

74/22325

Friday, October 07, 2022
9:59 AM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

दिनांक: 07/10/2022

गावाचे नाव: ढोकाळी
दस्तऐवजाचा अनुक्रमांक: टनन2-22325-2022
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: वसंत प्रभाकर भेनन - -

पावती क्रं.: 24757

नोंदणी फी
दस्त हाताळणी फी
पृष्ठांची संख्या: 90

रु. 30000.00
रु. 1800.00

एकूण:

रु. 31800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
10:12 AM ह्या वेळेस मिळेल.

वाजार मुल्य: रु.8621893.2/-

मोवदला रु.13965658/-

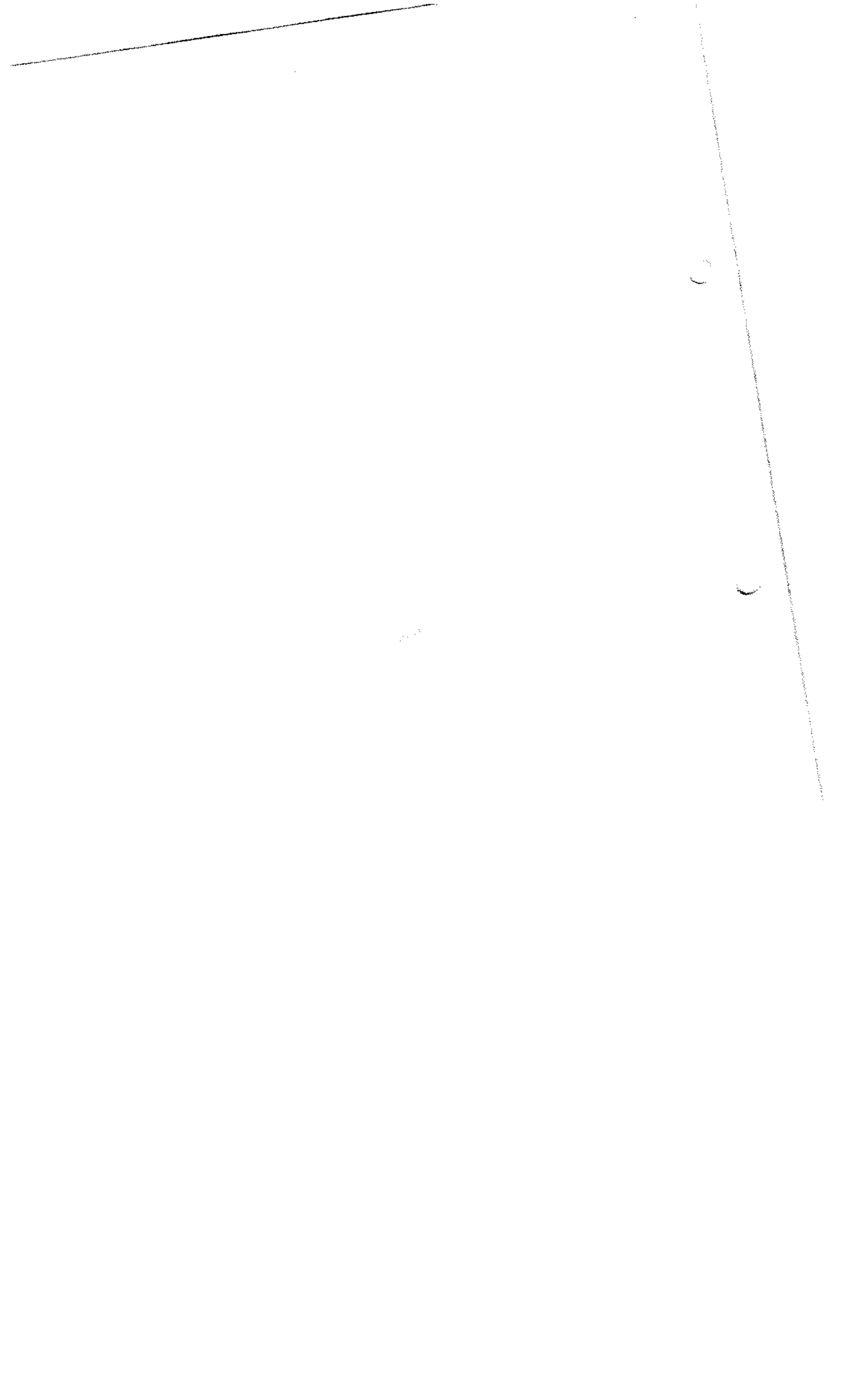
भरलेले मुद्रांक शुल्क : रु. 978000/-

Joint Sub Registrar Thane 2

सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. २

- 1) देयकाचा प्रकार: DHC रकम: रु.1800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0610202214731 दिनांक: 07/10/2022
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008721062202223E दिनांक: 07/10/2022
बँकेचे नाव व पत्ता:

(Signature)





सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

07/10/2022


दस्त क्रमांक : 22325/2022

नोंदणी :

Regn:63m

गावाचे नाव : ढोकाळी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	13965658
(3) बाजारभाव(भाडेपट्टयाच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	8621893.2
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :मदनिका नं: 201, माळा नं: 2ग मजला,डी-विंग, इमारतीचे नाव: टॉवर-एच(ट्रॅफलगर स्केअर)लोढा स्टर्लिंग, ब्लॉक नं: क्लेरिंगंट कंपाउंड,ठाणे,कोलशेत रोड, इतर माहिती: सोबत एक कार पार्किंग((Survey Number : 31/1,31/2,31/3,31/4,32/1A,32/2A,32/2B,32/3,33/1,92/0,93/2B व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 76.18 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मॅक्रोटोक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कवुलीजवावासाठी कु. मु. प्रताप सातवेकर - - वय:-39; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन मार्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-वसंत प्रभाकर मेनन - - वय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बी/403, मित्तल टॉवर, प्लॉट 93, सेक्टर 1, कोपर खैरणे, नवी मुंबई, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400709 पॅन नं:-ACRPM4908N
(9) दस्तऐवज करून दिल्याचा दिनांक	07/10/2022
(10) दस्त नोंदणी केल्याचा दिनांक	07/10/2022
(11) अनुक्रमांक, खंड व पृष्ठ	22325/2022
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	978000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	


 सह दुय्यम निबंधक वर्ग - २
 ठाणे क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Vasant Prabhakar Menon	eChallan	69103332022100611291	MH008721062202223E	978000.00	SD	0004377791202223	07/10/2022
2		DHC		0610202214731	1800	RF	0610202214731D	07/10/2022
3	Vasant Prabhakar Menon	eChallan		MH008721062202223E	30000	RF	0004377791202223	07/10/2022

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20221007245				07 October 2022,09:50:35 AM
मूल्यांकनाचे वर्ष	2022				
जिल्हा	ठाणे				
मूल्य विभाग	तालुका : ठाणे				
उप मूल्य विभाग	8/33-3ब-2) कोलशेत रस्त्याच्या दोन्ही बाजू लगतचे सर्व नंबर मीबे डोक्याळी (गट नंबर)				
क्षेत्राचे नाव	Thane Municipal Corporation				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	टुकाने	औद्योगिक	मोबमापनाचे एकक
34400	100600	111600	126000	111600	चौ. मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	83.798चौ. मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय -	0 TO 2वर्षे	बांधकामाचा दर-	Rs.26620/-
उद्वाहन सुविधा -	आहे	मजला -	1st To 4th Floor	कार्पेट क्षेत्र-	76.18चौ. मीटर
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 100 / 100 Apply to Rate= Rs.100600/-					
धसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * धसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) = (((100600-34400) * (100 / 100)) + 34400) = Rs.100600/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 100600 * 83.798 = Rs.8430078.8/-				
D) खुल्या जमिनीवरील वाहन तळाचे क्षेत्र	13.94चौ. मीटर				
खुल्या जमिनीवरील वाहन तळाचे मूल्य	= 13.94 * (34400*40/100) = Rs.191814.4/-				
Applicable Rules	= 3, 9, 18, 19 ,15				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळाघराचे मूल्य + मेट्रीगरेट मजला क्षेत्र मूल्य + लगतच्या गल्लीचे मूल्य(खुली बाळकनी) + वरील गल्लीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकनी + स्वयंचालित वाहनतळा = A + B + C + D + E + F + G + H + I + J . = 8430078.8 + 0 + 0 + 191814.4 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.8621893/- = ₹ शहाऐंगी लाख एकवीस हजार आठ शे व्याण्णव /-				

Home

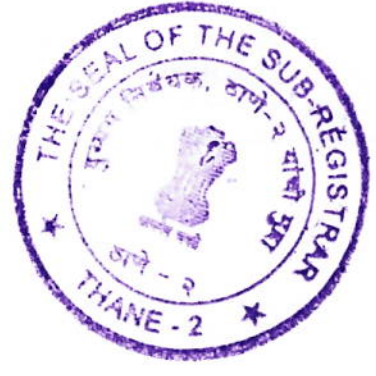
Print

सह दुय्यम निबंधक वर्ग - २
ठाणे क्र. २

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दस्त क्रमांक 22324 / 2022
9 / १०



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दस्ता क्रमांक 22324 / 2022
2 / १०





CHALLAN
MTR Form Number-6

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दस्ता क्रमांक २२३२५ / २०२२
३ / ९०



GRN	MH008721062202223E	BARCODE			Date	03/10/2022-13:13:14	Form ID	25.2			
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)							
Office Name	THN2_THANE 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	ACRPM4908N						
Location	THANE			Full Name	Vasant Prabhakar Menon						
Year	2022-2023 One Time			Flat/Block No.	Flat No. 201 Wing D Trafalgar Square						
Account Head Details			Amount In Rs.	Premises/Building							
0030046401	Stamp Duty		978000.00	Road/Street	Lodha Sterling Clariant Compound Kolshet Road						
0030063301	Registration Fee		30000.00	Area/Locality	Thane						
				Town/City/District							
				PIN		4	0	0	6	0	7
				Remarks (If Any)	PAN2=AAACL1490J-SecondPartyName=Macrotech Developers Limited-CA=13965658						
				Amount In	Ten Lakh Eight Thousand Rupees Only						
Total			10,08,000.00	Words							
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK							
Cheque/DD Details				Bank CIN	Ref. No.	69103332022100611291	717230733				
Cheque/DD No.				Bank Date	RBI Date	06/10/2022-12:42:55	Not Verified with RBI				
Name of Bank				Bank-Branch	IDBI BANK						
Name of Branch				Scroll No. , Date	Not Verified with Scroll						

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

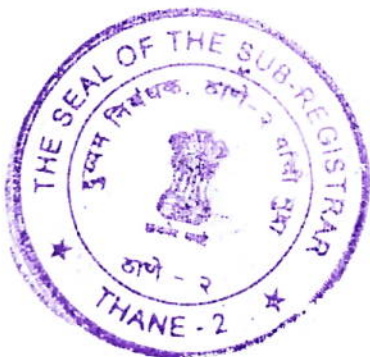
Mobile No. : 8291941106

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



Print Date 06-10-2022 12:43:05

ठाने - २
दस्ता क्रमांक 22324 / 2022
४ / ९०



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दस्तावेज क्र. २२३२५ / २०२२
५ / २०

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 07th day of Oct. 2022

BETWEEN:

MACROTECH DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Mumbai Fort -400001,, hereinafter referred to as "**THE COMPANY**" (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**;

AND

Vasant Prabhakar Menon residing / having its address at **B/403, Mittal Tower, Plot 93, Sector 1, Kopar khairane, Navi Mumbai 400709 Maharashtra India** and assessed to income tax under permanent account number (PAN) **ACRPM4908N** hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

The Company and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**"



ठाने - २
क्र. २२३२५ / २०२२
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दस्ता क्रमांक २३२५ / २०२२
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WHEREAS:

- A. The Company is/shall be constructing the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).
- B. The chain of title of the Company to the Larger Property is at **Annexure 2** (Chain of Title).
- C. A copy of the Report on Title in respect of the Larger Property is at **Annexure 3** (Report on Title).
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at **Annexure 4** (Key Approvals). Applications for further Approvals may be under consideration of the relevant Authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local Authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5** (Floor Plan).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITIONS**

- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Unit/ Building, but shall not include FCAM Charges.

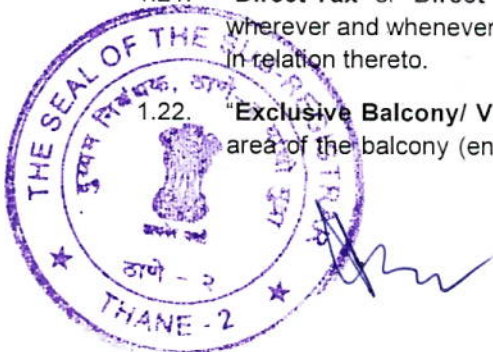




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- 1.7. **"Building"** shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.8. **"Building Conveyance"** shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. **"Building Protection Deposit"** shall mean the amounts specified in the **Annexure 6A**.
- 1.10. **"CAM Charges"** shall have the meaning ascribed to it in Clause 15.5.
- 1.11. **"CAM Commencement Date"** shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether/when the Purchaser takes possession of the Unit.
- 1.12. **"Car Parking Spaces"** shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.13. **"Carpet Area"** shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.14. **"Cheque Bouncing Charges"** shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the Cheque Bouncing Charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.
- 1.15. **"Club"** shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. **"Common Areas and Amenities"** shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at **Annexure 7 (Common Areas and Amenities)**.
- 1.17. **"Company Notice of Termination"** shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. **"Confidential Information"** shall have the meaning ascribed to it in Clause 27.1 below.
- 1.19. **"Consideration Value"** shall have the meaning ascribed to it at **Annexure 6 (Unit and Project Details)**.
- 1.20. **"Date of Offer of Possession"** or **"DOP"** shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at **Annexure 6 (Unit and Project Details)**.
- 1.21. **"Direct Tax"** or **"Direct Taxes"** shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.

1.22. **"Exclusive Balcony/ Veranda/Open Terrace Area"** or **"EBVT Area"** shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or

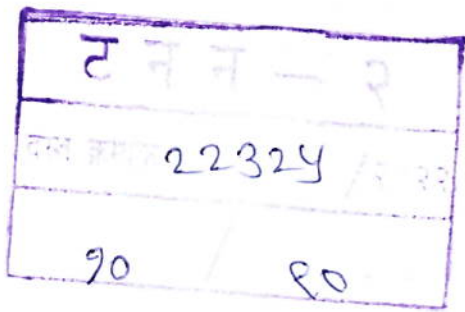


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elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

- 1.23. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.24. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at Annexure 6A.
- 1.25. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.
- 1.26. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.27. "FEMA" shall have the meaning ascribed to it in Clause 20.1(bb) below.
- 1.28. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.29. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals, or any other event (one-off or continuing) beyond the control of the Company affecting the progress of the Project.
- 1.30. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.14 below.
- 1.31. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature, whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.32. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate ("MCLR") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.33. "Larger Property" means the land with details as described in Annexure 1 (*Description of Larger Property*). For clarity, there may be additional land parcels which may form part of the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.34. "Liquidated Damages" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereon.
- 1.35. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.





- 1.36. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.
- 1.37. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.38. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.39. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.40. "Project" shall mean the project with RERA registration number as stated in **Annexure 6 (Unit and Project Details)** and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.41. "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the proportionate share of common areas of the Building.
- 1.42. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause 11.3.1.b below.
- 1.43. "Refund Amount" shall mean:
- 1.43.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Consideration Value or part thereof, paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to third parties by the Company on behalf of the Purchaser, including but not limited to, stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

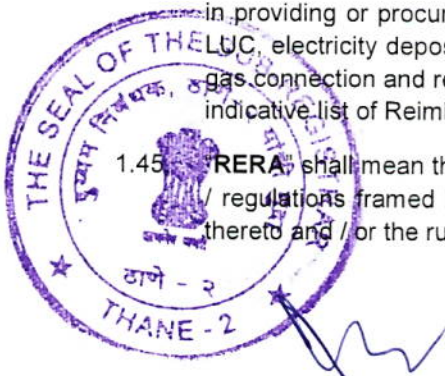
For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

- 1.43.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1.b: an amount equivalent to the aggregate of the Consideration Value or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting therefrom any amounts paid to 3rd parties by the Company on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser), till the date of payment of the Refund Amount.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

- 1.44. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit, including but not limited to, LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure 6A**.

- 1.45. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.



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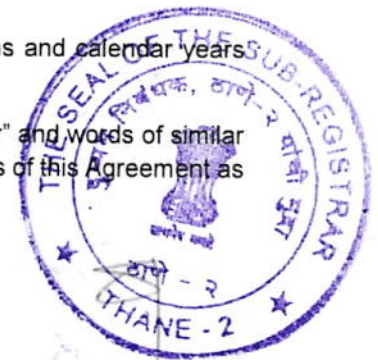
- 1.46. "Service Providers" shall have the meaning ascribed to it in Clause 15.14 below.
- 1.47. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.48. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.
- 1.49. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.50. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
 - the benefit of this Agreement; and, or,
 - in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25% (twenty five per cent) of the voting rights and, or, economic interest;
 - in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

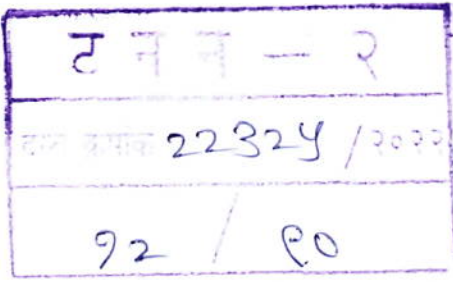
The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 1.51. "Ultimate Organization" shall mean the company/ condominium/ society/ other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14. Till such time that the management of the Ultimate Organization is handed over to the representatives elected by the purchasers/ owners of all the units in the Building, all rights and powers of the Ultimate Organization shall vest in and be exercised by the Company.
- 1.52. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floor plan thereto (with unit shaded) annexed as Annexure 5 (Floor Plan) hereunder.

2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - All statutory instruments or orders made pursuant to a statutory provision; and
 - Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.





- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser and has been arrived at having regard to *inter alia* the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Purchaser hereby further agrees, acknowledges and accepts that Liquidated Damages are not penal and essentially in the nature of guarantee by the Purchaser to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Company will be entitled to adjust the Liquidated Damages as earnest money under this Agreement in case of any failure / non-compliance on the part of the Purchaser. Forfeiture of Liquidated Damages is for the sole purpose of reasonably compensating the Company for the loss or damage that is suffered / likely to be suffered by the Company on account of breach / contravention of the terms of this Agreement by the Purchaser. The Purchaser hereby waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein or otherwise contending to the contrary.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. All references in this Agreement to the term 'Date of Offer of Possession' / 'DOP' shall be read and construed as reference to 'Extended DOP', if and as applicable.
- 2.14. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

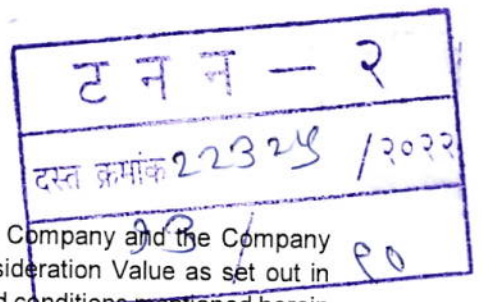
3. **DISCLOSURES AND TITLE**

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) the Purchaser has taken inspection of all the relevant documents; and (iii) the Purchaser has, in relation to the Unit/ Building/ Larger Property, satisfied himself of *inter alia* the following:
- Nature of the Company's right, title and encumbrances, if any;
 - The Approvals (current and future);
 - The drawings, plans and specifications; and
 - Nature and particulars of fixtures, fittings and amenities.

- 3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding the draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

AGREEMENT TO SELL AND CONSIDERATION





4.1. The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in **Annexure 6 (Unit and Project Details)**, subject to the terms and conditions mentioned herein and the Approvals.

4.2. The Consideration Value shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

4A. OTHER AMOUNTS PAYABLE

All other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, shall be paid by the Purchaser to the Company in the manner more particularly described at **Annexure 6A** within 14 (fourteen) days of such demand being made by the Company, time being of the essence. The Possession of the Unit as provided under Clause 10 herein is subject to payment of all amounts under this Agreement including the amounts set out at **Annexure 6A**.

4B. TERMS OF PAYMENT

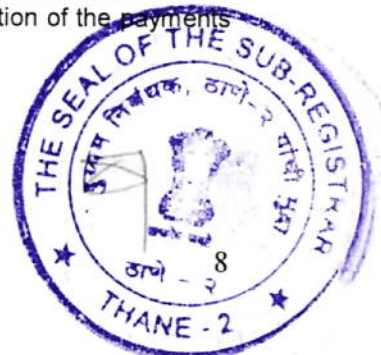
4B.1 The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

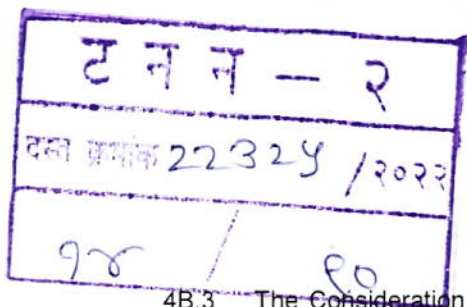
- a. shall make payment of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto as per the timelines set out herein, without any delay or demur for any reason whatsoever;
- b. shall observe all covenants, obligations and restrictions stated in this Agreement; and
- c. confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4B.2 It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

- a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
- b. **Secondly**, towards Interest due as on the date of payment;
- c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges, dues and Taxes payable or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
- d. **Fourthly**, towards outstanding dues, including Consideration Value and any other amounts payable in respect of the Unit or under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Company.





