become due, owing, payable or belonging to the Mortgagor in respect of Worli Project including without limitation to all the proceeds and considerations due to the Mortgagor, pursuant to the marketing of the flats/ units and shall include the sale consideration, adjustable deposits premium, lease rentals, leave and license fees, advance rentals / licence fees / charges, rent, out standings and claims receivable by the Mortgagor in respect of Leases or Licenses to be created by the Mortgagor in respect of the Worli Project or the construction thereon or any part thereof;

FOURTH SCHEDULE ABOVE REFERRED TO

FIRSTLY

ALL THAT piece and parcel of land containing by admeasurement 2657.56 sq. yards equivalent to 2222.05 sq. mtrs. or thereabouts bearing Cadestral Survey No. 914 and 4/914 of Lower Parel Division and assessed by the municipality of Bombay under 'G' Ward No. 1777 (1) and Street No. 776 at Worli Road in the City and Registration Sub-District and District of Mumbai City and bounded on or towards the East by C.S.No.913 (part), 914, on or towards the West by C.S.No.286 (part) on or towards the North by C.S.No.2/914 and on of towards the South Partly by C.S.No.3/914, 1/914, 914 and which piece of land forms a part of a larger piece of land registered in the Books of the Collector of Land Revenue under Old nos. 86, 15, 86, 151, 153, 161, 162, 412, New Nos. B/11, 990 and 12/446 New Survey No. 1/3002.

SECONDLY

ALL THAT piece and parcel of land situate lying and being on the Delisle Road (on the proposed Foras Road containing by admeasurement 2,000 square yards i.e.1,672.25 square meters or thereabouts and bearing C. S. No.1A/913 and 915 of Lower Parel Division) in the Registration Sub-District and District of Mumbai City and Mumbai Suburban and registered in the Books of the Collector of Land Revenue under Old Nos.

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1st April, 2014

85, 86, 149, 146, 166 and 277 New Survey No.1/3003 in the Books of the Collector or Municipal Rates and Taxes under G Ward No.1779 (1) (2) and Street No.777 and 777-A and bounded as follows, that is to say :

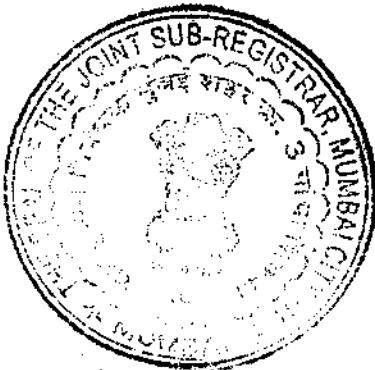
On or towards the East : by C.S.No.913 (part);
On or towards the West : by C.S.No.286 (part);
On or towards the North : by C.S.No.915, 1/914 and 3/914 and
On or towards the South : By C.S.No.1/913 and 1A/913.

THIRDLY

ALL THAT piece and parcel of land situate at Delisle Road (Proposed Fores Road) and bearing Cadastral Survey No.1/913, Lower Parel Division in the Sub-Registration District and District of Mumbai City and Mumbai Suburban containing by admeasurement 287 square yards i.e. 239.97 square meters or thereabouts and bounded as follows:

On or towards the East : by C.S.No.913 (part);
On or towards the West : by C.S.No.286 (part);
On or towards the North : by C.S.No.1A/913; and
On or towards the South : By C.S.No.286 (part).

Mumbai dated this 1st day of April, 2014.



For, M/s Law Firm of Khonas

Zarana
Partner

B/4826 & B/5630/TC02/2014

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B/5049/366S /2010

CERTIFICATE OF TITLE

1. Municipal Corporation of Greater Mumbai is the owner of the property more particularly described in the Schedule hereunder written.

2. The said Municipal Corporation of Greater Mumbai demised the said property to Messrs Industry House Premises Co-op. Society Limited by the Lease dated 27th December, 2001 for the period of 999 years commencing from 1st September, 1950 for industrial purpose for the rent and terms and conditions set out in the said lease, which is registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BBE-9052 OF 2001.

