

508/5894
Wednesday, April 07, 2021
1:38 PM

पावती

Original/Duplicate
नोंदणी क्र.: 39M
Regn.: 39M

पावती क्र.: 6330 दिनांक: 07/04/2021

गावाचे नाव: लोखर परेल
दस्तऐवजाचा अनुक्रमांक: बवई4-5894-2021
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: अमोल अविनाश नारकर - -

नोंदणी फी
दस्त हाताळणी फी
पृष्ठांची संख्या: 80

₹. 30000.00
₹. 1600.00

एकूण:

₹. 31600.00

आपणास मूळ दस्त, शंभनेल प्रिंट, सूची-२ अंदाजे
1:56 PM रोज़ा वेळीस मिळेल.

सह दुय्यम निबंधक, मुंबई-4

बाजार मूल्य: ₹.39088340.478/-
भोवदला ₹.39771229/-
भरलेले मुद्रांक शुल्क : ₹. 1193500/-

सह दुय्यम निबंधक वती - २
मुंबई शाहर क्र. ४

1) देयकाचा प्रकार: DHC रकम: ₹.1600/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0604202117919 दिनांक: 07/04/2021
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रकम: ₹.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014408483202021E दिनांक: 07/04/2021
बँकेचे नाव व पत्ता:

Valts

4/7/2021



सूची क्र.2

07/04/2021

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 5894/2021

नोंदणी :

Regn:63m

गावाचे नाव : लोअर परेल

विलेख चा प्रकार	करारनामा	गावाचे नाव : लोअर परेल
(1)मोवदला	39771229	
(2)बाजारभाव(भाडेपट्टयाच्या बाबतिसपट्टाकार आकारणे देतो की पट्टेदार ते नमूद करावे)	39088340.478	
(4) मू-भापन,पोटहिस्ता व धरकमांक (असल्यास)		1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 7301, माळा नं: 73वा मजला, इमारतीचे नाव: अँयुरा ए-विया लोडा पार्क, ब्लॉक नं: हाई रॉक कॅफे समोर,वरळी,मुंबई, रोड : पी. बी. मार्ग, इतर माहिती: सोबत एक कार पाकिंग(C.T.S. Number : 464 part व दस्तात नमूद केल्याप्रमाणे ;)
(5) क्षेत्रफळ	1) 82.96 चौ.मीटर	
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा:		
(7) दस्तऐवज करत देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमानामा किंवा हुकुमानामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.		1): नाव:-सॅकोटेक डेव्हलपर्स लि. तर्फे कु. सु. सुरेन्द्रन नायर तर्फे कु. सु. राहुल वडेकर -- वय:-41; पत्ता:-प्लॉट नं: - माळा नं:-, इमारतीचे नाव: 412, 4था मजला, 17वी वसंधमान नंबर, कावथजी पटेल रोड, हॉनिमन सकल, फोर्ट, मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAACL1490U
(8)दस्तऐवज करत घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमानामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता		1): नाव:-अमोल अविनाश नारकर -- वय:-36; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, मुंबई. पिन कोड:-400018 पॅन नं:-AGNPN7325C 2): नाव:-सारिका अमोल नारकर -- वय:-33; पत्ता:-, 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया, --, वली नका, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400018 पॅन नं:-BY1PPS1769M
(9) दस्तऐवज करत दिल्याचा दिनांक	31/03/2021	
(10)दस्त नोंदणी केल्याचा दिनांक	07/04/2021	
(11)अनुक्रमीक,व्हड व पृष्ठ	5894/2021	
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1193500	
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000	
(14)शेरा		

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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



सह,
मुंबई शहर क्र. ४

Pre-Registration summary(नोंदणी पूर्व गोपवारा)

Valuation ID 20210407226 2021
 मूल्यांकन परतक (शहरी क्षेत्र - बांधीव)
 07 April 2021, 10:05:32 AM

मूल्यांकनाचे वर्ष 2021
 दिवस मुंबई(मि)
 मूल्य विभाग 12-नोंदणार परत डिज्डीकरण
 जण मूल्य विभाग 12/91H प्रमाण : पूर्वेस ना म जोशी मार्ग, पश्चिमेस शिवाराम शेठ अग्रगुणार मार्ग, उत्तरेस बाहूंगण बुधकर मार्ग व दक्षिणेस गणपतराव करदण मार्ग
 सर्व्हे नंबर/घ. मू. क्रमांक : सि.टी. परत. नंबर#464

वार्शिक मूल्य दर रकत्यानुसार मूल्यदर रु.	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोबायलनाचे रकम
129420	327610	374860	439100	327610	चौरस मीटर
बांधीव क्षेत्राची सार्वहती	91.256चौरस मीटर	मिळकतीचा वापर- 1-आर सी सी आहे	निवासी सदनिका 0 TO 2चौरस मजला -	मिळकतीचा प्रकार- मूल्यदर/वापराकामाचा दर - कार्पोरट क्षेत्र-	बांधीव RS.327610/- 82.96चौरस मीटर
वापराकाम क्षेत्र(Built Up)-	1-आर सी सी	मिळकतीचे वत-	0 TO 2चौरस मजला -	मिळकतीचा प्रकार- मूल्यदर/वापराकामाचा दर - कार्पोरट क्षेत्र-	बांधीव RS.327610/- 82.96चौरस मीटर
जवळारन सुविधा-	आहे	मजला -	31st floor And Above	मिळकतीचा प्रकार- मूल्यदर/वापराकामाचा दर - कार्पोरट क्षेत्र-	बांधीव RS.327610/- 82.96चौरस मीटर
प्रकरणाचे क्षेत्र-	2 to 10 hectar				
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular d.02/01/2018					

(ए) प्रकरणाचे क्षेत्रानुसार दर = ((प्रसा-वागुणार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %).
 निवासी सदनिका कर्तिला प्रति चौ. मीटर दर = Rs.343990.5/-

प्रकरणाचे क्षेत्रानुसार दर = 120% apply to rate= Rs.412788/-

प्रसा-वागुणार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्शिक मूल्यदर - गुण्या वाणिज्यीय दर) * प्रसा-वागुणार टक्केवारी)+ गुण्या वाणिज्यीय दर)
 = ((412788-129420) * (100 / 100))+129420)
 = Rs.412788/-

A) मुळ मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
 = 412788 * 91.256
 = Rs.37669381.728/-

B) बंदिसा वाढण तळाचे क्षेत्र बंदिसा वाढण तळाचे मूल्य = 13.75 * (412788 * 25/100)
 = Rs.1418958.75/-

एकत्रित अंशित मूल्य = मुळ मिळकतीचे मूल्य + वाढणारचे मूल्य + क्षेत्रीय नक्शा क्षेत्र मूल्य + संशोधन नक्शाचे मूल्य + बंदिसा वाढण तळाचे मूल्य + बंदिसा वाढण तळाचे मूल्य + गुण्या वाणिज्यीय वाढण तळाचे मूल्य + एंशित वाढण तळाचे मूल्य + बंदिसा वाढण तळाचे मूल्य + गुण्या वाणिज्यीय वाढण तळाचे मूल्य
 = A + B + C + D + E + F + G + H + I
 = 37669381.728 + 0 + 0 + 0 + 0 + 1418958.75 + 0 + 0 + 0 + 0 + 0
 = Rs.39088340.478/-