4B.3 The Consideration Value and other amounts payable under this Agreement shall remain fixed, save and except for proportionate share (in ratio of Net Area) of any increase in costs/charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5% (five per cent) beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2021 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.

4B.4 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

4B.5 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2021 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. CONSTRUCTION AND DEVELOPMENT

5.1. The Company shall, subject to the terms hereof, construct the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.

5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

5.3. The Parties agree that the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/ Ultimate Organization. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

5.4. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be, at absolute liberty, to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. SECURITIZATION

6.1 The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the



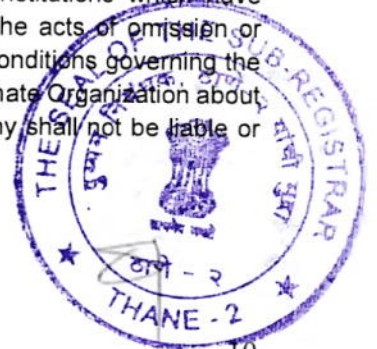
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same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges and/or part thereof and any amounts received/ receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein.

- 6.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value or any other amounts payable under this Agreement, including Reimbursements and Maintenance Related Charges paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. **LOANS AGAINST THE UNIT**

- 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement ("Loan") and any mortgage created or to be created over the Unit in connection with such Loan (which shall require the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges or any parts thereof and/or any other amounts payable hereunder.
- 7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Consideration Value and any other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.



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7.4. The Purchaser indemnifies and hereby agrees to keep harmless and indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/ financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6 (Unit and Project Details)** hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not permit the Ultimate Organization to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

8.2. The Purchaser is aware and agrees and acknowledges that the Car Parking Spaces to be allotted / allocated to the Purchaser may be in stack or tandem or any other format or manner as may be permissible under Applicable Law. The Purchaser hereby agrees, acknowledges and confirms that the Purchaser shall not raise any objection in respect of the format of Car Parking Spaces that may be allocated pursuant to this Agreement. The Purchaser hereby agrees not to raise any claim or grievance in respect of the Car Parking Spaces being allotted / allocated to the Purchaser.

9. **REGISTRATION**

9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/ co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. **POSSESSION**

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP as extended by the grace period set out at **Annexure 6 (Unit and Project Details)** and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the "**Extended DOP**") i.e. estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + grace period as set out at **Annexure 6 (Unit and Project Details)** + further extension as may be applicable pursuant to Clause 10.4).

10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 14 (fourteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("**Possession Demand Letter**") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts



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payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 (two) months from the date of the Possession Demand Letter and the Purchaser alone shall be responsible/ liable in respect any loss or damage that may be caused to the Unit after this date.

- 10.3. The Company shall obtain occupation certificate for the Unit ("OC") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.
- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:
- Any event of *Force Majeure*;
 - Riots / other civil disturbances; or
 - Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

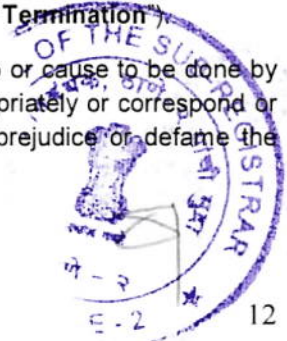
For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

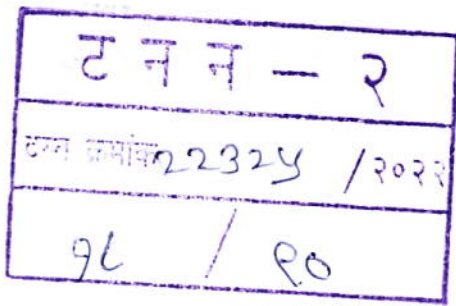
11. TERMINATION

- 11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties have entered into this Agreement, knowing fully well that the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and Indirect Taxes thereto may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of any change in the Consideration Value or other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and Indirect Taxes thereto.

Company's Right to Terminate

- 11.2. The Company shall have right to terminate this Agreement only in the following circumstances:
- 11.2.1. Default / Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to), making payment of all due amounts as per Payment Schedule set out at **Annexure 6** (*Unit and Project Details*) and timely payment of all amounts set out at **Annexure 6A** (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post ("**Company Notice of Termination**").
- 11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the





Building / Project / Larger Property or the Company or its representatives. In the event, the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in Applicable Law, have the option to terminate this Agreement sending the Company Notice of Termination.

- 11.2.3. Prolonged Stoppage in Construction: In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company Notice of Termination.

Purchaser's Right to Terminate:

- 11.3. Purchaser shall have right to terminate this Agreement only in the following circumstances:
- 11.3.1. Delay in possession beyond Extended DOP: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in **Annexure 6** (*Unit and Project Details*), if the Company fails to offer possession of the Unit by Extended DOP, then:
- Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause b) the DOP mentioned in **Annexure 6** (*Unit and Project Details*) shall stand revised to and substituted by revised date communicated by the Company. The Company shall credit Interest to the Purchaser for the period between the Extended DOP and the date on which possession is finally offered to the Purchaser; or
 - Within 30 (thirty) days from expiry of Extended DOP, the Purchaser may by giving notice in writing in the form set out in **Annexure 9** (*Purchaser Notice of Termination*) elect to terminate this Agreement ("**Purchaser Notice of Termination**"). Where the Purchaser Notice of Termination is not received by the Company within the aforementioned period of 30 (thirty) days from expiry of the Extended DOP, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 11.3.1(a).

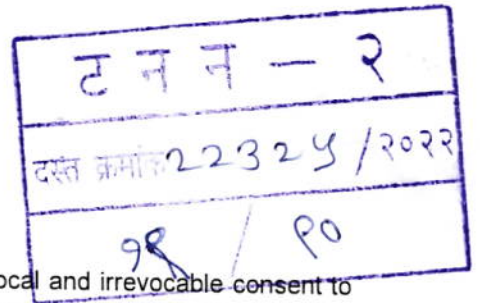
11.4. Consequences of Termination and Payment of Refund Amount

- 11.4.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.4.2.
- 11.4.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 (twelve) months from the date of receipt of: (i) the Company Notice of Termination by the Purchaser; or (ii) the Purchaser Notice of Termination by the Company, as the case may be, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. DEFECT LIABILITY

- 12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession or such shorter period as permissible under Applicable Law, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at its own costs. In case, it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Company. Notwithstanding anything stated in this Clause 12 or elsewhere in this Agreement, the Company shall not be, in any way, liable to repair or provide compensation for Structural Defects as set out in this Clause 12 where the Purchaser has made any structural changes in the Unit or in the materials used therein.





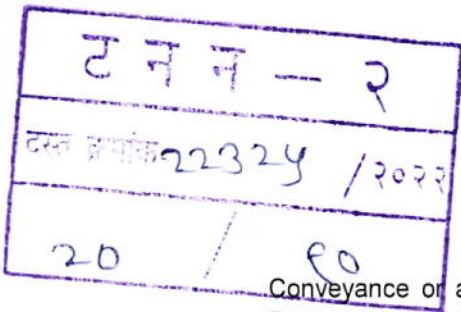
13. **SET OFF / ADJUSTMENT**

- 13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company, including the Consideration Value, Reimbursements, Maintenance Related Amounts, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and/or in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection and/or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14. **ULTIMATE ORGANIZATION**

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organization in respect of the Building. The Ultimate Organization shall be known by such name as the Company may, in its sole discretion, decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organization and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organization.
- 14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the ultimate organization(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.
- 14.3. Within 18 (eighteen) months from the date of full occupation certificate in respect of the Building and subject to payment of any outstanding amounts of CAM charges (along with interest thereon) owed by the members of the Ultimate Organization to the Company, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organization ("**Building Conveyance**") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.4. Within 18 (eighteen) months from the receipt of the full occupation certificate for the last building within the Larger Property and subject to payment of any outstanding amounts of CAM charges (along with interest thereon) owed by members of the Federation to the Company, the Company shall execute a Deed of Conveyance in favour of the Federation ("**Federation Conveyance**") in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise.
- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organization/ Federation, shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation





Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organization/ Federation.

- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organization/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organization/Federation not to claim any such right in respect of the Building/ Larger Property.
- 14.7. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organization/Federation, the Larger Property is free from encumbrances.

15. **FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB**

- 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company ("FMC"). The FMC will be appointed by the Company for a period of upto 60 (sixty) months, commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organization / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.
- 15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organization in the event:
- the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
 - the BCAM Charges and FCAM charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).
- 15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organization shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building.
- 15.4. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the BCAM Charges and FCAM Charges (collectively, the "CAM Charges") as set out at Annexure 6A. The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals.

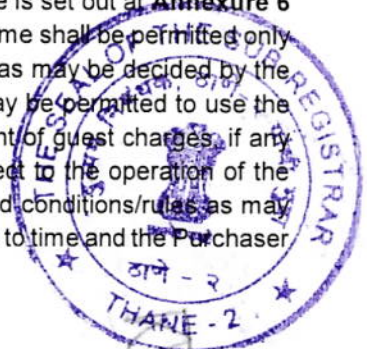


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- 15.6. The Purchaser shall be obliged to pay the CAM charges in advance on or before the 1st day of each quarter to the Ultimate Organization /Federation or the Company, as the case maybe. The Ultimate Organization shall be responsible for collections of both, BCAM charges and FCAM charges from its members. The Ultimate Organization shall ensure that the FCAM charges are collected and deposited with the Federation on or before the 1st day of each quarter.
- 15.7. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 7.5% (seven point five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 15.8. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes possession on such date or not. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in **Annexure 6A** from the CAM Commencement Date.
- 15.9. The Purchaser is aware and hereby confirms that no CAM Charges shall be payable on any unsold unit(s) by the Company. For any unit, the CAM Charges shall commence on the date of offer of possession of the said unit after it is sold. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.
- 15.10. All Maintenance Related Amounts stated in **Annexure 6A** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organization, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.10 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/ Ultimate Organization till such time all due amounts are paid together with Interest for the period of delay in payment. The Purchaser confirms that he/she/it shall pay interest on any delay in payment of Maintenance Related Amounts at the rate as may be specified by the Ultimate Organization or the Federation. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the Ultimate Organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.
- 15.11. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) and shall not provide expense details for any other head. The details of expenses related to the BCAM charges shall be provided at the time of handover of operations by the Company to the Ultimate Organization and the FCAM charges shall be provided at the time of handover of operations by the Company to the Federation. Any surplus amounts towards BCAM and/or FCAM lying with the Company shall be paid on monthly basis to vendors providing relevant services with respect to the Building/Larger Property, after authorization from the Ultimate Organization (in case of BCAM) and Federation (in case of FCAM).

Club and Other Key Common Areas

- 15.12. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser



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confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

15.13. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s), as they may deem fit and the Purchaser shall not be entitled to object to the same.

15.14. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/ operators ("**Service Providers**") in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI ("**FSI Free Constructed Spaces**") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization/ Federation, subject to the following restrictions:

- Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.
- Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

15.15. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.

16. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**

16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.

16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("**Shortfall Amount**"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting



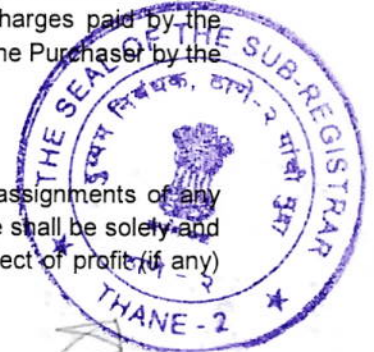
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to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.

- 16.4. In case there is any surplus amount lying with the Company after payment of the first bill of the Property Tax, the same shall be handed over to the Ultimate Organization within 3 (three) months of the Ultimate Organization taking charge of the affairs of the Building or the 3 (three) months from the date of payment of the first bill of the Property Tax, whichever is later.
- 16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser within 14 (fourteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period from commencement of construction till the Date of Offer of Possession as specified at **Annexure 6A**. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.
17. **BUILDING PROTECTION DEPOSIT**
- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 14 (fourteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

18. **INDIRECT TAXES AND LEVIES**

- 18.1. The Purchaser agrees that all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser. All Direct Taxes in respect of profit (if any)



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earned from the development and sale to the Purchaser of the Unit shall be borne by Company.

19. **INTEREST**

19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.32) on all the amounts, including the Consideration Value, Reimbursements, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

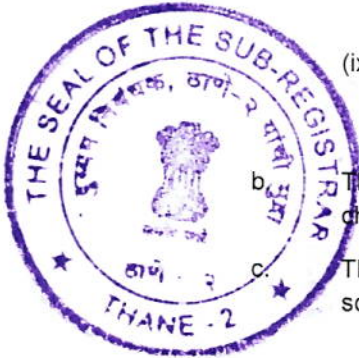
20.1. The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants and undertakes:

a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Company);
- (ii) Not make any changes to the common area/lobby and structural changes in the Building;
- (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
- (v) Not change the location of the wet/waterproofed areas;
- (vi) Not make any alteration in the elevation and outside color scheme of the Building;
- (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Partis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;
- (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
- (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.

b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company, as amended, from time to time.

c. The Purchaser hereby agrees and acknowledges that the Purchaser is aware that some or all of the EBVT area is excluded/not counted in FSI. The Purchaser has



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studied and understood the plans approved by the concerned Authorities and agrees to raise no claim in relation to the manner of approval of the EBVT areas.

- d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. In the event such Piped Gas Connection is not provided within the aforementioned period, any and all amounts paid by the Purchaser towards such Piped Gas Connection will be refunded to the Purchaser without any interest thereon ("**Piped Gas Connection Charges**"). The Purchaser agrees and acknowledges that on the refund of the Piped Gas Connection Charges, the Company will not have any further obligation or liability towards the Purchaser in this regard.
- e. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.
- f. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organization / Federation.
- g. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
- h. The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building and/or Ultimate Organization shall not be changed without the prior written consent of the Company.
- i. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.
- j. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.
- k. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- l. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- m. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or





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government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

- n. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- o. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz., user for any purposes other than for residential or otherwise.
- p. In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.
- q. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time that the Occupation Certificate is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit after this time shall require written approval/ no-objection letter ("NOC") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement, including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC, the Purchaser (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger development respectively, of the Company) shall be invalid and liable to be cancelled.



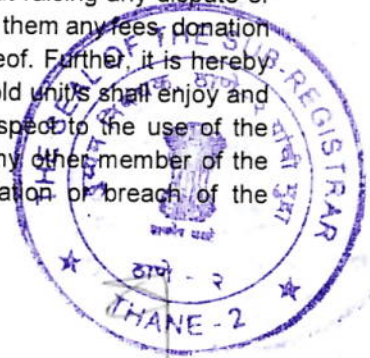
The Purchaser is aware that certain parts of the Larger Property are earmarked for exclusive use by the residents of the specific building(s) / unit(s) and the Purchaser hereby agrees to not interfere in any manner, direct or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard.

The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not

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liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

- t. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to, the application form, allotment letter, brochure or electronic communication of any form.
- u. Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organization/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.
- v. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5% (zero point five per cent) of the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, for every day that any such breach continues within 14 (fourteen) days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- w. The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organization to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, of any nature whatsoever in this regard, from the Ultimate Organization and, or, Federation (as the case may be) for the purpose and further, without payment of any charges / transfer fee to the Ultimate Organization and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organization and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organization and, or, Federation to issue such consents and, or, permissions forthwith on request. The Company shall provide written intimation of such sale to the Ultimate Organization and, or, Federation within 30 (thirty) days of such sale being completed and the Ultimate Organization / Federation shall add such purchaser as its member, without any delay or demur and further, without any charge being levied for addition of such new member(s). Such purchaser of unsold unit/s shall, in any case, deemed to be a member of the Ultimate Organization.
- x. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold units shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/Federation. In the event of a violation or breach of the



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covenants at Sub-Clause 20.1(w) and (x), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.

- y. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain car parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.
- z. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity of inspecting the Unit only after making payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto.
- aa. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- bb. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 and rules/ regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.
- cc. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.



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- dd. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.
- ee. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.

21. **SPECIAL CONDITIONS**

- 21.1. The Parties agree to adhere to the conditions set out in **Annexure 8 (Special Conditions)** and agree that these conditions shall prevail over any other conflicting provision of this document.

22. **MISCELLANEOUS**

- 22.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in Applicable Law of the Building, Project or Larger Property or any part thereof.
- 22.2. All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6 (Unit and Project Details)**. Electronic communication (e.g. email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.
- 22.3. The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.
- 22.4. Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6 (Unit and Project Details)** hereto in the subject line in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be *non-est*/null and void.

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

- 23.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 23.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company ("**Arbitrator**").
- 23.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- 23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.



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

24. **SEVERABILITY**

24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

24.2. The Parties shall negotiate, in good faith, to replace such unenforceable provisions with provisions which most nearly give effect to the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

25. **WAIVER**

25.1. Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

26. **ENTIRE AGREEMENT**

26.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except in writing signed by both the Parties.

27. **CONFIDENTIALITY**

27.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.

27.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

27.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

a. such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or

b. such disclosure is required in connection with any litigation; or

c. such information has entered the public domain other than by a breach of the Agreement.



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

SIGNED AND DELIVERED

By the Company within named

MACROTECH DEVELOPERS LIMITED

through the hands of Constituted Attorney

Mr. Surendran Nair

authorised vide Power of Attorney

dated _____

In the presence of:

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2. _____

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SIGNED AND DELIVERED

By the within named Purchaser

Vasant Prabhakar Menon

In the presence of:

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2. _____

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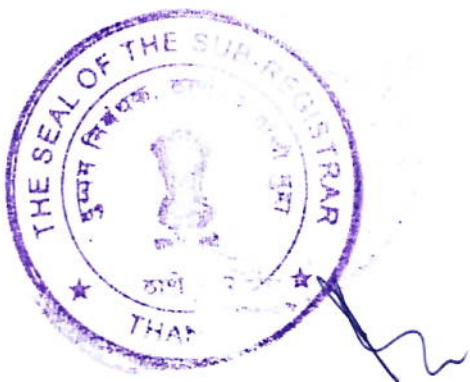
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Annexure 1

(Description of Larger Property)

All the pieces and parcels of land lying being and situate at Village Balkum, Kolshet and Dhokali, Taluka and District Thane admeasuring 351741.40 sq. mtrs. or thereabouts alongwith the structures standing thereon bearing various Survey Numbers and Hissa Numbers in the registration district of Thane (" **Larger Property**")

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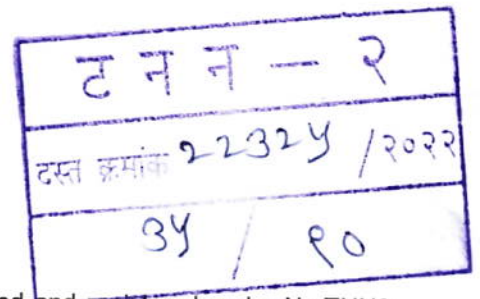
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Annexure 2
(Chain of Title)



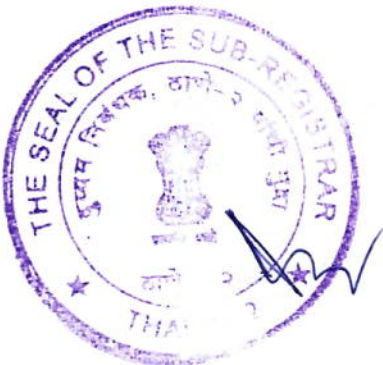
1. By an Agreement for Sell dated 31st December 2014 executed and registered under No.TNN9-8377/2014 with the Sub-Registrar of Assurances at Thane in Book-I by and between Clariant Chemicals (India) Limited (**Clariant**) as Vendor of the One Part and the Company as a Purchaser of the Other Part, Clariant has agreed to sell and transfer their right, title and interest in the Freehold land admeasuring 96097.43 sq. mtrs or thereabouts lying being and situate in Villages Balkum, Kolshet and Dhokali in Taluka and District Thane in favour of the Company for valuable consideration and on terms and conditions stated therein.
2. Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TNN9-8378/2014 registered with the Sub-Registrar of Assurances at Thane by Clariant in favour of the Company, Clariant has appointed the Company as its Constituted Attorney acting through its authorised signatories and conferring upon the Company all and any powers and authorities to do and carry out all acts, deeds, matters and things for and on behalf of Clariant and its name in connection with the said Freehold land.
3. By an Agreement for Sell dated 31st December 2014 executed and registered under No.TNN9-8374/2014 registered with the Sub-Registrar of Assurances at Thane in Book-I by and between Clariant as Vendor of the One Part and the Company as a Purchaser, Clariant has agreed to sell and transfer all its right, title and interest in the Sanad land admeasuring 255643.97 sq. mtrs. or thereabouts lying being and situate in Villages Balkum, Kolshet and Dhokali in Taluka and District Thane in favour of the Company for valuable consideration and on terms and conditions stated therein.
4. Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TNN9-8375/2014 registered with the Sub-Registrar of Assurances at Thane, Clariant in favour of the Company, Clariant has appointed the Company as its Constituted Attorney acting through its authorised signatories, and conferring all and any powers and authorities to do and carry out on all acts, deeds, matters and things for and on its behalf and its name in connection with the said Sanad land.
5. By an Order dated 10th March 2015 issued by the Collector Thane, the permission for sale and for conversion from industrial to residential use inter alia of the said Sanad land is granted for an area in aggregate in all admeasuring 253574.33 sq. mtrs. mentioned in Schedule – A annexed thereto, on terms and conditions stated therein.
6. By Order No.ULC/TA/ATP/Industries.Section 20/SR GAD/338/62 dated 12th March 2015 issued by Additional Collector and Competent Authority, Thane Urban Agglomeration – Thane, the restrictions imposed on Freehold and Sanad Land for industrial use and alienation are deleted, in respect of certain land described thereunder, which are forming part of the Freehold and Sanad land mentioned in Schedule hereunder written.
7. Pursuant thereto, by Indenture of Conveyance dated 13th March 2015 executed and registered under No.TNN9-1796/2015 on 13/03/2015 registered with the Sub-Registrar of Assurances at Thane in Book-I by Clariant as Vendor of the One Part in favour of the Company as a Purchaser of the Other Part, Clariant has sold, conveyed and transferred all its right, title and interest in the Freehold land (more particularly described in Schedule thereunder and hereunder written) for valuable consideration and on terms, covenants and conditions stated therein.
8. By another Indenture of Conveyance dated 13th March 2015 executed and registered under No.TNN9-1794/2015 on 13/03/2015 registered with the Sub-Registrar of Assurances at Thane in Book-I by Clariant as Vendor of the One Part in favour of the Ishwer Realty and Technologies Private Limited (now Macrotech Developers Limited as demonstrated in the title reports) as a Purchaser of the Other Part, Clariant has sold, conveyed and transferred their right, title and interest in the Sanad land (more particularly described in Schedule thereunder), for valuable consideration and on terms, covenants and conditions stated therein.
9. By Certificate of Incorporation dated 17th April 2017 pursuant to name change, the name of Ishwer Realty and Technologies Private Limited has now been changed to Lodha Developers Thane Private Limited from the said date.





