

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this ____ day of ____, ____.

B E T W E E N:

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

Aatish Dilipkumar Parikh and **Rohini Aatish Parikh** residing / having its address at **C-5/103 Bhimashankar Madhav Sankalp Complex Khadkpada, Near Godrej Hill Kalyan -(West) Thane 421301 Maharashtra India** and assessed to income tax under permanent account number (PAN) **ANPPP0880M** , **APUPP4679R** 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**"

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. **"Attorney"** shall have the meaning ascribed to it in Clause 11.4.2 (b) below.
- 1.6. **"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.
- 1.7. **"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.
- 1.8. **"Building"** shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.9. **"Building Conveyance"** shall have the meaning ascribed to it in Clause 14.3. below.
- 1.10. **"Building Protection Deposit"** shall mean the amounts specified in the **Annexure 6A (Other Amounts Payable before DOP)**.
- 1.11. **"CAM Charges"** shall have the meaning ascribed to it in Clause 15.5.
- 1.12. **"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.
- 1.13. **"Cancellation Deed"** shall have the meaning ascribed to it in Clause 11.4.2(a) below.
- 1.14. **"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.
- 1.15. **"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.
- 1.16. **"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.
- 1.17. "**Club**" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
 - 1.18. "**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)** but shall not include the Demarcated Area.
 - 1.19. "**Confidential Information**" shall have the meaning ascribed to it in Clause 27.1 below.
 - 1.20. "**Consideration Value**" shall have the meaning ascribed to it at **Annexure 6 (Unit and Project Details)**.
 - 1.21. "**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)**.
 - 1.22. "**Demarcated Area**" shall mean the community hall(s) / temple(s) (if any) that may / has been constructed on the Larger Land and appurtenant land(s) thereto;
 - 1.23. "**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.
 - 1.24. "**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 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.
 - 1.25. "**Extended DOP**" shall have the meaning ascribed to it in Clause 10.1 below.
 - 1.26. "**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(Other Amounts Payable before DOP)**.
 - 1.27. "**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.
- 1.28. "**Federation Conveyance**" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.29. "**FEMA**" shall have the meaning ascribed to it in Clause 20.1cc below.
- 1.30. "**FMC**" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.31. "**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.
- 1.32. "**FSI Free Constructed Spaces**" shall have the meaning ascribed to it in Clause 15.14 below.
- 1.33. "**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.
- 1.34. "**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.
- 1.35. "**Larger Property**" means the land with details as described in **Annexure 1** (*Description of Larger Property*). For clarity, there may be land parcels which may be added to/ be reduced from 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.
- 1.36. "**Liquidated Damages**" shall mean an amount equivalent to 20% (twenty per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.37. "**Loan**" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.38. "**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**.
- 1.39. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.40. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.41. "**Other Charges**" shall include all expenses related to government, utility and Infrastructure charges, more particularly stated in **Annexure 6A**.
- 1.42. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.

- 1.43. **“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.
- 1.44. **“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.
- 1.45. **“Purchaser Notice of Termination”** shall have the meaning ascribed to it in Clause 11.3.1.b below.
- 1.46. **“Refund Amount”** shall mean:
- 1.46.1. 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.
- 1.46.2. 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.
- 1.47. **“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.
- 1.48. **“Service Providers”** shall have the meaning ascribed to it in Clause 15.14 below.
- 1.49. **“Shortfall Amount”** shall have the meaning ascribed to it in Clause 16.3 below.
- 1.50. **“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.

- 1.51. "**Taxes**" shall mean and include Direct Tax and Indirect Tax.
- 1.52. "**Transfer**" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- a. the Unit or any part of the right, title or interest therein; and, or,
 - b. the benefit of this Agreement; and, or,
 - c. 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;
 - d. 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.

- 1.53. "**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.
- 1.54. "**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:
- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. 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:
- a. Nature of the Company's right, title and encumbrances, if any;

- b. The Approvals (current and future);
 - c. The drawings, plans and specifications; and
 - d. 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.

4. **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, Other Charges, 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, Other Charges, 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, Other Charges 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, Other Charges, 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 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.4 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 2023 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. Subject to the remaining provisions of this clause, 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, Other Charges and Maintenance Related Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the 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, Other Charges 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, Other Charges 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 Other Charges 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, Other Charges 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, Other Charges, 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.
- 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, Other Charges, 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 set out in Annexure – 6 (Unit and Project Details), which shall be subject to 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, “**Extended DOP**” shall mean 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 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:
- 10.4.1. War, civil commotion or act of God;
 - 10.4.2. Any notice, order, rule or notification of the Government and/or any other public or competent Authority/ court.

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.

- 10.5. In the event that the Company fails to offer possession of the Unit to the Purchaser within a period of 4 (four) months from the due date of payment of the last tranche of amounts due under **Annexure 6** hereto; or the date of payment of such amounts, whichever is later ("**Handover Period**"), the Purchaser will be entitled to receive a monthly rental compensation from the expiry of the Handover Period upto the DOP. Such monthly rental compensation shall be calculated considering average rents paid in the preceding 6 (six) months for units of similar configuration at the project or similar projects in the vicinity. Such rental compensation shall be at the sole and absolute determination and discretion of the Company, and the Purchaser hereby waives its rights to raise any dispute in relation to the same.

11. **TERMINATION**

- 11.1. The Parties are entitled to specific performance of this Agreement. The Purchaser is aware that the Company, as per its practices and policies, does not accept request for cancellation / termination of this Agreement under any circumstance, save and except the provisions contained in 11.3 hereinbelow. The parties hereby agree this Agreement is not terminable under any circumstance, save and except the very specific circumstances stated below.

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: Without prejudice to the right of Company to charge Interest, on the Purchaser committing a default in making payment of any amounts due and payable by the Purchaser as per this Agreement (including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date, the same shall constitute a default ("**First Default**").

Provided that upon such First Default occurring, the Company shall give 1st notice of 14 (fourteen) days after his/her first default to the Purchaser. If the Purchaser fails to make payments of all outstanding amounts by 15th day from the aforesaid 1st notice, the same shall constitute the "**Second Default**". Thereafter, the

Company shall give the 2nd notice of another 7 (seven) days to rectify the breach. If all outstanding amounts are not paid in full by 8th day from such 2nd notice, the same shall constitute "**Third Default**". Upon Third Default, the Company shall have the right (but not an obligation) to terminate this Agreement without any further notice or upon the Purchaser committing any 3 (three) defaults in making payment of any amounts due and payable by the Purchaser as per this Agreement (including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date.

Provided further that upon termination of this Agreement as aforesaid, the Company shall refund the Refund Amount to the Purchaser as per Clause 11.4.3

A notice of a default under this Agreement shall be served in writing by registered AD/ speed post at the address provided by the Purchaser. Any delay in sending the said notice(s) shall not affect the rights of the Company under this clause.

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.

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, the Company shall have the option to terminate this Agreement.

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:

- a. 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
- b. 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 11.4.3.

11.4.2. **Cancellation Deed**

- a. Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("**Cancellation Deed**") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.
- b. To give effect to this provision of Clause 11.4.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandekar and Mr. Pandhari Kesarkar, jointly and/ or severally, whose signatures are annexed hereto in **Annexure "10"** (hereinafter referred to as, the "**Attorney**") to be his/her/its true and lawful Attorney to act for and on behalf of the Purchaser and in the name of the Purchaser, for doing all or any of the acts, deeds, matters and things pertaining to cancellation of the Unit and incidental matters thereto and to undertake any of the following actions on behalf of the Purchaser:
 - (i) To execute all such documents as may be required for cancellation of the Unit, including, but not limited to, execution of the Cancellation Deed;
 - (ii) To appear before and deal with the concerned Sub-Registrar of Assurances for the purpose of registration of the cancellation deed, affidavits, confirmation deeds and all other ancillary documents executed in respect of cancellation of the Unit upon the same being duly registered; and
 - (iii) To undertake all actions as may be required to give effect to this Clause.
- c. Without prejudice to the provisions of Clause 11.4.2(b) above, in the event the Purchaser fails to personally appear for the execution and/or registration of the Cancellation Deed upon 7 days' notice being given for the same by the Company, then the Purchaser shall be obliged to pay a 'non co-operation charge' of an amount equivalent to 5% percentage of the Consideration Value under this Agreement and the same shall be reduced from the Refund Amount.

11.4.3. Upon registration of the Cancellation Deed, the Refund Amount (if any) shall be paid starting after 30 (thirty) days from the date of registration of the Cancellation Deed in 12 (twelve) equal monthly instalments.

11.5. 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, Other Charges, 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, Other Charges, Maintenance Related Charges and Indirect Taxes thereto.

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, Other Charges, 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 AND FEDERATION**

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming the Ultimate Organization in respect of the Building within a period of 3 (three) months of the 51% of the total number of purchasers having booked their units in 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 within 3(three) months from the date of receipt of the occupation certificate of the last building which is to be constructed on the larger Property. 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 1 (one) month from the date of full occupation certificate in respect of the Building, the Company shall share a Deed of Conveyance with 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; (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. The above execution of the Building Conveyance shall be subject to payment of any outstanding amounts of CAM charges and property taxes (along with interest thereon) owed by the members of the Ultimate Organization to the Company and completion of takeover of management of the affairs of the building by the Ultimate Organization.
- 14.4. Within 3 (three) months from the receipt of the full occupation certificate for the last of the building which is to be constructed on the Larger Property, the Company shall share a Deed of Conveyance with the Federation ("**Federation Conveyance**") in respect of all of the Company's right, title and interest in the Larger Property less the Demarcated Area 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. The above execution of the Federation Conveyance shall be subject to payment of any outstanding amounts of CAM charges and Property Taxes (along with interest thereon) owed by the members of the Ultimate Organization forming part of the Federation to the Company and completion of takeover of management of the affairs of the Larger Property by the Federation.
- 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 Purchaser acknowledges that the Demarcated Area shall be transferred by the Company to a charitable trust /its non-profit nominee which shall be managed by such charitable trust /its non-profit nominee at its sole discretion and the Ultimate Organization / Federation shall have no involvement in this regard.
- 14.8. 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"). For clarity, the FMC may be a related concern and/or internal arm of the Company. The FMC will be appointed by the Company for a period of upto 180 (one hundred eighty) 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 180 (one hundred eighty) months 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:
- a. the BCAM Charges and FCAM charges as applicable, have not been paid to the FMC by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).
- 15.3. The Ultimate Organization shall 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. Similarly, the Federation shall 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 all the building(s) on the Larger Property.
- 15.4. The Purchaser agrees and undertakes to cause the Ultimate Organization and Federation 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.
- 15.6. The Purchaser shall be obliged to pay the BCAM and FCAM charges in advance on or before the 1st day of each quarter to the Ultimate Organization and Federation respectively (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, to the Company).

- 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/Federation, 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/ Federation 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 of the common areas outside the Building 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 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:
- a. 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.
 - b. 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.
 - c. 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 OTHER 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 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 is aware that the Other Charges stated herein are 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) 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 1.34) on all the amounts, including the Consideration Value, Other Charges, 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, Pardis 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, drainpipes in the Unit and appurtenant thereto in good tenable 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 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.
 - 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 other than cooking gas in the Unit, 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 structures 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. The Purchaser is aware that certain parts of the Wing/ Building/ Project including Otta, Parking, Garden, Terrace etc. shall be allocated for exclusive use of certain unit(s). The Purchaser covenants not to raise any claim or dispute in respect of such otta/parking/garden/terrace allotted for the exclusive use of any other unit(s) as well as any space available for hoardings/equivalent and all of these are agreed to be retained and/or allotted by the Company as restricted amenities. 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 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 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 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/Company, 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.
- r. 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.
- s. The Purchaser acknowledges and confirms that this Agreement along with any other documents, letters etc. executed in relation to this Agreement may be shared by the Company with the co-promoter or a joint developer of the Project, if any.
- t. 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 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.
- u. 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.

- v. 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.
- w. 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, Other Charges, 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.
- x. 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.
- y. 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 unit/s 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 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, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.

- z. 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.
- aa. 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, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- bb. 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.
- cc. 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.

- dd. 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.
- ee. 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.
- ff. 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: xxxxxx". 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.
- 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.

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:)

1. _____)

2. _____)

SIGNED AND DELIVERED)

By the within named Purchaser)

Aatish Dilipkumar Parikh)

Rohini Aatish Parikh)

In the presence of:)

1. _____)

2. _____)

Annexure 1

(Description of Larger Property)

All that piece and parcel of land bearing Cadastral Survey No.464 of Lower Parel Division admeasuring 65,724.12 square metres or thereabouts situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 within Mumbai Municipal Limits, within the Registration District of Mumbai and bounded as follows:

- | | | |
|-------------------------|---|--|
| On or towards the North | : | Pandurang Budhkar Marg |
| On or towards the South | : | Boundary Walls of Kamala Mills Limited |
| On or towards the East | : | Senapati Bapat Marg and Parel Central Railway Station |
| On or towards the West | : | Boundaries of Victoria Mills. |

Annexure 2

(Chain of Title)

1. By an Indenture of Conveyance dated 10th October, 2005 (registered with the office of the Sub Registrar of Assurances at Mumbai under serial no. BBE-2/9009/2005 on 11th October, 2005) the National Textile Corporation (South Maharashtra) Limited (Unit: Mumbai Textile Mills), as Vendors of the One Part granted and conveyed unto Jawala Real Estate Private Limited, as the Purchasers of the Other Part, all that piece and parcel of land bearing C.S. No. 464 of Lower Parel division, lying being and situate at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 and admeasuring 65,724.12 square meters of thereabouts (herein referred to as “**Larger Property**”).
2. By Order dated 18 October 2017, the National Company Law Tribunal sanctioned the scheme of amalgamation of Jawala Real Estate Private Limited with Lodha Developers Private Limited, (now Macrotech Developers Limited) i.e. the Company herein, whereby the whole undertaking of the said Jawala Real Estate Private Limited as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits stand transferred to and vested in the Company herein.
3. By a Fresh Certificate of Incorporation dated 14th March 2018 issued by the Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited to Lodha Developers Limited w.e.f. 14/03/2018.
4. Vide a fresh certificate of incorporation dated 24 May 2019, issued by the Registrar of Companies, Mumbai, the name of 'Lodha Developers Limited' was changed to 'Macrotech Developers Limited'
5. In view thereof, the Company is seized and possessed of and well and sufficiently entitled to the said Larger Property

REPORT ON TITLE

Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division

1. I have investigated title on the instructions of Jawala Real Estate Private Limited ("Company") having its registered office at C-35, 1st floor, Hauz Khas, Nr. Hauz Khas Police Station, New Delhi - 110 016 in respect of the captioned Property more particularly described in Schedule hereunder written. For the said purpose, I have perused the certified copies or photocopies of the title deeds and documents and Search Report of Mr. Sameer Sawant and Mr. D.K. Patil in respect of Search taken in Sub-Registrars Office and Collector Record as well as online Search Report of Registrar of Companies produced before me for my perusal and have to report as follows:
2. The land and structure thereon at Lower Parel bearing Cadastral Survey Nos. 464 admeasuring 65,724.12 sq.mtrs or thereabouts of Lower Parel Division within Mumbai Municipal limit and falling in G (South) Ward Zone Taluka and District Mumbai particularly described in the SCHEDULE hereunder written and hereinafter referred to as "the said Property") formerly belonging to the SEKSARIA COTTON MILLS LIMITED (then Owner).
3. On enactment of the Sick Textile Undertaking (Nationalization) Act, 1974, the sick textile undertakings were nationalised with a view to re-organize and rehabilitate them to serve interest of general public. In sequel the management of such sick textile undertaking was taken over by Central Government and as such vested in the Central Government under the Sick Textile Undertaking (Taking Over Management) Act, 1972. In terms of the Sick Textile Undertaking (Nationalization) Act, 1974, Sick Textile Undertaking and right title and interest of the then Owner in respect thereof stood transferred to and vested in Central Government and in turn stood transferred to vested in National Textile Corporation. Under entry No.88 of the First Schedule to the Sick Textile Undertaking (Nationalization) Act, 1974 the Seksaria Cotton Mills Limited was declared as a Sick Textile Undertaking.
4. Thus, the land belonging to Seksaria Cotton Mills Limited stood transferred to and vested in National Textile Corporation Limited ("NTC") by means of nationalization free from encumbrances.
5. As provided in the Sick Textile Undertaking (Nationalization) Act, 1974, the said NTC was required to form a subsidiary company to effect transfer of its right, title and interest in the said Property. Accordingly, the NTC formed National Textile Corporation (South Maharashtra) Limited being the wholly owned subsidiary

Page 1 of 5

Company under Companies Act, 1956 and as such by an Order dated 13th March, 1975 NTC inter alia transferred Seksaria Cotton Mills Limited to National Textile Corporation (South Maharashtra).