Home Print *BR*

9/10
 3029





CHALLAN
MTR Form Number-6



GRN	MH-014408463202021E	BARCODE					Date	31/03/2021-08:16:15	Form ID	25.2
Department	Inspector General Of Registration		Payer Details							
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (if Any)							
Office Name	BOM2_JT SUB REGISTRAR MUMBAI CITY 2		PAN No.(if Applicable)	AGNPN7325C						
Location	MUMBAI		Full Name	Amol Avinash Narkar						
Year	2020-2021 One Time		Flat/Block No.	A 7301 Lodha Allura Lodha Park						
Account Head Details	Amount In Rs.		Premises/Building							
0030045501 Stamp Duty	1193500.00		Road/Street	Opp Hard Rock Cafe P B Marg Worli						
0030063301 Registration Fee	30000.00		Area/Locality	Mumbai						
			Town/City/District							
			PIN	4 0 0 0 1 3						
			Remarks (if Any)	PAN2=AAACL1490J~SecondPartyName=Macrotech Developers Limited~CA=39771229						
			Amount In	Twelve Lakh Twenty Three Thousand Five Hundred Rup						
			Words	ees Only						
Total	₹1223500.00		DEFACED							
Payment Details			STATE BANK OF INDIA							
Cheque/DD Details			FOR USE IN RECEIVING BANK							
Cheque/DD No.			Bank CIN	Ref. No.	00040572021033158597		IKOBBKAAP5			
Name of Bank			Bank Date	RBI Date	31/03/2021-08:18:43		Not Verified with RBI			
Name of Branch			Bank-Branch	STATE BANK OF INDIA						
			Scroll No. , Date	91 , 31/03/2021						
Department ID :			Mobile No. :			92222057623				
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.										
धरत वलतन कडल कडल कडल, ललतलत कडललललल ललतल कडललललल कडललललल ललतल कडललललल ललतल कडलल ललतल कडलल ललतल.										
Challan Defaced Details			SEAL OF SUB-REGISTRAR MUMBAI CITY-IV							
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount					
1	(IS)-508-5894	0000114104202122	07/04/2021-13:37:50	IGR549	30000.00					
2	(IS)-508-5894	0000114104202122	07/04/2021-13:37:50	IGR549	1193500.00					
Total Defacement Amount					12,23,500.00					



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0604202117919

Receipt Date 07/04/2021

Received from MDL, Mobile number 00000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered on Document No. 5894 dated 07/04/2021 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED

₹ 1600

DEFACED

Payment Details

Bank Name	sbiipay	Payment Date	06/04/2021
Bank CIN	10004152021040613745	REF No.	202109685337320
Deface No	0604202117919D	Deface Date	07/04/2021

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

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CHALLAN
MTR Form Number-6

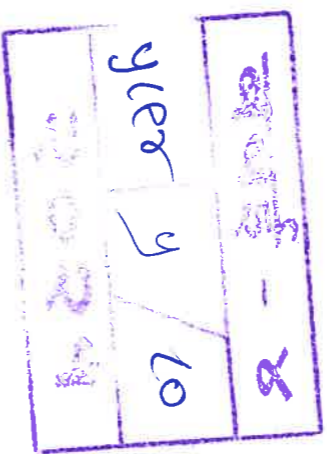


GRN	MH014408483202021E	BARCODE					Date	31/03/2021-08:16:15	Form ID	25.2
Department	Inspector General Of Registration					Payer Details				
Type of Payment	Stamp Duty Registration Fee					TAX ID / TAN (If Any)				
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2					PAN No. (If Applicable)	AGNPN7325C			
Location	MUMBAI					Full Name	Amol Avinash Narkar			
Year	2020-2021 One Time					Flat/Block No.	A 7301 Lodha Allura Lodha Park			
Account Head Details		Amount In Rs.				Premises/Building				
0030045501 Stamp Duty		193500.00				Road/Street	Opp Hard Rock Gate P B Marg Wo'li			
0030063301 Registration Fee		30000.00				Area/Locality	Mumbai			
						Town/City/District				
						PIN	4 0 0 0 1 3			
						Remarks (If Any)	PAN2=AAACL1490J~SecondPartyName=Macrotech Developers Limited~CA=39771229			
						Amount In	Twelve Lakh Twenty Three Thousand Five Hundred Rup			
						Words	ees Only			
Total		12,23,500.00								
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK								
Cheque/DD Details		Bank CIN	Ref. No.	00040572021033158597	IK0BBKAAP5					
		Bank Date	RBI Date	31/03/2021-08:24:18	Not Verified with RBI					
Name of Bank		Bank-Branch	STATE BANK OF INDIA							
Name of Branch		Scroll No. , Date	Not Verified with Scroll							

Department ID : Mobile No. : 9222057623
 NOTE :- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सद्य चालन केवल दृश्य निदेशक कार्यालय में ही प्रस्तुत किया जा सकता है। नोटवही व कार्यालय दस्तावेजी सद्य चालन लागू नहीं।

Handwritten signatures and initials

Handwritten text in a box: 25, 7, 31021



AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 31st day of MARCH 2021

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

Amol Avinash Narkar and Sarika Amol Narkar residing / having its address at **30/23 BDD Chawl, Worli, Mumbai - 400018 Maharashtra India** and assessed to income tax under permanent account number (PAN) **AGNPN7325C, BYPS1769M** 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 has constructed 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 has been under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local Authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (*as defined herein*) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5 (Floor Plan)**.
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITIONS**

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

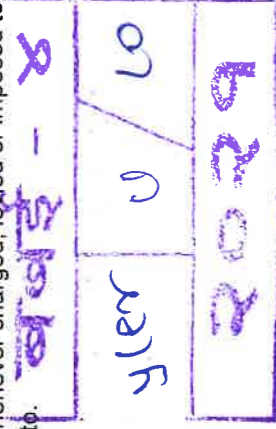


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Page

18/11/21

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



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- 1.22. "Exclusive Balcony/ Veranda/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.23. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.24. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Car Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at **Annexure 6 (Unit and Project Details)**.
- 1.25. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.
- 1.26. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.27. "FEMA" shall have the meaning ascribed to it in Clause 20.1(bb) below.
- 1.28. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.29. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals, or any other event (one-off or continuing) beyond the control of the Company affecting the progress of the Project.
- 1.30. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.31. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.32. "Interest" shall mean simple interest at State Bank of India's (SBI) Highest Marginal Cost of Lending Rate ("MCLR") + 2% (two per cent) per annum. The MCLR shall be taken, as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.33. "Larger Property" means the land with details as described in **Annexure 1 (Description of Larger Property)**. For clarity, there may be additional land parcels which may form part of the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.