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- By and under Certificate of Incorporation dated 7th January 2018, pursuant to name change, the name of ~~Lodha Developers Thane Private Limited~~ has now been changed to Bellissimo Developers Thane Private Limited from the said date of the Certificate of Incorporation.
11. By a scheme of merger by absorption under section 230 to 232 of the Companies Act, 2013 came to be filed before the National Company Law Tribunal, Mumbai Bench by Bellissimo Developers Thane Private Limited (the Transferor Company) and Lodha Developers Limited (the Transferee Company), under which the entire business of Transferor Company as going concern including all the assets, properties movables and immovables and other assets of whatsoever nature and all rights and power of every kind, nature and description of Bellissimo Developers Thane Private Limited, without further act or deed are to be transferred to and vested in or be deemed to be transferred to and vested in Lodha Developers Limited with effect from appointed date therein. Further, upon the scheme becoming effective, Bellissimo Developers Thane Private Limited would stand dissolved without winding up of the Transferor Company. On 2nd November 2018 the said scheme has been sanctioned by the Hon'ble NCLT Tribunal and the said Property vested in Lodha Developers Limited
 12. By a Certificate of Incorporation dated 24th May 2019, pursuant to the change of name under the provision of Rule 29 of Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodha Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.



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Mher Realty and Technologies Private Limited (in-part)

Land lying being and situate at Village Bakum, Kolhat and Dhokai, Taluka and District Thane measuring 25174.40 sq. mtrs. or thereabouts...

Upon the instructions of my clients Mher Realty and Technologies Private Limited ("Company"), I have investigated their title to the land lying being and situate in Villages Bakum, Dhokai and Kolhat which comprises of Freehold Lands measuring 25174.40 sq. mtrs. or thereabouts and Sanad Lands measuring 25564.97 sq. mtrs. along with structures standing thereon, more particularly described in the Annexure-A annexed hereto...

I have perused the documents, revenue records and permission/consentance in respect of the said Property, details whereof are as follows:

- a) Revenue Records in respect of the said Property.
b) Various Deeds of Conveyance executed and registered between the original owners and Company for acquiring the Freehold Lands.
c) Sanads issued by Government of Maharashtra for grant of Sanad Lands to Company.
d) Non Agricultural Use (NAC) Permissions under the provisions of Maharashtra Land Revenue Code, 1978.
e) Permissions under Section 20 of Urban Land (Ceiling and Regulation) Act, 1976 (now repealed).
f) Permissions issued by the Collector under the relevant provisions of the Maharashtra Tenancy and Agricultural Lands Act, 1948 ('MTAL Act').

part of the Property and originally situate at Village Bakum became a part of Village Dhokai and were allotted new survey numbers.

On going through the Revenue Records & Record of Rights of the Property, I observed as follows:-

- (a) The land bearing Survey No. 555P and 557P acquired by Company under Sanad LAQ-SR-10 was in their possession since 1965. However, the name of Nicholas Piramal India Limited is entered on 712 extract of Survey No. 555P Part and 557 Part of Village Kolhat (forming part of Sanad Lands).
(b) Sanad Land bearing Survey No. 274T and Survey No. 104 in Village Kolhat are standing in the names of Sanad Products Private Limited / Sanad Fedes Private Limited / Sanad India Limited in the revenue records.
(c) The name of RIN Akbar Camp is reflected for the portion of Sanad land comprised in Old Survey No. 1092 (now bearing Survey No. 322A and 322B) in Village Dhokai on 712 extract.
(d) By Sanad dated 29th January 1965, Survey no. 1092 measuring 1 Acre 2 Guntas i.e. 4247 sq.mtrs or thereabouts was granted to Company.
(e) Survey no. 1092 has been inter alia subdivided into 2 parts i.e. 322A and 322B.

TITLE OF CLARIANT IN RESPECT OF FREEHOLD LANDS

By virtue of the various Deeds of Conveyances (the details whereof are set out in Annexure-B annexed hereto)...

- (i) The name of RIN Akbar Camp has been mutated in the Occupancy column of the 712 extract of the new Survey no. 322B in pursuance of Mutation Entry No. 1008 dated 15th December 1964.
(ii) On perusal of Mutation Entry No. 1008 dated 15th December 1964 it is seen that Survey no. 1092 (part measuring 3250 sq.mtrs or thereabouts) and not Survey no. 1092 (entire) is granted to RIN Akbar Camp vide LAQ Order dated 5/8/54.
(iii) On perusal of the above it is seen that the entry of RIN Akbar Camp has been wrongly reflected on New Survey no. 322B which was granted to Company under aforesaid Sanad dated 29th January 1965.

TITLE OF CLARIANT IN RESPECT OF SANAD LANDS

By virtue of the various Sanads issued by the Collector of Thane (details whereof are set out in Annexure-C annexed hereto)...

- (i) While acquiring Freehold Lands, Company was granted consent by Collector of Thane under section 43 of MTAL Act in respect of Free hold land which are subjected to provision of Section 32G of the MTAL Act.
(ii) In the premises aforesaid, Company became entitled to the said Freehold Lands as absolute owner thereof.
(iii) By virtue of various Sanads issued by the Collector of Thane (details whereof are set out in Annexure-D annexed hereto)...

OBSERVATIONS ON THE REVENUE RECORDS OF THE PROPERTY

By reason of subdivision of Village Bakum after 1965, a new Village Dhokai came into existence and some of the land forming...

RESERVATIONS AFFECTING THE PROPERTY

The said Property is affected by reservations, designations, set-backs and development norms as per the development plan applicable to the City of Thane...

RE-ORGANIZATION AND RESTRUCTURING OF THE SAID CLARIANT

Originally Company was incorporated as Sanad Products Limited on 27th January, 1947.

- (i) Pursuant to the resolution and approval from the Government the name of Sanad Products Limited was changed to Sanad India Limited on 13th June, 1967.
(ii) By Order dated 26th February, 1966 of the Bombay High Court, in Company Petition No. 511 of 1965...

TITLE DOCUMENTS EXECUTED BY CLARIANT IN FAVOUR OF THE COMPANY

By and under No-Objection Letter dated 26th August 2014, the Labour Commissioner has issued a certificate stating therein that there are no legal dues payable to the labourers/employees by Company...

- (i) By and under No-Objection Letter dated 26th August 2014, the Labour Commissioner has issued a certificate stating therein that there are no legal dues payable to the labourers/employees by Company.
(ii) By Order dated 18th June 2014 passed by Hon'ble Revenue Minister in the matter identified as Land No.2744-C/2014, it is inter alia ordered that the said Sanad be added to deal with the said Property including development right thereof to prospective purchaser/developer particularly the Company with further direction to Collector Thane in connection therewith.
(iii) By an Agreement for Sale dated 31st December 2014 executed and registered under No.TN99-8376/2014 with the Sub-Registrar of Assurances at Thane in Book-I by and between Company as Vendor of the One Part and Company as a Purchaser of the Other Part...

more particularly set out in Annexure-B annexed hereto (collectively referred to as "Deeds of Conveyance").

- (i) While acquiring Freehold Lands, Company was granted consent by Collector of Thane under section 43 of MTAL Act in respect of Free hold land which are subjected to provision of Section 32G of the MTAL Act.
(ii) In the premises aforesaid, Company became entitled to the said Freehold Lands as absolute owner thereof.

TITLE OF CLARIANT IN RESPECT OF SANAD LANDS

By virtue of various Sanads issued by the Collector of Thane (details whereof are set out in Annexure-D annexed hereto)...

- (i) While acquiring Freehold Lands, Company was granted consent by Collector of Thane under section 43 of MTAL Act in respect of Free hold land which are subjected to provision of Section 32G of the MTAL Act.
(ii) In the premises aforesaid, Company became entitled to the said Freehold Lands as absolute owner thereof.

OBSERVATIONS ON THE REVENUE RECORDS OF THE PROPERTY

By reason of subdivision of Village Bakum after 1965, a new Village Dhokai came into existence and some of the land forming...

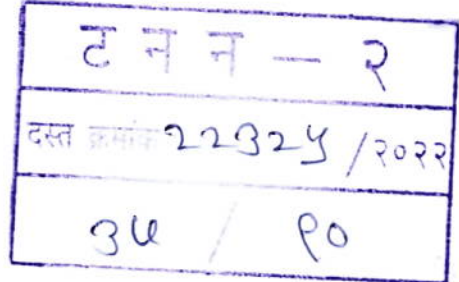
RESERVATIONS AFFECTING THE PROPERTY

The said Property is affected by reservations, designations, set-backs and development norms as per the development plan applicable to the City of Thane...

RE-ORGANIZATION AND RESTRUCTURING OF THE SAID CLARIANT

Originally Company was incorporated as Sanad Products Limited on 27th January, 1947.

- (i) Pursuant to the resolution and approval from the Government the name of Sanad Products Limited was changed to Sanad India Limited on 13th June, 1967.
(ii) By Order dated 26th February, 1966 of the Bombay High Court, in Company Petition No. 511 of 1965...



MISCELLANEOUS

- (i) By a Lease Agreement dated 17th April 2003 executed between Company of the One Part and Senior Superintendent Post Office, Thane Central Division on behalf of President of India of Other Part and registered with the Sub-Registrar of Assurances under Sanad No.TN99-8376/2014, Company demised the premises known as Sanad Bag Post Office situated at Kolhat Road, Sanad Raig, Thane 400007 standing on a portion of the said Property bearing Survey No. 55 Hissa No. 7 (part), Survey No. 55 Hissa No. 12 and Survey No. 55 Hissa No. 13 at Village Kolhat in the District of Thane and having bonded up area measuring approximately 6.860 square feet and plain area measuring 1.250 square feet, and which is hereinafter referred to as the "Post Office".
(ii) Company has handed over to the TMC possession of a portion of the said Property measuring 2,516 square meters for widening of a road and a portion of the said Property measuring 3797.50 sq. mtrs. for widening of a road.
(iii) The manufacturing activity situated on the Property has been formally and permanently closed by Company and its such no manufacturing activities of whatsoever nature are being undertaken by Company from/on the said Property thereon, under the cover of letter dated 14th December 2013, Company has, in...

behalf of Company and its name in connection with the said Property...

- (i) By an Agreement for Sale dated 31st December 2014 executed and registered under No.TN99-8376/2014 registered with the Sub-Registrar of Assurances at Thane in Book-I by and between Company as Vendor of the One Part and Company as a Purchaser of the Other Part...
(ii) Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TN99-8376/2014 registered with the Sub-Registrar of Assurances at Thane, Company in favour of the Company, Company has appointed the Company as its Constituted Attorney acting through its authorized signatures, and conferring all and any powers and authorities to do and carry out in all acts deeds, matters and things for and on its behalf and its name in connection with the said Sanad land.
(iii) By an Order dated 10th March 2015 issued by the Collector Thane, the permission for sale and for conversion from industrial to residential use inter alia of the said Sanad land is granted for an area in aggregate of 255374.33 sq. mtrs. mentioned in Schedule 'A' of the said Order on terms and conditions stated therein.

TITLE OF CLARIANT IN RESPECT OF SANAD LANDS

By virtue of various Sanads issued by the Collector of Thane (details whereof are set out in Annexure-D annexed hereto)...

- (i) Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TN99-8376/2014 registered with the Sub-Registrar of Assurances at Thane in favour of the Company, Company has appointed the Company as its Constituted Attorney acting through its authorized signatures and conferring upon the Company all and any powers and authorities to do and carry out in all acts, deeds, matters and things for and on...



There is Book 4 by Client as Vendor of the One Part in favour of the Company as a Purchaser of the Other Part. Client has sold, conveyed and transferred all its right, title and interest in the Freehold land (more particularly described in Schedule hereunder and hereunder written) for valuable consideration and on terms, covenants and conditions stated therein.

- (i) By another Indenture of Conveyance dated 13th March 2015 executed and registered under No TNV-1794/2015 on 13/03/2015 registered with the Sub-Registrar of Assurances at Thane in favour of Client as Vendor of the One Part in favour of the Company as a Purchaser of the Other Part. Client has sold, conveyed and transferred their right, title and interest in the Said land (more particularly described in Schedule hereunder and hereunder written) for valuable consideration and on terms, covenants and conditions stated therein.
- (ii) By and under letter dated 15th April 2015 issued by Government of India, Minister of Environment Forests and Climate Change, the Government has accorded to the Company environmental clearance for the construction of proposed Residential and Commercial Project on the said Property on the terms and conditions stated therein.

MORTGAGE

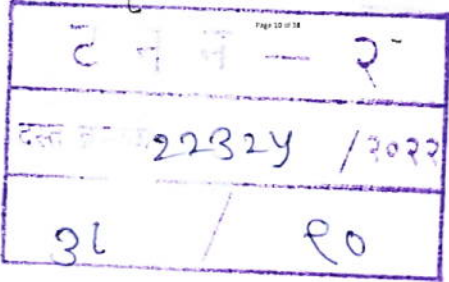
With the permission dated 10/04/2015 from Divisional Commissioner, Kurla Division by an Indenture of Mortgage dated 15/04/2015 executed and registered under No TNV-2597/2015 on 15/04/2015 with the Office of Sub-Registrar Thane-3 by the Company as a Mortgagee / Borrower of the One Part in favour of (i) Trusteeship Services Private Limited as the Security Trustee of the Other Part, the Company has also mortgaged a portion of the Property more particularly described in the Schedule - I hereunder written amounting in aggregate 1,13,482 sq. mtrs. known as Plot C1 comprised in Village Bakum and Khatel and forming a part of the Annexure - A herein (Freehold and Said land) for credit facility on terms, conditions and covenants stated therein and the title documents in relation to the said Property have been deposited with (i) Trusteeship Services Limited as the trustee/pledger for and on behalf of the lenders.

CONCLUSION.
In the light of what is stated heretofore and subject to the mortgage, I hereby certify that (i)ver Realty and Technologies Private Limited is entitled to the Freehold land and Said Land as absolute Owners thereof and entitled to carry out development in respect of the same.

**ANNEXURE A
(DESCRIPTION OF PROPERTY)
SANDHANS
VILLAGE BAKUM**

Sr. No.	New Survey No./Hissa No.	Old Survey No./Hissa No.	Name of the Land Holder as recorded in 7/12 Extract	Area (in square meters)
1	62	170	Clariant Chemicals (India) Limited	2243.00
2	63/1	172/1	Clariant Chemicals (India) Limited	1529.00
3	63/2	172/2	Clariant Chemicals (India) Limited	961.99
4	63/3	172/3	Clariant Chemicals (India) Limited	2230.00
5	63/4	172/4	Clariant Chemicals (India) Limited	3364.00
6	63/5	172/5	Clariant Chemicals (India) Limited	1242.00
7	63/6	172/6	Clariant Chemicals (India) Limited	790.00

8	63/7	172/7	Clariant Chemicals (India) Limited	1396.00
9	63/8	172/8	Clariant Chemicals (India) Limited	1850.00
10	63/9	172/9	Clariant Chemicals (India) Limited	1441.63
11	63/10A	172/10/1	Clariant Chemicals (India) Limited	1720.00
12	63/10B	172/10/2	Clariant Chemicals (India) Limited	404.67
13	64/1	173/1	Clariant Chemicals (India) Limited	1315.18
14	64/2	173/2	Clariant Chemicals (India) Limited	6905.00
15	64/3	173/3	Clariant Chemicals (India) Limited	2440.00
16	64/4	173/4	Clariant Chemicals (India) Limited	1900.00
17	64/5	173/5	Clariant Chemicals (India) Limited	1871.60
18	64/6	173/6	Clariant Chemicals (India) Limited	1745.14
19	64/7	173/7	Clariant Chemicals (India) Limited	890.00



20	64/8	173/8	Clariant Chemicals (India) Limited	1720.00
21	64/9	173/9	Clariant Chemicals (India) Limited	80.00
22	66	174	Clariant Chemicals (India) Limited	430.00
23	67	175	Clariant Chemicals (India) Limited	230.00
24	68/1	176/1	Clariant Chemicals (India) Limited	506.00
25	68/2	176/2	Clariant Chemicals (India) Limited	4957.58
26	68/3	176/3	Clariant Chemicals (India) Limited	353.62
27	68/4	176/4	Clariant Chemicals (India) Limited	4200.00
28	69/2	177/2	Clariant Chemicals (India) Limited	3390.00
29	69/3	177/3	Clariant Chemicals (India) Limited	4170.00
30	69/4A	177/4A	Clariant Chemicals (India) Limited	710.00
31	69/5	177/5	Clariant Chemicals (India) Limited	505.84

32	73/6	181/6	Clariant Chemicals (India) Limited	1198.80
33	65/1	250/1	Clariant Chemicals (India) Limited	6700.00
34	65/5	250/5	Clariant Chemicals (India) Limited	2023.50
35	66/1	255A/1	Clariant Chemicals (India) Limited	1821.15
36	61	268	Clariant Chemicals (India) Limited	3541.72
37	65/4	255/4	Clariant Chemicals (India) Limited	152.00

VILLAGE DHOKALI

Sr. No.	New Survey No./Hissa No.	Old Survey No./Hissa No.	Name of the Land Holder as recorded in 7/12 Extract	Area (in square meters)
1	11	148	Clariant Chemicals (India) Limited	4755.22
2	90	151	Clariant Chemicals (India) Limited	9915.15
3	93/2B	156/2B	Clariant Chemicals (India) Limited	6930.49
4	23/2	159/2	Clariant Chemicals (India) Limited	4200.00

5	23/4	159/4	Clariant Chemicals (India) Limited	3971.12
6	23/5	159/5	Clariant Chemicals (India) Limited	680.00
7	30/1	166/1	Clariant Chemicals (India) Limited	2934.80
8	30/2	166/2	Clariant Chemicals (India) Limited	4360.00
9	30/3	166/3	Clariant Chemicals (India) Limited	130.00
10	30/4	166/4	Clariant Chemicals (India) Limited	6424.61
11	31/1	167/1	Clariant Chemicals (India) Limited	7140.00
12	31/2	167/2	Clariant Chemicals (India) Limited	535.85
13	31/3	167/3	Clariant Chemicals (India) Limited	2301.73
14	31/4	167/4	Clariant Chemicals (India) Limited	3010.00
15	32/1A	168/1P	Clariant Chemicals (India) Limited	27772.54
16	32/2A	168/2P	Clariant Chemicals (India) Limited	4249.35
17	32/2B	168/2	RUN Akbar Camp	
18	32/3	168/3	Clariant Chemicals (India) Limited	6400.00
19	33/1	169/1P	Clariant Chemicals (India) Limited	5691.09

VILLAGE KOLSHEI

Sr. No.	Survey No./Hissa No.	Name of the LAND Holder as recorded in 7/12 Extract	Area (in square meters)
1	49/1C	Clariant Chemicals (India) Limited	101.17
2	50/12B/3	Clariant Chemicals (India) Limited	760.00
3	50/12B/2	Clariant Chemicals (India) Limited	607.05
4	50/13	Clariant Chemicals (India) Limited	230.00
5	51/1B	Clariant Chemicals (India) Limited	1315.28
6	51/2	Clariant Chemicals (India) Limited	430.00
7	51/3	Clariant Chemicals (India) Limited	107.98
8	51/4	Clariant Chemicals (India) Limited	7082.25
9	52/2	Clariant Chemicals (India) Limited	1142.00
10	52/3	Clariant Chemicals (India) Limited	1138.22
11	53/4	Clariant Chemicals (India) Limited	1890.00
12	52/5	Clariant Chemicals (India) Limited	1069.89
13	50/6	Clariant Chemicals (India) Limited	342.00

14	53/7C	Clariant Chemicals (India) Limited	2160.00
15	53/2	Clariant Chemicals (India) Limited	151.70
16	53/3	Clariant Chemicals (India) Limited	252.94
17	53/4	Clariant Chemicals (India) Limited	430.00
18	53/5	Clariant Chemicals (India) Limited	455.20
19	53/6	Clariant Chemicals (India) Limited	634.63
20	53/7B	Clariant Chemicals (India) Limited	5539.33
21	53/8	Clariant Chemicals (India) Limited	660.00
22	54	Clariant Chemicals (India) Limited	6300.00
23	55/5	Nicholas Piramal India Ltd	75.88
24	55/7	Nicholas Piramal India Ltd	768.22
25	55/10A	Clariant Chemicals (India) Limited	1112.94
26	55/10B	Clariant Chemicals (India) Limited	
27	55/11	Clariant Chemicals (India) Limited	303.50
28	55/12	Clariant Chemicals (India) Limited	1090.00

