

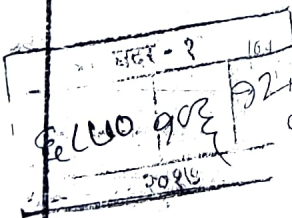
therewith. No modification or amendment to the Scheme will be carried out or effected by the Board of Directors without approaching the High Court.

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

16. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

- 16.1 The Scheme being approved by the requisite consent of the members and creditors of the Transferor Company and the Transferee Company as may be directed by the High Court;
- 16.2 The sanction of the High Court under Section 391 to 394 of the Act in favour of the Transferor Company and the Transferee Company under the said provisions and to the necessary order under Section 394 of the Act being obtained;
- 16.3 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;
- 16.4 The certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies at Mumbai by the Transferor Company and the Transferee Company.



17. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

17.1 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 in connection with the Scheme.

18. COSTS, CHARGES & EXPENSES

18.1 All costs, charges, taxes including duties, levies and all other expenses (save as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidentals thereto, shall be borne by the Transferee Company.



Certified to be TRUE COPY
For RAJESH SHAH & CO.
Rajesh Shah
A/cyrate for the Petitioner/Applicant



TRUE COPY
K. Ramesh
(R. C. KALE)
COMPANY REGISTRAR
HIGH COURT (O.S.)
MUMBAI

बंद - १		
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ANNEXURE - 9-1

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

164B of Village Bandra, Taluka Andheri in the Mumbai Suburban District and admeasuring 17,879 square meters or thereabouts ("the Larger Land").

By and under the Notification No. DC/ENC/A/38- Narli Agripada dated October 18, 1977, the Deputy Collector (ENC) and Competent Authority ("Competent Authority") appointed under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("Slums Act") has declared a portion of the said property bearing CTS No.G-626 and admeasuring 11,142.1 square meters as a "slum area" within the meaning of the provisions of the Slums Act.

By and under an Agreement dated April 5, 1979 made between the Owners on the one hand and one Messrs. Ramko Builders and its partners for the time being on the other hand, the Owners with the sanction of the Competent Authority allowed Messrs. Ramko Builders to develop the Larger Land as a Slum Redevelopment Scheme under the provisions of the Slums Act.



Messrs. Ramko Builders filed Original Suit No.820 of 1983 in the Hon'ble High Court of Judicature at Bombay wherein the Owners were Defendant No. 4 along with one Roshanlal Agarwal and 2 others who were Defendant Nos. 1 to 3 in the aforesaid Suit.

On April 28, 1983 Consent Terms were filed in the aforesaid Suit between the parties and a decree in terms of Consent Terms was passed by the Hon'ble Court. Under the terms of the said Consent Terms dated April 28, 1983, the Owners, at the instance of Messrs. Ramko Builders, out and from the Larger Land granted and demised / leased absolutely

an area admeasuring 1,764 square meters earmarked as Plot 'C' on the plan of the Larger Land and annexed to the said Consent Terms together with the benefit of 22,859 square feet Elder Sagar Complex built up for a term of 999 years for the annual rent of Re.1/- in favour of the said Roshanlal Agarwal and 2 others with power to sub lease, under lease, assign, transfer, mortgage, deal with, dispose of, alienate or encumber the said Plot 'C' as

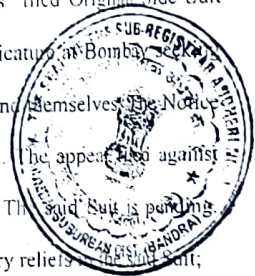
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ANNEXURE - G1

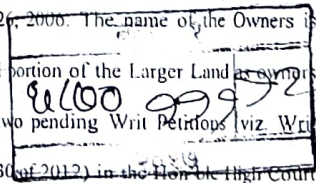
S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

marked on the plan of the Larger Land annexed to the said Consent Terms and any building or part thereof in such manner as they deem fit. The said portion has been constructed upon and is known as "Narendra Apartments"; Messrs. Ramko Builders were unable to carry on or complete the work entrusted to them under the Agreement dated April 5, 1979. For diverse reasons some of which are enumerated in the letters of the Owners dated June 17, 1993 addressed to Messrs. Ramko Builders and dated September 29, 1993 addressed to the Competent Authority and dated October 28, 1993 addressed to Messrs. Ramko Builders (hereinafter collectively referred to as "the letter of termination"), the Owners have terminated the Development Agreement dated April 5, 1979 with Messrs. Ramko Builders. Messrs. Ramko Builders filed Original Side Suit No. 263/1994 ("said Suit") in the Hon'ble High Court of Judicature at Bombay for specific performance of the Agreements between the Owners and themselves. The Notice of Motion No. 260/1994 filed in the said Suit was dismissed. The appeal against dismissal of Notice of Motion was dismissed as withdrawn. The said Suit is pending. Messrs. Ramko Builders have not been granted any interlocutory reliefs in the said Suit;