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- 1.34. "Liquidated Damages" shall mean an amount equivalent to 20% (twenty per cent) of the Total Consideration.
- 1.35. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.36. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6 (Unit and Project Details)**.
- 1.37. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.38. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.39. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.40. "Project" shall mean the project with RERA registration number as stated in **Annexure 6 (Unit and Project Details)** and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.41. "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the common areas of the Building.
- 1.42. "Refund Amount" shall mean:
- 1.42.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to third parties by the Company on behalf of the Purchaser, including but not limited to, stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).
- For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

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

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

- 1.45. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.

- 1.46. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.

- 1.47. "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.

- 1.48. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.49. "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,



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- 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.

- 1.50. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto.

- 1.51. "Ultimate Organization" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14. Till such time that the management of the Ultimate Organization is handed over to the representatives elected by the purchasers/owners of all the units in the Building, all rights and powers of the Ultimate Organization shall vest in and be exercised by the Company.

- 1.52. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floor plan thereto (with unit shaded) annexed as Annexure 5 (Floor Plan) hereunder.

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.



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- 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;

d. Matters 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 Total Consideration as set out at Annexure 5 (*Unit and Project Details*) hereto subject to the terms and conditions mentioned herein and the Approvals.

The total Consideration 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*), time being of the essence. The Purchaser shall be responsible for ensuring that payment of each



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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.

4.3. 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 Total Consideration as per the timelines set out at **Annexure 6 (Unit and Project Details)**, 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.

4.4. 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 Total Consideration, dues and Taxes payable in respect of the Unit 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 Total Consideration in respect of the Unit or under the Agreement.

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.

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

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

CONSTRUCTION AND DEVELOPMENT

5.1. The Company has constructed the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.

5.2. 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 Organisation. 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



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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.

5.3. 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 OF THE TOTAL CONSIDERATION**

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 Total Consideration 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 Total Consideration 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 Total Consideration 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 Total Consideration 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 / shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.



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 Total Consideration or the part thereof and/or any other the 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.

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7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration 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 Organisation 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 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 Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation 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.

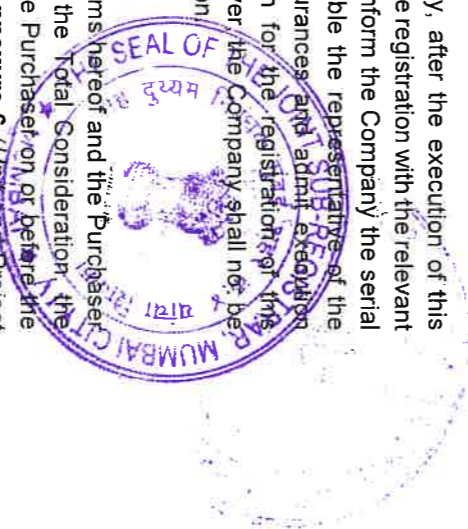
8.2. The Purchaser is aware and agrees and acknowledges that the Car Parking Spaces to be allotted / allocated to the Purchaser may be in stack or tandem or any other format or manner as may be permissible under Applicable Law. The Purchaser hereby agrees, acknowledges and confirms that the Purchaser 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 the 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 the Total Consideration, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP as extended by the grace period set out at **Annexure 6 (Unit and Project Details)** and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the "**Extended DOP**") i.e. estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + grace period as set out at **Annexure 6 (Unit and Project Details)**+ further extension as may be applicable pursuant to Clause 10.4).



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10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) 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 has obtained occupation certificate for the Unit ("**OC**") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law). 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:

- a. Any event of *Force Majeure*;
- b. Riots / other civil disturbances;
- c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

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

TERMINATION

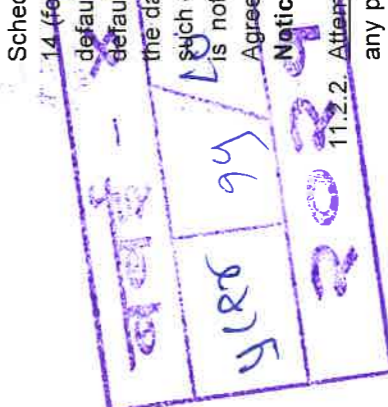
This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Company's Right to Terminate

11.2. Company shall have right to terminate this Agreement only in the following circumstances:

Default / Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to), making payment of all due amounts as per Payment Schedule set out at **Annexure 6 (Unit and Project Details)** (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post ("**Company Notice of Termination**").

11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the



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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 the terminate this Agreement sending the Company Notice of Termination.

11.3. **Consequences of Termination and Payment of Refund Amount**

11.3.1. 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 11.3.2.

11.3.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 (twelve) months from the date of receipt of the Company Notice of Termination by the Purchaser, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. **DEFECT LIABILITY**

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

13. **SET OFF / ADJUSTMENT**

13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company, including the Total Consideration, 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 ORGANISATION**

14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation 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 Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.

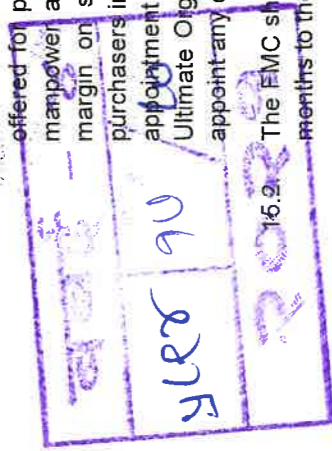
14.2. Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the Ultimate Organisation(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.

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- 14.3. Within 18 (eighteen) months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation ("**Building Conveyance**") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.4. Within 18 (eighteen) months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation ("**Federation Conveyance**") in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to the right of the Company (i) to dispose of unsold units, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise.
- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organisation/ 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 Organisation/Federation.
- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organisation/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.
- 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 Organisation/Federation, the Larger Property is free from encumbrances.
- FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB**
- 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company ("**FMC**"). The FMC will be appointed by the Company for a period of upto 60 (sixty) months, commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.
- 16.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event:



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- a. the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
 - b. the BCAM Charges and FCAM charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).
- 15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building.
- 15.4. The Purchaser agrees and undertakes to cause the Ultimate Organisation 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 6 (Unit and Project Details)**. 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 same in advance on/before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.
- 15.7. 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 such possession or not.
- 15.8. 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.
- 15.9. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in in **Annexure 6 (Unit and Project Details)** from the CAM Commencement Date on or before the Date of Offer of Possession.
- 15.10. The Purchaser is aware and hereby confirms that no common area maintenance charges shall be payable on any unit by the Company. For any unit, the common area maintenance charges shall commence only after the sale of the unit and/or upon offer of possession (whichever is later). 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.
- 15.11. All Maintenance Related Amounts stated in **Annexure 6 (Unit and Project Details)** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.11 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 Organisation till such-time all due amounts are paid together with interest for the period of delay in payment. 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 any 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.

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15.12. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

Club and Other Key Common Areas

15.13. 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.

15.14. 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.

15.15. 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 Organisation, subject to the following restrictions:

Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.

Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

15.16. 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.	16.
PROPERTY TAXES	AND LAND UNDER CONSTRUCTION REIMBURSEMENT
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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 other consideration / levy / charge/ 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 15 (fifteen) 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 collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation.