6. Consequently, the National Textile Corporation (South Maharashtra) Limited herein inter alia became the absolute owners of the said Property admeasuring 65,724.12 sq.mtrs or thereabout more particularly described in SCHEDULE hereunder written by operation of the said Acts.
7. Pursuant to the Board Resolution dated 15th June, 1976, the said Seksaria Cotton Mills Limited was renamed as Mumbai Textile Mills.
8. As per the Rehabilitation Scheme sanctioned by the BIFR, by its Order dated 25th July, 2002, it is inter alia held that (i) the Mumbai Textile Mills was held to be unviable mill and thereupon approved sale of assets of said Mumbai Textile Mill and directed to utilise the sale proceeds for rehabilitation revival of the viable mill, (ii) that Board of Director of NTC (SM) authorised Asset Sale Committee to decide upon the disposal of the land and building.
9. NTC (SM) had floated Tender Document dated 18th May 2005 inviting bid for sale of the said Property from prospective buyers on terms and conditions stated therein.
10. The Company had submitted its bid and was declared to be the highest bidder. The ASC at its meeting held on 15th July 2005 accepted the Company's offer. In consequence thereof, by letter No. NTC(SM)/CS/2005/6535 dated July 5, 2005 NTC(SM) accepted the tender of the Company.
11. As per the resolutions dated 27th December, 2002 and 5th July, 2005 of the Board of Directors of the NTC and Asset Sale Committee respectively, it was inter alia resolved that Highest Bid offered by Jawala Real Estate Private Limited accepted by the National Textile Corporation (South Maharashtra) Limited to sell the said Property on as is where is basis to the said Company.
12. By Indenture of Conveyance dated 10/10/2005 and Annexures therewith executed and registered under No. BBE2-09009 of 2005 on 11/10/2005 in Book I of the Sub Registrar of Assurance at Mumbai by The National Textile Corporation (SOUTH MAHARASHTRA) (Unit Mumbai Textile Mills at Senapati Bapat Marg, Mumbai - 400 013) as Vendors of the One Part and in favour of Jawala Real Estate Private Limited as Purchasers viz. Jawala Real Estate Private Limited of the Other Part, the said SOUTH MAHARASHTRA (Unit Mumbai Textile Mills) at Senapati Bapat Marg, Mumbai - 400 013 have inter alia granted, conveyed, released, assured and assigned by way of absolute sale free from all encumbrances unto the Purchasers all those pieces and parcels of land admeasuring 65,724.12 sq. metres and thereabout with permissible FSI as per the approved plan together with structures standing thereon

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unto Purchaser i.e. the said Property more particularly described in the Schedule thereunder written and hereunder written for valuable consideration and on terms, covenants and conditions stated therein. Under M.R. No.315/2005 the Property Register Card has been mutated in the name of Jawala Real Estate Private Limited by Mumbai City Survey and Land Record for the said Property.

13. By letter of possession dated 14th October, 2005, the General Manager, National Textile Corporation SOUTH MAHARASHTRA (Unit Mumbai Textile Mills at Senapati Bapat Marg, Mumbai - 400 013) handed over quiet, peaceful and vacant possession to Jawala Real Estate Private Limited.
14. In the circumstances aforesaid, the Company becomes seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
15. The said Company is taken over and acquired by Proficient Buildwell Private Limited a group Company of Lodha Developers Limited (now known as Lodha Developers Private Limited) and relevant forms and papers under the Companies Act, 1956 have been filed with the Registrar of Companies for effecting the said acquisition in its record.
16. I have perused online Charge Search Report dated 21st January 2013 issued by Ms. Jinal Shah, Company Secretary in respect of the said Company Jawala Real Estate Private Limited. Under the said Report the aforesaid mortgages referred hereinafter, are duly registered with the Registrar of Companies, details of which are as follows:
 - a) By an Indenture of Mortgage dated 31st October, 2012 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IL & FS Trust Company Limited as Security Trustee of the Other Part (on behalf of Banking Consortium referred therein as Term Lenders viz. 1) Union Bank of India, 2) Punjab & Sind Bank, 3) Bank of Maharashtra, 4) Oriental Bank of Commerce, 5) Corporation Bank, 6) Central Bank of India, 7) State Bank of Mysore and 8) State Bank of Bikaner and Jaipur, 9) State Bank of Patiala) and registered under No.BBE-5/258-2012 on 2nd November, 2012 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of the title documents of the said Property including receivables from the prospective flat purchasers/lessees/licensees in favour of or with the Security Trustee for credit facilities i.e. first charge on pari passu basis on terms, covenants and conditions stated therein. Pursuant thereto, Form No. 8 under section 125, 127, 132, 135 of the Companies Act, 1956 has been filed with the Registrar of Companies recording creation of charge on the title document and the said Property.

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- b) By another Mortgage Deed dated 1st November, 2012 executed by Jawala Real Estate Private Limited as Mortgagor of the First Part, Proficient Buildwell Private Limited as the Company of the Second Part and IL & FS Trust Company Limited as Security Trustee of the Third Part and registered under No.BBE-5/259-2012 on 2nd November, 2012 wherein the Mortgagor have inter alia created a mortgage on the security of the title documents of the said Property including receivables from the prospective flat purchasers/lessees/licensees in favour of or with the Security Trustee for credit facilities i.e. second pari passu charge on behalf of Mezzanine Financers on the terms, covenants and conditions stated therein. Pursuant thereto, Form No. 8 under section 125, 127, 132, 135 of the Companies Act, 1956 has been filed with the Registrar of Companies recording creation of charge on the title document and the said Property.

17. Concurrently, the parties to the aforesaid mortgages have inter se executed several ancillary documents so as to identify and lay down rights, powers, obligations and duties among themselves in connection with the said mortgages to ensure creation of securities in their favour to secure their respective dues.

18. I have perused Search Report dated 3rd July, 2012 of Mr. Sameer M. Sawant of the Search conducted in the Office of Sub-Registrar of Assurances at Mumbai for last 51 years. I have further caused Search for the year 2012 by D.K. Patil, in the said Registry Office which reflects that pursuant to the purchase of the said Property by the said Company, save and except the Sale Deed and mortgages referred above, there is no other document of title which is adverse to the title of the Company.

19. In the premises aforesaid, the said Company is constructing several residential buildings by Project name "THE PARK" in accordance with the proposed Building plans, design and specification to be sanctioned by the Municipal Corporation.

20. Subject to what is stated hereinabove and mortgages referred herein, I am of the opinion that the said Company has clear and marketable title to the said Property as Owners thereof and entitled to carry out development on the said Property.

THE SCHEDULE ABOVE REFERRED TO :

(Description of the Property)
All that piece and parcels of land and structures thereon admeasuring 65,724.12 sq. metres or thereabouts situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division known as Mumbai Textile Mills and bounded as follows :

Towards North : Pandurang Budhkar Marg
Towards South : Boundary wall of Kamala Mills Limited

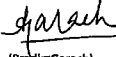
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Pradip Garach
Advocate
High Court, Bombay

6, Roz-Rio-Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile: 9820501547
Email: pradipgarach@gmail.com

Towards East : Senapati Bapat Marg and Parel (CR) Railway Station
Towards West : Boundaries of Victoria Mills

Dated this 17th day of September 2014


(Pradip Garach)
Advocate High Court, Bombay

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Pradip Garach
Advocate
High Court, Bombay

6, Roz-Rio-Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile : 9820501547
Email: pradipgarach@gmail.com

FIRST SUPPLEMENTAL REPORT ON TITLE

Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division

1. This is First Supplemental to my Report on Title dated 17th September 2014 with respect to the captioned Property more particularly described in Schedule thereunder written. Under the said Report on Title, I have inter alia certified that Jawala Real Estate Private Limited therein referred to as a Company has clear and marketable title to the said Property as Owners thereof and entitled to carry out development on the said Property.
2. In the said Report on Title, reference is made under Clause No.15 about the proposed merger between Jawala Real Estate Private Limited and Proficient Buildwell Private Limited a group Company of Lodha Developers Limited (now known as Lodha Developers Private Limited) and relevant forms and papers under the Companies Act, 1956 have been filed with the Registrar of Companies for effecting the said acquisition in its record.
3. In the course of a time on 7th November 2014 an Order has been passed by his lordship Hon'ble Mr. Justice S.J. Kathawala in Company Scheme Petition No.412 of 2014 whereby Proficient Buildwell Private Limited (Transferor) ordered to be amalgamated with Jawala Real Estate Private Limited (Transferee) as per the scheme of amalgamation of arrangement attached therewith subject to sanction of a scheme in respect of Transferee Company by the High Court of Delhi at New Delhi. Under the said scheme, all the assets (movable or immovable, tangible or intangible) shall be transferred or deemed to have been transferred by Transferor Company to Transferee Company with effect from the filing of the Order sanctioning the scheme are filed with the Registrar of Companies, Mumbai and Delhi read with Clause 11 of the scheme of amalgamation arrangement.
4. Thereafter, on 14th November 2014 an Order has been passed by his Lordship Hon'ble Mr. Justice Sanjeev Sachdeva in Company Petition No.452 of 2014 whereby Transferor Company merged with Transferee Company with all assets and liability under section 394 of Companies Act, 1956 as per the scheme of amalgamation of arrangement attached therewith.


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Pradip Garach
Advocate
High Court, Bombay

6, Roz-Rio-Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile: 9820501547
Email: pradipgarach@gmail.com

5. I have taken online Search on Inspector General of Registration website for the year 2011 to 2015. Save and except Agreement for Sale by Jawala Real Estate Private Limited with various flat purchasers of the flats in the Buildings constructed on the said Property, I have not found any documents which adversely affect title of the Jawala Real Estate Private Limited to the said Property.
6. Apart from the above, there are no further mortgages or charges created on the said Property for credit facilities from any financial institution / bank other than what is already stated in my Report on Title dated 17th September 2014. Moreover, there are no material occurrences or happenings taken place in respect of the said Property which have any contrary impact on title of the Jawala Real Estate Private Limited to the said Property.
7. Subject to what is stated hereinabove, I confirm that Jawala Real Estate Private Limited has clear and marketable title to the said Property as Owners thereof and entitled to carry out development on the said Property.
8. Thus, my Report on Title dated 17th September 2014 stands modified to the extent as above and be read and construed accordingly.

Dated this 16th day of June, 2015


(Pradip Garach)
Advocate High Court, Bombay

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Pradip Garach
Advocate
High Court, Bombay

6, Roz-Rio-Apartments,
L. B. S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile : 9820501547
Email: pradipgarach@gmail.com

SECOND SUPPLEMENTAL REPORT ON TITLE

Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division

1. This is Second Supplemental Report on Title to my Report on Title dated 17th September 2014 read with First Supplemental Report dated 16th June 2015 thereto given by me for my client Jawala Real Estate Private Limited ("Company") with respect to their title to the Property more particularly described in Schedule hereunder written and there under written.
2. With a view to update my aforesaid Reports on Title to assimilate the financial transactions executed and registered by the said Company with IDBI Trusteeship Services Limited and IL & FS Trust Company Limited in connection with the said Property, this Second Supplemental Report on Title came to be occasioned.
3. Under Clause 16 (a) and (b) of my Report on Title dated 17th September 2014, I have inter alia referred to two Deeds of mortgage dated 31st October 2012 and 1st November 2012 for credit facilities availed of by the said Company on the security of the said Property and construction thereon.
4. In the course of a time, the mortgages referred under Clause 16 (a) and (b) of my Report on Title dated 17th September 2014 have been redeemed by and under
 - (i) Release Deed dated 8th July 2015 executed and registered under No.BBE2-6663/2015 on 08/07/2015 by the IL & FS Trust Company Limited as a Security Trustee in favour of Jawala Real Estate Private Limited as a Mortgagor / Borrower where under the said Security Trustee has re-granted, reassured, released and discharged to and unto the said Mortgagor / Borrower (a) All that piece and parcel of land admeasuring 2485.10 sq. mtrs. along with the residential building known as Trump Tower or Building No.4 with a minimum FSI of 61857.17 Sq.Mt. out of total land admeasuring 65,683.80 sq. mtrs. situated at Cadastral Survey No. 464 of Lower Parel Division Senapati Bapat Marg, Lower Parel, Mumbai 400 013 along with its receivables & (b) All that piece and parcel of land admeasuring 1659.86 sq. mtrs. with the residential building known as Parkside Tower No. 2 with a minimum FSI of 55268.02 sq.mtrs. out of total land admeasuring

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65,683.80 sq. mtrs. sq. mtrs. situated at Cadastral Survey No. 464 of Lower Parel, Senapati Bapat Marg, Parel, Mumbai 400013 along with receivables.

- (ii) Release Deed dated 16th July 2015 executed and registered under No.BBE3-3744/2015 on 16/07/2015 by the II & FS Trust Company Limited as a Security Trustee in favour of Jawala Real Estate Private Limited as a Mortgagor / Borrower whereunder the Security Trustee has re-granted, reassured, released and discharged to and unto the said Mortgagor / Borrower, Land being all that piece or parcel of land aggregate 65,683.80 square meters or thereabouts along with four buildings to be constructed thereon with saleable area upto 4,348,521 square Feet, bearing Cadastral Survey No.464 of Lower Parel Division situate at Senapati Bapat Marg & Parel, Mumbai - 400 013, within the Registration District of Mumbai together with receivables and Escrow Account in connection therewith.

5. Thereafter, the said Company once again has availed of credit facilities on the security of the said Property and construction thereon by execution and registration of anew Deeds of Mortgage details whereof as follows:

- a) By a Deed of Mortgage dated 27th July 2015 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-3923-2015 on 27.07.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of (i) All that piece and parcel of land admeasuring 2485.10 sq. mtrs. alongwith the residential building known as Trump Tower or Building No. 4 (excluding the Public Parking Lots and the units sold allotted amounting to 443,718 sq. mtrs. and (ii) All that piece and parcel of undivided interest in land admeasuring 44,675.87 sq. mtrs. out of total land admeasuring 65,683.80 sq. mtrs for credit facilities and on terms, conditions and covenants stated therein.
- b) By a Deed of Mortgage dated 27th July 2015 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-3922-2015 on 27.07.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of

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land admeasuring 1659.86 sq. mtrs. out of the larger parcel of land admeasuring 65683.80 sq. mtrs. land and all units, built up area, apartments, and flats comprised therein having approved aggregated FSI (Built up area) of 55268.02 sq. mtrs. along with permissible FSI (both present and future and receivables of Parkside, for credit facilities and on terms, conditions and covenants alated therein.