A portion of the Larger Land bearing CTS No. G-399A admeasuring 2,223.20 square meters (not being a part of the said property) is in the occupation of a member of the Owners claiming as an alleged tenant. In addition a third party M/s. Daksha Enterprises is claiming the said portion as owner under a Conveyance dated September 20, 2006 registered in the office of the Sub Registrar of Assurances at Andheri - 2, under Serial No. BDR/4- 7192/2006 dated September 20, 2006. The name of the Owners is reflected in the Property Register Card of the said portion of the Larger Land as owners thereof. The disputes are the subject matter of two pending Writ Petitions viz. Writ Petition No. 2133 of 2011 and Writ Petition No. 30 of 2012 in the Hon'ble High Court



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S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

of Judicature at Bombay arising out of Record of Rights proceedings under the provisions of the Maharashtra Land Revenue Code, 1966.

The Owners herein have entered into a Development Agreement dated August 19, 1995 ("Development Agreement") for the development of the Larger Land in favour of the Developer. The said Development Agreement is registered vide a Deed of Confirmation dated January 28, 2010 ("Confirmation Deed") with the office of the Sub Registrar of Assurances under Serial No. BDR - 15 / 4184 / 2010 on April 17, 2010. The Owners have granted an Irrevocable Power of Attorney dated February 11, 2014 in favour of the Developer. The said Power of Attorney is duly registered with the office of the Sub Registrar of Assurances, Andheri 2 at Mumbai under Serial No. BDR-4/1004/2014 on February 11, 2014.



and under a Notification No. SRA/DC/Desk-4/Tab-4/Narli Agripada/ 3C/ August 3, 2009, the Chief Executive Officer, Slum Rehabilitation Authority, Mumbai, acting under the provisions of the Slums Act has declared a portion of (No. G-164 part) admeasuring 2,340.30 sq. meters as a "slum rehabilitation area" under the provisions of the Slums Act.

The Developer has submitted to the Slum Rehabilitation Authority, Mumbai a slum redevelopment scheme in respect of the said property under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 ("DCR").

By and between a Rectification Deed dated February 01, 2014 ("Rectification Deed") executed by and between the Owners of the One Part and the Developers of the Other Part, the Owners have rectified the mistakes in the particular description of the Larger Land as contained in the said Development Agreement and the said Confirmation Deed. The said Rectification Deed is duly registered in the office of the Sub Registrar of

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ANNEXURE - 1

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

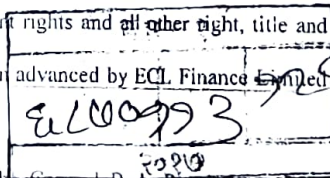
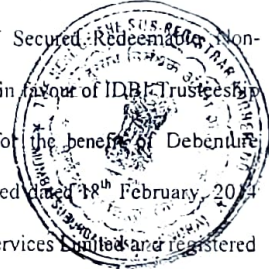
Assurances Andheri -2 at Mumbai under Serial No. BDR4-1003-2014 on February 11, 2014.

The Slum Rehabilitation Authority has issued a Letter of Intent and revised Letters of Intent ("LOI"), Intimation of Approvals and Commencement Certificates in favour of the Developer inter alia, permitting the Developer to develop the rehab component as well as the free sale component of the said property more particularly described in the Schedule hereunder written under the provisions of Regulations 33(10) and 33(14) D of the DCR.

The development rights and all other right, title and interest with respect to the said property by virtue of the LOI together with the buildings constructed and to be constructed thereon have been secured by issuance of Secured Redeemable Non-convertible Debentures and a charge has been created over in favour of IDBI Trusteeship Services Limited in its capacity as Debenture Trustee for the benefit of Debenture Holders, in accordance with terms of Debenture Trust Deed dated 18th February, 2014 executed by the Developer in favour of IDBI Trusteeship Services Limited and registered in the office of the Sub-Registrar of Assurances at Andheri -2, Mumbai under Serial No. BDR4/1194/2014.

By Indenture of Mortgage dated 20th February, 2014 executed by the Developer in favour of ECL Finance Limited and registered in the office of the Sub-Registrar of Assurances at Andheri -2, Mumbai under Serial No. BDR4/1256/2014, the Developer has mortgaged to ECL Finance Limited the development rights and all other right, title and interest with respect to the said property for the loan advanced by ECL Finance Limited to the Developer.