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 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.

16.6. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period from commencement of construction till the Date of Offer of Possession as specified at **Annexure 6 (Unit and Project Details)**. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. **BUILDING PROTECTION DEPOSIT**

17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6 (Unit and Project Details)** 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 15 (fifteen) days from the date of the said intimation at his cost and risk. If 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 the 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.

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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 15 (fifteen) 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 duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, 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 form the development and sale to the Purchaser of the Unit shall be borne by Company.

19. **INTEREST**

19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.32) on all the amounts, including the Total Consideration or any part 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 whosever hands the Unit may come, hereby covenants and undertakes:

a. To maintain the Unit at the Purchaser's own cost in good tenable 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 Organisation / 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;

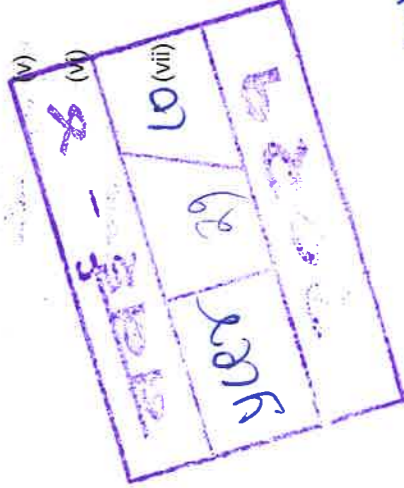
(iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;

(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, Parris or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation;



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- (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
- (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good 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. In the event such Piped Gas Connection is not provided within the aforementioned period, any and all amounts paid by the Purchaser towards such Piped Gas Connection will be refunded to the Purchaser without any interest thereon ("**Piped Gas Connection Charges**"). The Purchaser agrees and acknowledges that on the refund of the Piped Gas Connection Charges, the Company will not have any further obligation or liability towards the Purchaser in this regard.
- e. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.
- f. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation / Federation.
- g. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
- h. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Building and/or Ultimate Organisation 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



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ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.

- l. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- m. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or 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 6** (Unit and Project Details) 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, as applicable, without obtaining the prior written approval of the Ultimate Organization of the Building and the Federation separately. Such approval shall not be unreasonably withheld but shall be subject to: (i) the OC in respect of the Unit having been received; (ii) all amounts payable by the Purchaser towards the Unit in terms of this Agreement, including Total Consideration, having been paid fully and irrevocably; (iii) clearance of all payables, arrears and outstanding amounts towards CAM Charges and Maintenance Related Amounts; and (iv) the Purchaser not being in breach of any of the terms and conditions of this Agreement. The Purchaser further confirms that any document for sale/transfer/lease etc. which is entered into without obtaining the prior written approval of the Ultimate Organisation and the Federation, shall be void and shall not be binding on the Company.

- 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 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



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displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

t. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to, the application form, allotment letter, brochure or electronic communication of any form.

u. Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.

v. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.

w. The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organisation 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 Organisation and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organisation and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation 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 units shall, in any case, deemed to be a member of the Ultimate Organisation.

x. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, the Purchaser hereby agreed that the purchaser/lessee/occupants of these unsold units shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organisation/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 Total Consideration of the Unit for each month of delay caused.



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

dd. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.

ee. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the purposes of this



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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 (eg. 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.

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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.

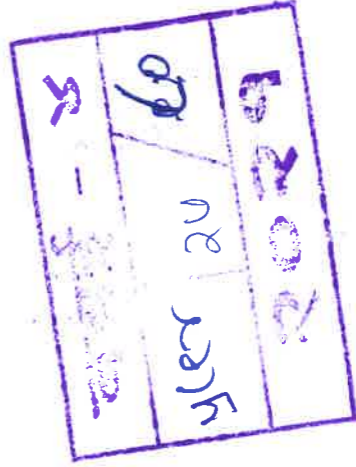
27. **CONFIDENTIALITY**

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 Organisation or other recognized investment exchange having jurisdiction over the Parties; or
- b. such disclosure is required in connection with any litigation; or
- c. such information has entered the public domain other than by a breach of the Agreement.



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

SIGNED AND DELIVERED

By the Company within named

MACROTECH DEVELOPERS LIMITED

through the hands of Constituted Attorney

Mr. Surendran Nair

authorised vide Power of Attorney

dated _____

In the presence of:

- 1. Sarvesh
- 2. Kannu Adarav

SIGNED AND DELIVERED

By the within named Purchaser

Amol Avinash Narkar

Sarika Amol Narkar

In the presence of:

- 1. Amol Narkar
- 2. Sarika Narkar

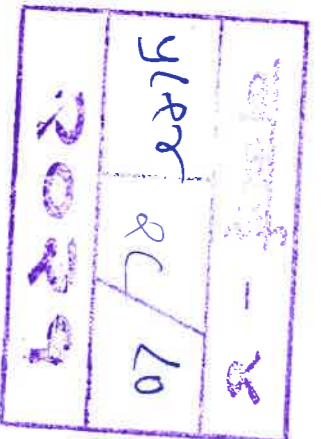
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Annexure 1

(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.



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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 the-reabouts (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 Lodha 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. In view thereof, the Company is seized and possessed of and well and sufficiently entitled to the said Larger Property.



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Signature

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SECOND SUPPLEMENTAL REPORT ON TITLE

- Re: All that piece and parcels of land measuring 85,724.12 sq. metres situated at Saraspali Bapat Marg, Panel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Panel Division
- This is Revised 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 Jewala Real Estate Private Limited ("Company") with respect to the title to the Property more particularly described in the Schedule hereunder written and there under written.
 - 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 I A First Trust Company Limited in connection with the said Property, this Second Supplemental Report on Title came to be occasioned.
 - Under Clause 10 (a) and (b) of my Report on Title dated 17th September 2014, I have inter alia referred to two Deeds of Mortgage dated 21st October 2012 and 1st November 2012 for credit facilities availed off by the said Company on the security of the said Property and construction thereon.
 - In the course of a time, the mortgages referred under Clause 10 (a) and (b) of my Report on Title dated 17th September 2014 have been redeemed by and under
 - Reference Deed dated 09th July 2015 executed and registered under No.BBE3-3922-2015 on 09/07/2015 by the I & FS Trust Company Limited as a Security Trustee in favour of Jewala 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 measuring 2485.10 sq. mtrs. along with the residential building known as Trump Tower or Building No. 4 with a minimum FSI of 81557.17 Sq.Mt. out of total land measuring 85,583.90 sq. mtrs. situated at Cadastral Survey No. 464 of Lower Panel Division Saraspali Bapat Marg, Lower Panel, Mumbai 400 013 along with its reversionaries & (b) All that piece and parcel of land measuring 1838.89 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 measuring