29	55/13	Clariant Chemicals (India) Limited	1902.94
30	55/14	Clariant Chemicals (India) Limited	404.70
31	55/15	Clariant Chemicals (India) Limited	630.00
32	60/11A	Clariant Chemicals (India) Limited	1214.10
33	60/12	Clariant Chemicals (India) Limited	1719.98
34	60/13	Clariant Chemicals (India) Limited	1517.63
35	60/14	Clariant Chemicals (India) Limited	4350.53
36	60/16	Clariant Chemicals (India) Limited	708.22
37	60/17	Clariant Chemicals (India) Limited	1011.75
38	60/18	Clariant Chemicals (India) Limited	151.16
39	60/19	Clariant Chemicals (India) Limited	1900.00
40	60/20A	Clariant Chemicals (India) Limited	1441.74
41	104	Sanduz India Limited	5080.00
42	274/1	Sanduz Products Private Limited / Sanduz Fedoles Private Limited	50.58



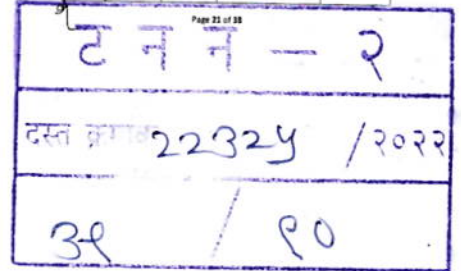
FREHOLD LANDS

VILLAGE BALKUM

Sr. No.	New Survey No./Hissa No.	Old Survey No./Hissa No.	Name of the Land Holder as recorded in 7/12 Extract	Area (in square metres)
1	66	171	Clariant Chemicals (India) Limited	809.36
2	684	1764	Clariant Chemicals (India) Limited	303.52
3	685	1765	Clariant Chemicals (India) Limited	609.40
4	694B	1774B	Clariant Chemicals (India) Limited	1466.93
5	695	1776	Clariant Chemicals (India) Limited	607.00
6	701	1781	Clariant Chemicals (India) Limited	2276.44
7	702	1782	Clariant Chemicals (India) Limited	1770.44
8	703	1783	Clariant Chemicals (India) Limited	80.00
9	704	1784	Clariant Chemicals (India) Limited	1190.00
10	705	1785	Clariant Chemicals (India) Limited	1163.43
11	706	1786	Clariant Chemicals (India) Limited	4530.00
12	707	1787	Clariant Chemicals (India) Limited	784.05

13	708	1788	Clariant Chemicals (India) Limited	1492.22
14	709	1789	Clariant Chemicals (India) Limited	2358.16
15	7010	17810	Clariant Chemicals (India) Limited	3708.51
16	711	1791	Clariant Chemicals (India) Limited	1770.44
17	712	1792	Clariant Chemicals (India) Limited	2478.61
18	713	1793	Clariant Chemicals (India) Limited	3110.50
19	714	1794	Clariant Chemicals (India) Limited	1542.81
20	715	1795	Clariant Chemicals (India) Limited	1644.00
21	716	1796	Clariant Chemicals (India) Limited	1264.60
22	717	1797	Clariant Chemicals (India) Limited	1011.75
23	719	1799	Clariant Chemicals (India) Limited	354.11
24	721	1801	Clariant Chemicals (India) Limited	379.38
25	722	1802	Clariant Chemicals (India) Limited	151.76
26	723	1803	Clariant Chemicals (India) Limited	2048.65
27	724	1804	Clariant Chemicals (India) Limited	637

28	725	1805	Clariant Chemicals (India) Limited	657.59
29	726	1806	Clariant Chemicals (India) Limited	986.38
30	727	1807	Clariant Chemicals (India) Limited	632.34
31	728	1808	Clariant Chemicals (India) Limited	2908.78
32	729	1809	Clariant Chemicals (India) Limited	1062.34
33	731	1811	Clariant Chemicals (India) Limited	505.64
34	732	1812	Clariant Chemicals (India) Limited	809.34
35	733	1813	Clariant Chemicals (India) Limited	708.17
36	734	1814	Clariant Chemicals (India) Limited	910.51
37	735	1815	Clariant Chemicals (India) Limited	733.52
38	737	1817	Clariant Chemicals (India) Limited	610.00
39	662	2562	Clariant Chemicals (India) Limited	700.00
40	653	2563	Clariant Chemicals (India) Limited	1720.00
41	682	1762	Clariant Chemicals (India) Limited	5058.75
42	654	2564	Clariant Chemicals (India) Limited	281.10



H. VILLAGE DHOKALI

Sr. No.	New Survey No./Hissa No.	Old Survey No./Hissa No.	Name of the Land Holder as recorded in 7/12 Extract	Area (in square metres)
1	231	1561	Clariant Chemicals (India) Limited	2225.60
2	233	1563	Clariant Chemicals (India) Limited	5235.44
3	236	1566	Clariant Chemicals (India) Limited	303.50
4	25	161	Clariant Chemicals (India) Limited	5589.53
5	26	162	Clariant Chemicals (India) Limited	5792.27
6	305	1655	Clariant Chemicals (India) Limited	1112.93
7	101B	1471B	Clariant Chemicals (India) Limited	12140.17

3	6015A	Clariant Chemicals (India) Limited	1517.62
4	6011B	Clariant Chemicals (India) Limited	1702.00

The area mentioned above is more of revenue records or respective title documents.

ANNEXURE-B
Details of Deeds of Conveyance

Sr. No.	Date and registration No.	Particulars of the Conveyance	Old Survey Number	New Survey Number
1	19 th September, 1957 (Regd no 450)	Deed of indenture (along with map) executed by and between Mangalbai Chahu Mathe of the One Part and M/s. Sandoz Products Pvt. Ltd. of the Other Part.	171	60
2	14 th July 1958 (Regd no 371)	Deed of indenture (along with map) executed by and between Mangalbai Chahu Mathe of the One Part and M/s. Sandoz Products Pvt. Ltd. of the Other Part.	1665	305
3	17 th March 1964 (Regd no 306)	Deed of indenture executed by and between Indrapati Ganpat Patil of the One Part and Sandoz India Pvt. Ltd. of the Other Part.	2562(P) 2564(P) 1792 1602	652 654 712 722
			1811	731

4	25 th March, 1964 (Regd no 383)	Deed of indenture executed by and between Mrs. Binoyet Elen Amosita of the First Part, Mr. Joseph Martin Amosita, Mrs. Elen Taiva, Mrs. Flora Elen Aguar, Mr. William Amosita, Mrs. Sheila Mary Pinto of the Second Part and Sandoz India Ltd. of the Other Part.	1763 1784 1805 1806 1813 1817 2503 1795	703 704 726 726 733 737 653 716
5	31 st March, 1964 (Regd no 390)	Deed of indenture (along with map) executed by and between Ramachandra Janu Bhor, Gajanan Janu Bhor and Pandurang Janu Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1776	
6	31 st March, 1964 (Regd no 392)	Deed of indenture (along with map) executed by and between Ramachandra Janu Bhor, Gajanan Janu Bhor and Pandurang Janu Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1788	705
7	31 st March, 1964 (Regd no 391)	Deed of indenture executed by and between Ramachandra Janu Bhor, Gajanan Janu Bhor and Pandurang Janu Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1781	701
8	31 st March 1964	Deed of indenture (along with map) executed by	1691	731

(Regd no 389)	and between Kashinath Kanyia Patil of the One Part and Sandoz India Ltd. of the Other Part.			
9	31 st March, 1964 (Regd no 388)	Deed of indenture executed by and between Sitaram Pushya Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1785 706	
10	3 rd August, 1964 (Regd no 1030)	Deed of indenture (along with map) executed by and between Bakshram Okaj of the One Part and Sandoz India Ltd. of the Other Part.	1784 704	
11	22 nd April, 1964 (Regd no 595)	Deed of indenture executed by and between Shewar Barki Deka of the One Part and Sandoz India Pvt. Ltd. of the Other Part.	1765 1769	705 709
12	2 nd June, 1964 (Regd no 778)	Deed of indenture (along with map) executed by and between Rama Devu Bhor, Sadashiv Rama Bhor, Parashuram Rama Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1809 1812 1815	729 732 735
13	6 th October, 1964 (Regd no 1351)	Deed of indenture (along with map) executed by and between Tikraji, Tribhan Khanna of the First Part, Nandubhore Jagdeep Khanna of the Second Part and Susharav of the Third	1471 part	108 part

14	6 th May, 1964 (Regd no 657)	Deed of indenture (along with map) executed by and between Naryan Rama Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1774 (Part)	694A
15	15 th May, 1964 (Regd no 694)	Deed of indenture executed by and between Chandiya Ganu Patil and Mathbar, wife of Chandiya Ganu Patil of the One Part and Sandoz India Ltd. of the Other Part.	1808	728
16	16 th June, 1964 (Regd no 829)	Deed of indenture executed by and between Manoramabai, wife of Subroo Shewarshankar Torsekar of the One Part and Sandoz India Ltd. of the Other Part.	1593 161 192	233 25 28
17	22 nd April, 1964 (Regd no 503)	Deed of indenture (along with map) executed by and between Rashi Bai widow of Govind Govaji Patil of the One Part and Sandoz India Ltd. of the Other Part.	1764 1769 1803	714 718 723
18	22 nd April, 1964 (Regd no 589)	Deed of indenture executed by and between Mangaiya Dama Bhor alias Patil of the One Part and Sandoz India Ltd. of the Other Part.	1765	685
19	22 nd April, 1964	Deed of indenture (along	1761	711

(Regd no 591)	with map) executed by and between Pushba, wife of Vidhya Kathod Marava of the One Part and Sandoz India Ltd. of the Other Part.	1801	721	
20	26 th August, 1965 (Regd no 930)	Deed of indenture executed by and between Parsharam Sadashiv Gokhale of the One Part and Sandoz India Ltd. of the Other Part.	1787 1804 1814	707 724 734
21	17 th July, 1965 (Regd no 806)	Deed of indenture executed by and between Ramachandra Janu Bhor, Gajanan Janu Bhor and Pandurang Janu Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1792	707
22	26 th June, 1965 (Regd no 731)	Deed of indenture (along with map) executed by and between Pandu Bark Patil of the One Part and Sandoz India Ltd. of the Other Part.	1807	727
23	26 th June, 1965 (Regd no 729)	Deed of indenture executed by and between Chandiya Devu Bhor of the One Part and Sandoz India Ltd. of the Other Part.	1793	713
24	26 th June, 1965 (Regd no 730)	Deed of indenture executed by and between Yemambai widow of Hira Janji Mathe of the One Part and Sandoz India Ltd. of the Other Part.	1796	716



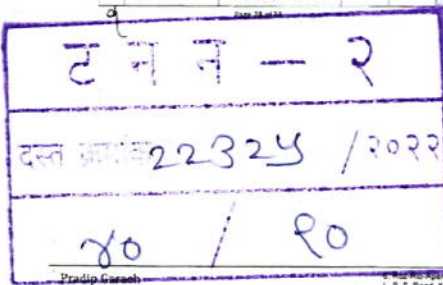
25	0 th October, 1964 (Regd no 1353)	Deed of Indenture (along with map) executed by and between Krishna Balar Bhor of the One Part and Sandoz India Ltd of the Other Part	178/12	70/11
26	27 th May, 1965 (Regd no 572)	Deed of Indenture executed by and between Yashwant Narayan Bhor Hamachandra Narayan Bhor, Raghunath Narayan Bhor and Pandurang Narayan Bhor of the One Part and Sandoz India Ltd of the Other Part	156/5	23/5
27	15 th February, 1965 (Regd no 195)	Deed of Indenture (along with map) executed by and between Narayan Nago Joshi, Raghunath Nago Joshi, Bhajirath Narayan Joshi and Jaywant Narayan Joshi of the One Part and Sandoz India Ltd of the Other Part	172/7	71/7
28	12 th November, 1964 (Regd no 1485)	Deed of Indenture executed by and between Rajaram Krishna Tare and Narayan Rajaram Tare of the One Part and Sandoz India Ltd of the Other Part	176/2 (part)	
29	28 th June, 1963 (Regd no 368)	Deed of Indenture (along with map) executed by and between Ramanklal	60/8 (part)	60/8B 60/9

		Laxmidas Shevlat Khanwala, Laxmidas Guresh Khanwala, Naendralal Rananklal Khanwala of the One Part and Sandoz (India) Ltd of the Other Part		
31	19 th June, 1973 (Regd no. 340)	Deed of Indenture (along with map) executed by and between Thakrya Divyia Gharat, Tukaram Gharat, Chaitanya Ramachandra Poshya Gharat, Dhama Poshya Gharat, Garam Thakrya Gharat, Dattatraya Thakrya Gharat, Anbo Tukaram Gharat, Kashirath Chaitrya (Ramachandra) Gharat and Motram Dhama Gharat of the First Part and Thakrya Divyia Gharat of the Second Part and Sandoz (India) Ltd of the Third Part	60/10 (part)	60/10B

ANNEXURE-C
(LIST OF BTAL ACT PERMISSIONS)

Sr. No.	Date	Order Details
1	16 th July	Order No. TNCGR/1765 issued by the Collectors Office, Thane granting the owner of the land

Sr. No.	Date	Order Details
	1963	permission to sell the land to M/s. Sandoz (India) Ltd.
2	21 st May, 1963	Order No. TNCGR/4070 issued by the Collectors Office, Thane granting the owner of the land permission to sell the land to M/s. Sandoz (India) Ltd.
3	20 th August, 1963	Order No. TNCGR/4 issued by the Collectors Office, Thane granting the owner of the land permission to sell the land to M/s. Sandoz (India) Ltd.
4	13 th September, 1963	Order No. TNCGR/13 issued by the Collectors Office, Thane granting the owner of the land permission to sell the land to M/s. Sandoz (India) Ltd.
5	25 th October, 1963	Order No. TNCGR/24 issued by the Collectors Office, Thane granting the owner of the land permission to sell the land to M/s. Sandoz (India) Ltd.
6	22 nd April, 1964	Order No. TNCGR/155 issued by the office of Assistant Collector, Thane Division, Thane granting permission to M/s. Sandoz (India) Ltd. to purchase the land as mentioned in the Schedule to the Order.
7	18 th December, 1963	Order No. TNCGR/22 issued by the office of the Assistant Collector, Thane Division, Thane granting permission to M/s. Sandoz (India) Ltd. to purchase the land as mentioned in the Schedule to the Order.
8	3 rd July, 1969	Order No. TNCGR/161 issued by the office of the Dist. Deputy Collector, Thane Division, Thane granting permission to M/s. Sandoz (India) Ltd. to purchase the land as mentioned in the Schedule to the Order.
9	13 th June, 1968	Order No. TNCGR/335/67-68 issued by the office of the District Deputy Collector, Thane Division Thane granting permission to M/s. Sandoz (India) Ltd. to purchase the land as mentioned in the Schedule to the Order.



ANNEXURE-D
(LIST OF SANADS)

Serial No.	New Survey No.	Old Survey No.	Village
I. Sanad dated 1st April, 1964 (Acquired Land)			
1	30/1	166/1	Dhokai
2	30/3	166/3	Dhokai
3	30/4	166/4	Dhokai
4	32/1A	168/1(part)	Dhokai
5	32/3	168/3	Dhokai
6	33/1	169/1 (part)	Dhokai
7	62	170	Bakum
8	63/1	172/1	Bakum
9	63/2	172/2	Bakum
10	63/3	172/3	Bakum
11	63/6	172/6	Bakum
12	63/7	172/7	Bakum
13	63/8	172/8	Bakum
14	63/10A	172/10/1	Bakum
15	63/10B	172/10/2	Bakum
16	64/1	173/1	Bakum
17	64/2	173/2	Bakum

18	64/4	173/4	Bakum
19	66	174	Bakum
20	67	175	Bakum
21	68/2	176/2	Bakum
22	68/3	176/3	Bakum
23	69/1	177/1	Bakum
24	73/6	181/6	Bakum
25	65/1	256/1	Bakum
26	65/5	256/5	Bakum
27	64/5	173/5	Bakum
28	64/6	173/6	Bakum
29	68/1	176/1	Bakum
30	64/8	173/8	Bakum
31	63/9	172/9(part)	Bakum
32	69/3	177/3	Bakum
33	69/4A	177/4 (part)	Bakum
II. Order of grant dated 29 th February, 1957 (Allotted Land)			
34	61	286/6	Bakum
III. Order of grant dated 9 th October, 1961 (Allotted Land)			
35	59/1	286/A (part)	Bakum
IV. Sanad dated 17 th December, 1963 and Sanad dated 29 th			

January, 1965 & Sanad dated 1 st August, 1974			
36	92	151	Dhokai
37	33/2	166/2	Dhokai
38	31/1	167/1	Dhokai
39	31/2	167/2	Dhokai
40	31/3	167/3	Dhokai
41	31/4	167/4	Dhokai
42	32/2A	168/2 (part)	Dhokai
43	32/2B	168/2 (part)	Dhokai
44	63/4	172/4	Bakum
45	63/6	172/6 (part)	Bakum
46	63/5	172/5	Bakum
47	64/3	173/3	Bakum
48	64/7	173/7	Bakum
49	64/9	173/9	Bakum
50	69/2	177/2	Bakum
51	65/4	256/4	Bakum
52	69/3	177/3	Bakum
53	49/1C		Kolshet
54	50/12/3		Kolshet
55	50/12/2		Kolshet

56	50/13	Kolshet
57	51/1 B	Kolshet
58	51/2	Kolshet
59	51/3	Kolshet
60	52/1C	Kolshet
61	52/2	Kolshet
62	52/3	Kolshet
63	52/4	Kolshet
64	52/5	Kolshet
65	52/6	Kolshet
66		Kolshet
67		Kolshet
68	53/2	Kolshet
69	53/4	Kolshet
70	53/5	Kolshet
71	53/6	Kolshet
72	53/7B	Kolshet
73	53/8	Kolshet
74	54	Kolshet
75	55/5	Kolshet
76	56/1	Kolshet
77	56/2	Kolshet
78	56/10A	Kolshet
	56/10B	Kolshet



79	55/11	Kolshet
80	55/12	Kolshet
81	55/13	Kolshet
82	55/14	Kolshet
83	55/15	Kolshet
84	60/11A	Kolshet
85	60/11B	Kolshet
86	60/12	Kolshet
87	60/13	Kolshet
88	60/14	Kolshet
89	60/16	Kolshet
90	60/17	Kolshet
91	60/18	Kolshet
92	60/19	Kolshet
93	60/20A	Kolshet
94	104	Kolshet
95	274/1	Kolshet
96	11	Dhokai
97	23/4	Dhokai
98	93/2B (158/2 Part)	Dhokai
99	23/2	Dhokai

100	23/3	158/5	Dhokai
101	69/5	177/5	Bakum

ANNEXURE-E
(LIST OF NON-AGRICULTURAL PERMISSIONS)

1	0 th July, 1967	NA permission bearing no. N.A.P. 922 issued by the office of the Prant Officer, Prant, Thane in favour of M/s. Sandoz Products Pvt. Ltd.
2	12 th February, 1968	NA permission bearing no. LND/184 issued by the office of the Prant Officer, Prant, Thane in favour of M/s. Sandoz Products Pvt. Ltd.
3	15 th July, 1968	NA permission bearing no. LND/1710 issued by the office of the Prant Officer, Prant, Thane in favour of M/s. Sandoz Products Pvt. Ltd.
4	20 th June, 1960	NA permission bearing no. N.A.P.-A/65-1172 issued by the Collectors Office, Thane in favour of M/s. Sandoz Products Pvt. Ltd.
5	8 th February, 1960	NA permission bearing no. N.A.P. 257 issued by the office of the Prant Officer, Prant, Thane in favour of M/s. Sandoz Products Pvt. Ltd.

6	08 th December 1960	NA permission bearing no. CBN/A.P./33 issued by the Collectors Office, Thane in favour of M/s. Sandez Products Pvt. Ltd.
7	11 th April 1961	NA permission bearing no. CBN/A.P./2132 issued by the Collectors Office, Thane in favour of M/s. Sandez Products Pvt. Ltd.
8	08 th March 1962	NA permission bearing no. RBLN/A.P./2810 issued by the Collectors Office, Thane in favour of M/s. Sandez Products Pvt. Ltd.
9	13 th November 1962	NA permission bearing no. RBLN/A.P./2826 issued by the Collectors Office, Thane in favour of M/s. Sandez India Pvt. Ltd.
10	20 th June 1968	NA permission bearing no. RBLN/A.P./WS/206 issued by the Collectors Office, Thane in favour of M/s. Sandez Products Pvt. Ltd.
11	24 th May 1967	NA permission bearing no. RBLN/A.P./722-A issued by the Collectors Office, Thane in favour of M/s. Sandez India Pvt. Ltd.
12	24 th May 1967	NA permission bearing no. RBLN/A.P./722-B issued by the Collectors Office, Thane in favour of Sandez India Ltd.
13	08 th January 1982	NA permission bearing no. REV DESK/NAP/IV-2702 issued by the Collectory Office, Thane in favour of Sandez (India) Ltd.
14	24 th May 1967	NA permission bearing no. RBLN/A.P./722-C issued by the Collectors Office, Thane in favour of Sandez India Ltd.
15	13 th June 1968	NA permission bearing no. TNGCR/338/67-68 issued by the Office of the Deputy Collector, Thane in favour of Sandez India Ltd.

16	24 th January 1960	NA permission bearing no. TNGCR/338/67 issued by the Office of the Deputy Collector, Thane in favour of Sandez India Ltd.
17	22 nd April 1964	NA permission bearing no. TNGCR/158 issued by the Office of the Deputy Collector, Thane in favour of Sandez India Ltd.