The Developer being duly authorized by the General Body Resolution of the Owners is constructing the rehabilitation component for rehabilitation of the eligible slum



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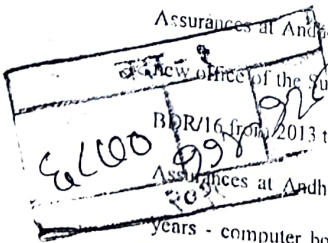
ANNEXURE - 9-1

S. MAHOMEDBHAÏ & CO.

CONTINUATION SHEET

dwellers on the said property and is also constructing free sale buildings on the said property with the intention to sell the same on ownership basis to intending buyers.

We have perused the various title documents referred to above in the course of investigation of title of the Developer. We have inspected the Property Register Card with respect to the said property produced by the Developers for our perusal. We have conducted a search in the office of the Sub Registrar of Assurances in respect of the Larger Land in the offices of the Sub Registrar of Assurances at Bandra and Mumbai for the period 1945 to 2002 (58 years). Our Search Clerk found that in the office of the Sub Registrar of Assurances at Bandra the Index No. II for the years 1945 to 1954, 1956 to 1964, 1971 to 1973 and 1977 to 1983 are entirely torn. Our Search Clerk found that in the office of the Sub Registrar of Assurances at Mumbai, the Index No. II for the years 1946 to 1949, 1959, 1960, 1964, 1965, 1971, 1972, 1977 to 1985 are entirely torn. We have further search in the office of the Sub Registrar of Assurances at Bandra and Mumbai from 2002 to 2015 (14 years) and also at the new office of the Sub Registrar of Assurances at Andheri. MTNL Office from 2002 to 2015 (14 years) where the second book are 1131 (Manual Books), at the new office of the Sub Registrar of Assurances at MTNL Office from 2002 to 2015 (14 years), at the new office of the Sub Registrar of Assurances at Bandra, Andheri - 2, BDR/4, from 2005 to 2015 (11 years), at the new office of the Sub Registrar of Assurances, Khar, MTNL Office, Andheri - 3, BDR/9 from 2005 to 2015 (11 years), at the new office of the Sub Registrar of Assurances at Andheri - 4, MTNL Office, BDR/15 from 2005 to 2015 (11 years), at the new office of the Sub Registrar of Assurances at Andheri - 5, Jogeshwari MTNL Office, BDR/16 from 2013 to 2015 (3 years - computer), at the new office of the Sub Registrar of Assurances at Andheri - 6, Jogeshwari MTNL Office, BDR/17 from 2013 to 2015 (3 years - computer books). Our Search Clerk found that in respect of Sub Registrar of



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ANNEXURE - 4-1

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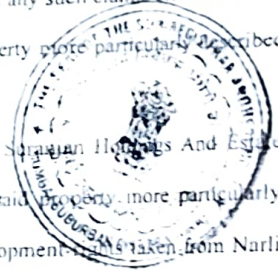
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Assurances at Andheri. Office Nos. 1, 2, 3, 4, 5 and 6 - BDR/1, 4, 9, 15, 16 and 17, the Register of Computerized Index No. II have not been maintained properly in cases of Manual Books, the search is taken subject to torn pages.

We have taken a search in the office of the Registrar of Companies, Maharashtra State, Mumbai and no charges other than those referred to herein have been registered in the said office with respect to the Developers.

We have issued Public Notices in English in the daily newspaper "The Free Press Journal" and in Marathi in the daily newspaper "Navshakti" both dated 2nd April, 2015 inviting persons having any claim, right, title or interest whatsoever in respect of the said property or part thereof more particularly described in the Schedule hereof to notify the same to us in writing. We have not received any notice of any such claims etc. The Public Notices and this Certificate is restricted to the said property more particularly described in the Schedule hereunder written.

In our opinion, subject to what is stated above, **Spraxian Holidays And Estate Developers Private Limited** is entitled to develop the said property more particularly described in the Schedule hereunder written under development taken from Narli Agripada Co-operative Housing Society Limited and to sell on ownership basis to third parties premises comprised in the free sale component of the sanctioned Slum Rehabilitation Scheme with respect to the said property with clear and marketable title, free from reasonable doubts and after compliance with the terms and conditions of all permissions obtained by them.