THIRD SUPPLEMENTAL REPORT ON TITLE

- Re: All that piece and parcels of land measuring 86,724.12 sq. metres situated at Saraspali Bapat Marg, Panel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Panel Division
- 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 Jewala Real Estate Private Limited (now merged with Lodha Developers Private Limited) ("Company") with respect to their title to the Property more particularly described in the Schedule hereunder written and there under written.
 - 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 Jewala Real Estate Private Limited with Lodha Developers Private Limited, this Third Supplemental Report on Title came to be occasioned.
 - 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 new Deeds of Mortgage details whereof as follows:
 - In my Second Supplemental Report in Clause 5 (c) I have referred to Amended cum Supplemental Deed of Mortgage dated 4th August 2015 where through I brought to the attention of the Lenders the fact that credit facilities on security of Tower 1 and 2 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 Amended cum Supplemental Deed of Mortgage is meant to incorporate Bank of Baroda Consortium along with HDFC Limited as well as IDBI Trusteeship Services Limited as Security Trustee and Debenture Trustee.
 - By a Deed of Mortgage dated 23rd November 2015 executed by Jewala 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 26.11.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of



- 85,583.90 sq. mtrs. sq. mtrs. situated at Cadastral Survey No. 464 of Lower Panel, Saraspali Bapat Marg, Panel, Mumbai 400013 along with reversionaries.
- Release Deed dated 16th July 2015 executed and registered under No.BBE3-3744-2015 on 16/07/2015 by the I & FS Trust Company Limited as a Security Trustee in favour of Jewala 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 85,583.90 square meters or moreabouts along with the buildings to be constructed thereon with saleable area upto 4,348.521 square Feet, bearing Cadastral Survey No. 464 of Lower Panel Division situated at Saraspali Bapat Marg & Panel, Mumbai - 400 013, within the Rajatalav, District of Mumbai together with reversionaries and Escrow Account in connection therewith.
 - 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 new Deeds of Mortgage details whereof as follows:
 - By a Deed of Mortgage dated 27th July 2015 executed by Jewala 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
 - All that piece and parcel of land measuring 2485.10 sq. mtrs. along with the residential building known as Trump Tower or Building No. 4 (including the Public Parking Lots and the units and) abutting measuring 443,718 sq. mtrs. and (b) All that piece and parcel of undivided interest in land measuring 44,678.87 sq. mtrs. out of total land measuring 85,583.90 sq. mtrs for credit facilities and on terms, conditions and covenants stated therein.
 - By a Deed of Mortgage dated 27th July 2015 executed by Jewala 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

- Land measuring 1740.50 sq. mtrs and its FSI including Tower 1 viz. Alura and Tower 1 Recoverables as described in Part -1 of Schedule 1 together land measuring 1788.08 sq. mtrs. and so FSI including Tower - 3 viz. Marquise and Tower 3 Recoverables as described in Part -2 of Schedule 1 and on the Common Amenities Area as described in Part -3 of Schedule - 3 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.
- By a Deed of Mortgage dated 20th February 2016 executed by Jewala 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 & 2, Tower 1 & 3 Recoverables, Tower 1 & 3 Apartment Land, Escrow Account and first part pass 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, SGB and Existing Debenture Holder 3 as described in Article 2 and Schedule - I 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.
 - By a Deed of Mortgage dated 26th October 2016 executed by Jewala 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.BBE3-1144-2016 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 Recoverables, Tower 5, 6 and 7 Apartment Land and first part pass charge on the Common Amenities Area 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.
 - Under Letter dated 18th May 2017 by Kotak Mahindra Investments addressed to the Company whereby Kotak Mahindra Investments

- land measuring 65,583.90 sq. mtrs. out of the large parcel of land measuring 85,583.90 sq. mtrs. land and all units, built up area, apartments, and flats comprised therein having approved approved FSI (with up area) of 85744.02 sq. mtrs. along with permission / (a) with present and future and innovative of Plan-2015 for 0258 facilities and on terms conditions and covenants stated therein
- By an Amended cum Supplementary Deed of Mortgage dated 4th August 2015 executed amongst Jewala Real Estate Private Limited as Mortgagor of the First Part, IDBI Trusteeship Services Limited as Security Trustee of the Second Part and I & FS Trust Company Limited as the Confirming Party of the Third Part and registered under No.BBE3-4122-2015 on 27.07.2015 where under parties hereto have amended original Deed of Mortgage dated 01.11.2012 registered under No. BBE3-259 of 2012 and further created security on property more particularly described in Second Schedule and Third Schedule there under written i. a. Tower 1 to Tower 6 and Bungalows along with land apartment thereon including recoverables as well as common amenity areas, so forth, so be and covenants stated therein.
 - Apart from the above, there are no material occurrences of happenings later stage in respect of the said Property which have any contrary impact on title of the Jewala Real Estate Private Limited to the said Property
 - Stayed in what is stated hereinabove, I confirm that Jewala 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
 - 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

- 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-conventible debentures of 40 Crores subscribed by them.
- Under another Letter dated 18th 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-conventible debentures of 20 Crores subscribed by them.
 - Under another Letter dated 18th 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.
 - By a Deed of Mortgage dated 26th May 2017 executed by Jewala 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.BBE3-3209-2017 on 26.05.2017 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Tower 8, Tower 8 Recoverables, Tower 8 Apartment Land, Escrow Account and first part pass 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 BOI Consortium Lenders, HDFC Limited, CCO Consortium Lenders, Kotak Mahindra Prime Limited and Existing Debenture Holder 3 as described in Article 2 and Schedule - 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.
 - By Indenture of Mortgage dated 29th June 2017 executed by Jewala 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

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

Address: High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

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 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

Address: High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

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Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

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 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com



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 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

Address: High Court, Bombay

Pradip Gargch
 Advocate
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 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com



Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

Address: High Court, Bombay

Pradip Gargch
 Advocate
 L. S. Road, Mumbai
 Phone No. 400 8710
 E-Mail-Id-argch@rediffmail.com

Handwritten notes in blue ink.

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 Pareil Division admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Pareil, Mumbai - 400 013 within the Mumbai Municipal Limits ("said Property")

1. This has reference to my earlier Report on Title dated 15th September 2014 and Supplemental Report dated 11th September 2015 and 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 client Latha Developers Limited (formerly known as Jewala 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 21/11/2015 executed and registered under No DBE-3 8905/2015 referred in Clause 3 (a) of my Third Supplemental Report dated 22/12/2017 has been released and the mortgaged property was released and re-conveyed, Vide Deed of Release and Re-conveyance Deed dated 09/03/2016 registered under Serial No DBE-3-1579/2015.
5. By Deed of Release and Re-conveyance dated 25/05/2017 executed and registered under DBE-3298/2017 with the Sub-Registrar of Assurances at Mumbai between IDDI Trusteeship Services Limited and Jewala Real Estate Private Limited, the mortgage created under Deed of Mortgage dated 25/10/2016 registered under No R144 of 2016 referred in Clause 3

Page 1 of 5



residential pool, gardens, parking spaces and amenities whatsoever arising out of and in relation to the common benefits and amenities for the benefit of LIC Housing Finance limited and no part, past, present charge base with other bodies except the said parts mentioned in Part C of the Schedule therein, to avail credit facilities on terms, conditions and conditions stated therein.