- c) By an Amendatory cum Supplementary Deed of Mortgage dated 4th August 2015 executed amongst Jawala Real Estate Private Limited as Mortgagor of the First Part, IDBI Trusteeship Services Limited as Security Trustee of the Second Part and II & FS Trust Company Limited as the Confirming Party of the Third Part and registered under No.BBE3-4132-2015 on 27.07.2015 where under parties thereto have amended original Deed of Mortgage dated 01.11.2012 registered under No.BBE-259 of 2012 and further created security on property more particularly described in Second Schedule and Third Schedule there under written i.e. Tower 1 to Tower 6 and Bungalows along with land appurtenant thereto including receivables as well as common amenity areas, on terms, conditions and covenants stated therein.
6. Apart from the above, there are no material occurrences or happenings taken place in respect of the said Property which have any contrary impact on title of the Jawala Real Estate Private Limited to the said Property.
7. Subject to what is stated hereinabove, I confirm that Jawala Real Estate Private Limited has clear and marketable title to the said Property and construction thereon as Owners thereof and entitled to carry out development on the said Property.
8. Thus, my Report on Title dated 17th September 2014 and First Supplemental Report on Title dated 16th June 2015 stands modified to the extent as above and be read and construed accordingly.

Dated this 11th day of September, 2015


(Pradip Garach)
Advocate High Court, Bombay

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THIRD SUPPLEMENTAL REPORT ON TITLE

Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division

1. This is Third Supplemental Report on Title to my Report on Title dated 17th September 2014 read with First Supplemental Report dated 16th June 2015 and Second Supplemental dated 11th September 2015 thereto given by me for my client Jawala Real Estate Private Limited (now merged with Lodha Developers Private Limited) ("Company") with respect to their title to the Property more particularly described in Schedule hereunder written and there under written.
2. With a view to update my aforesaid Reports on Title to assimilate the financial transactions executed and registered by the said Company in connection with the said Property as well as merger of the Jawala Real Estate Private Limited with Lodha Developers Private Limited, this Third Supplemental Report on Title came to be occasioned.
3. Thereafter, the said Company once again has availed of credit facilities on the security of the said Property and construction thereon by execution and registration of anew Deeds of Mortgage details whereof as follows:
- a) In my Second Supplemental Report in Clause 5 (c) I have referred to Amendatory cum Supplementary Deed of Mortgage dated 4th August 2015 where through oversight it is wrongly stated that the Company has taken credit facilities on security of Tower 1 to 6 and Bungalows. However it stands corrected as Tower 1 and 3 as mentioned in the Schedule II Part A and Schedule III Part A. This Amendatory cum Supplemental Deed of Mortgage is meant to incorporate Bank of Baroda Consortium along with HDFC Limited as well as IDBI Trusteeship Services Limited be referred as Security Trustee and Debenture Trustee.
- b) By a Deed of Mortgage dated 23rd November 2015 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-6516-2015 on 26.11.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of

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Land admeasuring 1740.50 sq. mtrs and its FSI including Tower 1 viz. Allura and Tower 1 Receivables as described in Part -1 of Schedule 1 together land admeasuring 1769.06 sq. mtrs. and and its FSI including Tower - 3 viz. Marquise and Tower 3 Receivables as described in Part -2 of Schedule 1 and on the Common Amenities Area as described in Part -3 of Scheule - 1 therein, in favour of the Security Trustee for the benefit of the Lender viz. Kotak Mahindra Prime Limited to be held by Security Trustee for the Lender, for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.

- c) By a Deed of Mortgage dated 29th February 2016 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-1502-2016 on 04.03.2016 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Tower 1 & 3, Tower 1 & 3 Receivables, Tower 1 & 3 Appurtenant Land, Escrow Account and first pari passu charge in favour of the Security Trustee on behalf of the Term Lenders (BOB and Others) on the Common Amenities Area which shall be shared on a pari passu basis with HDFC Limited, SCB and Existing Debenture Holder 3 as described in Article 2 and Scheule - 1 therein, to be held by Security Trustee for the Term Lenders for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.
- d) By a Deed of Mortgage dated 25th October 2016 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE1-8144/2016 on 25.10.2016 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Tower 5, 6 and 7, Tower 5, 6 and 7 Receivables, Tower 5, 6 and 7 Appurtenant Land and first pari passu charge on the common amenities for the benefit of all the Lenders, in favour of the Security Trustee for the benefit of the Lender under the Deed of Mortgage viz. Kotak Mahindra Prime Limited to be held by Security Trustee, for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.
- e) Under Letter dated 16th May 2017 by Kotak Mahindra Investments addressed to the Company whereby Kotak Mahindra Investments

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released their charge, mortgage of interest over the properties relating to the Tower - 6 in the Project Park as well as properties relating to 7 Bungalows in Park Project with regard to the financial facility of non-convertible debentures of 40 Crores subscribed by them.

- f) Under an another Letter dated 16th May 2017 by Kotak Mahindra Prime Limited addressed to the Company whereby Kotak Mahindra Prime Limited released their charge, mortgage of interest over the properties relating to the Tower - 6 in the Project Park as well as properties relating to 7 Bungalows in Park Project with regard to the financial facilities of Rs.300 Crores in their sanction letter dated 14th October 2015 and 3rd March 2016 along with non-convertible debentures of 20 Crores subscribed by them.
- g) Under an another Letter dated 16th May 2017 by Kotak Mahindra Prime Limited addressed to the Company whereby Kotak Mahindra Prime Limited released their charge, mortgage of interest over the properties relating to the Tower - 6 in the Project Park as well as properties relating to 7 Bungalows in Park Project with regard to the financial facilities of Rs.200 Crores in their sanction letter dated 14th September 2017.
- h) By a Deed of Mortgage dated 26th May 2017 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-3299-2017 on 26.05.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Tower 6, Tower 6 Receivables, Tower 6 Appurtenant Land, Escrow Account and first pari passu charge in favour of the Security Trustee on behalf of the BOI Consortium Lenders on the Common Amenities Area which shall be shared on a pari passu basis with BOB Consortium Lenders, HDFC Limited, SCB Consortium Lenders, Kotak Mahindra Prime Limited and Existing Debenture Holder 3 as described in Article 2 and Scheule - I therein, to be held by Security Trustee for the BOI Consortium Lenders for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.
- i) By Indenture of Mortgage dated 28th June 2017 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part in favour of IDBI Trusteeship Services Limited as Security Trustee of the Other Part

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registered under No.BBE5-4095-2017 on 28.06.2017 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Project viz. Parkside - Full moon, Parkside Receivables, Park Side Appurtenant Land and Common Area but excluding sold Units/Flats of the said Project in favour of the Security Trustee on behalf of HDFC Limited, as described in Scheule - II therein, to be held by Security Trustee for the benefit of HDFC Limited, for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.

4. By Order dated 18th October 2017 in Company Scheme Petition No.808 of 2017 Jawala Real Estate Private Limited was ordered to be amalgamated with Lodha Developers Private Limited with effect from 8th November 2017. Under the said Order, the entire business and undertaking of Jawala Real Estate Private Limited including but not limited to land, building, investments, loans, advances, approvals, permissions, rights, obligations have been transferred to and vested in Lodha Developers Private Limited. In the premises aforesaid, Lodha Developers Private Limited became entitled to the captioned Property as absolute Owners thereof.
5. Apart from the above, there are no material occurrences or happenings taken place nor any variations in respect of the said Property which will have any contrary impact on title of the Lodha Developers Private Limited (formerly known as Jawala Real Estate Private Limited) to the said Property.
6. Subject to what is stated hereinabove, I confirm that Lodha Developers Private Limited (formerly known as Jawala Real Estate Private Limited) has clear and marketable title to the said Property and construction thereon as Owners thereof and entitled to carry out development on the said Property.
7. Thus, my Report on Title dated 17th September 2014, First Supplemental Report on Title dated 16th June 2015, Second Supplemental Report on Title dated 11th September 2015 stands modified to the extent as above and be read and construed accordingly.

Dated this 22nd day of December 2017


(Pradip Garach)
Advocate High Court, Bombay

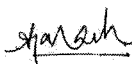
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ADDENDUM

Re: **All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division**

1. I have been requested by Lodha Developers Limited (formerly known as Lodha Developers Private Limited / Jawala Real Estate Private Limited) ("Company") to issue this Addendum to place on record the conversion from private company to public company, pursuant to the Certificate of Incorporation dated 14.03.2018
2. I have perused afresh Certificate of Incorporation dated 14.03.2018 issued by Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited company to Lodha Developers Limited. By reason whereof, the name of the Company Lodha Developers Private Limited has changed to Lodha Developers Limited with effect from 14.03.2018.
3. Hence, my Report on Title dated 17th September 2014 and Supplementals thereto dated 16th June 2015, 11th September 2015 and 22nd December 2017 with respect to the Property more particularly described in Schedules thereunder written and development thereon stands modified and be read and construed accordingly.

Dated this 28th day of March, 2018


(Pradip Garach)
Advocate High Court, Bombay

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FOURTH SUPPLEMENTAL REPORT ON TITLE

Re: **Project by name "The Park" comprised of Buildings, Town Houses and such other premises being constructed on portion of All that piece and parcels of land bearing Cadastral Survey No. 464 of Lower Parel Division admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits ("said Property")**

1. This has reference to my earlier Report on Title dated 17th September 2014 and Supplemental thereto ended with Third Supplemental Report dated 22nd December 2017 read with Addendum dated 28th March 2018 ("Reports") in respect of the captioned Property.
2. Under the said Reports on Title it is inter alia certified that my clients Lodha Developers Limited (formerly known as Jawala Real Estate Private Limited) has marketable title to the said Property and construction thereon as Owners thereof and entitled to carry out development on the said Property, on the basis of the findings stated therein.
3. In intervening period of the said Report and post issuance of the last Report dated 22nd December 2017 read with Addendum dated 28th March 2018, there are certain material changes taken place with respect to my client's title to the said Property and development thereon. With a view to update my earlier Reports, I hereby issue this Fourth Supplemental Report on Title.
4. I note that Deed of Mortgage dated 23/11/2015 executed and registered under No.BBE3-6515/2015 referred in Clause 3 (b) of my Third Supplemental Report dated 22/12/2017 has been redeemed and the mortgaged property was released and re-conveyed, Vide Deed of Release and Re-conveyance Deed dated 08/03/2016 registered under Serial No.BBE3-1579/2016.
5. By Deed of Release and Re-conveyance dated 25/05/2017 executed and registered under BBE5-3298/2017 with the Sub-Registrar of Assurances at Mumbai between IDBI Trusteeship Services Limited and Jawala Real Estate Private Limited, the mortgage created under Deed of Mortgage dated 25/10/2016 registered under No.8144 of 2016 (referred in Clause

Page 1 of 5

- 3 (d) of my Report dated 22/12/2017) and Amendatory cum Supplementary Deed of Mortgage dated 04/08/2015 registered under No.4132 of 2015 (referred in Clause 5 (c) of my Report dated 11/09/2015) read with Supplementary Indenture of Mortgage dated 04/03/2016 registered under No.1578 of 2016 in respect of Tower 6, Tower 6, appurtenant land, Tower 6 Receivables, Seven Bungalows, Seven Bungalows appurtenant land was released by IDBI Trusteeship Services Limited in favour of Jawala Real Estate Private Limited.
6. By Deed of Release dated 20/12/2017 executed and registered under Serial No.BBE3-8805/2017 between IDBI Trusteeship Services Limited and Lodha Developers Private Limited wherein the Parties have recorded that the mortgage money was being repaid by the Mortgagor and thereupon redeemed Deed of Mortgage dated 27/07/2015 registered under No.BBE3-3923 of 2015 (referred in paragraph no.5(a) of my Report on Title dated 11th September 2015) and in turn Tower No.4, Trump Tower constructed on the portion of the Property admeasuring 2485.10 sq. mtrs. And undivided interest in land admeasuring 44,675.87 sq. mtrs. Or thereabouts out of total land admeasuring 65683.80 sq. mtrs. (i.e 65,724.12 sq. mtrs. as per Property card) and on terms, conditions and covenants stated therein.
7. By Deed of Mortgage dated 20/12/2017 executed and registered under No.BBE-3-8806 of 2017 between Lodha Developers Private Limited as the Borrower of the First Part and PNB Housing Finance Limited as the Mortgagee of the Second Part and IDBI Trusteeship Services Limited as the Security Trustee of the Third Part wherein the Borrower has mortgaged Tower No.4, Trump Tower constructed on the portion of the Property admeasuring 2485.10 sq. mtrs. and receivables thereto as well common amenity area to and unto IDBI Trusteeship Services Limited to avail of financial facilities on terms, conditions and covenants stated therein.
8. By Deed of Release and Re-conveyance dated 20/02/2018 executed by and between IDBI Trusteeship Services Limited (Releaser / Security Trustee) and Lodha Developers Private Limited (now Lodha Developers Limited and since merger of Jawala Real Estate Limited) (Releasee) registered under No.BBE3-1749/2018 on 01/03/2018, the Releasee

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therein have paid back/reimbursed the credit facilities availed of by them and redeemed (i) Deed of Mortgage dated 26th November 2015 registered under No.6515/2015 (referred in clause 3 (b) of my Report on Title dated 22nd December 2017) read along with Supplemental Indenture of Mortgage dated 4th March 2016 registered under No.1578/2016, (ii) Deed of Mortgage dated 25th October 2016 registered under No.8144/2016 (referred in clause 3 (d) of my Report on Title dated 22nd December 2017) and (iii) Amendatory cum Supplementary Deed of Mortgage dated 4th August 2015 (referred in Clause 5 (c) of my Report on Title dated 11th September 2015) and thereupon the Releaser have released and re-conveyed the mortgaged property therein to and unto Releasee, on terms, covenants and conditions stated therein.

9. By an Indenture of Mortgage dated 29/01/2018 executed by and between Lodha Developers Private Limited (now Lodha Developers Limited) as the Borrower/Mortgagor of the One Part and IDBI Trusteeship Services Limited (Mortgagee / Security Trustee) of the Other Part and registered under No.BBE-3 1750/2018 on 01/03/2018 with Joint Sub-Registrar of Assurances at Mumbai City-3 read with finance documents defined therein, whereby the Mortgagor has created mortgage on its Property mentioned in Part A and B of Schedule thereunder written viz. (i) the demarcated portion admeasuring about 1550.12 square meters and the residential building bearing no. 5 known as Kiara Towers along with the FSI (present and future) built thereon as per approved plans and forming part of project known as The Park (The Project) constructed on the piece and parcel of land bearing Cadastral Survey No. 464 of Lower Parel Division, admeasuring 65,683.80 square meters (as per Architect Certificate and approved plans and 65,724.12 square meters as per property card) situated at Senapati Bapat Marg, Parel, Mumbai 400013 excluding the Public Parking Lots as further described under Part D and the units sold/allotted as more particularly mentioned in Part C thereunder and (ii) along with respect to all common benefits and common amenities out of the land admeasuring 44,675.87 square mts out of the total land admeasuring 65,683.80 sq. mts. along with all the rights, titles, interest receivables present or in future, all trees, hedges, ditches, wells, common ways, access, drains, water sources, liberties, privileges, easement, advantages, club house.

Page 3 of 5

swimming pool, gardens, parking spaces and appurtenances whatsoever arising out of and in relation to the common benefits and amenities for the benefit of LIC Housing Finance Limited and on first pari passu charge basis with other lenders except the sold units mentioned in Part C of the Schedule therein, to avail credit facilities on terms, covenants and conditions stated therein.