SCHEDULE

E 100 9 9 2	

THE SAID PROPERTY ABOVE REFERRED TO:

All that piece or parcel of freehold land bearing CTS. Nos. G-626 admeasuring 11,142.10 square meters, and G-164-A (Part) admeasuring 2750 square meters together with area

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ANNEXURE G-2

S. MAHOMEDBHAI & CO.

CONTINUATION SHEET

SCHEDULE

THE SAID PROPERTY ABOVE REFERRED TO :

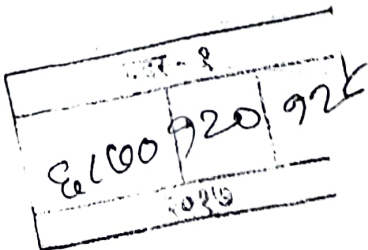
All that piece or parcel of freehold land bearing CTS. Nos. G-626 admeasuring 11,142.10 square meters, and G-164-A (Part) admeasuring 2750 square meters together with area admeasuring 292 square meters aggregating to 14,184.10 square meters or thereabouts of Village Bandra, Taluka Andheri, Mumbai Suburban District and bounded as follows:

On or towards the :

North : 18.30 M. Wide Avenue Road
South : 18.30 M. Wide Ramkrishna Mission Road
East : 12.19 M. Wide 18th Road
West : 18.30 M. Wide Sakharan Patil Road
Proposed D.P. Road

Mumbai,
Date: February 15, 2017

Partner,
S. Mahomedbhai & Co.,
Advocates & Solicitors



ANNEXURE H

मालमत्ता पत्रक

प्रमाणपत्र -- जी वॉर्ड

तालुका/न.पू.मा.का. -- न.पू.अ.बांदा

जिल्हा -- पुणे

अ. क्रमांक	जिल्हा	जिल्हा	पट्टा	पारगणिका	संस्थान संख्या	संस्थान
७५०७	पू.जी.व.		३०६		१५५८	१५५८
G १५५८ अ	G १५५८ अ					
			१५६८३६	Agri		
			१५६८३६			
			१५६८३६			
			१५६८३६			
			१५६८३६			



मालमत्तापत्रक	
संस्थापक	
पत्ता	
शहर	
जिल्हा	


क्रमांक	व्यवहार	पट्टा क्रमांक	नविन धारक (धा) पट्टेदार (प) मित्रा धार (भा)	संस्थापक
१०/०६/१९६५	भा.स.च्या १९५६ च्या बजट न्यायाने वारंवारालगत म.ग.स.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या गणसंस्था कायद्यानुसार क्षेत्र आकाराचे उक्तर केली.			
०६/०३/१९७४	As per R of R A Gas Area १०२५-१०-११२		(H) Manekji Homosh Aimai Kuwanji G	
०६/०३/१९७४	Compliance Rs ८३०० रु.१५८ Area १०२५-१०-११२	S.R-२२८१६	(H) Rodu Rustom Selm Mehra Dushor Dastur	
११/०२/१९८६	भा.स.च्या १९८६ च्या बजट न्यायाने वारंवारालगत म.ग.स.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या गणसंस्था कायद्यानुसार क्षेत्र आकाराचे उक्तर केली.			
११/०२/१९८६	भा.स.च्या १९८६ च्या बजट न्यायाने वारंवारालगत म.ग.स.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या गणसंस्था कायद्यानुसार क्षेत्र आकाराचे उक्तर केली.			
०६/०३/१९७४	भा.स.च्या १९७४ च्या बजट न्यायाने वारंवारालगत म.ग.स.च्या १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या गणसंस्था कायद्यानुसार क्षेत्र आकाराचे उक्तर केली.			



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आयकर विभाग
 INCOME TAX DEPARTMENT
KEYSTONE REALTORS PRIVATE LIMITED
 06/11/1995
 Permanent Account Number
AAACK1990

भारत सरकार
 GOVT OF INDIA



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ABGPB9181N

नाम / NAME
ROHINTON JEHANGIR BATLIWALLA

पिता का नाम / FATHER'S NAME
JEHANGIR NAOROWJI BATLIWALLA


जन्म तिथि / DATE OF BIRTH
03-04-1950

हस्ताक्षर / SIGNATURE
Batliwalla

अधिकारी का नाम, पता
 Commissioner of Income-tax I, Pune
Batliwalla


Customer

नाम: **Valbhav Bhandari**
 Employee Code: **1002**
 Designation: **Senior Executive**
 Department: **Customer Support**
 Blood Group: **A+ve**
 Emergency No: **9664235405**


 Authorized Signature

United Associates

नाम: **Vishal Bhairoo**
 Employee No.: **MURCP3778**
 Designation: **Officer**
 Department: **Customer Support**
 Blood Group: **B+ve**
 Emergency No.: **7387940887**


 Issuing Authority