10. By Deed of Mortgage dated 10/05/2018 executed and registered under Serial No DBE-3 1746 of 2018 by and between Latha Developers Limited (Borrower/Mortgagor) of the One Part and IDDI Trusteeship Services Limited (Mortgagee) of the Other Part wherein the Mortgagee have managed Town House Structures to be constructed on the portion of the said Property admeasuring 2988.03 sq. metres along with receivables thereon and charge on common amenities area in favour of IDDI Trusteeship Services Limited in order to obtain construction loan from Indian Bank, on terms and conditions stated therein.

11. By Amending and Resulting Indenture of Mortgage dated 29/03/2019 executed by and between Latha Developers Limited (Mortgagee / Borrower) and IDDI Trusteeship Services Limited (Mortgagee / Security Trustee) and registered under No H0054-3783/2019 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 TNNS 11208/2017 amongst Latha Developers Private Limited (Mortgagor), Vista ITCL (India) Limited (Security Trustee) and Canara Bank (Trustee) which relates to other Project to substitute portion of the said Property] in connection with the residential facility in the extent of 100 cuses as follows:-

- (i) The Vista ITCL (India) Limited resigned as a Security Trustee and was substituted by IDDI Trusteeship Services Limited (Security Trustee)
- (ii) Original Facility has been reduced to Rs 50 Crores
- (iii) Released the charge over the immovable properties of Village Wakhan, Ghaur and Nije (Fapera Mah) more particularly described in the Schedule 1 to III of the Deed of Mortgage dated 28th September 2017 and created a charge on additional

Page 4 of 5

3 (d) of my Report dated 22/12/2017) and accordingly issue Supplementary Deed of Mortgage dated 04/09/2015 registered under No R112 of 2015 (referred in Clause 3 (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, apartment land, Tower 6 (Merivables, Seven Bungalows, Seven Duplexes apartment land was released by IDDI Trusteeship Services Limited in favour of Jewala Real Estate Private Limited.

6. By Deed of Release dated 29/12/2017 executed and registered under Serial No DBE-3 8905/2017 between IDDI Trusteeship Services Limited and Latha Developers Private Limited wherein the Parties have provided that the mortgage money was being repaid by the Mortgagee and thereupon released Deed of Mortgage dated 27/07/2015 registered under No HRE-3 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. metres. And undivided interest in land admeasuring 44,675.87 sq. metres. Or thereabouts out of total land admeasuring 65,665.80 sq. metres (i.e. 65,724.12 sq. metres 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 DBE-3 8906 of 2017 between Latha Developers Private Limited as the Borrower of the First Part and PNB Housing Finance Limited as the Mortgagee of the Second Part and IDDI 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. metres and receivables thereon as well common amenities area to and unto IDDI 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 IDDI Trusteeship Services Limited (Borrower / Security Trustee) and Latha Developers Private Limited (now Latha Developers Limited and since merger of Jewala Real Estate Limited) (Releasee) registered under No HRE-3-1749/2018 on 01/03/2018, the Releasee

Page 2 of 5

immovable properties set out in Schedule I i.e. "Open Land Admeasuring 6337.03 Sq. Metres (Known as Seven Duplexes Plot) forming part of the captioned Property bearing cadastral survey No 464 (Total Acn. 67,293.17 Sq. Metres) of Lower Pareil Division, Mumbai City.

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

2. 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 Latha Developers Private Limited (formerly known as Jewala Real Estate Private Limited) to the said Property.

3. Subject to what is stated hereinabove, I confirm that Latha Developers Private Limited (formerly known as Jewala 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.

4. 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 2016, Third Supplemental Report 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 4th day of April 2019


(Pradip Garach)
Advocate High Court, Bombay

Page 3 of 5

therein have paid back/reimbursed the credit facilities availed of by them and redeemed (i) Deed of Mortgage dated 20th 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) Ancillary and Supplementary Deed of Mortgage dated 4th August 2015 (referred in Clause 5 (e) of my Report on Title dated 11th September 2015) and thereupon the Releasee have released and re-conveyed the mortgaged property therein to and unto Releasee, on terms, conditions and conditions stated therein.

6. By an Indenture of Mortgage dated 29/01/2018 executed by and between Latha Developers Private Limited (now Latha Developers Limited) as the Borrower/Mortgagor of the One Part and IDDI Trusteeship Services Limited (Mortgagee / Security Trustee) of the Other Part and registered under No DBE-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 Mortgagee has created mortgage on its Property mentioned in Part A and B of Schedule thereunder written viz (i) the de-carbonated portion measuring about 1550.12 square metres and the residential building bearing no 5 known as Kinra Towers along with the P3 (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 Pareil Division, admeasuring 65,665.80 square metres (as per Architect Certificate and approved plans and 65,724.12 square metres as per property card) situated at Senapati Bapat Marg, Pareil, Mumbai 400012 including the Public Parking Lots as further described under Part D and the units and/collected 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 metres out of the total land admeasuring 65,665.80 sq. metres, along with all the rights, titles, interests, present or in future, all trees, bridges, ditches, wells, common ways, access, drains, water sources, liberties, privileges, easements, advantages, club house,

Page 5 of 5

Handwritten notes in blue ink: '4/22/19', '33/16', 'R'.

Handwritten initials in blue ink: 'Pradip'.

Handwritten signature in blue ink: 'Pradip'.

Annexure 4
(Key Approvals)