10. By Deed of Mortgage dated 19/05/2018 executed and registered under Serial No.BBE3-4748 of 2018 by and between Lodha Developers Limited (Borrower/Mortgagor) of the One Part and IDBI Trusteeship Services Limited (Mortgagee) of the Other Part wherein the Mortgagor have mortgaged Town House Structures to be constructed on the portion of the said Property admeasuring 2988.03 sq. mtrs. along with receivables thereto and charge on common amenities area in favour of IDBI Trusteeship Services Limited in order to obtain construction loan from Indian Bank, on terms and conditions stated therein.
11. By Amending and Restating Indenture of Mortgage dated 29/03/2019 executed by and between Lodha Developers Limited (Mortgagor/Borrower) and IDBI Trusteeship Services Limited (Mortgagee / Security Trustee) and registered under No.BBE-4-3783/2019 on 01/04/2019 with Joint Sub-Registrar of Assurances at Mumbai City-4 whereby the Parties thereto have modified, the Deed of Mortgage dated 28th September 2017 registered under Serial No.TNN5-11298/2017 amongst Palava Dwellers Private Limited (Mortgagor), Vistra ITCL (India) Limited (Security Trustee) and Canara Bank (Lender) [which relates to other Project to substitute portion of the said Property] in connection with the overdraft facility to the extent of 100 crores, as follows :-
- The Vistra ITCL (India) Limited resigned as a Security Trustee and was substituted by IDBI Trusteeship Services Limited (Security Trustee)
 - Original Facility has been reduced to Rs.50 Crores
 - Released the charge over the immovable properties of Village Waklan, Ghesar and Nilje (Experia Mall) more particularly described in the Schedule I to III of the Deed of Mortgage dated 28th September 2017 and created a charge on additional

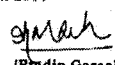
Page 4 of 5

immovable properties set out in Schedule I i.e. "Open Land Admeasuring 6937.03 Sq. Mtrs. (Known as Seven Dungalows Plot) forming part of the captioned Property bearing cadastral survey No.464 (Total Adm.67,293.17 Sq. Mtrs.) of Lower Parel Division, Mumbai City.

for the benefit of Lenders and on terms, covenants and conditions stated therein.

- Apart from the above, there are no material occurrences or happenings taken place nor any variations in respect of the said Property which will have any contrary impact on title of the Lodha Developers Private Limited (formerly known as Jawala Real Estate Private Limited) to the said Property.
- Subject to what is stated hereinabove, I confirm that Lodha Developers Private Limited (formerly known as Jawala Real Estate Private Limited) has clear and marketable title to the said Property and construction thereon as Owners thereof and entitled to carry out further development on the said Property.
- Thus, the Report on Title dated 17th September 2014, First Supplemental Report on Title dated 16th June 2015, Second Supplemental Report on Title dated 11th September 2015, Third Supplemental dated 22nd December 2017 and Addendum dated 28th March 2018 stands modified to the extent stated as above and be read and construed accordingly.

Dated this 26th day of April 2019


(Pradip Garach)
Advocate High Court, Bombay

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FIFTH SUPPLEMENTAL REPORT ON TITLE

Re: **Project by name "Lodha Park" comprised of Buildings, Town Houses and such other premises being constructed on portion of All that piece and parcels of land bearing Cadastral Survey No. 464 of Lower Parel Division admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits ("said Property")**

1. I have issued, on the instructions of my client Macrotech Developers Limited hitherto Lodha Developers Limited (formerly known as Jawaala Real Estate Private Limited) ("**Company**"), Report on Title dated 17th September 2014 and Supplemental thereto ended with Third Supplemental Report dated 26th April 2019 read with Addendum dated 28th March 2018 ("**Reports on Title**") inter alia certifying that the Company has a clear and marketable title to the said Property and construction thereon as absolute Owners thereof and entitled to carry out further development on the said Property on the basis of the findings stated therein.
2. I have been requested by Macrotech Developers Limited to update the above referred Reports on Title so as to incorporate the fact of change of name of Lodha Developers Limited to Macrotech Developers Limited.
3. By a Certificate of Incorporation, 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 24th May 2019.
4. By Indenture of Mortgage dated 28th February 2019 executed and registered under No.BBE-3-1474 of 2019 between Lodha Developers Limited as the Borrower/Mortgagor of the One Part and IDBI Trusteeship Services Limited as the Security Trustee of the Other Part wherein the Borrower has mortgaged to Security Trustee for the benefit of Lender HDFC Limited, the Property more particularly described in Second Schedule thereunder written read with Article - 2 of present Mortgage Deed to avail of financial facilities (as defined therein) on terms, conditions and covenants stated therein.

Page 1 of 2

5. In view of the above, I hereby certify that Macrotech Developers Limited is now the Owner of the said Property and development thereon subject to what is stated in aforesaid earlier Report on Title and Supplemental thereto and subsisting mortgages of IDBI Trusteeship Services Limited for financial facilities defined and stated therein.

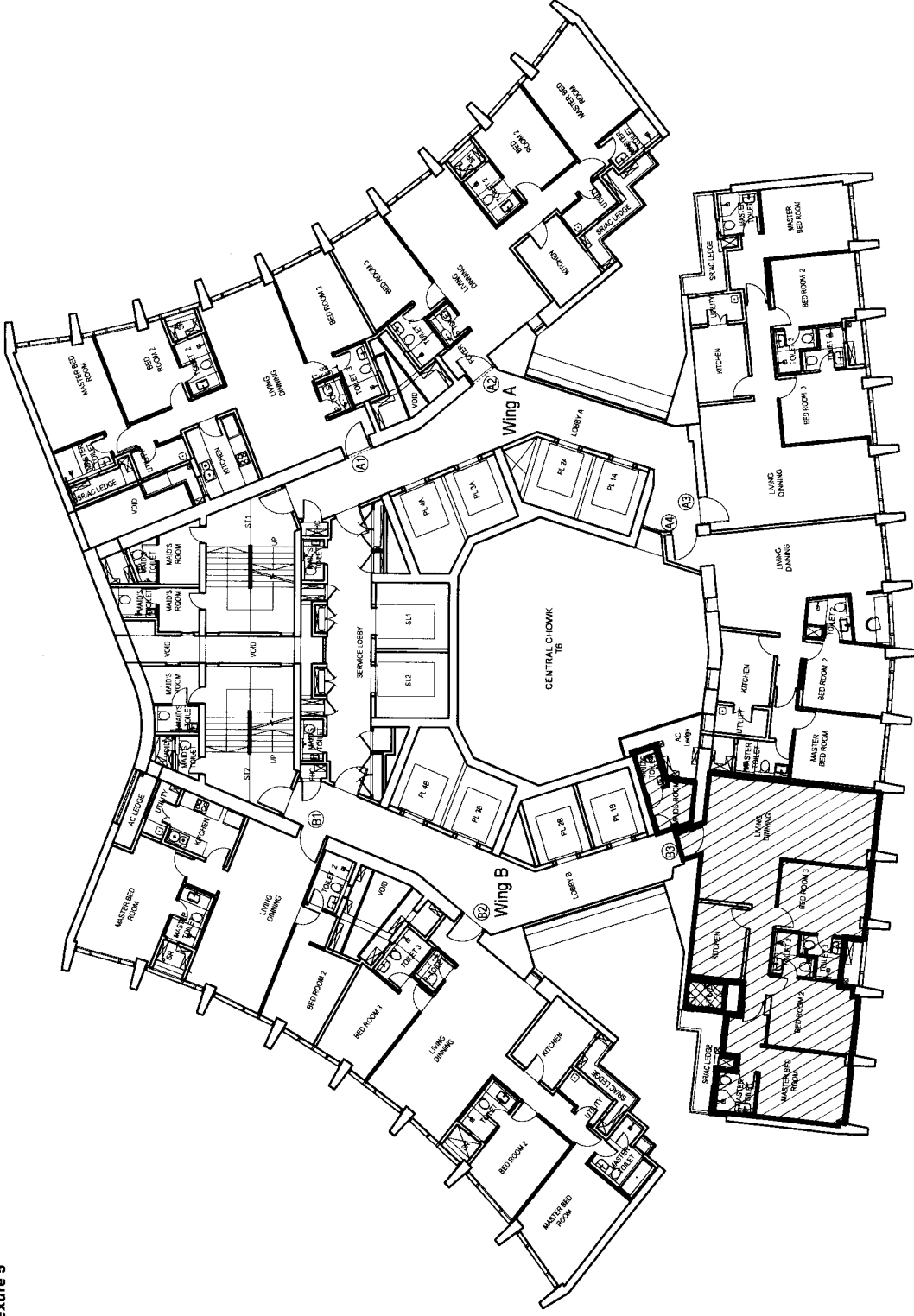
6. In the premises aforesaid, earlier Report on Title and Supplemental thereto stands modified and be read and construed accordingly.

Dated this 17th day of June, 2019


(Pradip Garach)
Advocate High Court, Bombay

Annexure 4*(Key Approvals)*

| No. | Approval/Document | Date of Document | Document Ref No. | Issuing Authority |
|------------|--|-------------------------|-------------------------|---|
| 1. | Intimation of Disapproval | 24 January 2006 | EB/1342/GS/A | Municipal Corporation of Grater Mumbai |
| 2. | Amended approval letter | 28 December 2021 | EB/1342/GS/A | Municipal Corporation of Greater Mumbai |
| 3. | Amended Commencement Certificate | 03 November 2021 | EB/1342/GS/A | Municipal Corporation of Greater Mumbai |
| 4. | Revalidation of Commencement Certificate | 11 February 2022 | EB/1342/GS/A | Municipal Corporation of Greater Mumbai |
| 5. | Occupation Certificate | 28 August 2020 | EB/1342/GS/A | Municipal Corporation of Greater Mumbai |



TYPICAL FLOOR PLAN FOR:- 8 to 14, 16 to 21, 23 to 28, 30 to 35, 37 to 42 floor

| | | | | |
|------------|--------------|-------|--------|-------------|
| LODHA PARK | LODHA ADRINA | FLOOR | WING B | UNIT NO. 03 |
|------------|--------------|-------|--------|-------------|

NOTE :- NOT TO SCALE. FOR ACCURATE MEASUREMENTS OF DIMENSIONS, PLEASE FOLLOW POLYLINE METHOD. THE CARPET AREA CALCULATED WILL BE THE PHYSICAL AREA. ACCORDINGLY, ANY FINISHES MAY VARY BY +/- 3% ON ACCOUNT OF CONSTRUCTION OR DESIGN TOLERANCES.

| | | | | | |
|--|--|--|--|---------------------|--|
| <p>LODHA BUILDING A BETTER LIFE</p> | <p>DEVELOPERS</p> <p>MACROTECH DEVELOPERS LTD 412 FLOOR-4, 17G VARDHAMAN CHAMBER, CAWASJI PATEL RD, HORNIMAN CIRCLE, FORT, MUMBAI 400001</p> | | <p>LEGEND</p> <p>CARPET </p> <p>EVBT </p> | <p>NORTH</p> | <p>ARCHITECT</p> <p>SPACECRAFT ARCHITECTURE B/106, NATRAL BUILDING, SHIVAJINAGAR COMPLEX, MIDLAND-CORDEAON LINKS ROAD, MIDLAND W. 7, MIDNAGAR - 400 086 TEL. - 39 6801/2/584282</p> |
| | <p>MACROTECH DEVELOPERS LTD 412 FLOOR-4, 17G VARDHAMAN CHAMBER, CAWASJI PATEL RD, HORNIMAN CIRCLE, FORT, MUMBAI 400001</p> | | | | |

Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** :2234817
- (II) **Correspondence Address of Purchaser:** C-5/103 Bhimashankar Madhav Sankalp Complex Khadkpada, Near Godrej Hill Kalyan -(West) Thane 421301 Maharashtra India
- (III) **Email ID of Purchaser:** aattishparikh7@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : Lodha Park - Tower 6
- (ii) Building Name : Adrina (Tower 6)
- (iii) Wing : B
- (iv) Unit No. : B-3003
- (v) Area :

| | Sq. Ft. | Sq. Mtrs. |
|-----------------------------------|---------|-----------|
| Carpet Area | 1,162 | 107.95 |
| EBVT Area | 31 | 2.88 |
| Net Area (Carpet Area +EBVT Area) | 1,193 | 110.83 |

- (vi) Car Parking Space Allotted: 2

- (V) **Consideration Value (CV):** Rs. 607,24,140/- (Rupees Six Crore Seven Lakh Twenty-Four Thousand One Hundred Forty 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 | 9,00,000 | 25-08-2023 |
| 2 | Booking Amount II | 21,36,207 | 25-08-2023 |
| 3 | Booking Amount III | 30,36,207 | 21-09-2023 |
| 4 | Application Money 4 | 91,08,621 | 30-09-2023 |
| 5 | On date of receipt of OC | 455,43,105 | 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.

(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: 31-12-2024, 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 Park - Tower 6
- 2) RERA Registration Number: P51900014937
- 3) No. of Buildings: 1

Annexure 6A

(Other Amount Payable before DOP)

- (I) **Charges towards Utility/Infrastructure/Other charges** (collectively referred to as ("**Other Charges**") to be paid on/before the Date of Offer of Possession: Rs. 9,94,640/- (Rupees Nine lakh Ninety-Four Thousand Six Hundred Forty 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. 3,43,584/- (Rupees Three Lakh Forty-Three Thousand Five Hundred Eighty-Four Only) covering period of 18 months from DOP.
 2. **FCAM Charges (if applicable):** Rs. 4,11,585.00/- (Rupees Four Lakh Eleven Thousand Five Hundred Eighty-Five Only) covering period of 60 months from DOP.
 3. **Property Tax (Estimated):** Rs. 2,14,954/- (Rupees Two Lakh Fourteen Thousand Nine Hundred Fifty-Four Only) covering period of 18 months from DOP.
 4. **Building Protection Deposit:** Undated Cheque of 1,19,300.00/- (Rupees One Lakh Nineteen Thousand Three 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.

Annexure 7

30 Dec 2022

Amenity List, Tower 6 – Wings A & B , Marketing

Within Building

Elegant glass façade with colored weather shade boxing in aluminum for striking elevation and long-lasting durability.

- Grand air-conditioned main entrance lobby
- Designer floor lift lobbies
- Each wing with 4 hi-speed passenger elevators from Mitsubishi/Schindler/Otis⁵
- 2 Separate service-cum-stretcher elevator
- State of the art firefighting system
- Advanced 5-tier security:
 - Swipe card access to lobby and lifts
 - Video door phone
 - CCTV monitoring of key common areas
 - Gas detector in kitchen
 - Emergency alarm in each residence

Development

❖ Club ~ 50,000 sft.

- Gym
- Yoga/Aerobics room
- Banquet Hall
- Guest rooms
- Badminton court
- Squash court
- Theatre
- Kids play area
- Indoor game area (Table Tennis, snookers etc.)
- Restaurant/Café
- Juice Bar
- Library
- Business center
- Saloon
- Indoor swimming pool
- Multipurpose sports court
- Tennis court

❖ Outdoor Facility

- Swimming pools
 - 30 m length Lap pool
 - Kids pool
 - Toddlers pool
 - Family pool

- Rain pool
- Hammam
- Outdoor gym
- Putting green/Pet Garden
- Cricket Pitch
- Outdoor chess
- Outdoor Children's play area
- Outdoor cinema/Amphitheatre
- Organic Farm
- Temple
- Rock climbing wall
- Party lawn
- Picnic / Barbeque area

* excluding kitchen, toilets and service areas

** selected units only

§All brands stated above are subject to change with equivalent or better brands, at sole discretion of the Project Designers.