Dated this 1st day of June 2018
Pradip Garach
Advocate High Court, Bombay

SUPPLEMENTAL REPORT ON TITLE

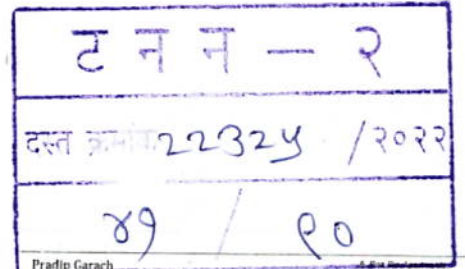
Lotha Developers Thane Private Limited
(formerly known as Ishwer Realty and
Technologies Private Limited)

(in-part)

Sub Land lying being and situate at Village Balkum, Kolahat and Dhokali, Taluka and District Thane addressing 251741.40 sq. mtrs. or thereabouts alongwith the structures standing thereon bearing various Survey Numbers and Hissa Numbers in the registration district of Thane ("Property")

- This has reference to my Report on Title dated 1st June 2016 in respect of the Property described in Schedule hereunder written wherein it is inter alia certified that Ishwer Realty and Technologies Private Limited (now known as Lotha Developers Thane Private Limited), is entitled to the Freehold land and Sandal Land as absolute Owners thereof and is entitled to carry out development in respect of the same.
- I give hereunder necessary clarifications and updation in connection with the said Report on Title.

(a) With the permission dated 14th May 2015 issued by the District Commissioner, Kurla Division, by an another order of Mortgage dated 7th August, 2015 made between Ishwer Realty and Technologies Private Limited therein referred to as "the Mortgagee/Borrower" of the One Part and IDBI Trusteeship Services Limited referred to as "the Security Trustee" of the Other Part and registered with the office of the Sub-Registrar of Assurances of Thane under Serial No. TNS/8376 of 2015, the Company has inter alia mortgaged a portion of the Property more particularly described in the Schedule - I hereunder written amounting to approximately 20 acres or thereabouts known as (A) A comprised in Village Dhokali and Kolahat and forming a part of the Annexure - A in the said Report on Title dated 1st June 2016 (Freehold and Sandal land), for credit facilities on terms, conditions and



THIRD SUPPLEMENTAL REPORT ON TITLE

Lotha Developers Thane Private Limited
(formerly known as Ishwer Realty and
Technologies Private Limited)

(in-part)

Sub Land lying being and situate at Village Balkum, Kolahat and Dhokali, Taluka and District Thane addressing 251741.40 sq. mtrs. or thereabouts alongwith the structures standing thereon bearing various Survey Numbers and Hissa Numbers in the registration district of Thane ("Property")

- This has reference to my Report on Title dated 1st June 2016 in respect of the Property described in Schedule hereunder written read with Supplemental Report on Title dated 26th April 2017 & 18th June 2017 wherein it is inter alia certified that the subjects Lotha Developers Thane Private Limited (hereinafter referred to as Ishwer Realty and Technologies Private Limited), is entitled to the Freehold land and Sandal Land as absolute Owners thereof and is entitled to carry out development on the same.
- With a view to incorporate such material developments as to update the said title, I have revised the said Report on Title (supplemental) to the said Report as follows:
- In the said report I have notified the following in the additional documents in connection with the said Property:
 - Review Deed dated 20th July 2015 executed and registered under No. TNS/2798/2017
 - Papers and proceedings in respect of the writ Petition No. 295/20 in filed before the Bombay High Court and the writ Petition No. 1737/2016 filed before the Bombay High Court
- From the perusal of the above documents and papers and proceedings of the above litigation, which comprising my earlier reports dated 1st June 2016, 26th April 2017 and 18th June 2017, I further ascertain as follows:
 - By a Decree of Release dated 20/07/2017 executed and registered under No. TNS/2798/2017 with the Sub-Registrar of

events stated therein and the title documents in relation to the said Property have been deposited with IDBI Trusteeship Services Limited as the trustee/creditor for and on behalf of its lenders.

3. I have seen Certificate dated 25th March 2017 issued by Shri M. A. Gupta and Associates, the Practising Company Secretary to the effect that he has carried out an online search through the official website of the Ministry of Corporate Affairs. The said Certificate inter alia indicates that there is only existing charge under Mortgage dated 15/04/2015 and 07/08/2015 on the portion of the said Property.

4. Subsequently, by Certificate of Incorporation dated 17th April 2017 pursuant to name change, the name of Ishwer Realty and Technologies Private Limited has now been changed to Lotha Developers Thane Private Limited from the said date.

5. In the premises aforesaid and subject to what is stated herein above read with my Report on Title dated 1st June 2016, I am of the opinion that Lotha Developers Thane Private Limited (formerly known as Ishwer Realty and Technologies Private Limited) are entitled to the said Property more particularly described in the Schedule of Report on Title dated 1st June 2016 as Owners thereof and carry out development thereon and as such otherwise have a marketable title to the same.

Dated this 26th day of April, 2017

Pradip Garach
Advocate High Court Bombay

Apart from the above there are no litigation filed in connection with the said Property. However, I have not taken any independent search in this behalf.

6. In the premises aforesaid and subject to what is stated herein above read with my earlier Report on Title dated 1st June 2016 and Supplemental Report on Title thereto, I am once again of the opinion that Lotha Developers Thane Private Limited (formerly known as Ishwer Realty and Technologies Private Limited) are entitled to the said Property more particularly described in the Schedule of Report on Title dated 1st June 2016 as Owners thereof and carry out development thereon and as such otherwise have a marketable title to the same.

7. In view of the above, my earlier Report on Title and Supplemental thereto stand modified and be read and construed accordingly.

Dated this 27th day of September, 2017

Pradip Garach
Advocate High Court Bombay

SUPPLEMENTAL REPORT ON TITLE

Bellissimo Developers Thane Private Limited
(formerly known as Lotha Developers Thane
Developers Private Limited)

(in-part)

Sub Land lying being and situate at Village Balkum, Kolahat and Dhokali, Taluka and District Thane addressing 251741.40 sq. mtrs. or thereabouts alongwith the structures standing thereon bearing various Survey Numbers and Hissa Numbers in the registration district of Thane ("Property")

- This has reference to my Report on Title dated 1st June 2016 in respect of the Property described in Schedule hereunder written read with Supplemental Report on Title dated 26th April 2017, 18th June 2017 and 27th September 2017 wherein it is inter alia certified that my client Lotha Developers Thane Private Limited (formerly known as Ishwer Realty and Technologies Private Limited), is entitled to the Freehold land and Sandal Land as absolute Owners thereof and is entitled to carry out development on the same.
- I give hereunder updation in connection with the said Report on Title.
- By and under Certificate of Incorporation dated 1st January 2018, pursuant to name change, the name of Lotha Developers Thane Private Limited has now been changed to Bellissimo Developers Thane Private Limited from the said date of the Certificate of Incorporation.
- On taking into account aforesaid Certificate of Incorporation, I hereby confirm to certify that Bellissimo Developers Thane Private Limited is entitled to the said Property more particularly described in the Schedule of Report on Title dated 1st June 2016 as Owners thereof and carry out development thereon and as such otherwise have a marketable title to the same.

Dated this 01st day of June 2018

Pradip Garach
Advocate High Court Bombay

FIFTH SUPPLEMENTAL REPORT ON TITLE

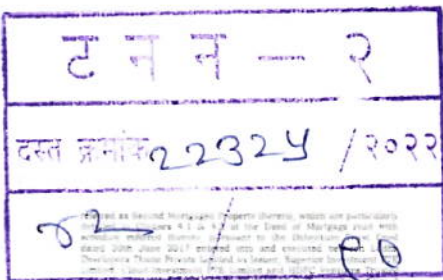
Bellissimo Developers Thane Private Limited
(formerly known as Lotha Developers Thane
Private Limited)

(in-part)

Sub Land lying being and situate at Village Balkum, Kolahat and Dhokali, Taluka and District Thane addressing 251741.40 sq. mtrs. or thereabouts alongwith the structures standing thereon bearing various Survey Numbers and Hissa Numbers in the registration district of Thane ("Property")

- This has reference to my Report on Title dated 1st June 2016 and Supplemental thereto dated with IDBI Trusteeship Services Limited on Title dated 1st June 2016 in respect of the Property described in Schedule hereunder written wherein it is inter alia certified that Ishwer Realty and Technologies Private Limited (now known as Lotha Developers Thane Private Limited) (hereinafter Lotha Developers Thane Private Limited) (formerly known as Ishwer Realty and Technologies Private Limited) are entitled to the Freehold land and Sandal Land more particularly described in Schedule hereunder written (being referred to as said Property herein and thereon as absolute Owners thereof and is entitled to carry out development on the same.
- I have now been informed by my clients that a portion of the said Property shall be mortgaged under various mortgages executed and registered by my clients in favour of IDBI Trusteeship Services Limited (being referred to as "the Security Trustee") in order to update my earlier Report on Title.
- By Decree of Release dated 20/07/2017 executed and registered under No. TNS/2798/2017 with the Sub-Registrar of





Pradip Garach
Advocate
High Court, Bombay

E. Raj-Ro-Apartments,
L. B. S. Road, Kharavi,
Kurla (West), Mumbai - 400 070
Mobile: 982001547
Email: pradipgarach@gmail.com

SIXTH SUPPLEMENTAL REPORT ON TITLE

Lodha Developers Limited
(Belhasma Developers
Thane Private Limited)

(six-part)

Sub: Land lying being and situate at Village Balmuk, Kolahat and
Dhobai, Taluka and District Thane measuring 351741.40 sq.
mtrs. or thereabouts alongwith the structures standing thereon
bearing various Survey Numbers and Hissa Numbers in the
registration district of Thane now being developed by Project
name Lodha Amara ("Property")

- 1. I have issued Report on Title dated 1st June 2016 and
Supplemental thereto dated with Fifth Supplemental Report on Title
dated 28th September 2018 (collectively called "Reports") in respect of
the Property described in Schedule hereunder to my Report on Title
dated 1st June 2016.
2. Under the said Reports, on the basis of findings stated therein, it is
inter alia certified that my clients Belhasma Developers Thane Private
Limited (hereinafter "Lodha Developers Thane Private Limited"), Huber
Rajiv and Technologies Private Limited, are entitled to the Freehold
land and Free hold lands more particularly described in Schedule
hereunder written being referred as said Property (hereinafter referred
as absolute Owners thereof and as such entitled to carry out
development on the same.
3. I have now been requested by my clients to issue Supplemental Report
to my earlier Reports to update by incorporating certain material
occurrences taken place in connection with the title of my clients to
the said Property.
4. For the said purpose, I have perused
a. Indenture of Mortgage for Additional Security ("Supplemental
Deed") dated 27th September 2017 between Lodha Developers
Thane Private Limited as Mortgagee and IDBI Trusteeship
Services Limited as Security Trustee;
b. Supplemental Deed of Mortgage dated 22nd January 2019 to
the Deed of Mortgage dated 30th June 2017 between Lodha
Developers Limited as Mortgagee and Vistara ITCL (India)
Limited as Mortgagee.

Dated this 7th day of November 2019

Pradip Garach
Advocate High Court Bombay

c. Common Order dated 02.11.2018 of National Company Law
Tribunal (NCLT) for sanction of merger by absorption between
Belhasma Developers Thane Private Limited (Transferor
Company) and Lodha Developers Limited (Transferee Company)

- 5. By Indenture of Mortgage for Additional Security ("Supplemental
Deed") dated 27th September 2017 executed between Lodha
Developers Thane Private Limited as Mortgagee of the One Part and
IDBI Trusteeship Services Limited as a Security Trustee of the Other
Part and registered under No TNV-11243/2017 with the Sub-
Registrar of Assurances at Thane, wherein the Mortgagee, in
pursuance of additional loan facility amount granted to Mortgagee by
Term Lenders i.e. Union Bank of India Consortium and to secure
requirement of such mortgage debts, created a security in favour of
Security Trustee, for the benefit of Term Lenders, as a first charge on
pari passu basis on property set out Schedule I hereunder written
forming portion of the Project mentioned in Annexure A i.e. Sanad
Land and Free hold Lands to my Report on Title dated 01/06/2016)
together with all estates, right, title and interest and claim and
demand whatsoever of Mortgagee thereon on terms, covenants and
conditions stated therein.
6. By Supplemental Deed of Mortgage dated 22nd January 2019 to the
Principal Deed of Mortgage dated 30th June 2017 between Lodha
Developers Limited as Mortgagee of the One Part and Vistara ITCL
(India) Limited as Mortgagee of the Other Part and registered under
No TNV-1087/2019 with the Sub-Registrar of Assurances at Thane,
whereby the parties thereto agreed to modify the Deed of Mortgage
dated 30th June 2017 and thereupon incorporated amendments
mentioned Clause 3 (1) to 3 (8) and inter alia creation of second
pari passu charge on additional property described in Schedule B
hereunder written forming portion of the Property mentioned in
Annexure A i.e. Sanad Land and Free hold Lands to my Report on
Title dated 01/06/2016, the First C Beneficiary and First C Lenders
(Earrow Account (as defined therein), in addition to the Security
(furnished), pursuant to Clause 14 (Security) of the Debenure Trust
Deed and the Mortgage Deed, on the terms, covenants and conditions
stated therein.

- 7. By a Scheme of Merger by Absorption under Sections 230 to 232 of
the Companies Act, 2013 came to be filed before National Company
Law Tribunal, Mumbai Bench by Belhasma Developers Thane Private
Limited (the Transferor Company) and Lodha Developers Limited (the
Transferee Company), under which the entire business of Transferor
Company as going concern including all the assets, properties

Pradip Garach
Advocate
High Court, Bombay

E. Raj-Ro-Apartments,
L. B. S. Road, Kharavi,
Kurla (West), Mumbai - 400 070
Mobile: 982001547
Email: pradipgarach@gmail.com

movables and immovables and other assets of whatsoever nature and
all rights and powers of every kind, nature and description of
Belhasma Developers Thane Private Limited, without further act or
deed, are to be transferred to and vested in as be deemed to be
transferred to and vested in Lodha Developers Limited with effect from
Appointed Date thereon. Further, upon the scheme becoming effective,
Belhasma Developers Thane Private Limited would stand dissolved
without winding up of the Transferor Company.

- 8. On 2nd November 2018, the said Scheme has been sanctioned by the
Hon'ble NCLT Tribunal and the said Property now deemed to have
been vested in Lodha Developers Limited.
9. Subject to what is stated hereinafter, while confirming my earlier
reports, I once again confirm that my clients Lodha Developers
Limited (hereinafter "Lodha Developers Thane Private Limited")
continue to be entitled to the said Property as Owners thereof and
carrying out development thereon (Project) by name Lodha Amara, in
accordance with plans design and specifications sanctioned by the
concerned authority.
10. In the premises aforesaid, my Report on Title dated 1st June 2016 and
Supplemental thereto stands modified and be read and construed
accordingly.

Dated this 11th day of February 2019

Pradip Garach
Advocate High Court Bombay

Pradip Garach
Advocate
High Court, Bombay

E. Raj-Ro-Apartments,
L. B. S. Road, Kharavi,
Kurla (West), Mumbai - 400 070
Mobile: 982001547
Email: pradipgarach@gmail.com

SEVENTH SUPPLEMENTAL REPORT ON TITLE

Sub: Land lying being and situate at Village Balmuk, Kolahat and
Dhobai, Taluka and District Thane measuring 351741.40 sq.
mtrs. or thereabouts bearing various Survey Numbers and Hissa
Numbers in the registration district of Thane (described in First
Report on Title referred hereunder) and buildings constructed
thereon by Project name Lodha Amara ("Property")

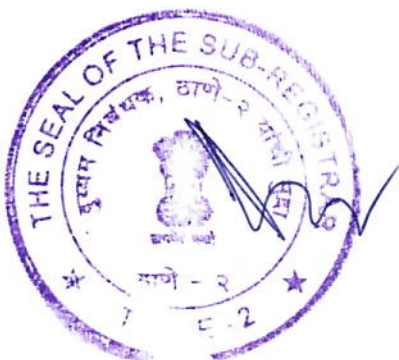
- 1. On the continuation of my client Belhasma Developers Limited (hereinafter
"Lodha Developers Limited") (hereinafter "Lodha Developers Thane Private Limited")
Huber Rajiv and Technologies Private Limited ("Company"), I have issued Report
on Title dated 1st June 2016 and supplemental thereto dated with Sixth
Supplemental Report dated 09th February 2019 ("Reports on Title") into
which certifying that the Company is entitled to the said Property as
absolute Owners thereof, described in Annexure - A of 1st Report on Title dated
01/06/2016 and amendments therein as necessary. Inter alia:
2. I have been requested by my client to update the above referred
report on Title by incorporating following material developments /
changes with regard to the title of the said Property.
3. An Indenture of Mortgage dated 11/12/2018 executed by and between
Lodha Developers Limited (hereinafter referred as Belhasma Developers
Thane Private Limited) as the Borrower/Mortgagee and Lodha
Developers Limited as the Mortgagee and registered under No TNV-
1087/2019 with the Sub-Registrar of Assurances at Thane in favour
of IDBI Trusteeship Services Limited as Security Trustee, wherein the
Mortgagee/Mortgagee has been furnished facilities (as defined therein)
from Lenders i.e. I & T Finance Limited and its group companies (I &
T Consortium) under certain facilities. However, the same, inter alia
created mortgage on its properties which includes its certain Sanad and
Freehold land in Village Dhobai and Kolahat (which are forming part
of land mentioned in the Annexure - A in Report on Title dated
01/06/2016) and would vest in the building construction thereon
along with certain land in Village Dhobai and Kolahat, more
particularly described in Schedule B - Description of Mortgaged
Properties hereunder written, on terms, covenants and conditions
stated therein. This mortgage / charge is duly registered with the
Registrar of Companies.
4. By a Certificate of Incorporation dated 28th May 2019, pursuant to
the change of name under the provision of Rule 29 of Companies

(hereinafter "Rule 29") issued by Registrar of Companies, it is
declared that name of the Company changed from Lodha Developers
Limited to Muzumch Developers Limited with effect from and on the
date of the said Certificate.

- 5. On the basis of the aforesaid findings and subject to what is stated as
aforesaid earlier Reports on Title and subsequent mortgages stated
therein, I once again confirm that Muzumch Developers Limited
is entitled to the said Property and, Limit of the building (shown as
shown therein) and has clear and marketable title to the same.
6. In the premises aforesaid, earlier Reports on Title stands modified and
be read and construed accordingly.

Dated this 11th day of November 2019

Pradip Garach
Advocate High Court, Bombay



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Annexure 4
(Key Approvals)

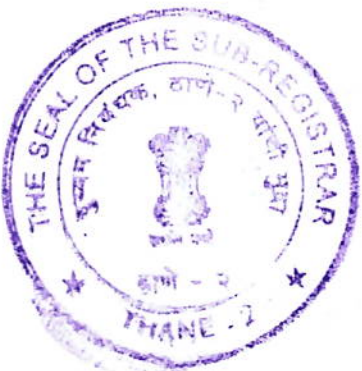
No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Amended Sanction of Development Permission/Commencement Certificate	12 March 2019	S05/0083/14/TMC/TDD/3012/19	Thane Municipal Corporation







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 ANNEXURE 5
 दस्त क्रमांक 22324 / 2022
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Handwritten signature

UNIT NO. 01
 TYPICAL FLOOR PLAN : 2nd FLOOR
 LODHA STERLING, THANE TRAFALGAR SQUARE
 FLOOR NO. : 2nd FLAT NO. : 201
 ARCHITECT
 ARCHITECT HAFEEZ CONTRACTORS
 FIRST FLOOR 28 SPINARNA BUILDING
 BANK STREET ROAD, FORT, MUMBAI - 400033
 TEL: 91-22-2266 1803

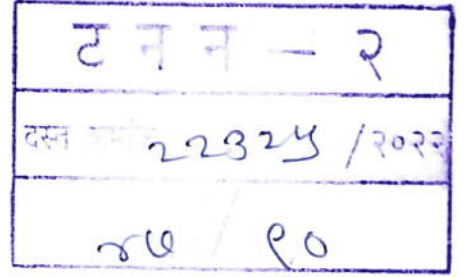
DEVELOPERS
 MACROTECH DEVELOPERS LTD
 412 FLOOR-4 17G VARDHAMAN CHAMBER
 CAWASJI ROAD
 HORNIMAN CIRCLE FORT
 MUMBAI - 400001

LODHA
 BUILDING A BETTER LIFE



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Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** : 2222109
- (II) **Correspondence Address of Purchaser**: B/403, Mittal Tower, Plot 93, Sector 1, Kopar khairane, Navi Mumbai 400709 Maharashtra India
- (III) **Email ID of Purchaser**: vasant_menon@hotmail.com
- (IV) **Unit Details:**
- (i) **Development/Project** : Lodha Sterling - Tower H
- (ii) **Building Name** : Tower H (Trafalgar Square)
- (iii) **Wing** : D
- (iv) **Unit No.** : D-201
- (v) **Area** :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	756	70.23
EBVT Area	64	5.95
Net Area (Carpet Area +EBVT Area)	820	76.18

(vi) **Car Parking Space Allotted**: 1

(V) **Consideration Value (CV)**: Rs. 139,65,658/- (Rupees One Crore Thirty-Nine Lakh Sixty-Five Thousand Six Hundred Fifty-Eight Only)

(VI) **Payment Schedule for the Consideration Value (CV)**:

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	Booking Amount I	2,70,000	08-09-2022
2	Booking Amount II	11,12,600	08-09-2022
3	Booking Amount III	90,91,644	16-10-2022
4	On or Before 01-jan-23	30,72,445	01-01-2023
5	On date of receipt of OC	4,18,969	Due As Per Construction

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.