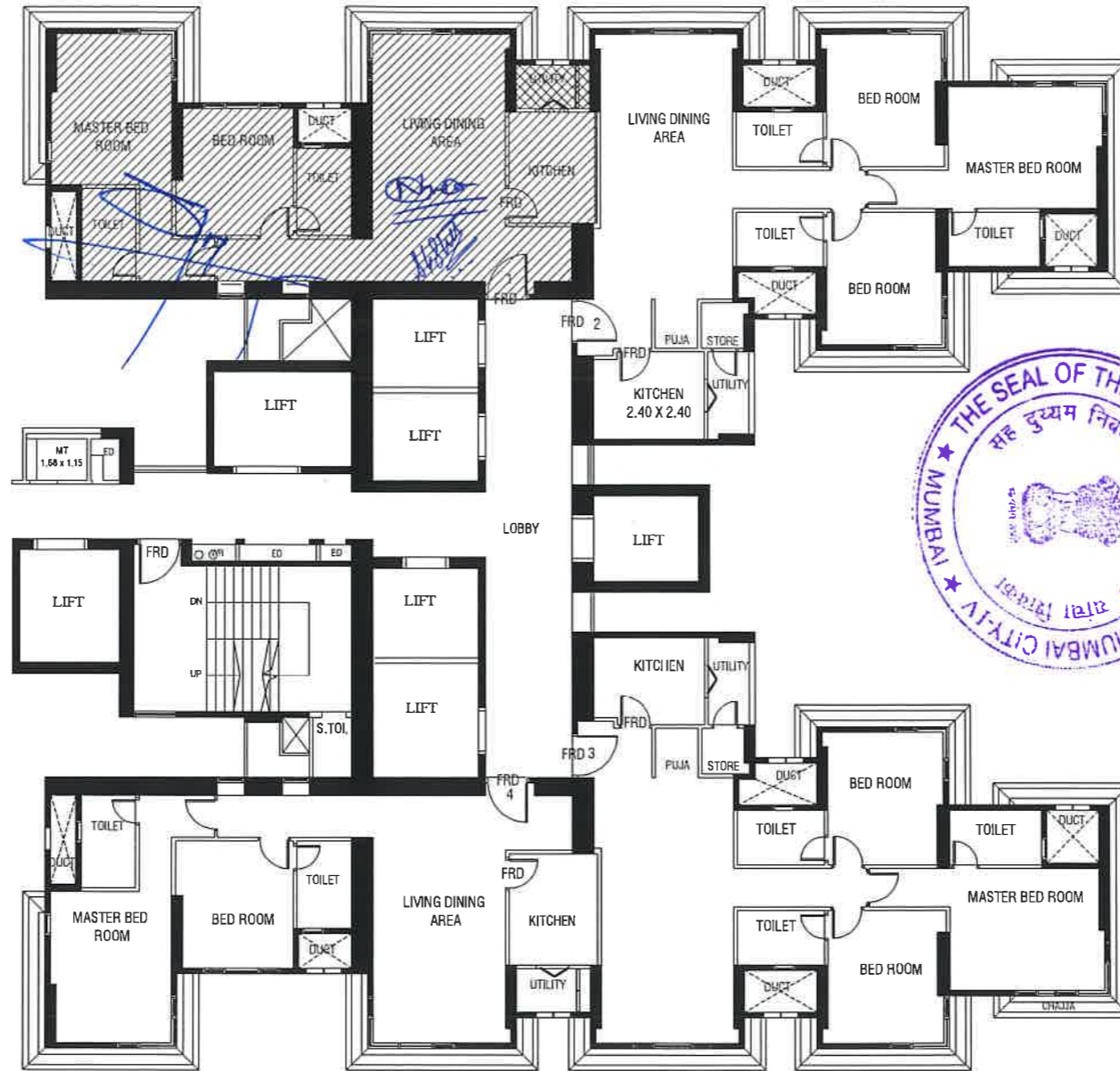
No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Intimation of Disapproval	24 January 2006	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
2.	Amended approval letter	11 April 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
3.	Environment Clearance	29 April 2013	SEAC 2013/226/TC-1	Environment Department, Government of Maharashtra
4.	Commencement Certificate	17 November 2018	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
5.	Part Occupation Certificate	20 May 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
6.	Part Occupation Certificate	13 June 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai



शुद्ध - ४
यलर B/W
२०२१

Dispute

Dispute



Handwritten notes in purple ink, including '3029' and other illegible scribbles.

TYPICAL FLOOR - 8- 13, 15- 20, 22- 27, 29- 34, 36- 41, 43- 48, 50-55, 57-62, 64- 69, 70- 78

NOTE :- NOT TO SCALE. FOR ACCURATE MEASUREMENTS OF CARPET AREA PLEASE FOLLOW POLY LINE METHOD. THE CARPET AREA IS CALCULATED ASSUMING UNFINISHED SURFACES AND ANY FINISHES MAY REDUCE THE PHYSICAL AREA ACCORDINGLY. CARPET AREA MAY VARY BY +/- 3 % ON ACCOUNT OF CONSTRUCTION OR DESIGN TOLERANCES.

LODHA ALLURA	WING : A	FLOOR : 73 RD	FLAT NO. : 01
--------------	----------	--------------------------	---------------

<p>LODHA BUILDING A BETTER LIFE</p>	<p>DEVELOPERS 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>7006, WATKAL COLLEGE, DEVSIBUSTI COMPLEX, BELZING-CHANDRAN LINK ROAD, MULUND (W), MUMBAI - 400 040 TEL. - 5901401/25902407</p>
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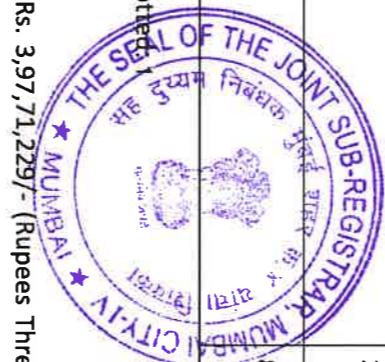
Annexure 6

(Unit and Project Details)

- (i) **CUSTOMER ID** : 2207280
- (ii) **Correspondence Address of Purchaser:** 30/23 BDD Chawl, Worli, Mumbai - 400018
Maharashtra India
- (iii) **Email ID of Purchaser:** dramolnarkar@gmail.com
- (iv) **Unit Details:**

- (i) **Development/Project** : LODHA PARK (LODHA ALLURA, MARQUISE, PARKSIDE, TRUMP, KIARA)
- (ii) **Building Name** : Allura
- (iii) **Wing** : A
- (iv) **Unit No.** : A-7301
- (v) **Area** :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	866	80.45
EBVT Area	27	2.51
Net Area (Carpet Area +EBVT Area)	893	82.96



- (v) **Consideration Value (CV):** Rs. 3,97,71,229/- (Rupees Three Crore Ninety-Seven Lakh Seventy-One Thousand Two Hundred Twenty-Nine Only)
- (vi) **Payment Schedule for the Consideration Value (CV):**

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	Booking Amount III	59,65,684	20-04-2021
2	On or Before 15-May-21	298,24,445	15-05-2021
3	Booking Amount I	9,00,000	28-03-2021
4	Booking Amount II	30,77,123	28-03-2021
5	On date of offer of Possession	3,977	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.

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

- Land Under Construction (LUC) Reimbursement: Rs. 2,65,221/- (Rupees Two Lakh Sixty-Five Thousand Two Hundred Twenty-One Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.

(Signature)

(Signature)

(Stamp)

2. Electricity Deposit Reimbursement: Rs. 5,000/- (Rupees Five Thousand Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
3. Connection and related expenses: Rs. 1,38,000/- (Rupees One lakh Thirty-Eight Thousand Only).
4. Pipes Gas connection and related expenses (if applicable): Rs. 89,000/- (Rupees Eighty-Nine Thousand Only).
5. Share Money: Rs.1,050/- (Rupees One Thousand Fifty Only).

(VIII) **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. 2,35,485/- (Rupees Two Lakh Thirty-Five Thousand Four Hundred Eighty-Five Only) covering period of 18 months from DOP.
2. FCAM Charges (if applicable): Rs. 2,23,428/- (Rupees Two Lakh Twenty-Three Thousand Four Hundred Twenty-Eight Only) covering period of 60 months from DOP.
3. Property Tax (Estimated): Rs. 97,086/- (Rupees Ninety-Seven Thousand Eighty-Six Only) covering period of 18 months from DOP.
4. Building Protection Deposit: Undated cheque of Rs. 89,300/- (Rupees Eighty Nine Thousand Three Hundred Only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

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.