3. In the beginning of the year 2007 we had investigated title of the said Messrs Industry House Premises Co-op. Society Limited to the said leasehold property. We had inserted Public Notices on 5th February, 2007 in Mumbai Samachar (Gujarathi Newspaper), in Nav Shakti on 5th February, 2007 (Marathi Newspaper) and Free Press Journal (English Newspaper) on 7th February, 2007. Pursuant to the said Public Notices we did not received any claim or objection from any person.

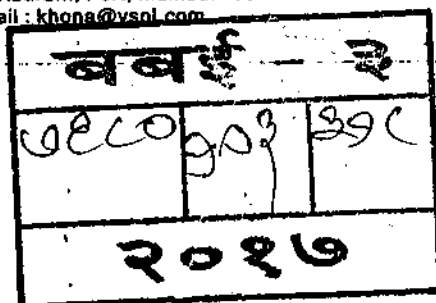
4. We had then caused searches to be taken for the period from 1962 till 2007 and now for further period from 2007 till 2009. However, in the Sub-Registrar's office their record for the following years are torn or partly torn:-

Party torn- years-1971 to1972,1975,1983,1985,1986,1989,1992,1996,

1998, 1974to 1976,1982,1985 to 1987, 1996-2001,2002

Torn- years- 1973 to 1974,1976 to 1981,1984, 1971 to 1973, 1977 to

1981, 1983,1984,1988, 1989.



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Solicitors & Legal Consultants

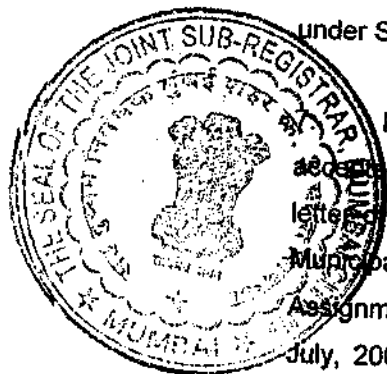
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Date :

We are issuing this certificate subject to no adverse document is found to be registered in the years when the records of the Sub-Registrar is torned or partly torned.

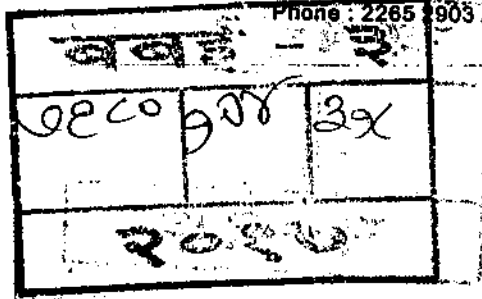
5. By Deed of Assignment dated 6th March, 2007 made between Messrs Industry House Premises Co-op. Society Limited (as Assignor) and Crest Animation Studios Limited (formerly known as Crest Communication Ltd.) and its 9 nominees (as Members) and Messrs Omkar Realtors & Developers Pvt., Ltd. (as Assignee), the duly registered with the Office of Sub-Registrar of Assurances at Bombay under Sr.No.BBE-1/ 2143. The said Assignor and its members assigned the said leasehold property and members' rights to use and occupy their respective premises to Messrs Omkar Realtors & Developers Pvt., Ltd.

6. By Deed of Rectification dated 31st July, 2007 executed by and between the said parties of Deed of Assignment dated 6th March, 2007 the said parties rectified error in the said Deed of Assignment and the said Deed of Rectification is registered with the Sub-Registrar of Mumbai under Sr.No.BBE3-659 OF 2007.



Messrs Omkar Realtors & Developers Pvt., Ltd. has been accepted as Lessee by the Municipal Corporation of Greater Mumbai by letter of Asstt. Commissioner (Estates) dated 30th January, 2010. The Municipal Corporation has also accepted and registered the said Deed of Assignment dated 6th March, 2007 and Deed of Rectification dated 31st July, 2007 in the Estate Register of MCGM at Sr.no. 8052 and 8053 . Both documents are registered without prejudice to the rights and contentions of the Municipal Corporation in respect of breaches, if any, of the covenant in the lease of the said plot. By the said Letter dated 30th January, 2010 the Asstt. Commissioner (Estates) has also confirmed that the lease of the said plot now vested in Messrs Omkar Realtors & Developers Pvt. Ltd.