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(VII) **Club Eligibility:**

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(VIII) **Date of Offer of Possession:** 30-10-2023, subject to additional grace period of 18 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

- 1) Project Name: Lodha Sterling - Tower H
- 2) RERA Registration Number: P51700020189
- 3) No. of Buildings: 1



Annexure 6A

(Other Amount Payable before DOP)

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(I) **Reimbursements:** Payable on/before the Date of Offer of Possession*(If Any):

1. Land Under Construction (LUC) Reimbursement: Rs. 6,775/- (Rupees Six Thousand Seven Hundred Seventy-Five Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.
2. Electricity Deposit Reimbursement: Rs. 5,269/- (Rupees Five Thousand Two Hundred Sixty-Nine Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
3. Connection and related expenses: Rs. 1,04,000/- (Rupees One lakh Four Thousand Only).
4. Share Money: Rs.1,050/- (Rupees One Thousand Fifty Only).

(II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:

1. **BCAM Charges:**
Rs. 87,380/- (Rupees Eighty-Seven Thousand Three Hundred Eighty Only) covering period of 18 months from DOP.
2. **FCAM Charges (if applicable):** Rs. 3,09,960.00/- (Rupees Three Lakh Nine Thousand Nine Hundred Sixty Only) covering period of 60 months from DOP.
3. **Property Tax (Estimated):** Rs. 54,907/- (Rupees Fifty-Four Thousand Nine Hundred Seven Only) covering period of 18 months from DOP.
4. **Building Protection Deposit:** Undated Cheque of 49,200.00/- (Rupees Forty-Nine Thousand Two Hundred Only) toward Building Protection deposit which shall be encased only if there is violation of guidelines in respect of excitation of fit out/interior work.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.







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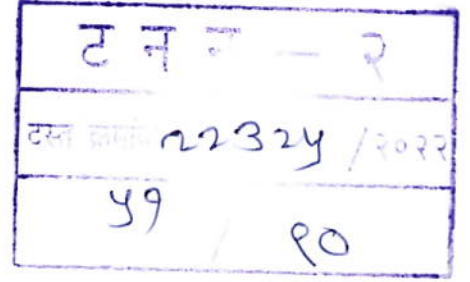


06/12/2018

ver. 1

Lodha Kolshet Plot A – Legal Amenity list**Unit Amenities:**

- i. Air conditioned homes*
- ii. Imported marble flooring in living/dining, passage and Puja
- iii. Marbital flooring in other bedrooms.
- iv. Vitrified tiles in kitchen.
- v. Imported marble flooring in master bedroom^^
- vi. Imported marble finish in master toilet
- vii. Designer ceramic tiles in other toilets.
- viii. Granite/ Marble vanity counters in all toilets
- ix. Sundek in living room and master bedrooms, with anti-skid vitrified tile flooring ***
- x. Kitchen with granite countertop, double bowl sink and ceramics tiles in dado.
- xi. 4-fixture master bathroom with bathtub***
- xii. Toilets with Roca** CP fittings and sanitary ware
- xiii. Puja area in each apartment***
- xiv. Utility area with anti-skid ceramic tile flooring in each apartment***
- xv. Store room with vitrified flooring in each apartment***
- xvi. Servant's room with toilet^^
- xvii. Provision for telephone and TV connectivity ^
- xviii. Fibre-optic connectivity providing hi-speed internet access^

**Building Amenities:**

- i. Air-conditioned entrance lobby
- ii. Elegant façade with part stone cladding, decorative grills and railings.
- iii. 3 Lifts (including one service lift)
- iv. Advanced 5 tier security with
 - a. CCTV monitoring of key common areas
 - b. RFID controlled access to parking areas
 - c. Access controlled main lobby
 - d. Visitor registration
 - e. Video door phone in each apartment
- v. D.G power backup for lifts & common area lighting
- vi. Domestic staff toilet/ shower facilities (at parking level)

Development Amenities:

1. Covered car parking
2. Ganesha Temple
3. Outdoor children's play area
4. Tennis court
5. Club with:
 - a. Swimming Pools
 - i. 25 m lap pool
 - ii. Family pool
 - iii. Covered Indoor pool – heated (for kids and ladies only)
 - b. Indoor Multipurpose Court with badminton and basketball
 - c. Party Hall
 - d. Activity room
 - e. Cinema
 - f. Gymnasium



- g. Steam room
- h. Children's indoor play area
- i. Indoor Games area with Table Tennis, Carrom and Chess
- j. Toilets & Changing rooms
- k. Guest rooms

* Excluding kitchen, toilets and any service areas

** Or equivalent

*** For select units

^ Services by 3rd party provider on chargeable basis

^^ only for 4 BHK

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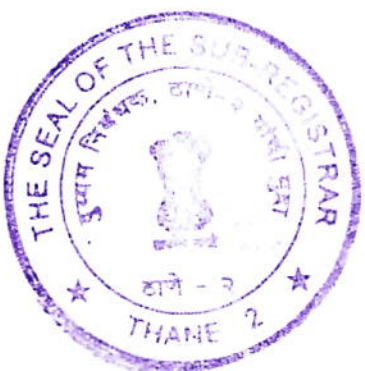
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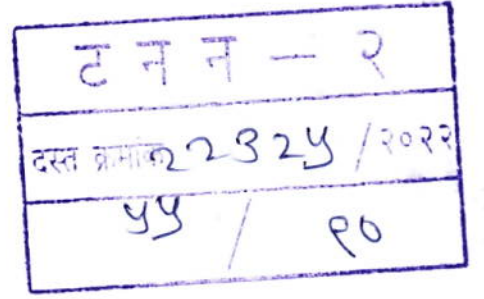
Annexure 8
(Special Conditions)

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Annexure 9

(Purchaser Notice of Termination)

To,

[dated]

[Name and address of the Company]

Sub: Notice of Termination

Dear Sir,

We refer to the Agreement to Sell dated [date of execution] (ATS) executed in respect of Unit [unit number] (Unit) on the [floor number] floor of the building known as [building name] at [address].

All capitalised terms used in this Letter but expressly defined shall bear the meaning assigned to the term in the ATS.

As estimated DOP as set out at **Annexure 6** (Unit and Project Details) of the ATS and the Extended DOP have passed and the Unit has not been offered for possession, I / we would like to exercise my/our right to terminate the ATS pursuant to Clause 11.3.1.b of the ATS.

I / we agree and acknowledge that, pursuant to the provisions of the ATS:

1. This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 (thirty) days from the Extended DOP;
2. On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and I / we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
3. The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS.; and
4. On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

Please treat this as the Notice of Termination referred to at Clause 11.2.3 of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

Yours sincerely,

[name of customer]



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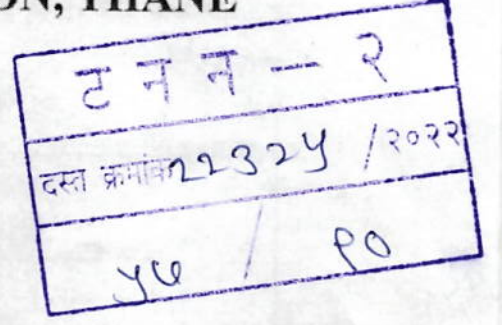


Certificate No. 4229

THANE MUNICIPAL CORPORATION, THANE

Amended (Registration No. 3 & 24)
SANCTION OF DEVELOPMENT
PERMISSION/ COMMENCEMENT CERTIFICATE

इमारत क्र. मागील पानावर नमूद नुसार



S05/0083/14

V. P. No. _____ TMC / TDD / 3012 / 19 Date : 12/03/2019

To, Shri / Smt. M/s. Pradeep M. Kamble & Ass (Architect)

Shri M/s. Bellissimo Developers Thane Pvt. Ltd.

With reference to your application No. 13311 dated 06/2/2019 for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out developement work and or to erect building No. _____ in village Kolshet, Dhokali & Ballum Sector No. 5 Situated at Road / Street _____ S. No. / C.S.T. No. / F. P. No. — on back side

The development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) सदरची परवानगी मंजूर सुधारित विकास आराखडा व मंजूर विकास नियंत्रण नियमावलीमधील तरतूदीच्या अनुषंगाने देण्यात येत आहे. परवानगी प्रमाणपत्रामध्ये नमूद केलेल्या केंद्र व राज्य शासनाच्या विविध शासकीय विभागांच्या तसेच इतर आवश्यक परवानग्या प्राप्त करणे विकासक यांचेवर बंधनकारक राहिल. याबाबत कोणतीही अनियमितता दिसून आल्यास ही परवानगी रद्द करण्यात येईल.

PTO

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN
CONTRAVENTION OF THE APPROVED PLANS
AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE
UNDER THE MAHARASHTRA REGIONAL AND TOWN
PLANNING ACT. 1966**

Office No. _____

Office Stamp _____

Date _____

Issued _____

Yours faithfully

Municipal Corporation of
the city of Thane



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नवीन स.नं. ११/१, ६० ते ६२, ६३/१ ते ९, ६३/१०अ, १०ब, ६४/१ ते ९, ६५/१ ते ५, ६६, ६७, ६८/१ ते ५, ६९/१ ते ३, ४अ, ४ब, ५, ६, ७०/१ ते १०, ७१/१ ते ७ व ९, ७२/१ ते ९, ७३/१ ते ७, मौजे बाळकूम येथील नवीन स.नं. १०/१ब, ११, २३/१ ते ६, २५, २६, ३०/१ ते ५, ३१/१ ते ४, ३२/१अ, २अ, २ब, ३, ३३/१, ९२, ९३/२ब व मौजे ढोकाळी येथील स.नं. ४९/१क, ५०/१२ब/२, ५०/१२ब/३, ५०/१३, ५१/१ब, २, ३, ५२/१क, २ ते ६, ५३/१क, २ ते ६, ७ब, ८, ५४, ५५/५, ७, १०अ, १०ब, ११ ते १५, ६०/८ब, ९ब, १०अ, ११अ, ११ब, १२, १३, १४, १६ ते १९, २०अ, १०४, २७४/३ मौजे कोलशेत ता.जि.ठाणे.

Plot A-

Permission & Commencement Certificate

Building G - B1 +B2+ Ground +4th Floor

Building H - B1 +B2+Ground +7th Floor

Building J - B2 + Ground + 7th Floor

Tower 1 - Stilt+1st Floor

Tower 3 - Stilt+1st Floor

Tower 4 - Stilt+1st Floor

Permission Only -

Tower 2 - Stilt+1st Floor

Tower 5 - Stilt+1st Floor

Tower 6 - Stilt+1st Floor

Plot B-

Permission & Commencement Certificate

Retail Wing D- Ground + 1st Floor

Plot C-

Permission & Commencement Certificate

Building W20 - Ground + 22nd Floors

Building W21 - Ground + 22nd Floors

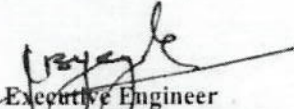
Building W36 - Ground + 29th Floors

Building W37 - Ground + 29th Floors

- ६) प्रस्तावाधीन भूखंडामधील भोगवटादार वर्ग -२ जमिनीवरील अतिरिक्त ०.३ भूनिर्देशांकाचे क्षेत्र वापर करण्यापूर्वी मा.जिल्हाधिकारी, ठाणे यांचेकडील ना हरकत दाखला सादर करणे बंधनकारक राहिल.
- ७) उप भूखंड ए वरील इमारत क्र. जी तसेच उप भूखंड बी वरील इमारत क्र बी व डी मधील प्रसाधनगृहांसाठी कृत्रिम वायुविजन व्यवस्था पुरविणे बंधनकारक राहिल.
- ८) २५ मी.पेक्षा कमी उंचीच्या रहिवास इमारतीसाठी वापर परवान्यापूर्वी फायर सेफ्टी फंड व फायर प्रिमीयम चार्जेस चा भरणा करून अग्निशमन विभागाकडे ना हरकत दाखला सादर करणे आवश्यक राहिल.
- ९) हाय राईज कमिटीमधील शिफारशीमधील अटी बंधनकारक राहतील.
- १०) उप भूखंड ए वरील इमारत क्र. टॉवर २,५ व ६ च्या सी.सी.पूर्वी वृक्ष प्राधिकरण विभागाकडील ना हरकत दाखला सादर करणे आवश्यक राहिल.
- ११) उप भूखंड सी वरील इमारत क्र. ६, २०, २१, २२, ३४, ३५ व ३८ ते ५० च्या वापर परवान्यापूर्वी आरक्षणे, रस्ते व सुविधा भूखंडाखालील क्षेत्राचे ७/१२ उतारे ठाणे महानगरपालिकेच्या नावे सादर करणे आवश्यक राहिल.
- १२) सुधारित परवानगी प्रमाणपत्र क्र.टिएमसी/टिडीडी/२८७३/१८ दि.२४/११/२०१८ मधील अटी बंधनकारक राहतील.
- १३) हॉस्पिटल आरक्षणाखालील सुविधा भूखंडावर विकासकामार्फत कन्स्ट्रक्शन टि.डी.आर. अंतर्गत महापालिकेच्या संकल्पनेनुसार हॉस्पिटल इमारत बांधणे बंधनकारक राहिल.
- १४) पाण्याच्या टाकीचे (ESR) बांधकाम विकासकां मार्फत विनामुल्य करणे बंधनकारक राहिल.
- १५) सुविधा भूखंड क्र.५ मध्ये सिनियर सिटीझन करिता कन्स्ट्रक्शन टि.डी.आर. अंतर्गत इमारत बांधणे विकासकांवर बंधनकारक राहिल.



Yours faithfully,


Executive Engineer
Town Development Department
Municipal Corporation
of the City of Thane

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अप्रति 17/04/2021

राज्य सरकारी न्यायालय, मुंबई
अधिकार क्षेत्रातील वारस

(कार्यालय न्यायालयीन प्रमाणित करिता आणि नोंदणीसाठी): महाराष्ट्र वारसा व वारसा विधी, 1957 च्या कलम 1(1), 2(1), 3(1) अन्वयेने

संपत्तीचा मालक: वारसदार:

संपत्तीचा विवरण	संपत्तीचा मालक	वारसादाराचे नाव	भाग	शेरा	किंमत	बैंगन	वै. कर	वै. कर	वै. कर	वै. कर	वै. कर
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मुंबई न्यायालय, मुंबई
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अप्रति 17/04/2021

राज्य सरकारी न्यायालय, मुंबई
अधिकार क्षेत्रातील वारस

(कार्यालय न्यायालयीन प्रमाणित करिता आणि नोंदणीसाठी): महाराष्ट्र वारसा व वारसा विधी, 1957 च्या कलम 1(1), 2(1), 3(1) अन्वयेने

संपत्तीचा मालक: वारसदार:

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दस्त क्रमांक 2232y / 2022
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बुधवार दिनांक: 17/06/2021

बन संपदा बारा
अधिकार अधिकार पत्र
(संपत्ति कर व संपत्ति कर अधिनियम 1987, अधिनियम 15, 1987 अधिनियम 15, अधिनियम 15)

व्यक्ति का नाम: [Name]
पुस्तक क्रमांक व प्रतिसंख्या: [Number]

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अधिकार अधिकार पत्र
(संपत्ति कर व संपत्ति कर अधिनियम 1987, अधिनियम 15, 1987 अधिनियम 15, अधिनियम 15)

व्यक्ति का नाम: [Name]
पुस्तक क्रमांक व प्रतिसंख्या: [Number]

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बुधवार दिनांक: 17/06/2021

बन संपदा बारा
अधिकार अधिकार पत्र
(संपत्ति कर व संपत्ति कर अधिनियम 1987, अधिनियम 15, 1987 अधिनियम 15, अधिनियम 15)

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बन संपदा बारा
अधिकार अधिकार पत्र
(संपत्ति कर व संपत्ति कर अधिनियम 1987, अधिनियम 15, 1987 अधिनियम 15, अधिनियम 15)

व्यक्ति का नाम: [Name]
पुस्तक क्रमांक व प्रतिसंख्या: [Number]

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दिनांक 17/06/2021						दिनांक 17/06/2021						मूल्य का अंतर		कुल	
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दस्तावेज क्रमांक: 17/06/2021

राज्य न्यायालय
अधिकार क्षेत्र
 (सहायक न्यायाधीश अतिरिक्त अधिकार क्षेत्र अधिनियम, 1951 अन्तर्गत विधि 4, 5 अन्तर्गत)
 मुंबई न्यायालय

पुस्तक क्रमांक व प्रतिसंख्या	पुस्तक संख्या	पंजीकृतकर्ता	दिनांक	वै. सं.	वै. सं.	वै. सं.	वै. सं.
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दस्तावेज क्रमांक: 22324 / 2022

दस्तावेज संख्या: 93

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दस्तावेज क्रमांक: 17/06/2021

राज्य न्यायालय
अधिकार क्षेत्र
 (सहायक न्यायाधीश अतिरिक्त अधिकार क्षेत्र अधिनियम, 1951 अन्तर्गत विधि 4, 5 अन्तर्गत)
 मुंबई न्यायालय

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P. (CAA)/3137/MB/2018

Under Sections 230 to 232 of the Companies Act, 2013

In the matter of

Bellissimo Developers Thane Private Limited
(First Petitioner Company / Transferor Company)

Lodha Developers Limited
(Second Petitioner Company / Transferee Company)

Order Delivered on 2nd day of November, 2018

Coram:

Hon'ble M.K. Shrawat, Member (J)

For the Petitioners:

Mr. Ajit Singh Tawar (b) Ajit Singh Tawar & Co., Advocates for Petitioners

For the Regional Director:

S Ramakantha, Joint Director (WR)

For the Official Liquidator:

M N Mangutkar, Representative from the office of Official Liquidator

Per: - M.K. Shrawat, Member (J)

COMMON ORDER

1. The sanction of this Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013, to the Scheme of Merger by Absorption of Bellissimo Developers Thane Private Limited (Transferor Company) into Lodha Developers Limited (Transferee Company) and their respective shareholders.



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required under the Companies Act, 2013 and the rules made thereunder whichever is applicable.

ii. The Regional Director has filed his report dated 25th day of October, 2018 and has stated that save and except as stated in paragraph IV (a) to (f) of the said Report, it appears that the Scheme is not prejudicial to the interest of shareholders and public.

Paragraph IV, of the said report reads as follows:

a) In addition to compliance of AS-14 (IND AS-103), the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.

b) As per Part-I Definition Clause 1.3 of the Scheme, "Appointed Date" means the 1st day of April 2017 or such other date as may be fixed or approved by the NCLT. In this regard, it is submitted in terms of provisions of section 232(6) of the Companies Act, 2013 it should be 1st day of April 2017

c) As per Part I Definitions - Clause -1.5 of the Scheme, "Effective Date" means the last of the dates on which the certified copies of the orders sanctioning this Scheme, passed by National Company Law Tribunal at Mumbai, are filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date. In this regard it is submitted that the "Appointed Date" & "Effective Date" shall be as per provisions of section 232(6) of the Companies Act 2013 (i.e. 1st day of April 2017) and not as specified in the above said clauses of the scheme.



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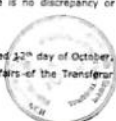
v. Apropos observation made in paragraph IV(c) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in compliance with Section 232(6) of the Companies Act, 2013 and the Scheme shall be deemed to be effective from such Appointed Date.

vi. Apropos observation made in paragraph IV(d) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake to comply with provisions of Section 232(3)(i) of the Companies Act, 2013 as regards combination of Authorised Share Capital and also file the amended Memorandum of Association and Articles of Association with prescribed e-forms with ROC, Mumbai, upon Scheme becoming effective.

vii. Apropos observation made in paragraph IV(e) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel submit that all the projects which are required to be registered under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) are registered and the Petitioner Companies are filing all returns / reports as mandated in the said Act in a time bound manner. The Petitioner Companies through their Counsel further undertake to comply with all applicable provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder. Further, the Petitioner Companies have served notice of Company Scheme Application upon the RERA authority vide letters dated 27th day of July 2018; however, no comments were received.

viii. Apropos observation made in paragraph IV(f) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel confirm that the Scheme enclosed to the Company Scheme Application and the Scheme enclosed to the Company Scheme Petition are one & same and there is no discrepancy or deviation.

ix. The Official Liquidator has filed his report dated 25th day of October, 2018, inter alia, stating therein that, the affairs of the Transferor



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2. The Petitioner Companies have approved the said Scheme by passing the Board Resolutions dated 19th day of March, 2018, which are annexed to the Joint Company Scheme Petition and that thereafter they have approached the Tribunal for sanction of the Scheme.

3. The Transferor Company is engaged in the business of construction and development of real estate and allied activities.

4. The Transferee Company is engaged in the business of construction and development of real estate and allied activities.

5. The merger of the Transferor Company with the Transferee Company would, inter-alia, have the following benefits: -
• Synergies arising out of consolidation of business, such as, enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources;
• Achieving operational efficiencies and management efficiencies; and
• Reducing operational and compliance cost.

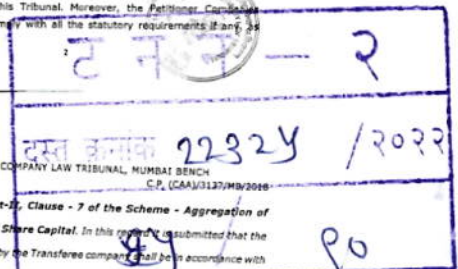
6. The Authorised Share Capital of the Transferor Company is Rs.3,52,00,000/- comprising of 35,20,000 Equity shares of Rs.10 each. The Issued, Subscribed and Paid-up Share Capital is Rs.71,00,000/- comprising of 7,10,000 Equity Shares of Rs. 10 each.

7. The Authorised Share Capital of the Transferee Company is Rs.10,331,180,000/- comprising of 1,022,001,750 Equity shares of Rs. 10/- each and 11,116,250 Preference shares of Rs. 10/- each. The Issued, Subscribed and Paid-up Share Capital is Rs.395,87,80,000/- comprising of 395,878,000 Equity shares of Rs. 10/- each.