Annexure 8
(Special Conditions)

1. The Purchaser is aware that the Company is constructing a public parking lot on the Larger Property in pursuance of the Approvals obtained and the same shall be handed over to Municipal Corporation for Greater Mumbai after completion thereof.
2. The Purchaser is aware that the Unit is located in a tower adjacent to 10-15 townhouses (which form a part of the Project) and that the owners/tenants/guests/staff of these townhouses shall be entitled to use the elevators (including service elevator), staircases and lobby of the tower in which the Unit is located and shall accordingly contribute an amount equivalent to 15% of the BCAM of this tower in consideration of usage of these facilities.
3. Notwithstanding anything contained in the Agreement, the Parties hereby agree and confirm that the stamp duty towards this Unit shall be borne and paid by the Company.
4. The Purchaser and the Company both agree that this Unit is being sold under Occupation Certificate linked payment plan, where large percentage of the Total Consideration payable by the Purchaser for the Unit shall be payable upon receipt of Occupation Certificate for the said Unit. This plan provides significant payment schedule linked benefits to the Purchaser and hence, it is explicitly agreed that:
 - a. The intimation of receipt of Occupation Certificate for the said unit by the Company to the Purchaser shall be deemed to be DoP.
 - b. Purchaser shall make payment of all balance amounts payable under this Agreement within 14 (fourteen) days of intimation by the Company that Occupation Certificate has been received for the said unit.
 - c. The grace period for DoP shall be 18 months beyond the DoP date stated in Annexure 6.
 - d. The Company shall have a period of 4 (four) months after the Purchaser has made payment of all amounts under this Agreement (pursuant to b. hereinabove) to arrange inspection of the unit for the Purchaser. In case of any delay beyond the said period of 4 (four) months, the purchaser shall be entitled to receive monthly rental compensation (and nothing else) from the start of the 5th month and upto the 9th month from the date that the Purchaser has made payment of all amounts under this Agreement. If the Company fails to offer inspection of the Unit to the Purchaser even after 9 months have elapsed from the date on which Purchaser has made payment of all amounts under this Agreement, the termination and refund rights under Clause 11.3 and 11.4 of this Agreement shall apply.

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 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 11.3.1.b of the ATS and proceed with the termination of the ATS in accordance with Clause 11 of the ATS.

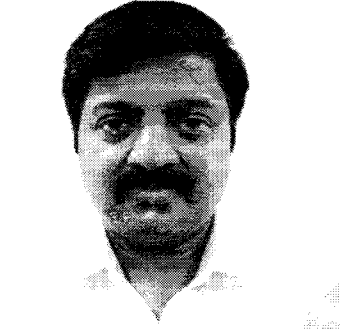
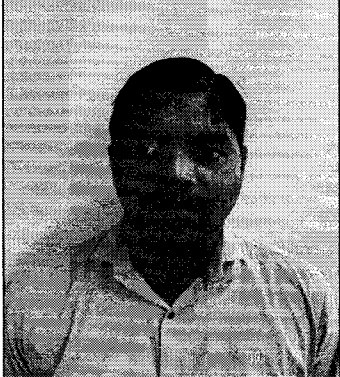

Yours sincerely,

[name of customer]



Annexure 10

(Constituted Attorneys for execution and registration of Deed of Cancellation)

| Name of Constituted Attorney | Photo | Signature |
|------------------------------|---|-----------|
| Surendran Nair |  | |
| Rahul Wandekar |  | |
| Pandhari Kesarkar |  | |



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No EB/1342/GS/AFCC/5/Amend

COMMENCEMENT CERTIFICATE

To,
M/s. Macrotech Developers Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai
Textile Mill Compound, Mumbai. 400013.

Sir,

With reference to your application No. **EB/1342/GS/AFCC/5/Amend** Dated. **11 Feb 2019** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **11 Feb 2019** of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **464** Division / Village / Town Planning Scheme No. **Lower Parel** situated at **Senapati Bapat Marg Road / Street in G/South Ward**.

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

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed **Shri. Asst.Eng.(BP)City VI G/South Assistant Engineer** to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 23/1/2019

Issue On : 01 Aug 2018 Valid Upto : 23 Jan 2019

Application Number : EB/1342/GS/ACC/1/Old

Remark :

Approved

Approved By
EE

Executive Engineer

Issue On : 11 Feb 2019

Valid Upto : 23 Jan 2020

Application Number :

EB/1342/GS/AFCC/1/Old

Remark :

This CC is further extended for the full work of Town Hall number 6 to 12, as per last approved plan dated 05.12.2008.

Approved By

AE

Assistant Engineer (BP)

Issue On : 23 Apr 2019

Valid Upto : 22 Apr 2020

Application Number :

EB/1342/GS/AFCC/1/Amend

Remark :

This C.C. is further extended for a) Wing-5 from 64th to 66th top of habitable floor & Core CC for staircase, lift, and lobby area upto 71st floor & b) Wing-6 upto top of 8th habitable floor as per approved amended plan dated 11.04.2019.

Approved By

Asst.Eng.(BP)City VI G/South (Rajendra Anandrazo
Jadhav)

EB/1342/GS/AFCC/5/Amend

Assistant Engineer (BP)

Issue On : 07 Sep 2019 Valid Upto : 06 Sep 2020

Application Number : EB/1342/GS/A/FCC/2/Amend

Remark :

This C.C. is endorsed for wing 4 & wing 5 and further extended for Wing-6 from 9th to 11th top of habitable floor & Core CC for staircase, lift, and lobby area upto 14th floor as per approved amended plan dated 06.09.2019

Approved By

Asst.Eng.(BP)City VI G/South
Assistant Engineer (BP)

Issue On : 22 Dec 2020

Valid Upto : 21 Dec 2021

Application Number : EB/1342/GS/A/FCC/3/Amend

Remark :

This CC is issued for proposed work at 6th & 7th podium levels alongwith internal changes to town House and also re-endorsed for full work of wing 5, i.e. 4 basement + Ground + 1st to 8th podium + 7th (P.L) refuge area/habitable + 8th to 66th upper floors + OHT & LMR as per approved amended plan dated 08.12.2020

Approved By

Asst.Eng.(BP)City VI G/South
Assistant Engineer (BP)

Issue On : 03 Nov 2021

Valid Upto : 02 Nov 2022

Application Number : EB/1342/GS/A/FCC/4/Amend

Remark :

Further CC is hereby extended for Wing-6 from 12th to 49th top slab upper residential floors as per approved amended plan dtd 16.08.2021

Approved By

Asst.Eng.(BP)City VI G/South
Assistant Engineer (BP)

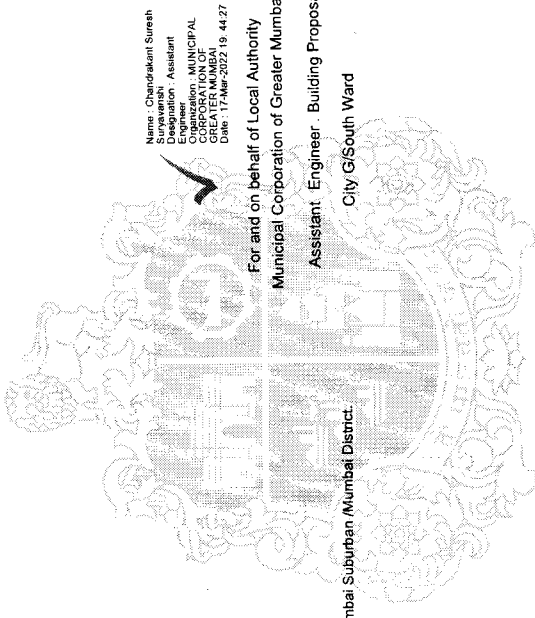
Issue On : 17 Mar 2022

Valid Upto : 01 Jan 2023

Application Number : EB/1342/GS/A/FCC/5/Amend

Remark :

Further CC of Wing-6 is hereby extended from 50th to 66th upper residential floors + OHT i.e. full CC as per approved amended plan dtd 28.12.2021



Name - Chandrakant Suresh
Suryawanshi
Designation - Assistant
Engineer
Organization - MUNICIPAL
CORPORATION OF
GREATER MUMBAI
Date - 17-Mar-2022 19:44:27

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

Assistant Engineer - Building Proposal
City G/South Ward

Cc to :
1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

In replying please quote No. and date of this letter.

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

No. **23/1342/CS/A**
No. E.B./CE/ BS/A of 2005 - 2006

MEMORANDUM

M/s. Javala Real Estate Pvt. Ltd.,
No. 13, 8th Floor, 'A' Wing,
Trade Tower, Kamala Mills,
Senapati Bapat Marg,
Mumbai - 400 013.

Municipal Office,
Mumbai **24/1/2006**

With reference to your Notice, letter No. 1501 dated 26.2.2005 and delivered on 26.9.2005 and the plans, Sections Specifications and Description and further particulars and details of your buildings at **Sl. No. 464, 4/464, Lower Parrel Div., Senapati Bapat Marg, Mumbai-13** furnished to me under your letter, dated 26.9.2005. I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval of thereof reasons:

1. THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UP TO PLINTH LEVEL.

1. That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D or 5' above adjoining road level whichever is higher with murrum, earth, boulders, etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting the construction work and the access and set back land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E. (R.C.)/E.E. (S.W.D.) of City before submitting Building Completion Certificate.
5. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI [Regulation 5(3) (ix)] will not be submitted by him.

Contd... 2(a)

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the **23RD** day of **JANUARY** 2006 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Wagh
Executive Engineer, Building Proposals,
Zone City-1, Mumbai

SPECIAL INSTRUCTIONS

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
 - (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
 - (3) ~~Under the provisions of Section 346 of the said Act, the following conditions shall be complied with before the commencement of the work:~~
 - (4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
 - (5) Your attention is further drawn to the provision of Section 333-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
 - (6) Proposed date of commencement of work should be communicated as per requirements of Section 347(1) (a) of the Bombay Municipal Corporation Act.
 - (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.
 - (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.
- Attention is drawn to the notes accompanying this Intimation of Disapproval.

-2(a)-

No. **EM1342/CS/A**
24/1/2006

Special Instructions:

1. That this intimation of disapproval (I.O.D.) is at the risk and cost of the applicant and subject to the situation mentioned in the interim order dtd 15.12.2005 passed by the Supreme Court in S.L.P. No. 23040 (N.T.C. Mills), the copy of the same is enclosed herewith.
2. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
3. That the regular sanctioned proposed lines and reservations will not be got demarcated at site through A.E. (Survey)/ E.E. (T&C)/ E.E. (D.P.)/ D.C.L.R. before applying for C.C.
4. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
5. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand-over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
6. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C. starting the work.
7. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
8. That the requirements of N.O.C. of C.F.O. will not be obtained & the requisitions, if any, will not be complied with before occupation certificate B.C.C.
9. That the qualified/registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
10. That extra water and sewerage charges will not be paid to A.E.W.W. G/South Ward before C.C.
11. That the Regd. Undertaking from the owners i.e. N.T.C. as well as M/s. Javala Real Estate Pvt. Ltd. for faithful compliance of the orders passed by Hon'ble High Court in PIL bearing No. 462 of 2005 and orders passed by Hon'ble Supreme Court dated 15.12.2005 in SLP No. 23040 (N.T.C. Mills) as well as final order that may be issued by Supreme Court.
12. That the premium/deposits as follows will not be paid -
 - a. Development charges as per M.R.T.P. (Amendment) Act, 1992.
 - b. Insecticide charges.
 - c. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges to G/South Ward.

17. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
18. That the work will not be carried out strictly as per approved plan and in conformity with the U.G. Regulations in force.
19. That the N.O.C. from Tree authority shall not be submitted before asking for C.C.
20. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
21. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
22. That the N.O.C. from B.E.E.T. for sub-station shall not be submitted.
23. That the Fresh Tax Clearance Certificate from A.A. & C/G/South Ward shall not be submitted.
24. That the Heritage N.O.C. shall not be submitted as and when directed by the High Court in the writ petition 1658 of 2005.
25. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
26. That the indemnity Bond indemnifying M.C.G.M. against disputes, litigation, claims, arising out of ownership of plot shall not be submitted.
27. That the U.L.C. affidavit and regd. U/L for U.L.C. shall not be submitted.
28. That the remarks from H.E. Department shall not be submitted.
29. That the debris shall not be dumped on the Municipal ground only.
30. That the board displaying the details of development of the work shall not be displayed at site.
31. That the remarks from E.E. (S.W.D.) for proposed SWD shall not be submitted before C.C.
32. That the N.O.C. from Dy.Ch.E. (S.P.) P&D for proposed sewer line and for SIP in 2nd basement area shall not be submitted before C.C.
33. That the plot boundary shall not be got demarcated from C.E.L.R. and demarcation certificate shall not be submitted to this office.
34. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in the field as per list furnished by Solid Waste Management of M.C.G.M. shall not be provided.
35. That the copy of PAN card of the applicant shall not be submitted with requisite U/L.

2(a)
No. EB/134/GS/A
24/11/2006

Contd. (a)

36. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
37. That the N.O.C.'s from:
 - 1) Ch. Eng. (M. & E.) for location and area of A.C. Plant Room (Diesel Generator Room) at 2nd basement and for forced ventilation for staircase, lift, lift-lobby as well as for 1st & 2nd level basement & requirement of D.C. set.
 - 2) C.F.O. for fire fighting water tank in 2nd basement.
38. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance/damage to adjoining buildings.
39. That the N.O.C. from E.C.T. & C. shall not be obtained for the parking before C.C.
40. That Regd. W.T. for minimum nuisance during construction activity shall not be submitted before C.C.
41. That work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
42. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
43. That the precautionary measures to avoid nuisance due to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
44. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall be complied with.
45. No main beam in a R.C.C. framed structure shall not be less than 230 mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.
46. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1303-2002 including the column projecting beyond the terrace and carrying the overhead water storage tank, etc.
47. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm, autoclaved cellular concrete block excluding plaster thickness as circulated under No. Ch. Eng. (U.P.) 558/lt of 15.4.1974.
48. That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No. TPB 43203/11B29/CR-2107201/AJD-11 dated 2nd December 2003.

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49. That the clearance of M.O.E.F. as per Notification u/o No. S.O. 901(E) of 7.7.2004 shall not be obtained.
50. That the land proposed to be handed over to M.C.G.M. and MHADA which is earmarked at India United Mill No. 2 & 3, New Hind Textile Mill. As per the approved layout of integrated development scheme of 7 NTC Mills in Mumbai vide No. by Ch. E.N.P. (C)/3329/Gen/Est dated 27.10.04 shall not be handed over before asking C.C.
51. That the physical R.G. having area 16775.13 SqM (25% of the net plot area) of C.S.No. 464 & 4464 be and shown green in colour on the plan shall be kept open and un-built upon and shall be developed as recreation ground.
52. That the mezzanine floor etc. shall not be constructed in between in future in existing retained structure of mill.
53. That the layout shall not be got amended as per modified D.C. Regn. 58(1)(b) if the area of the plot in actual possession differs from the area in the layout approved under No. Dy. Ch. E.G.P. (C)/3329/Gen/Est dated 27.10.04 for integrated development scheme of 7 NTC Mills in Mumbai after survey carried out by City Survey Department.
54. That the clearance of outstanding dues of India United Mill No. 2 & 3 and New Hind Textile Mill which are proposed to be handed over to M.C.G.M. and MHADA shall not be done.
55. That the Registered Terms & Conditions of approved layout of integrated development scheme of 7 NTC Mills in Mumbai vide No. Dy. Ch. E.G.P. (C)/3329/Gen/Est dated 27.10.04 by NTC shall not be submitted.
56. That the specific clearance from Secretary, Labour Department, Govt. of Maharashtra about clearance of all statutory dues shall not be submitted.
57. That the compliance of the opening of an escrow account and deposit the sale proceeds into the said escrow account and following directives of Monitoring Committee as per provision of D.C. Regn. 58(1)(g) to 11th Inter Mill shall not be submitted.
58. That the compliance of layout condition i.e. submission of proposal for redevelopment belonging to Elwinston Mill & Mumbai Textile Mill strictly in accordance with notification issued by Govt. of Maharashtra vide No. TPB 43203/11B29/CR-2107201/11 dated 29.9.2004 shall not be complied with.
59. That the Registered Undertaking from NTC Jawala Real Estate Pvt. Ltd. shall not be submitted for faithful compliance of sanctioned scheme of redevelopment of NTC Mills by BIFR dated 25.7.2002.
60. That the compliance of layout conditions sanctioned u/o No. CE/PP/SRD/002/AL/033 dated 5.11.1998 shall not be complied with.
61. That the U.L.C. N.O.C. for India United Mills No. 2 & 3 & New Hind Textile Mills earmark for M.C.G.M. & MHADA shall not be submitted.