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B/5049/366S /2010

Date :

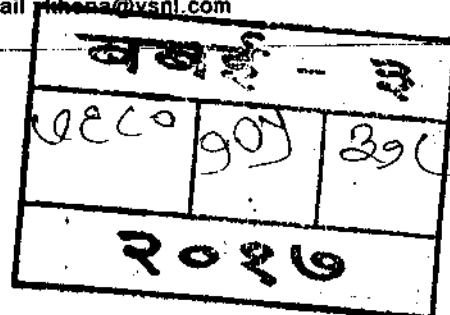
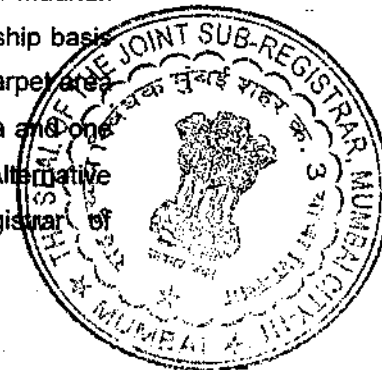
8. We had inserted Public Notices in The Free Press Journal dated 28TH February, 2010 and Navshakti (Marathi) dated 28th February, 2010. We have not received any objections or claim from any person.

9. By Indenture of Mortgage – cum- Charge dated 16th July, 2010 made between the said Omkar, Mahalaxmi SRA Co-op. Society Ltd. (Proposed) and YES BANK LIMITED, the said Omkar has mortgaged among other properties the said property for securing repayment of Mortgage Debt to the tune of Rs.2700 Million (Rupees Two Thousand Seven Hundred Million Only) on the terms and conditions set out in the said Mortgage. The said Mortgage is duly registered with the Sub-Registrar of Assurances of Mumbai under Sr.No. BBE/III/7572 of 2010. Except the said Mortgage there is no other Mortgage, charge or encumbrances on the said property.

10. The said Omkar Realtors & Developers Pvt., Ltd. has entered into Agreement for Permanent Alternative Accommodation on 20th September, 2010 with Ms. Kala Vazirani (2) Mrs. Nirmala Vazirani (3) Ms. Madhuri Vazirani and (4) Mr. Gul Vazirani, to provide to them on ownership basis free of cost new commercial premises admeasuring 690 sq.ft. carpet area on the ground floor and loft admeasuring 230 sq.ft. carpet area and one car parking space. The said agreement for Permanent Alternative Accommodation has been registered with the Sub Registrar of Assurances of Bombay under Sr. No. BBE-II/7646 of 2010.

11. Shri Gaurav Vishnu Gupta, Director of M/s Omkar Realtors & Developers P.Ltd., has made and executed Declaration Cum Indemnity dated 30th March, 2010 & Declaration Cum Indemnity dated 26th October, 2010.

12 Subject to what is stated hereinabove and subject to terms and conditions of the said Lease dated 27th December 2001 and the said Mortgage dated 16th July, 2010 and the said Agreement dated 20th



Bankimchandra P. Khona
Ms. Zarana Khona Ahmed

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Date :

B/5049/366S /2010

September, 2010. we certify that the title of Omkar Realtors & Developers Pvt. Ltd. as Lessee of the said property is clear, marketable and free from encumbrances

SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of land or ground situate, lying and being Hindcycle of Road Worli, Mumbai bearing Plot No.250B of Worli Estate Scheme No.52 which was formally bearing Cadastral Survey No.7/1629 (parts) and now bearing Cadastral Survey no. .7E/1629 of Lower Parel Division and in a lease executed by Municipal Corporation in favour of the said Society the same is mentioned as Cadastral Survey No.7/1629 Part of Lower Parel Division admeasuring 1293 sq.yards i.e. equivalent to 1081.12 sq.mtrs. or thereabout together with all the structures standing thereon including a building standing thereon known as Crest House within the Registration Sub-District and District of Mumbai City and Mumbai Suburban and bounded as follows: -

On or towards the North – by Municipal Asphalt Plant,
On or towards the east – by Proposed 40 Wide Road,
On or towards the South – by Plot No.250C of this Estate,
On or towards the West by 15' wide passage.

Mumbai, dated this 24th day of November, 2010.

For MESSRS LAW FIRM OF KHONAS,

Partner

Solicitor & Legal Consultants
45, M.P.Shetty Marg, Fort,
Tamarind Lane,
Mumbai - 400 001
B/5049