8. Presently, the entire Issued, Subscribed and Paid-up Share Capital of the Transferor Company is held by Transferee Company.

9. The averments made in the petition and the submissions made by the Learned Counsel for the Petitioner Companies are:

i. The Petitioner Companies have complied with all requirements as per directions of Tribunal and they have filed necessary Affidavits of Compliance in this Tribunal. Moreover, the Petitioner Companies undertake to comply with all the statutory requirements if any.



d) As per Part-I, Clause - 7 of the Scheme - Aggregation of authorized Share Capital. In this regard it is submitted that the fee payable by the Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.

e) Bellissimo Developers Thane Private Limited (The Transferor Company) and Lodha Developers Limited (Transferee Company) are incorporated with the main objective of construction and development of real estate and allied activities. Hence, the petitioner may be directed to comply/clarify the applicability of (RERA) Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.

f) Hon'ble NCLT may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to Company Application & Company Petition, are one and same and there are no discrepancy/any change/changes are made, and liberty be given to Central Government to file further report if any required.

iii. Apropos observation made in paragraph IV(a) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Transferee Company will comply with AS 14 (IND AS - 103) and shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS-8) etc.

iv. Apropos observation made in paragraph IV(b) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in compliance with Section 232(6) of the Companies Act, 2013.



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Company have been conducted in a proper manner and the said Scheme is not prejudicial to the interest of public.

x. Further, the Learned Counsel for the Petitioners submit that neither Petitioners nor the Tribunal has received any objection to the said Scheme of Merger by Absorption between the Transferor Company and the Transferee Company.

xi. The entire Issued, Subscribed and Paid-up Share Capital of the Transferor Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferor Company with the Transferee Company. The assets and liabilities will be transferred at the book value in accordance with the applicable Accounting Standards.

10. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy. And hereby this bench, to the Petitioner Company, do order that:

a) All the assets and liabilities including taxes and charges, if any, and duties of the Transferor Company, shall, pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the assets, liabilities and duties of the Transferee Company.

b) The clarifications and undertakings given by the Learned Counsel for the Petitioner Companies to the observations made in the Report of the Regional Director as considered by this Bench and those are hereby accepted. This Bench hereby directs the Petitioner Companies to comply with the provisions of statements, which the Petitioner Companies undertake here.

c) The Transferor Company to be dissolved without winding up from the date of said Scheme becoming effective.

d) Since the entire Issued, Subscribed and Paid-up Share Capital of the Transferor Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferor Company with the Transferee Company.



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e) The Petitioner Companies are directed to file a copy of this order along with the Scheme with the concerned Registrar of Companies, electronically, along with e-form INC-28 in addition to the physical copy within 20 days from the date of issuance of the Order by the Registrar, duly certified by the Deputy Director or the Assistant Registrar, as the case may be, of the National Company Law Tribunal, Mumbai Bench.

f) The Petitioner Companies to lodge a copy of this Order and the Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the receipt of the duly Certified True Copy of this Order.

g) The Petitioner Companies to pay cost of Rs.25,000/- each to the Regional Director, Western Region, Mumbai to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.

h) The Transferor Company to pay cost of Rs.25,000/- to the Official Liquidator, Mumbai to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.

i) All authorities concerned to act on a copy of this order along with Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench.

j) Any person interested is at liberty to apply to the Tribunal in these matters for any directions or modifications that may be necessary.

k) Any concerned authorities (i.e. RD, ROC, DL, Income Tax Authority, RERA Authority, etc) is at liberty to approach this Bench for any clarifications / directions under this Scheme.

l) The sanctioning of this Scheme shall not confer any powers on authorities (i.e. RD, ROC, DL, Income Tax Authority, RERA

Authority, etc.) from assessing transactions arising out of these Scheme, if need be.

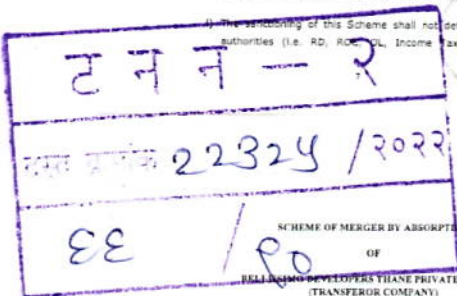
m) The Scheme is hereby sanctioned and the appointed date of the Scheme is fixed as 1st day of April, 2017.

11. Ordered accordingly to be consigned to Records.

DATED: 02.11.2018

SD/-
M.K. SHRAWAT
MEMBER (JUDICIAL)

Certified True Copy
Date of Application: 02/11/2018
Number of Pages: 8
Fee Paid To: 40
Applicant called for call: 30/11/2018
Copy received on: 30/11/2018
Copy issued on: 30/11/2018
B.A. 1044
Dy. Assistant Registrar
National Company Law Tribunal, Mumbai Bench



SCHEME OF MERGER BY ABSORPTION
OF
BELLISSIMO DEVELOPERS THANE PRIVATE LIMITED
(TRANSFEROR COMPANY)
INTO
LODHA DEVELOPERS LIMITED
(TRANSFeree COMPANY)
AND
THEIR RESPECTIVE SHAREHOLDERS
UNDER SECTION 230 TO 232 OF THE COMPANIES ACT, 2013 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES FRAMED
THEREUNDER

1. PREAMBLE

The Scheme of Merger by Absorption ("Scheme") is presented under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and the rules framed thereunder for the Merger by Absorption of Bellissimo Developers Thane Private Limited into Lodha Developers Limited.

2. DESCRIPTION OF COMPANIES

2.1 Bellissimo Developers Thane Private Limited, the Transferor Company, (hereinafter referred to as "First Applicant Company") was originally incorporated as a private limited company under the Companies Act 1956, on the 1st day of September, 2012 under the name and style of "Lodha Realty and Technologies Private Limited" vide Corporate Identity Number U45200MH2012PTC235599. Subsequently, it changed its name to "Lodha Realty and Technologies Private Limited", and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 24th September, 2012. Thereafter, it changed its name to "Lodha Developers Thane Private Limited" and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 17th April, 2017 and subsequently to "Bellissimo Developers Thane Private Limited" for which a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 27th January, 2018.

2.2 Lodha Developers Limited, the Transferee Company (hereinafter referred to as "the Second Applicant Company") was originally incorporated as a private limited company under the Companies Act 1956, on the 25th day of September 1994 under the name and style of "Lodha Developers Private Limited" vide Corporate Identity Number U45200MH1994PTC093941. On 10th August, 2009, the Transferee Company was converted into a Public Limited Company and its name was changed to "Lodha Developers Limited". Subsequently, on 11th January, 2013 the Transferee Company again got converted into a Private Limited Company and the name of the Transferee Company was changed to "Lodha Developers Private Limited", and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai. Thereafter, on 14th March, 2018 the Transferee Company again got converted into a Public Limited Company, and the name was changed to "Lodha Developers Limited" for which a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai having Corporate Identity Number U45200MH1994PTC093941.

PART I
DEFINITIONS OF THE SCHEME

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 "Act" or "the Act" means the Companies Act, 2013, and ordinances, rules and regulations made thereunder, and shall include any statutory modification or amendments thereof for the time being in force. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 2013, unless stated otherwise.
- 1.2 "Applicable Law" shall mean any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders or instructions having the force of law enacted or issued by the appropriate authority including any statutory modification or re-enactment thereof for the time being in force.
- 1.3 "Appointed Date" means the 1st day of April 2017 or such other date as may be fixed or approved by the NCLT.
- 1.4 "Board of Directors" means the respective Board of Directors of Transferor Company or the Transferee Company, as the case may be and shall include any committee constituted or appointed and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto.

1.5 "Effective Date" means the last of the dates on which the certified copies of the orders sanctioning this Scheme issued by the National Company Law Tribunal at Mumbai, are filed with the Registrar of Companies, Mumbai, by the Transferor Company and the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon which the Scheme becoming effective" shall mean the Effective Date.

1.6 "NCLT" or "Tribunal" means National Company Law Tribunal, Mumbai bench having jurisdiction in relation to the Transferor Company and the Transferee Company and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of NCLT to sanction the Scheme under the Act.

1.7 "Registrar of Companies" means the Registrar of Companies, Mumbai, Maharashtra.

1.8 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Merger by Absorption in its present form with any modification(s) made under Clause 16 of this Scheme as approved or directed by the NCLT or such other competent authority, as may be applicable.

1.9 "Transferee Company" means "Lodha Developers Limited", a company incorporated under the Companies Act, 1956 having its registered office at 412, Floor-4, 170, Vardhman Chamber, Kawasji Patel Road, Horniman Circle, Fort, Mumbai 400001.

1.10 "Transferor Company" means "Bellissimo Developers Thane Private Limited" a company incorporated under the Companies Act, 1956 having its registered office at 412, Floor-4, 170, Vardhman Chamber, Kawasji Patel Road, Horniman Circle, Fort, Mumbai 400001.



All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, or any statutory modification or re-enactment thereof from time to time.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form or with any modification(s) approved or imposed or directed by the NCLT shall be effective from the Appointed Date but shall be operative from the Effective Date.



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11.3 All profits and cash accruing to or being owing or incurred (including the effect of taxes, if any thereon), by the Transferor Company, shall for all purposes, be treated as the profits and cash, taxes or interest of the Transferee Company.

12. TREATMENT OF TAXES

12.1 All liabilities under the Income Tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax laws, Chapter V of Finance Act, 1994, The Integrated Goods and Services Tax Act, 2017, The Central Goods and Services Tax Act, 2017, Maharashtra Goods and Services Tax Act, 2017 and any other state Goods and Services Tax Act, 2017, The Goods and Services Tax (Compensation to States) Act, 2017, Stamp Laws or other applicable laws/regulations hereafter in this Clause referred to as 'Tax Laws' shall be deemed to be the liabilities allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

12.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST, Compensation Cess, value added tax (VAT), etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, Compensation Cess, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

12.3 Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall belong to and be received by the Transferee Company.

12.4 Without prejudice to the generality of the above, all benefits including under the Income Tax Act, 1961, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST, Compensation Cess, VAT, etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

13. SAVING OF CONCLUDED TRANSACTIONS

13.1 The transfer and vesting of the assets, liabilities and obligations pertaining relating to the Transferor Company, pursuant to this Scheme, and the continuance of the proceedings by or against the Transferor Company, under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferor Company, on and after the Appointed Date to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company, as acts, deeds and things done and executed by and on behalf of the Transferee Company.



PART III GENERAL TERMS AND CONDITIONS

14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANY The Transferor Company shall be dissolved without winding up, on an order made by the NCLT.

15. APPLICATION TO THE NCLT OR SUCH OTHER COMPETENT AUTHORITY The Transferor Company and the Transferee Company shall make, joint or separate applications and petitions, wherever required, under Sections 230 to 232 and other applicable provisions of the Act in the NCLT for seeking approval of this Scheme and for dissolution of the Transferor Company.

16. MODIFICATION / AMENDMENT TO THE SCHEME 16.1 Subject to approval of the NCLT, the Transferor Company and/or the Transferee Company, through their respective Board of Directors, may consent, on behalf of all persons concerned, to any modifications/amendments to the Scheme or to any conditions or stipulations that the NCLT may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.

16.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorized to give such directions including directions for setting any question of doubt or difficulty that may arise.

16.3 In the event of any of the conditions imposed by the Tribunal or other authorities, which the Transferor Company and/or the Transferee Company may find unacceptable for any reason, in whole or in part, then the Transferor Company and/or the Transferee Company are at liberty to withdraw the Scheme.

17. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

17.1 The Scheme being approved by the requisite majority of respective members and creditors of the Transferor Company and the Transferee Company or dispensing the meeting, as may be directed by the NCLT.

17.2 The sanction of the NCLT under the provisions of Sections 230 to 232 of the Act in favour of the Transferee Company and the Transferor Company, as the case may be, under the said provisions and to the necessary order of the Act being obtained.

17.3 The certified copy of the order of the Tribunal sanctioning the Scheme being filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company.

18. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS In the event of any of the said sanctions and approvals referred to in the preceding Clause 17 not being obtained and/or the Scheme not being sanctioned by the NCLT, the Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as may otherwise be provided in law. Each party shall bear and pay its respective costs, charges and expenses incurred in connection with the Scheme.



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH C.P. (CAA)/3137/MB/2018

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH

C.P. (CAA)/3137/MB/2018

Under Sections 230 to 232 of the Companies Act, 2013

In the matter of Bellissimo Developers Thane Private Limited (First Petitioner Company / Transferor Company)

Lodha Developers Limited (Second Petitioner Company / Transferee Company)

Bellissimo Developers Thane Private Limited (First Petitioner Company / Transferor Company)

CERTIFIED COPY OF THE ORDER DATED 2ND DAY OF NOVEMBER, 2018 ALONG WITH SCHEME ANNEXED TO PETITION

AJIT SINGH TAWAR & CO. ADVOCATES FOR THE PETITIONER

19. BINDING EFFECT Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and the Transferee Company and all concerned parties without any further act, deed, matter or thing.

20. COSTS, CHARGES & EXPENSES All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company.

21. MISCELLANEOUS If any part of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties to the Scheme that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause the Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for such parties the benefits and obligations of the Scheme, including but not limited to such part.

Certified True Copy Date of Application: 20/11/2018 Number of Pages: 12 Fee Paid For: 2500/- Applicant (shall be collection copy on: 20/11/2018 Copy of this order: 20/11/2018 Copy issued to: B. A. Pawar D. S. Pawar National Company Law Tribunal, Mumbai Bench.



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सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U45200MH1995PLC093041

I hereby certify that the name of the company has been changed from LODHA DEVELOPERS LIMITED to MACROTECH DEVELOPERS LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name LODHA DEVELOPERS PRIVATE LIMITED.

Given under my hand at Mumbai this Twenty fourth day of May two thousand nineteen.

DS Ministry
of Corporate
Affairs 23

V T SAJEEVAN

Registrar of Companies
RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

MACROTECH DEVELOPERS LIMITED

412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai,
Maharashtra, India, 400001



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51700020189**

Project: Lodha Sterling - Tower H Plot Bearing / CTS / Survey / Final Plot No.: 31/1,31/2,31/3,31/4,32/1A,32/2A,32/2B,32/3,33/1,92/0,93/2B at Thane (M Corp.), Thane, Thane, 400607;

- Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400001**.
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **29/03/2019** and ending with **31/08/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premnand Prabhu
(Secretary, MahaRERA)
Date:22-04-2020 13:15:40

Dated: **29/03/2019**

Place: **Mumbai**

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



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घोषणापत्र

मी, पंढरी केशवकर / राहुल वडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदिल गाडकट / संजय हुरिदर / विनायक जाणीकर / श्रीकांत कांबळे या द्वारे घोषित करतो की, दुय्यम निबंधक ०१५२ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. सुरेन्द्र नायर / शक्ति मोनिस / संगीत चौधरी / रिशेक बनवाप / विनीत सेम / बॉय बाबीकोवेष / बगार्डे सोरेस यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारनामाचा आधार मी, सधर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कतुलीजबाब दिला आहे. सधर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मरत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द झालेले नाही. सधरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सधरचे क्वान चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये विशेष मी पात्र राहीन याची मला जाणीव आहे.

दिनांक : ०७/१०/२०२२
 दिनांक : ०७/१०/२०२२

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 कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

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मी, सुरेन्द्र नायर / शक्ति मोनिस / संगीत चौधरी / रिशेक बनवाप / विनीत सेम / बॉय बाबीकोवेष / बगार्डे सोरेस या द्वारे घोषित करतो की, दुय्यम निबंधक ०१५२ यांचे कार्यालयात ०१५२ या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. रीतिका मल्होत्रा / सिखा पाग यांनी दिनांक 04/10/2021 रोजी आम्हाला दिलेल्या कुलमुखत्यारनामाचा आधार मी, सधर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कतुलीजबाब दिला आहे. सधर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मरत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द झालेले नाही. सधरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सधरचे क्वान चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये विशेष मी पात्र राहीन याची मला जाणीव आहे.

दिनांक : ०७/१०/२०२२
 दिनांक : ०७/१०/२०२२

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 कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार





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- To execute Deeds of Registration or Cancellation or Confirmation or any other documents as may be required in connection with such Agreements to Sell and/or Agreements to Assign and/or Exchange Agreements to Sell and/or Lease and License Agreements and/or Lease Deeds for sale/transfer/lease of the residential and commercial units in the various buildings constructed by the said Companies.
- To present and lodge for registration with the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Assign, Exchange Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Registration or Cancellation or Confirmation, relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.
- To appear and submit consented before the concerned Sub-Registrar of Assurances Agreements to Sell, Agreements to Assign, Exchange Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Registration or Cancellation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.
- To comply with all the regulations and complete all the formalities to register such Agreements to Sell/Agreements to Assign/Exchange Agreements to Sell, Lease and License Agreements/Lease Deeds/Deeds of Registration or Cancellation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith under the Registration Act, 1908.
- For the better doing, performing and executing the above mentioned duties, we hereby further grant unto the Attorneys full power and authority to do all acts, things, matters and things under the Special Power of Attorney and to revoke such appointments from time to time and to substitute or appoint any other person in his place as the Attorney from time to time as they think fit and/or proper subject to terms stated therein.

AND GENERALLY to do all acts, deeds, matters or things relating to the execution and registration of the Agreements to Sell/Agreements to Assign/ Exchange Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Registration or Cancellation or Confirmation relating to the sale/transfer/lease of the residential and commercial units and

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Attorney and Photograph of the Authorized Attorney holder

- | S.No. | Name | Signature | Photograph |
|-------|-----------------------|-----------|------------|
| 1. | Mr. Sarandran Rish | | |
| 2. | Mr. Patrick Meek | | |
| 3. | Mr. Longest Choudhary | | |
| 4. | Mr. Shash Jangir | | |
| 5. | Mr. Siddhant | | |

LODHA
 RAJALPURA A SECTION LLP

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED (PVT) COMPANY AT ITS MEETING HELD ON 27th JULY, 2022 AT 11:00 AM.

Authority to Enter and Execute Special Power of Attorney

RESOLVED THAT the said Special Power of Attorney (SPA), as annexed hereto, be and is hereby approved and the members of the Board be and is hereby authorized to execute Part B thereof in accordance with the Special Power of Attorney, as annexed hereto, and to do all acts, things, matters and things under the Special Power of Attorney, and to revoke such appointments from time to time and to substitute or appoint any other person in his place as the Attorney from time to time as they think fit and/or proper subject to terms stated therein.

RESOLVED FURTHER THAT the authorized signatories be and is hereby also authorized to execute any of the documents of the Company or the group companies in any other person as he may deem fit.

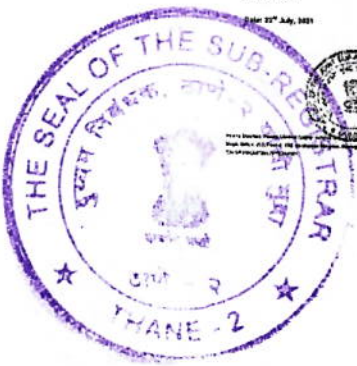
RESOLVED FURTHER THAT the members hold of the Company be and is hereby authorized to execute any of the documents of the Company or the group companies in any other person as he may deem fit.

RESOLVED FURTHER THAT the signing authority vested into the Authorized Signatories will be valid for one year or till the time the Authorized Signatories are in the employment of the Company or Group Company, whichever is earlier of the above said terms.

RESOLVED FURTHER THAT Director of the Company shall be any one of the Designated Authorized Representatives of the Company, as and are hereby authorized to do all acts, things, matters and things under the Special Power of Attorney, and to revoke such appointments from time to time and to substitute or appoint any other person in his place as the Attorney from time to time as they think fit and/or proper subject to terms stated therein.

Certified True Copy For Palava Dwellers Private Limited
 Sd/- Sarandran Rish
 Director
 DIN: 01417482
 Date: 27th July, 2022

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www.mca.gov.in
 For more information please visit the website of Registrar of Companies at Mumbai 400 001, India. For further details please visit the website of Registrar of Companies at Mumbai 400 001, India.

other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Assign/ Exchange Agreements to Sell/ Lease and License Agreements/Lease Deeds/Deeds of Registration or Cancellation or Confirmation relating to the sale and/or of the said Attorney(s).

PROVIDED that notwithstanding anything hereinbefore contained, the said Attorneys shall always act within and not outside the instructions or limitations of authorities granted by them from the management or Board of Directors of the said Companies and the said Companies hereby agree to indemnify and hold the said Attorneys harmless from and against all claims, damages, losses, costs and expenses which may be incurred by the said Attorneys in the performance of their duties.

The Power of Attorney shall remain valid and in force till 31st December 2023 or till such time that the Attorneys are in full-time employment of the said companies.

IN WITNESS WHEREOF the said Companies have herewith set and subscribed their respective seals to the Power of Attorney on the 27th day of September 2022.

- | | | |
|---------------------------------------|----------------------|--|
| SEAL AND DELIVERED By the whole named | | |
| MACROTECH DEVELOPERS LIMITED | Through its Director | |
| MR. ANAND KALASHRA | In the presence of | |
| 1. | | |
| 2. | | |
| SEAL AND DELIVERED By the whole named | | |
| PALAVA DWELLERS PRIVATE LIMITED | Through its Director | |
| MS. SIDDHANT | In the presence of | |
| 1. | | |
| 2. | | |

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|----|---------------------|--|--|
| 4. | Mr. Jay Vallabhadra | | |
| 7. | Mr. Bernard Bork | | |

LODHA
 RAJALPURA A SECTION LLP

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF MACROTECH DEVELOPERS LIMITED AT ITS MEETING HELD ON AUGUST 2, 2022 AT LODHA, RAJALPURA, APOLLO WELLS COMPOUND, W. B. JODHA ROAD, RAJALPURA, MUMBAI 400 021.