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No. EB/134/GS/A
24/11/2006

Contd. (b)

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

1. That the requirement of N.O.C. from C.A. U.L.C. & R. Act, will not be complied with before starting the work above plinth level.
 2. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
 3. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
 4. That the elevation treatment plan shall not be submitted & got approved.
 5. That the fresh P.R. Card in the name of M.C.G.M. & MHADA for the plots to be handed over to M.C.G.M. & MHADA before granting further C.C. of the equivalent share of M.C.G.M. & Owners share as per provision of modified D.C. Regn. 58.
 6. That the fresh P.R. Card in the name of owner i.e. Jawala Real Estate Pvt. Ltd. shall not be submitted before submission of plans for full consumption of F.S.I.
- (C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING C.C. TO ANY PART OF THE PROPOSED BUILDING:**
1. That the conditions mentioned in the clearance under No. Ch. E.N.P. (C)/3329/Gen/Est dated 15.10.2005, obtained from Competent authority under U.L.C. & R. Act, 1976 will not be complied with.
 2. That some of the drains will not be laid externally with C.I. Pipes.
 3. That the dust-bin will not be provided as per C.E.'s circular No. CE/297/lt of 29-5-1978.
 4. That the surface drainage arrangement will not be made in consultation with E.E. (SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate B.C.C.
 5. That 10'-0" wide paved pathway upto staircase will not be provided.
 6. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
 7. That the name Water Road showing Plot No., name of the building etc. will not be displayed at a prominent place.
 8. That carriage entrance shall not be provided.
 9. That the parking spaces shall not be provided as per D.C. Regulation No. 36.
 10. That B.C.C. will not be obtained and I.O.D. and debris deposal etc. will not be claimed for refund within a period of 5 years from the date of its payment.

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11. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
12. That the Drainage completion certificate from I.S.P. (P&D)/City for provision of Septic Tank/Soak pit will not be submitted.
13. That the Urainage completion Certificate from A.E. (B.P.) City for House drain will not be submitted & got accepted.
14. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
15. That final N.O.C. from C.F.O. Town Authority shall not be submitted before asking for occupation permission.
16. That the compliance of N.O.C. from H.E. will not be made and certificate to that effect will not be submitted.
17. That the Fresh property card in the name of the owner shall not be submitted.
18. That the vermiculite bins for the disposal of wet waste as per design and specifications of organization or companies specified in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
19. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner and shall not be provided.
20. That the recycling plant for waste water shall not be provided.

(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE R.C.C.:

1. That certificate under Section 27D-A of M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

Wajah
24/11/06
Executive Engineer
Building Proposals (CA)-1

Ann-102/125

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EB/1342/GS/A

Dy. Chief Engineer
(Building Proposals) City
New Municipal Building,
Bhagwan Walmiki Chowk,
Vidyalankar Marg,
Opp. Hanuman Mandir,
Antop Hill, Wadala (East),
Mumbai – 400 037.

To,
M/s. Spaceage consultants
Licensed Surveyor
Shop no.15, Natraj building,
Shivrushti Complex,
M.G. Link road, Mulund (W), Mumbai - 400 080

**Sub : Proposed development on plot bearing C.S. No. 464 of Lower
Parel Division, Senapati Bapat Marg, G/South Ward.**

Ref. : Your on line application dt. 28.01.2022

Sir,

With reference to above, this is to inform you that the C.C. issued under even no.
dated 03/07/2007 is hereby revalidated upto 23/01/2023.

Copy of revalidation letter is digitally signed herewith & same may be downloaded
from your console or from <http://www.autodcr.mcgm.gov.in/CitizenSearch.aspx>.

Yours faithfully,

SWAPNIL
HARIDAS
MUNDHE

S.E. (B.P.) City-X

Chandrakant
Suresh Suryavanshi

A.E. (B.P.) City-VI

Copy to
M/s Macrotech Developers Ltd.
(Formerly known as Lodha Developers Ltd.)
Lodha Excellus, Apollo Mill Compound,
N M Joshi Marg, Mahalaxmi,
Mumbai 400011

SWAPNIL
HARIDAS
MUNDHE

S.E. (B.P.) City-X

Chandrakant Suresh
Suryavanshi

A.E. (B.P.) City-VI



**MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'**

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No EB/1342/GS/AFCC/4/Amend
COMMENCEMENT CERTIFICATE

To,
M/s. Macrotech Developers Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai
Textile Mill Compound, Mumbai. 400013.

Sir,

With reference to your application No. **EB/1342/GS/AFCC/4/Amend** Dated, **11 Feb. 2019** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under Section 346 no 337 (New) dated **11 Feb 2019** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **464** Division / Village / Town Planning Scheme No. **Lower Parel** situated at **Senapati Bapat Marg Road / Street in G/South Ward**

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

- The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
 - That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
 - The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
 - This permission does not entitle you to develop land which does not vest in you.
 - This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
 - This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
 - The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.
- The Municipal Commissioner has appointed **Sr. Asst.Eng.(BP)City VI, G/South** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 23/1/2019

Issue On : 01 Aug 2018 Valid Upto : 23 Jan 2019

Application Number : EB/1342/GS/ACC/1/Old

Remark :

Approved

Approved By
EE

Executive Engineer

Issue On : 11 Feb 2019

Valid Upto : 23 Jan 2020

Application Number : EB/1342/GS/AFCC/1/Old

Remark :

This CC is further extended for the full work of Town Hall number 6 to 12, as per last approved plan dated 05.12.2008.

Approved By

AE

Assistant Engineer (BP)

Issue On : 23 Apr 2019

Valid Upto : 22 Apr 2020

Application Number : EB/1342/GS/AFCC/1/Amend

Remark :

This C.C. is further extended for a) Wing-5 from 64th to 66th top of habitable floor & Core CC for staircase, lift and lobby area upto 71st floor & b) Wing-6 upto top of 8th habitable floor as per approved amended plan dated 11.04.2019.

Approved By

Asst.Eng.(BP)City VI G/South (Rajendra Anandrao
Jadhav)

EB/1342/GS/AFCC/4/Amend

Assistant Engineer (BP)

Issue On : 07 Sep 2019 Valid Upto : 06 Sep 2020

Application Number : EB/1342/GS/AFCC/2/Amend

Remark :

This C.C. is endorsed for wing 4 & wing 5 and further extended for Wing-6 from 9th to 11th top of habitable floor & Core CC for staircase, lift, and lobby area upto 14th floor as per approved amended plan dated 06.09.2019

Approved By

Asst.Eng.(BP)City VI G/South
Assistant Engineer (BP)

Issue On : 22 Dec 2020

Valid Upto : 21 Dec 2021

Application Number : EB/1342/GS/AFCC/3/Amend

Remark :

This CC is issued for proposed work at 6th & 7th podium levels alongwith internal changes to town House and also re-ndersd for full work of wing 5, i.e. 4 basement + Ground + 1st to 6th podium + 7th (Pt.) refuge area/habitable + 8th to 60th upper floors + CHT & LMR as per approved amended plan dated 08.12.2020

Approved By

Asst.Eng.(BP)City VI G/South
Assistant Engineer (BP)

Issue On : 03 Nov 2021

Valid Upto : 23 Jan 2022

Application Number : EB/1342/GS/AFCC/4/Amend

Remark :

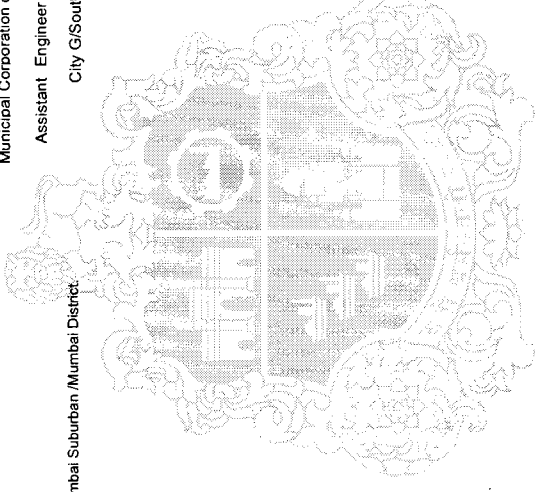
Further CC is hereby extended for Wing-6 from 12th to 49th top slab upper residential floors as per approved amended plan dtd 16.08.2021

✓
Name - Chandrakant Suresh
Suryavanshi
Registration - Assistant
Engineer
Organization - MUNICIPAL
CORPORATION
GREATER MUMBAI
Date 03-Nov-2021 17:14:25

For and on behalf of Local Authority

Municipal Corporation of Greater Mumbai
Assistant Engineer - Building Proposal
City G/South Ward

Cc to :
1. Architect
2. Collector Mumbai Suburban /Mumbai District





MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

File No. EB/1342/GS/A/337/6/Amend dated 28.12.2021

To,
SHASHIKANT LAXMAN JADHAV
B-106, NATRAJ BLDG., MULUND
(W)

CC (Owner),
M/s Jawala Real Estate Pvt. Ltd
412, Floor- 4, 17G Vardhaman
Chamber, Cawasji Patel Road,
Horniman Circle, Fort

Mumbai-400001

Subject : Proposed development of PPL/ Residential/Commercial on plot bearing CS. No 464, Senapati Bapat Marg, Lower Parel, G/South ward, (Mumbai Textile Mill), Mumbai..

Reference : Online submission of plans dated 16.12.2021

Dear Applicant/ Owner/ Developer,

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

- 1) That all the conditions of I.O.D. under even No. dated 24.1.2006 and amended plan approved letter dated 31.5.2008, 7.1.2009, 23.11.2009, 30.9.2010, 11.1.2011, 30.8.2013, 29.12.2014, 29.2.2016, 31.03.2017, 20.12.2017, 04.05.2018, 05.12.2018 & 11.04.2019 and O.C plan approval letter dtd. 20.05.2019, 13.06.2019, 22.07.2019, 13.08.2019, 6.09.2019, 8.12.2020 & 16.08.2021 shall be complied with.
- 2) That the revised structural design/ calculations/details/drawings shall be submitted before extending C.C
- 3) That the cc shall be got endorsed as per the amended plan
- 4) That the work shall be carried out strictly as per approved plan.
- 5) That the final structural stability certificate shall be submitted before asking for B.C.C.
- 6) That the condition mentioned in CFO NOC & SWM NOC shall be complied with and final N.O C. from C.F O shall be submitted before asking for Occupation permission.
- 7) That all the conditions stipulated in the order of Hon. Supreme Court of India dated 15.03.2018 in the Dumping Ground Case shall be complied with
- 8) That the tax clearance certificate shall be submitted
- 9) That all the requisite payments such as development charges, development cess, Labour welfare cess, Extra water sewerage charges, PCO charges if any shall be paid before asking CC
- 10) That the C.C. shall be got endorsed as per the amended plan.

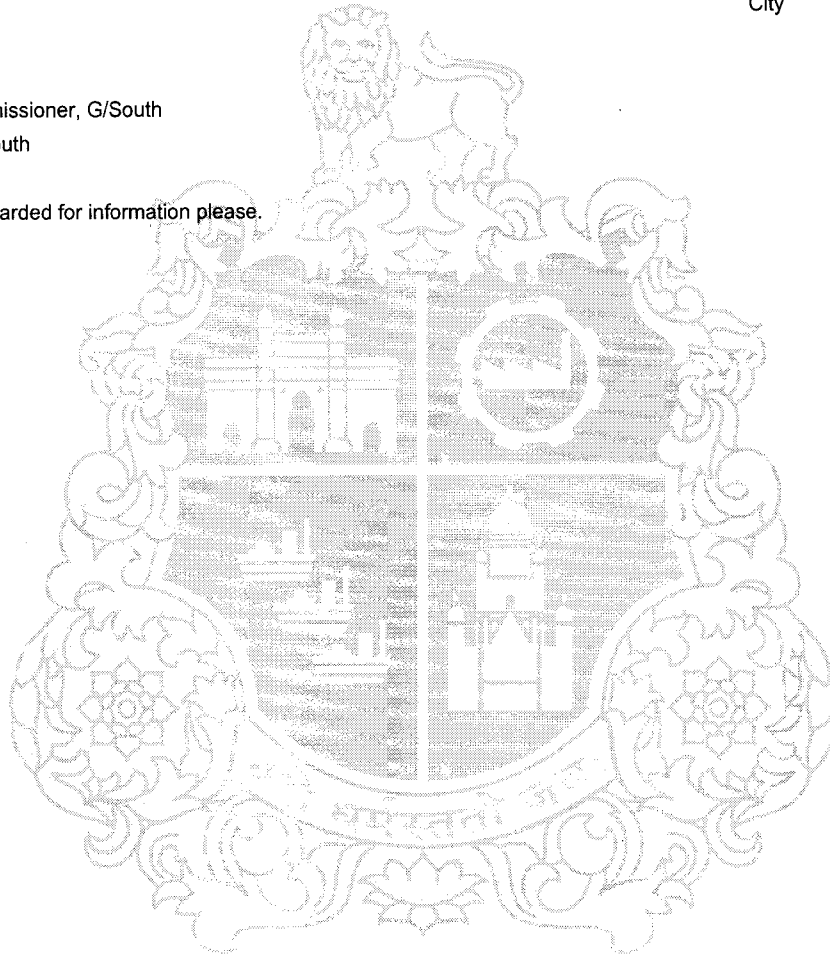
✓
Name : JADHAV RAJENDRA
ANANDRAO
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 28-Dec-2021 18: 48:51

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
City

Copy to :

- 1) Assistant Commissioner, G/South
- 2) A.E.W.W., G/South
- 3) D.O. G/South

- Forwarded for information please.





MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[EB/1342/GS/A/OCC/6/NEW of 28 August 2020]

To,
M/s. Macrotech Developers Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The **Part 5** development work of **Residential** building comprising of **Wing - 6 for P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 8th to 10th upper floors** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Girish Purushotam Dravid**, **RCC Consultant**, Lic. No. **STR/D/59** and Shri. **Sandeep T. Kakad**, **Site supervisor**, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **20 April 2019**.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
 2. A.A. & C. , G/South
 3. EE (V), City
 4. M.I. , G/South
 5. A.E.W.W. , G/South
 6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name : JADHAV RAJENDRA
ANANDRAO
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 28-Aug-2020 19: 48:59

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
G/South



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.



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



Certificate of Incorporation Consequent upon conversion to Public Limited Company



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U45200MH1995PLC093041

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty fifth day of September One thousand nine hundred ninety-five under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Mumbai vide SRN G78966165 dated 14.03.2018 the name of the said company is this day changed to LODHA DEVELOPERS LIMITED.

Given under my hand at Mumbai this Fourteenth day of March Two thousand eighteen.



V T SAJEEVAN

Registrar of Companies

RoC - Mumbai

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

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



Certificate of Incorporation Consequent upon conversion to Public Limited Company



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U45200MH1995PLC093041

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty fifth day of September One thousand nine hundred ninety-five under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Mumbai vide SRN G78966165 dated 14.03.2018 the name of the said company is this day changed to LODHA DEVELOPERS LIMITED.

Given under my hand at Mumbai this Fourteenth day of March Two thousand eighteen.



V T SAJEEVAN

Registrar of Companies

RoC - Mumbai

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

LODHA DEVELOPERS LIMITED

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



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

MUMBAI BENCH

CSP NO. 810 OF 2017

AND

CSP NO. 808 OF 2017

AND

CSP NO. 841 OF 2017

AND

CSP NO. 809 OF 2017

AND

CSP NO. 843 OF 2017

KUNDAN REALTORS PRIVATE LIMITED

AND ...Petitioner/ First Transferor Company

JAWALA REAL ESTATE PRIVATE LIMITED

AND ...Petitioner/ Second Transferor Company

LODHA AVIATION PRIVATE LIMITED

AND ...Petitioner/ Third Transferor Company

SARVAVASA BUILDTECH & FARMS PRIVATE LIMITED

AND ...Petitioner/ Fourth Transferor Company

LODHA DEVELOPERS PRIVATE LIMITED

...Petitioner/ Transferee Company

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 236 to 252 of the Companies Act, 2013 and other applicable provisions of the Companies Act 2013;

AND

In the matter of Section 39, to 392 and other applicable provisions of the Companies Act, 1956;

AND

In the matter of Scheme of Amalgamation (Scheme) of Kundan Realtors Private Limited and Jawala Real Estate Private Limited and Lodha Aviation Private Limited and Sarvavasa Buildtech & Farms Private Limited with Lodha Developers Private Limited and their respective shareholders and creditors.

Page 1 of 6

Order delivered on 18th October 2017

coram

Hon'ble B.S.V Prakash Kumar, Member (1)

Hon'ble V. Nallasenaipathy, Member (2)

For the Petitioner (s): Mr. Hemant Sethi (s) Hemant Sethi & Co. Advocates for Petitioner

Per: B.S.V Prakash Kumar, Member (1)

MINUTES OF THE ORDER

1. Heard the learned counsel for the Petitioner Companies. None appears before the Court to oppose the Scheme or to contravene averments made in the Petition.
2. The sanction of the Tribunal is sought under section 236 to 252 of the Companies Act, 2013, to the Scheme of Amalgamation of Kundan Realtors Private Limited and Jawala Real Estate Private Limited and Lodha Aviation Private Limited and Sarvavasa Buildtech & Farms Private Limited with Lodha Developers Private Limited and their respective shareholders and creditors.
3. Learned Counsel for the Petitioner Companies states that the First Transferor Company was incorporated with the main object of real estate development and construction activities and is presently not engaged into any business activities. The Second Transferor Company was incorporated with the main object of real estate development and construction activities and presently it is engaged into real estate activities. The Third Transferor Company was incorporated with the main object of providing aviation related activities. The Fourth Transferor Company was incorporated with the main object to carry on the business of real estate development and construction activities and presently it is engaged in real estate activities and trading of building materials. The Transferee Company was incorporated with the main objective of real estate development and construction related activities and it is primarily engaged in the business of property development, sale of land and development rights and sale of construction material.
4. The proposed Scheme of Amalgamation will achieve the following primary benefits.

Page 2 of 6



- The Scheme will consolidate and simplify the group structure;
 - The Scheme will result in elimination of multiple entities in the group which will eliminate duplication of administrative functions and reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company;
 - Achieving operational and management efficiency; and
 - 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.
5. The Petitioner Companies have approved the said Scheme by passing the Board Resolutions which are annexed in the Company Scheme Petition.
 6. The learned Counsel for the Petitioner Companies further states that, the Petitioner Companies have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consonance with the orders passed in Company Summons for Directions.
 7. The learned Counsel for the Petitioner Companies further states that the Petitioner Companies have complied with all requirements as per the directions of this Tribunal and they have filed necessary Affidavits of compliance in the Tribunal. Moreover, the Petitioner Companies through their Counsel undertakes to comply with all statutory requirements, if any, as required under the Companies Act, 1956 & 2013 and the rules made there under whichever is applicable. The said undertaking is accepted.
 8. The Regional Director has filed an Affidavit dated 09th October 2017 stating therein that save and except as stated in paragraph IV of the said Affidavit, it appears that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Affidavit, the Regional Director has stated that:
 - a) The tax implication if any arising out of the scheme, is subject to final decision of Income Tax Authorities. The approval of the scheme by the Hon'ble Tribunal may not deter the Income Tax Authority in scrutinize the tax return filed by the Petitioner companies after giving effect to the scheme. The decision of the Income Tax Authority, is binding on the petitioner company.

Page 3 of 6

- b) As per existing practice, the Petitioner Companies are required to serve Notice for Scheme of Amalgamation to the Income Tax Department in their comments. It is observed that the company vide letter dated 12.07.2017 has served copy of company scheme consolidation on 473, 475, 476 & 500 of 2017 along with relevant orders on. Further this Directorate has also issued a reminder on 17.09.2017 to IT Department.
 - c) In addition to compliance of AS-14 (IND AS-103) the Petitioner Companies shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-3 (IND AS-8) etc.
 - d) It is submitted that the Petitioner Transferor Company, i.e. Jawala Real Estate Private Limited have not submitted the prescribed company notice to the Income Tax Authority.
In this regard, petitioner companies have to undertake to serve notice to Income Tax Authority.
 - e) It is submitted that Transferor Company 1, Transferor Company 2, Transferor Company 4 and Transferee Company are in the business of Real Estate. Hence, the provisions of the Real Estate (Regulation and Development) Act 2016 are to be complied with by these Companies.
9. In so far as observations made in paragraph IV (a) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel undertake to comply with all applicable provision of the Income Tax Act 1961 and all tax issues arising out of the Scheme will be met and answered in accordance with law.
 10. In so far as observations made in paragraph IV. (b) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel confirms that the Petitioner Companies have served notice of Scheme on the income tax authorities.
 11. In so far as observations made in paragraph IV. (c) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel undertakes that in addition to compliance of IND AS 103 the Petitioner Companies shall pass such accounting entries which are necessary in

Page 4 of 6



- connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS - B) etc., as may be applicable.
12. In so far as observations made in paragraph IV. (d) of the Report of Regional Director is concerned, the Petitioner Companies - Second Transferor Company, i.e. M/s. Jawala Real Estate Private Limited through its Counsel submit that the Company has sent notice of Company Scheme Application to relevant income tax authorities in New Delhi via Registered Post. The copy of postal receipt was attached at Annexure E of the Affidavit of Service filed by the Company after sending of all notices post admission of Company Scheme Application No. 474 by the Hon'ble Mumbai Bench of the NCLT.
 13. In so far as observations made in paragraph IV. (e) of the Report of Regional Director is concerned, The First Transferor Company, Second Transferor Company, Fourth Transferor Company and the Transferee Company through their Counsel submit that all the projects which are required to be registered are registered under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and the Petitioner Companies are filing all returns/reports as mandated in the said Act in a time bound manner. The Petitioner Companies undertake to comply with all applicable provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder.
 14. The observations made by the Regional Director have been explained by the Petitioner Companies in paragraphs 9 to 13 above. The clarifications and undertakings given by the Petitioner Companies are hereby accepted.
 15. The Official Liquidator has filed his report stating therein that the Affairs of the Transferor Companies have been conducted in a proper manner and that the Transferor Companies may be ordered to be dissolved by this Tribunal.
 16. From the material on record, the Scheme appears to be fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned have come forward to oppose the Scheme.
 17. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No. 810 of 2017 and Company Scheme Petition No. 808 of 2017 and Company Scheme Petition No. 841 of 2017 Company Scheme Petition No. 809 of 2017 and Company Scheme Petition No. 843 of 2017, filed by the Petitioner Companies are made absolute in terms of prayer clause (a) of the respective Petitions.

Page 5 of 6



18. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Deputy Director, 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 receipt of the order.
19. Petitioner Companies are directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of companies electronically, along with e-form INC 28 in addition to the physical copy, within 30 days from the date of issuance of the order by the Registry.
20. The Petitioner Companies to pay costs of Rs. 25,000/- each to the Regional Director, Western Region, Mumbai. The Petitioner Companies in Company Scheme Petition No. 810, 808, 841 & 809 of 2017 to pay sum of Rs. 25,000/- each to the Official Liquidator, High Court, Bombay. The costs to be paid within four weeks from the date of Order.
21. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Deputy Director, National Company Law Tribunal, Mumbai Bench.

Sd/- Sd/-
V. Nallusenanthy, Member (T) B.S.V Prakash Kumar, Member (J)
Date: 18.10.2017



Copy of True Copy
of the Application
Number of Pages
18.10.2017
6
30
Amount called for collection Rs. 24,10,000/-
Prepared on 24.10.2017
Submitted on 24.10.2017
Deputy Director
National Company Law Tribunal, Mumbai Bench

**SCHEME OF AMALGAMATION
OF
KUNDAN REALTORS PRIVATE LIMITED
AND
JAWALA REAL ESTATE PRIVATE LIMITED
AND
LODHA AVIATION PRIVATE LIMITED
AND
SARVAVASA BUILDTech & FARMS PRIVATE LIMITED
WITH
LODHA DEVELOPERS PRIVATE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
(Under Sections 391 to 394 and other applicable provision of Companies Act, 1956
and the Companies Act, 2013)**

1. PREAMBLE

The Scheme of Amalgamation ("Scheme") is presented under Sections 391 to 394 of the Companies Act, 1956 and other applicable provisions of the Companies Act, 1956 and the Companies Act, 2013, applicable as the case may be, for amalgamation of Kundan Realtors Private Limited (KRPL) and Jawala Real Estate Private Limited (JREPL) and Lodha Aviation Private Limited (LAPL) and Sarvavasa Buildtech & Farms Private Limited (SBFPL) with Lodha Developers Private Limited (LDPL).

2. DESCRIPTION OF THE COMPANIES

- 2.1 Kundan Realtors Private Limited ('the First Transferor Company') is a private limited company which is incorporated with the objects of carrying on the



- business of real estate development and construction activities along with development rights and infrastructure facilities.
- 2.2 Jawala Real Estate Private Limited ('the Second Transferor Company') is a private limited company which is carrying on the business of builders, contractors, architects, Estate agents, decorators and surveyors, to trade in land and other immovable property and any interest therein.
 - 2.3 Lodha Aviation Private Limited ('the Third Transferor Company') is a private limited company incorporated with the objects of carrying on the business of civil aviation, leasing crafts used in air transport and providing aviation related services.
 - 2.4 Sarvavasa Buildtech & Farms Private Limited ('the Fourth Transferor Company') is a private limited company which is engaged in the business of real estate development and construction activities and trading of building materials.
 - 2.5 Lodha Developers Private Limited ('the Transferee Company') is a private limited company which is engaged in the business of real estate development and construction activities, trading of building material and dealing in transferable development rights.

3. RATIONALE OF THE SCHEME

The rationale of the proposed Scheme is as under:

- The Scheme will consolidate and simplify the group structure;
- The Scheme will result in elimination of multiple entities in the group which will eliminate duplication of administrative functions and reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company.
- Achieving operational and management efficiency; and
- 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.



4. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

- (i) PART I deals with definitions of the Scheme
- (ii) PART II deals with amalgamation of Transferor Companies with the Transferee Company
- (iii) PART III deals with general terms and conditions applicable to the Scheme of Amalgamation

**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 meaning:

- 1.1 "Act" means the Companies Act, 1956 or the Companies Act, 2013 as in force from time to time. As on the date of approval of this Scheme by the respective Board of Directors of the Transferor Companies and the Transferee Company, Sections 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956 unless stated otherwise. Upon such provisions standing re-enacted by enforcement of provisions of the Companies Act, 2013, such references shall unless a different intention appears be construed as references to the provisions so re-enacted.
- 1.2 "Appointed Date" in respect of the amalgamation of First, Second and Third Transferor Company means the 1st day of April 2016 or such other date as may be fixed or approved by the High Court or National Company Law Tribunal, as and when applicable; while for amalgamation of Fourth Transferor Company it means the 1st day of July 2016 or such other date as may be fixed or approved by the High Court or National Company Law Tribunal, as and when applicable.



- 1.3 "Board" means the respective Board of Directors of Transferor Companies and Transferee Company or any Committee of Directors constituted or appointed and authorized to take any decision for the implementation of this Scheme on behalf of such Board of Directors.
- 1.4 "Court" or "High Court" means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable.
- 1.5 "Effective Date" means the date on which the certified copies of the orders sanctioning this Scheme, passed by the High Court or the National Company Law Tribunal, if applicable, are filed with the Registrar of Companies, Mumbai by the Transferor Companies, the Transferee Company collectively. References in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" shall mean the Effective Date;
- 1.6 "KRPL" or "First Transferor Company" means Kundan Realtors Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001
- 1.7 "JREPL" or "Second Transferor Company" means Jawala Real Estate Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.
- 1.8 "LAPL" or "Third Transferor Company" means Lodha Aviation Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.
- 1.9 "SBFPL" or "Fourth Transferor Company" means Sarvasva Buildtech & Farms Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.



- 1.10 "LDPL" or "Transferee Company" means Lodha Developers Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.
- 1.11 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 16 of this Scheme as approved or directed by the High Court. 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, as the case may be or any statutory modification or re-enactment thereof from time to time.
- 1.12 "Transferor Companies" means the First Transferor Company, the Second Transferor Company, the Third Transferor Company and the Fourth Transferor Company collectively referred to as "Transferor Companies".

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

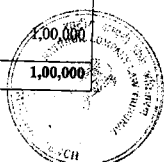
PART II

AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE TRANSFEE COMPANY

3. SHARE CAPITAL

3.1 The share capital of KRPL as on March 31, 2016 was as under:

| Particulars | Amount in (Rs) |
|------------------------------------|-----------------|
| Authorised Capital | |
| 10,000 Equity Shares of Rs.10 each | 1,00,000 |
| TOTAL | 1,00,000 |



| Issued, Subscribed and Paid up Capital | |
|---|-----------------|
| 10,000 Equity Shares of Rs.10 each, fully paid up | 1,00,000 |
| TOTAL | 1,00,000 |

Subsequent to March 31, 2016, there has been no change in its authorised, issued, subscribed and paid-up share capital

3.2 The entire equity share capital of the First Transferor Company is held by the Transferee Company

3.3 The share capital of JREPLs on March 31, 2016 was as under:

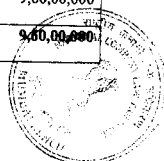
| Particulars | Amount in (Rs) |
|---|----------------------|
| Authorised Capital | |
| 24,06,00,000 Equity Shares of Rs.10 each | 240,60,00,000 |
| TOTAL | 240,60,00,000 |
| Issued, Subscribed and Paid up Capital | |
| 24,06,00,000 Equity Shares of Rs.10 each, fully paid up | 240,60,00,000 |
| TOTAL | 240,60,00,000 |

Subsequent to March 31, 2016, there has been no change in its authorised, issued, subscribed and paid-up share capital.