Authority to Enter and Execute Special Power of Attorney

RESOLVED THAT the said Special Power of Attorney (SPA), as annexed hereto, be and is hereby approved and the members of the Board be and is hereby authorized to execute Part B thereof in accordance with the Special Power of Attorney, as annexed hereto, and to do all acts, things, matters and things under the Special Power of Attorney, and to revoke such appointments from time to time and to substitute or appoint any other person in his place as the Attorney from time to time as they think fit and/or proper subject to terms stated therein.

RESOLVED FURTHER THAT the authorized signatories be and is hereby also authorized to execute any of the documents of the Company or the group companies in any other person as he may deem fit.

RESOLVED FURTHER THAT the members hold of the Company be and is hereby authorized to execute any of the documents of the Company or the group companies in any other person as he may deem fit.

RESOLVED FURTHER THAT the signing authority vested into the Authorized Signatories will be valid for one year or till the time the Authorized Signatories are in the employment of the Company or Group Company, whichever is earlier of the above said terms.

RESOLVED FURTHER THAT Director of the Company shall be any one of the Designated Authorized Representatives of the Company, as and are hereby authorized to do all acts, things, matters and things under the Special Power of Attorney, and to revoke such appointments from time to time and to substitute or appoint any other person in his place as the Attorney from time to time as they think fit and/or proper subject to terms stated therein.

Certified True Copy For Macrotech Developers Limited
 Sd/- Jay Vallabhadra
 Director
 DIN: 01417482
 Date: August 2, 2022

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GOVERNMENT OF INDIA
 MINISTRY OF CORPORATE AFFAIRS
 Office of the Registrar of Companies
 E-202, 1st Floor, Sector 1, Gurgaon, Haryana, India, 122002

Certificate of Incorporation pursuant to change of name
 (Formed in rule 29 of the Companies (Incorporation) Rules, 2011)

Corporate Identification Number (CIN): 1433000193PRL29041

I hereby certify that the name of the company has been changed from **LODHA DEVELOPERS LIMITED** to **MACROTECH DEVELOPERS LIMITED** with effect from the date of the Certificate and that the company is bound by the same.

Company was originally incorporated with the name **LODHA DEVELOPERS PRIVATE LIMITED**

On an order my hand at Mumbai 06th January 2024 at 11:00 AM.



कॉर्पोरेट
 2024/01/06
 2024

V. T. SARKISAN
 Registrar of Companies
 Mumbai

Existing Address as per record available in Registrar of Companies office:
MACROTECH DEVELOPERS LIMITED

411, Floor 4, 170 Vardaan Chamber, Changa Road, Vardaan Circle, Pali, Mumbai, Maharashtra, India, 400001

टन-२
 वस्तु 22324 / 2022

MINISTRY OF CORPORATE AFFAIRS

Corporate Identification Number (CIN): 1433000193PRL29041

कॉर्पोरेट
 2024/01/06
 2024

V. T. SARKISAN
 Registrar of Companies
 Mumbai

MINISTRY OF CORPORATE AFFAIRS

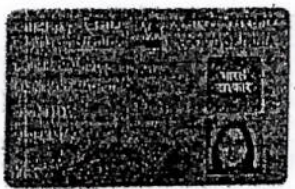
Corporate Identification Number (CIN): 1433000193PRL29041

कॉर्पोरेट
 2024/01/06
 2024

V. T. SARKISAN
 Registrar of Companies
 Mumbai

कॉर्पोरेट
 2024/01/06
 2024

V. T. SARKISAN
 Registrar of Companies
 Mumbai



कॉर्पोरेट
 2024/01/06
 2024



कॉर्पोरेट
 2024/01/06
 2024



ट न न - २
 क्रम क्रमांक 22824 / 2022
 UE / 90



Form 1 (Continued) Part II
 50/12-48
 20/05/2024 12:00 A.M.
 20/05/2024
 20/05/2024

शुद्ध मूल्य	₹. 100.00
टैक्स	₹. 500.00
कुल शुद्ध मूल्य	₹. 600.00

अतिरिक्त
 20/05/2024

The Registrar (Part of Form 1)
 20/05/2024
 20/05/2024

Sl. No.	Description	Quantity	Value
1
2
3
4



20/05/2024
 20/05/2024

PROPERTY TAX RECEIPT

FORM NO. 10

1. Name of the owner: [Name]

2. Address: [Address]

3. Description of the property: [Description]

4. Amount paid: [Amount]

5. Date of payment: [Date]

6. Signature of the owner: [Signature]

7. Signature of the collector: [Signature]

8. Stamp of the collector: [Stamp]

टनन - २

दस्ता क्रमांक २३२५ / २०२२

१०

PROPERTY TAX RECEIPT

FORM NO. 10

1. Name of the owner: [Name]

2. Address: [Address]

3. Description of the property: [Description]

4. Amount paid: [Amount]

5. Date of payment: [Date]

6. Signature of the owner: [Signature]

7. Signature of the collector: [Signature]

8. Stamp of the collector: [Stamp]

वसई - ४

२३/२५

२०२२



RECEIPT

FORM NO. 10

1. Name of the owner: [Name]

2. Address: [Address]

3. Description of the property: [Description]

4. Amount paid: [Amount]

5. Date of payment: [Date]

6. Signature of the owner: [Signature]

7. Signature of the collector: [Signature]

8. Stamp of the collector: [Stamp]

Receipt of Document Handling Charges

FORM NO. 10

1. Name of the owner: [Name]

2. Address: [Address]

3. Description of the property: [Description]

4. Amount paid: [Amount]

5. Date of payment: [Date]

6. Signature of the owner: [Signature]

7. Signature of the collector: [Signature]

8. Stamp of the collector: [Stamp]

वसई - ४

२३/२५

२०२२



CHALLAN

FORM NO. 10

1. Name of the owner: [Name]

2. Address: [Address]

3. Description of the property: [Description]

4. Amount paid: [Amount]

5. Date of payment: [Date]

6. Signature of the owner: [Signature]

7. Signature of the collector: [Signature]

8. Stamp of the collector: [Stamp]

CHALLAN

FORM NO. 10

1. Name of the owner: [Name]

2. Address: [Address]

3. Description of the property: [Description]

4. Amount paid: [Amount]

5. Date of payment: [Date]

6. Signature of the owner: [Signature]

7. Signature of the collector: [Signature]

8. Stamp of the collector: [Stamp]

वसई - ४

२३/२५

२०२२



टनन - २
22324 / 2022
66 / 90



TO ALL TO WHOM THESE PRESENTS SHALL COME, We [Mr. Surendra Mali] [Mr. Parick Mehta] [Mr. Sangeet Choudhary] [Mr. Akshay Agte] [Mr. Bhanu Sane] [Mr. Jay Vaidhesh] and [Mr. Bharat Sankar] Indian Individuals having their office address at 412, Floor - 4, 176 Vardhaman Chambers, Covered Floor Road, Hindonam Circle, Fort, Mumbai - 400 001 and being Power of Attorney holders for [Mansarovar Development Limited, B Prava Developers Private Limited, both company incorporated and registered under the provisions of the Companies Act, 1956 and having their registered address at 412, Floor - 4, 176 Vardhaman Chambers, Covered Floor Road, Hindonam Circle, Fort, Mumbai - 400 001] (hereinafter collectively referred to as "the said Companies"), which expresses their assent to be registered in the name of existing General Partner and include their successors and assigns DO HEREBY SEND GREETINGS:

WHEREAS:

- A. The said Companies are engaged in business of real estate and property development and constructing various buildings comprised of residential and commercial premises/structures and sitting such residential and commercial premises/structures in Mumbai, Thane and elsewhere in India.
- B. The Agreements to Sell, Agreements to Assign, Registration Agreements to Sell, Lease and License Agreements, Lease Deed and such other transfer documents with the respective purchasers for the said premises/structures of such residential and commercial premises/structures are required to be signed, executed, submitted, lodged and registered before the concerned Sub-Registrar of Assurances from time to time.
- C. In Special Power of Attorney dated 20/12/2021, is duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 8580/2021/SP/A whereby, the said Companies appointed us to their true and lawful attorneys to jointly and severally do all or any of the acts, deeds, matters and things and exercise all the powers and authorities mentioned in the said Special Power of Attorney dated 20/12/2021, for and on behalf of the said Companies.
- D. To the said Special Power of Attorney dated 20/12/2021 the said Companies also authorized us to substitute and appoint in our place one or more substitutes on the terms as we shall deem fit and proper for reaching all or any of the aforesaid objectives and to do all acts, things, matters and things under the said Special Power of Attorney dated 20/12/2021.
- E. Therefore, in order to facilitate the process of registration and submitting execution of the various Agreements to Sell/Agreement to Assign/Lease and License Agreements/Lease Deed/Deeds of Satisfaction or Conveyance and such other necessary documents.

Handwritten notes: 23/9/23, 176, 412, 411, 410, 409, 408, 407, 406, 405, 404, 403, 402, 401, 400, 399, 398, 397, 396, 395, 394, 393, 392, 391, 390, 389, 388, 387, 386, 385, 384, 383, 382, 381, 380, 379, 378, 377, 376, 375, 374, 373, 372, 371, 370, 369, 368, 367, 366, 365, 364, 363, 362, 361, 360, 359, 358, 357, 356, 355, 354, 353, 352, 351, 350, 349, 348, 347, 346, 345, 344, 343, 342, 341, 340, 339, 338, 337, 336, 335, 334, 333, 332, 331, 330, 329, 328, 327, 326, 325, 324, 323, 322, 321, 320, 319, 318, 317, 316, 315, 314, 313, 312, 311, 310, 309, 308, 307, 306, 305, 304, 303, 302, 301, 300, 299, 298, 297, 296, 295, 294, 293, 292, 291, 290, 289, 288, 287, 286, 285, 284, 283, 282, 281, 280, 279, 278, 277, 276, 275, 274, 273, 272, 271, 270, 269, 268, 267, 266, 265, 264, 263, 262, 261, 260, 259, 258, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 245, 244, 243, 242, 241, 240, 239, 238, 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226, 225, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 213, 212, 211, 210, 209, 208, 207, 206, 205, 204, 203, 202, 201, 200, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 189, 188, 187, 186, 185, 184, 183, 182, 181, 180, 179, 178, 177, 176, 175, 174, 173, 172, 171, 170, 169, 168, 167, 166, 165, 164, 163, 162, 161, 160, 159, 158, 157, 156, 155, 154, 153, 152, 151, 150, 149, 148, 147, 146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136, 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1

- 3. To appear and stand execution before the concerned Sub-Registrar of Assurances of such executed Agreements to Sell, Registration Agreements to Sell, Agreements to Assign, Lease and License Agreements, Lease Deeds, Deeds of Satisfaction or Conveyance and such other necessary and incidental documents, papers, forms and deeds.
- 4. To comply with all the requisites and complete all the formalities to register such Agreements to Sell/Agreements to Assign/ Registration Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Satisfaction or Conveyance relating to the said premises/structures of the residential and commercial units and other auxiliary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Assign/Lease and License Agreements/Lease Deeds/Deeds of Satisfaction or Conveyance under the Registration Act, 1908.

AND GENERALLY to do all acts, deeds, matters or things relating to the registration of the Agreements to Sell/Agreements to Assign/ Registration Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Satisfaction or Conveyance relating to the said premises/structures of the residential and commercial units and other auxiliary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Assign/Lease and License Agreements/Lease Deeds/Deeds of Satisfaction or Conveyance in accordance with the said Act and the rules thereunder.

This Power of Attorney shall remain valid and in force till 31st September 2024 or till such time that the Attorneys are in full-time employment of the said Companies.

AND WE HEREBY certify and confirm in testimony as Power of Attorney holders of the said Companies whatever the said Attorneys shall do or cause to be done by them in the premises and this Power of Attorney will be used for Company registration only.

IN WITNESS WHEREOF We Mr. Surendra Mali, Mr. Parick Mehta, Mr. Sangeet Choudhary, Mr. Akshay Agte, Mr. Bhanu Sane, Mr. Jay Vaidhesh and Mr. Bharat Sankar have hereunto set and subscribed our respective hands to this Power of Attorney on this 23rd day of September 2023.

SIGNED AND DELIVERED by the within named Mr. Surendra Mali in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Parick Mehta in the presence of [Signature]

Name	Signature	Photograph
Mr. Parick Mehta	[Signature]	[Photo]
Mr. Akshay Agte	[Signature]	[Photo]
Mr. Bhanu Sane	[Signature]	[Photo]
Mr. Jay Vaidhesh	[Signature]	[Photo]
Mr. Bharat Sankar	[Signature]	[Photo]
Mr. Surendra Mali	[Signature]	[Photo]



Notarizing in relation to the subscription/execution of registered and commercial premises/structures in the buildings constructed by the said Companies in various development projects in Mumbai District, Thane District and at other places in Maharashtra, we are desirous of appointing [Mr. Parick Mehta], [Mr. Akshay Agte], [Mr. Bhanu Sane], [Mr. Jay Vaidhesh], [Mr. Bharat Sankar] and [Mr. Surendra Mali] Mr. Parick Mehta, Mr. Akshay Agte, Mr. Bhanu Sane, Mr. Jay Vaidhesh, Mr. Bharat Sankar and Mr. Surendra Mali, jointly and/or severally, as our true and lawful attorneys to do all or any of the acts, deeds, matters and things in regard to the registration of the said Agreements to Sell, Lease and License Agreements and such other documents in relation to the said premises/structures of the residential and commercial units and other auxiliary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Assign/Lease and License Agreements/Lease Deeds/Deeds of Satisfaction or Conveyance under the said Act and the rules thereunder.

IN WITNESS WHEREOF We Mr. Surendra Mali, Mr. Parick Mehta, Mr. Sangeet Choudhary, Mr. Akshay Agte, Mr. Bhanu Sane, Mr. Jay Vaidhesh, Mr. Bharat Sankar and Mr. Surendra Mali have hereunto set and subscribed our respective hands to this Power of Attorney on this 23rd day of September 2023.

SIGNED AND DELIVERED by the within named Mr. Sangeet Choudhary in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Akshay Agte in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Bhanu Sane in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Jay Vaidhesh in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Bharat Sankar in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Surendra Mali in the presence of [Signature]

IN WITNESS WHEREOF We Mr. Surendra Mali, Mr. Parick Mehta, Mr. Sangeet Choudhary, Mr. Akshay Agte, Mr. Bhanu Sane, Mr. Jay Vaidhesh, Mr. Bharat Sankar and Mr. Surendra Mali have hereunto set and subscribed our respective hands to this Power of Attorney on this 23rd day of September 2023.

SIGNED AND DELIVERED by the within named Mr. Parick Mehta in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Akshay Agte in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Sangeet Choudhary in the presence of [Signature]

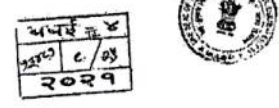
SIGNED AND DELIVERED by the within named Mr. Akshay Agte in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Bhanu Sane in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Jay Vaidhesh in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Bharat Sankar in the presence of [Signature]

SIGNED AND DELIVERED by the within named Mr. Surendra Mali in the presence of [Signature]



ठाने - २
 दस्ता क्रमा २२३२५ / २०२२
 ६० / ९०



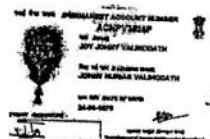
दस्ता क्रमा २४
 २२३२५ / २५
 २०२२



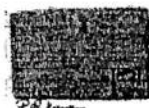
२४/२५



दस्ता क्रमा २४
 २२३२५ / २५
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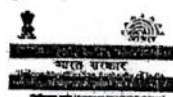
दस्ता क्रमा २४
 २२३२५ / २५
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दस्ता क्रमा २४
 २२३२५ / २५
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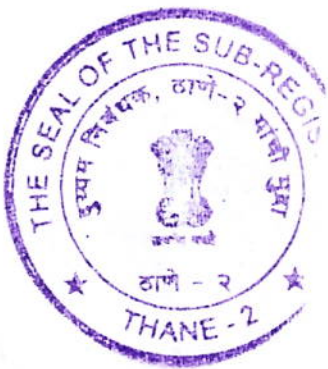


दस्ता क्रमा २४
 २२३२५ / २५
 २०२२



दस्ता क्रमा २४
 २२३२५ / २५
 २०२२

टन न - २
दस्तावेज नं २२३२५ / २०२२
L2 / ९०



ट न न - २
दस्ता क्रमांक 22324 / 2022
L3 / १०

आयकर विभाग
INCOME TAX DEPARTMENT
VASANT PRABHAKAR MENON
भारत सरकार
GOVT. OF INDIA
VADAKKE KURUPPATH MURALIDHARAN
07/03/1975
Permanent Account Number
ACRPM4908N
Signature


Vadake Kuruppath Muralidharan



ट न न - २
दस्त क्रमांक 22324 / 2022
68 / 90



ट न न - २
दस्ता क्रमांक 2324 / 2022
LY / 90

आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA

RAKESH P VIJAY
PURSHOTTAMLAL GRIDHARLAL VIJAY

21/04/1971
Permanent Account Number
AAXPV2850N

Rakesh P Vijay
Signature

भारत सरकार
28122006

Rakesh P Vijay



ट न न - २
दस्तावेज क्रमांक 22324 / 2022
८६ / ९०



ट न न - २
दस्ता क्रमांक 22324 / 2022
LU / १०

आयकर विभाग
INCOME TAX DEPARTMENT
SMITHA VASANT MENON
RAVINDRAN PONNATH
23/09/1980
Permanent Account Number
DLEPS5620A
Signature
भारत सरकार
GOVT. OF INDIA

An official card from the Income Tax Department, Government of India. It contains the name SMITHA VASANT MENON, her husband's name RAVINDRAN PONNATH, and her date of birth 23/09/1980. The Permanent Account Number (PAN) is DLEPS5620A. There is a signature of Smitha and a photograph of her on the card.

Smitha



टन - २
22824 / 2022
८८ / ९०



74/22325

शुक्रवार, 07 ऑक्टोबर 2022 10:00 म.पू.

दस्त गोषवारा भाग-1

टनन2

LR190

दस्त क्रमांक: 22325/2022

दस्त क्रमांक: टनन2 /22325/2022

बाजार मुल्य: रु. 86,21,893/-

मोबदला: रु. 1,39,65,658/-

भरलेले मुद्रांक शुल्क: रु.9,78,000/-

दु. नि. सह. दु. नि. टनन2 यांचे कार्यालयात

पावती:24757

पावती दिनांक: 07/10/2022

अ. क्र. 22325 वर दि.07-10-2022

सादरकरणाराचे नाव: वसंत प्रभाकर मेनन - -

रोजी 9:50 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण: 31800.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Thane 2

सह मुख्यम निबंधक वग - २

दस्ताचा प्रकार: करारनामा

Joint Sub Registrar Thane 2

सह मुख्यम निबंधक वग - २

ठाणे क्र. २

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

शिक्का क्र. 1 07 / 10 / 2022 09 : 50 : 49 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 07 / 10 / 2022 09 : 52 : 31 AM ची वेळ: (फी)

- प्रतिज्ञा पत्र -

सदर दस्तऐवज नोंदणी करवदा १९०८ नियम १९६१ अंतर्गत तरतुदीनुसार नोंदणीस दाखल केला आहे. दस्तामधील संपुर्ण मजकुर निष्पावक व्यक्ती,साक्षीदार व सोबत जोडलेले कागदपत्रे दस्ताची सत्यता कायदेशीर बाबी साठी खालील निष्पावक व्यक्ती संपुर्णपणे जबाबदार आहेत. तसेच सदर हस्तांतरण दस्तामुळे राज्यशासन/केंद्रशासन यांच्या कोणत्याही कायदा/नियम/परिपत्रक यांचे उल्लंघन होत नाही.

विहान मेनन सही

सिद्धी मेनन सही







दस्त गोपवारा भाग-2

टनन2

२०/२०

दस्त क्रमांक:22325/2022

07/10/2022 10 07:09 AM

दस्त क्रमांक :टनन2/22325/2022

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु.मु. सुरेन्द्रन नायर तर्फे कवुलीजवावामाठी कु. मु. प्रताप सातवेकर -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन नंबर:AAACL1490J	लिहून देणार वय :-39 स्वाक्षरी:-		
2	नाव:वसंत प्रभाकर मेनन -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वी/403, मितल टॉवर, प्लॉट 93, सेक्टर 1, कोपर खैरणे, नवी मुंबई, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पिन नंबर:ACRPM4908N	लिहून घेणार वय :-47 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ:07 / 10 / 2022 09 : 58 : 38 AM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मिमिता मेनन -- वय:42 पत्ता:मितल टॉवर कोपर खैरणे नवी मुंबई पिन कोड:400709	स्वाक्षरी		
2	नाव:राकेश विजय -- वय:51 पत्ता:मंगल टॉवर मुलुंड मुंबई पिन कोड:400080	स्वाक्षरी		

शिकका क्रं.4 ची वेळ:07 / 10 / 2022 09 : 59 : 37 AM

शिकका क्रं.5 ची वेळ:07 / 10 / 2022 10 : 00 : 24 AM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक ठाणे - २
ठाणे क्र. २

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Vasant Prabhakar Menon	eChallan	69103332022100611291	MH008721062202223E	978000.00	SD	0004377791202223	07/10/2022
2		DHC		0610202214731	1800	RF	0610202214731D	07/10/2022
3	Vasant Prabhakar Menon	eChallan		MH008721062202223E	30000	RF	0004377791202223	07/10/2022

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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पहिले नंबराचे बुकात अ. नं.....
.....२२३२५....वर नोंदला

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