3.4 The entire share capital of Second Transferor Company is held by the First Transferor Company.

3.5 The share capital of LAPL as on March 31, 2016 was as under:

| Particulars | Amount in (Rs) |
|--|--------------------|
| Authorised Capital | |
| 96,00,000 Equity Shares of Rs.10 each | 9,60,00,000 |
| TOTAL | 9,60,00,000 |
| Issued, Subscribed and Paid up Capital | |
| 96,00,000 Equity Shares of Rs.10 each, fully paid up | 9,60,00,000 |
| TOTAL | 9,60,00,000 |



Subsequent to March 31, 2016, there has been no change in its authorised, issued, subscribed and paid-up share capital.

3.6 The entire equity share capital of the Third Transferor Company is held by the Transferee Company.

3.7 The share capital of SBFPLas on March 31, 2016 was as under:

| Particulars | Amount in (Rs) |
|--|-----------------|
| Authorised Capital | |
| 10,000 Equity Shares of Rs.10 each | 1,00,000 |
| 40,000 Preference Shares of Rs.10 each | 4,00,000 |
| TOTAL | 5,00,000 |
| Issued, Subscribed and Paid up Capital | |
| 10,000 Equity Shares of Rs.10 each, fully paid up | 1,00,000 |
| 40,000 0% Optionally Convertible Redeemable Preference Shares of Rs.10 each, fully paid up | 4,00,000 |
| TOTAL | 5,00,000 |

Pursuant to the amalgamation of Krona Realities Pvt. Ltd. with SarvasaBuildtech& Farms Private Limited with effect from 8th April, 2016, the authorised, issued, subscribed and paid-up share capital is modified as under:

| Particulars | Amount in (Rs) |
|--|--------------------|
| Authorised Capital | |
| 12,82,400 Equity Shares of Rs.10 each | 1,28,24,000 |
| 40,000 Preference Shares of Rs.10 each | 4,00,000 |
| TOTAL | 1,32,24,000 |
| Issued, Subscribed and Paid up Capital | |
| 10,000 Equity Shares of Rs.10 each, fully paid up | 1,00,000 |
| 40,000 0% Optionally Convertible Redeemable Preference Shares of Rs.10 each, fully paid up | 4,00,000 |
| TOTAL | 5,00,000 |

7

3.8 The entire equity and preference share capital of Fourth Transferor Company is held by the Transferee Company.

3.9 The share capital of LDPL as on March 31, 2016 was as under:

| Particulars | Amount in (Rs) |
|---|----------------------|
| Authorised Capital | |
| 30,06,40,440 Equity Shares of Rs.5 each | 150,32,02,200 |
| 2,08,00,000 Preference Shares of Rs.5 each | 10,40,00,000 |
| TOTAL | 160,72,02,200 |
| Issued, Subscribed and Paid up Capital | |
| 21,62,16,000 Equity Shares of Rs.5 each, fully paid up | 108,10,80,000 |
| 2,00,00,000 Zero Coupon Optionally Convertible Redeemable Preference Shares of Rs.5 each, fully paid up | 10,00,00,000 |
| TOTAL | 118,10,80,000 |

Pursuant to the amalgamation of Lodha Building and Construction Private Limited, Mahavir Premises Private Limited and Lodha Land Developers Private Limited with Lodha Developers Private Limited with effect from 20th June, 2016, the authorised, issued, subscribed and paid-up share capital is modified as under:

| Particulars | Amount in (Rs) |
|---|----------------------|
| Authorised Capital | |
| 30,07,20,440 Equity Shares of Rs.5 each | 150,36,02,200 |
| 2,10,40,000 Preference Shares of Rs.5 each | 10,52,00,000 |
| TOTAL | 160,88,02,200 |
| Issued, Subscribed and Paid up Capital | |
| 21,62,16,000 Equity Shares of Rs.5 each, fully paid up | 108,10,80,000 |
| 2,00,00,000 Zero Coupon Optionally Convertible Redeemable Preference Shares of Rs.5 each, fully paid up | 10,00,00,000 |
| TOTAL | 118,10,80,000 |

4. TRANSFER AND VESTING

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4.1 With effect from the Appointed Date and upon the Scheme becoming effective, the respective businesses and undertakings of the Transferor Companies, shall, under the provisions of Sections 391 and 394 and other applicable provisions, if any, of the Act, and pursuant to the orders of the High Court or other appropriate authority, if any, sanctioning the Scheme shall without any further act, deed, matter or thing, stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and liabilities of the Transferee Company in accordance with the provisions of Section 2(1B) of the Income-tax Act, 1961.

4.2 With effect from the Appointed Date, the whole of the respective undertakings of the Transferor Companies, as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed) all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trademarks and other rights and licenses in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, tenancy rights, premise, ownership flats, hire purchase and lease arrangements, lending arrangements, joint venture agreements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, deposits, leases, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits

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(including but not limited to benefits of tax relief including under the Income-tax Act, 1961 such as credit for advance tax, minimum alternate tax, taxes deducted at source etc, benefits under the Sales Tax Act, sales tax set off, benefits of any unutilised MODVAT/CENVAT/Service tax credits, etc.), software license, domain / website etc all files, papers, records engineering and catalogues, data quotations sales / advertisement materials and former customers (price information) / suppliers (credit information) other records whether in physical, electronic form in connection / relating to the Transferor Companies and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Companies, whether in India or abroad as on the Appointed Date, shall, under the provisions of sections 391 to 394 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Companies therein.

4.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions, approvals, quotas or consents to carry on the respective operations and business of the Transferor Companies shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax, service tax, excise registrations or other licences and consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Companies, the Transferee Company had been the party thereto or the beneficiary or obligee

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thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Transferor Companies, as the case may be, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

- 4.4 With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Companies, shall be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Effective Date shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.
- 4.5 Where any of the respective debt, liabilities (including contingent liabilities), duties and obligations of the Transferor Companies as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Companies, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Companies after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to the Transferee Company and shall become the liabilities and

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deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Mumbai to give formal effect to the above provisions.

- 4.10 The provisions of this Scheme as they relate to the merger of the Transferor Companies into Transferee Company, have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.
- 4.11 Upon the Scheme being sanctioned and taking effect the Transferee Company shall be entitled to operate all Banks Accounts related to the Transferor Companies and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Companies, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferee Company and credit of all receipts there-under will be given in the accounts of the Transferee Company.

5. NO ISSUE OF SHARES BY THE TRANSFEE COMPANY

For Equity Shareholders of Transferor Companies

Since the Transferor Companies are the wholly owned subsidiaries of the Transferee Company, on amalgamation, neither any consideration will be paid nor any shares shall be issued by the Transferee Company to the equity shareholders of the Transferor Companies in consideration thereof and consequent upon the amalgamation, the equity shares of the Transferor Companies held by the

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obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.

- 4.6 All the assets and properties which are acquired by the Transferor Companies, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 391 to 394 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act.
- 4.7 Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party.
- 4.8 The transfer and vesting of the undertakings of the Transferor Companies as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferor Companies. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferor Companies and the Transferee Company shall not be obliged to create or provide any further or additional security therefore after the Effective Date or otherwise.
- 4.9 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Transferor Companies and the Transferee Company shall execute all such instruments or documents or do all the acts and

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Transferee Company and Transferor Companies, shall stand cancelled upon the Scheme becoming effective.

For Preference Shareholders of Fourth Transferor Company

Since the entire preference share capital of Fourth Transferor Company is held by the Transferee Company, on amalgamation, neither any consideration will be paid nor any shares shall be issued by the Transferee Company to the preference shareholders of the Fourth Transferor Company in consideration thereof and consequent upon the amalgamation, the preference shares of the Fourth Transferor

Company held by the Transferee Company shall stand cancelled upon the Scheme becoming effective.

6. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor Companies in its books of accounts with effect from the Appointed Date as per "Pooling of Interest Method" provide in Indian Accounting Standard 103 (Business combinations of entities under common control) notified under the provisions of the Companies Act, 2013. It would inter alia include the following:

- 6.1 All the assets, liabilities and reserves in the books of the Transferor Companies shall stand transferred to and vested in the Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company at their carrying amount as appearing in the books of the Transferor Companies.
- 6.2 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all the inter-company balances, loans and advances, investments and transactions if any, shall stand cancelled.
- 6.3 The difference between the share capital of the Transferor Companies and investment in the Transferor Companies shall be adjusted in the reserves of the Transferee Company.
- 6.4 In case of any differences in the accounting policies between the Transferor Companies and the Transferee Company, the impact of the same till the

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Appointed Date of amalgamation will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.

7. AGGREGATION OF AUTHORISED CAPITAL

7.1 Upon this Scheme becoming effective, the authorized share capital of the Transferor Companies shall stand consolidated and vested in and be merged with the authorized share capital of the Transferee Company and shall be reclassified as consisting of equity shares of Rs. 5 and preference shares of Rs.5 each without any further act, instrument or deed on the part of the Transferee Companies including without payment of stamp duty and fees payable to Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 16, Section 31 and Section 94 of the Companies Act, 1956 (Corresponding notified Section 13, Section 14 and Section 61 respectively of the Companies Act, 2013) or any other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and fees paid on the authorised share capital of the Transferor Companies shall be utilised and applied to the increased authorised share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorised share capital to that extent.

7.2 Consequent upon the amalgamation, the Authorized Share Capital of the Transferee Company will be amended/altered/modified as under:

| Authorized Share Capital | Amount in Rs. |
|---|----------------------|
| 80,37,05,240 Equity Shares of Rs.5 each, fully paid up | 401,85,26,200 |
| 2,11,20,000 Preference Shares of Rs.5 each, fully paid up | 10,56,00,000 |
| TOTAL | 412,41,26,200 |



before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto or there under.

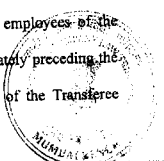
9.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferor Companies shall stand

transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

9.3 The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which the Transferor Companies are a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Companies.

10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

10.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Companies, who are in service on the date immediately preceding the Effective Date shall become staff, workmen and employees of the Transferee



It is clarified that the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 16, Section 31 and Section 94 of the Companies Act, 1956 (Corresponding notified Section 13, Section 14 and Section 61, respectively, of the Companies Act, 2013) or any other applicable provisions of the Act, would be required to be separately passed. Further, in the event of any increase in the authorised share capital of any Transferor Company before the Effective Date, on sanctioning of the any other Scheme by the High Court, such increase shall be given effect to while aggregating the authorised share capital

8. LEGAL PROCEEDINGS

8.1 All legal proceedings of whatsoever nature by or against the Transferor Companies pending and/ or arising on or before the Effective Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies, if this Scheme had not been made.

8.2 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Companies referred to in Clause 8.1 above transferred in its name respectively and to have the same continued, prosecuted and enforced by or against the Transferee Company, to the exclusion of the Transferor Companies.

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature to which the Transferor Companies are a party or to the benefit of which the Transferor Companies may be eligible, and which are subsisting or have effect immediately



Company, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retirement benefit / compensation, such immediate uninterrupted past services with the Transferor Companies shall also be taken into account.

10.2 The accounts / funds of staff, workmen and employees, past or present, relating to pension and/or superannuation, provident fund, gratuity fund or any other special fund or trusts created or existing for the benefit of staff, workmen and employees of the Transferor Companies shall be identified, determined and transferred to the respective Trusts / Funds of the Transferee Company and such employees shall be deemed to have become members of such Trusts / Funds of the Transferee Company.

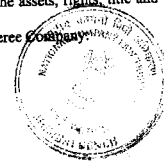
11. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE

With effect from the Appointed Date upto the Effective Date:

11.1 The Transferor Companies undertake to preserve and carry on its business, with reasonable diligence and business prudence and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:

- a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court(s); or
- b) if the same is expressly permitted by this Scheme; or
- c) if the prior written consent of the Board of Directors of the Transferee Company has been obtained.

11.2 The Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for the Transferee Company



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

12. TREATMENT OF TAXES

12.1 Any tax 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, Service Tax, Stamp Laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Companies 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, value added tax ('VAT'), etc.) paid or payable by the Transferor Companies 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, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies 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 Companies consequent to the assessments made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also 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 (including credit for advance tax, minimum alternate tax credit, tax deducted at source, etc.) sales tax, excise duty, customs duty, service tax, VAT, etc., to which the Transferor Companies 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 Companies, pursuant to this Scheme, and the continuance of the proceedings by or against the Transferee Company, under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferor

Companies, 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 Companies, as acts, deeds and things done and executed by and on behalf of the Transferee Company.

**PART III
GENERAL TERMS AND CONDITIONS**

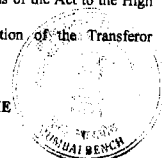
14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANIES

The Transferor Companies shall be dissolved without winding up, on an order made by the High Court under section 394 of the Act (or any corresponding provision of the Companies Act, 2013 as may be notified).

15. APPLICATION TO THE HIGH COURT

Companies involved under this arrangement (i.e. Transferor Companies and Transferee Company) shall make applications / petitions, wherever required, under Sections 391 to 394 and other applicable provisions of the Act to the High Court for sanction of this Scheme and for dissolution of the Transferor Companies.

16. MODIFICATION / AMENDMENT TO THE SCHEME



16.1 Subject to approval of the High court, the Transferor Companies or the Transferee Company, through their respective Board of Directors, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the High Court 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 authorised to give such directions including directions for settling any question of doubt or difficulty that may arise.

17. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

17.1 The Scheme being approved by the requisite consent of the members and/or creditors of the Transferor Companies or the Transferee Company as may be directed by the High Court.

17.2 The sanction of the High Court under Section 391 to 394 of the Act in favour of Transferor Companies or Transferee Company, as the case may be, under the said provisions and to the necessary order under Section 394 of the Act being obtained;

17.3 The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

17.4 Certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Mumbai respectively by the Transferor Companies 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 not being obtained and/ or the Scheme not being sanctioned by the High Court, this 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 to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and or in connection with the Scheme.

19. 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 incidentals thereto, shall be borne by the Transferee Company.



18.10.2017
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110
24.10.2017
24.10.2017
Deputy Director
National Company Law Tribunal, Mumbai Bench

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH
IN
COMPANY SCHEME PETITION NO 808 OF 2017

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 of the
Companies Act 2013 and other applicable
provisions of the Companies Act 2013;

AND

In the matter of Section 391 to 394 and other
applicable provisions of the Companies Act,
1956;

AND

In the matter of Scheme of Amalgamation
(‘Scheme’) of Kundan Realtors Private Limited
and Jawala Real Estate Private Limited and
Lodha Aviation Private Limited and Sarvavasa
Buildtech & Farms Private Limited with Lodha
Developers Private Limited and their respective
shareholders and creditors.

Jawala Real Estate Private LimitedPetitioner Company

CERTIFIED COPY OF ORDER DATED 18th
DAY OF OCTOBER 2017 AND THE SCHEME
ANNEXED TO THE PETITION

HEMANT SETHI & CO.
ADVOCATES FOR PETITIONERS
PH: 9820244453





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 :
P51900014937

Project: **LODHA PARK - TOWER 6**, Plot Bearing / CTS / Survey / Final Plot No.: **464** at **GSouth-400013**, Ward **GSouth**,
Mumbai City, 400013;

1. **Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**,
District: **Mumbai City**, Pin: **400001**.
2. This registration is granted subject to the following conditions, namely:-
 - ◊ The promoter shall enter into an agreement for sale with the allottees;
 - ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - ◊ The Registration shall be valid for a period commencing from **15/01/2018** and ending with **31/10/2023** 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
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date:22-04-2020 17:28:49

Dated: **15/01/2018**
Place: **Mumbai**

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