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

- (vii) **Date of Offer of Possession:** 30-06-2021, subject to additional grace period of 06 (Six) Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(viii) **Project Details:**

- 1) Project Name: LODHA PARK (LODHA ALLURA, MARQUISE, PARKSIDE, TRUMP, KIARA)
- 2) RERA Registration Number: P51900001339
- 3) No. of Buildings: 5



Annexure 7

(Common Areas and Amenities)

Inside Homes:

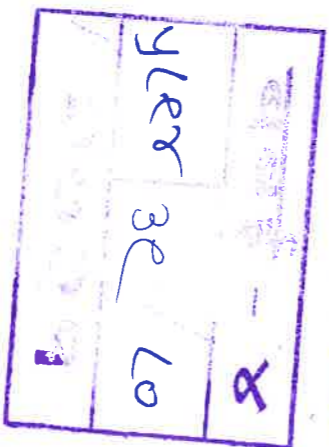
- Air-conditioned* homes with split units.
- Imported marble flooring entire house (living/dining, puja, passage and Bedrooms).
- Vitrified tiles in kitchen and ceramic tiles in utility, store and service Areas.
- All toilets floors finished in imported marble.
- European bath fittings: Duravit / Laufen sanitary ware and Grohe/senberg CP fittings in all toilets.
- Fitted Modular kitchen with hob and hood (no other appliances shall be provided).
- Multi-level security with:
 - o Swipe card access to lobby and lifts
 - o Video door phone
 - o CCTV monitoring of key common areas
 - o Gas detector in kitchen
 - o Emergency alarm in each residence

Within Building:

- Air-conditioned main entrance lobby
- Designer floor lift lobbies
- Each wing – 5 passenger elevators from Kone/Schindler/Otis or equivalent
- Separate service elevators
- Firefighting systems

Facilities/Amenities in Larger Development

1. Gym
2. Yoga/Aerobics room
3. Banquet Hall
4. Guest rooms
5. Multipurpose sports court
6. Badminton court
7. Tennis court
8. Squash court
9. Cinema theatre
10. Kids Indoor play area
11. Restaurant/Café
12. Juice Bar
13. Swimming pools:
 - A. Open swimming pool
 - B. Covered heated pool
 - C. Kids pool
 - D. Toddlers pool



9

(Signature)

(Signature)

- E. Family pool
- F. Outdoor rain pool
- G. Outdoor hummam

Facility list:

1. Outdoor gym
2. Putting green
3. Cricket Pitch
4. Outdoor chess
5. Outdoor Children's play area
6. Outdoor cinema/Amphitheatre
7. Organic Farm
8. Pet walk area
9. Temple
10. Rock climbing wall
11. Party lawn
12. Picnic / Barbeque area

The aforesaid facilities list may undergo revision in the interest of the betterment of the development, as per the discretion of the Project Designers.

* Excluding kitchen, toilets and service areas.

Brands stated above are subject to change with equivalent brands, at sole discretion of the Project



X	Lo	G
Yes	No	G

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MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/1342/GS/A/OCC/5/New of 27 December 2019]

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

Dear Applicant/Owners,

The **Part 8** development work of **Residential** building comprising of **Part Occupation** for residential building comprising of **P3 podium (pt) + P4 Podium (pt) + P5 Podium (pt) + Wing-1for 67th (pt.) & 78th (pt.) upper floors + Wing-2 for 63rd & 64th (pt.) & 78th (pt.) floors + Wing-3 for 67th & 75th (pt.) floors + Wing-4 for 72nd & 73rd (pt.) upper floors.** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Babat 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-1** 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 **18 July 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. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name : JADHAV RAJENDRA
ANNANDRAO
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 27-Dec-2019 20: 05:58



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





MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

File No. EB/1342/GS/A/337/3/Amend dated 08.12.2020

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

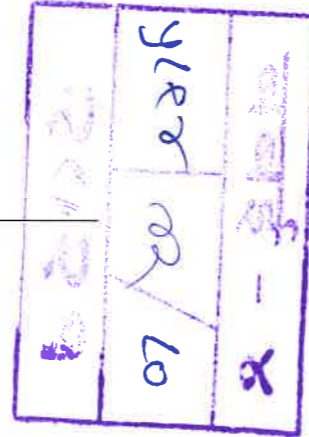
Mumbai-400001

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 25.11.2020

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 the revised structural design/ calculations/details/drawings shall be submitted before extending C.C.
- 2) That payments towards following shall be made before asking for endorsement of C C a) Premium towards labour welfare cess b) Development charges
- 3) 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.
- 4) That the cc shall be got endorsed as per the amended plan.
- 5) That the work shall be carried out strictly as per approved plan.
- 6) That the final structural stability certificate shall be submitted before asking for B.C.C.
- 7) That the supervision certificate shall be submitted periodically from the L.S. Engineer Structural Engineer / Supervisor or Architect as the case may be as per DCPR 2034 regarding satisfactory construction on site.
- 8) 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.
- 9) That adequate safeguards be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and construction debris generated shall be deposited in specific sites inspected and approved by MCGM.



Name : JADHAV RAJENDRA ANANDRAO
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 08-Dec-2020 11:41:52

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.

	Disposal of the construction way debris	3000 m ³
	Waste generation in the Operation phase	
	Dry Waste (kg/d)	4379.4 kg/day
	Wet Waste (kg/d)	3119.6 kg/day
	STP Sludge (dry sludge) (kg/d)	304 kg/day
	Mode of Disposal of Waste	
	Dry Waste - Dry garbage will be segregated & disposed off in recycling	
	Wet Waste - Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping	
	STP sludge (dry sludge) - Sludge will be used as manure for gardening	
	Area requirement	
	Location and total area provided for the storage and treatment of the solid waste:	
	On ground Area provided: 200 m ²	
	Budgetary allocation	Capital Cost: 42.5 Lakh O & M Cost: 1.8 Lakh
Green Bldg Development	Total BGC Area	36446
	BGC area under green belt	30446 sq.
	BGC on ground	17877
	BGC on Platform	18569 m ²
	Number and list of trees to be planted in the ground Bldg	Requirement: 1522 Nos.
	Number, size, age and species of trees to be cut, trees to be transplanted (A.T.P.E.R. (G.D.F.C.)	
	Trees to be cut: 177 Nos	
	Trees to be transplanted: 26	
	Trees to be retained: 42	
	Planned	
	Trees to be cut: 177 Nos	
	Trees to be transplanted: 26	
	Trees to be retained: 42	
	Budgetary allocation	Capital Cost: 246.6 Lakh O & M Cost: 39.2 Lakh
Energy	Power supply	
	Maximum demand	25.8 MW
	Contract load	45.28 MW
	Source	TATA POWER
	Energy saving by non-conventional method	

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Energy saving measures:

- Energy efficient fluorescent tube lights & CFL lamps which give approx. 20% more light output for the same watt consumed and fluorescent output lamp less size of fixture and corresponding lower watt output. The life of T5 tubes is 23 to 29 times that of conventional tubes and hence the cost of replacement is quite less and hence ease of disposal of tubes reduced drastically.
- All fluorescent light fixtures will be specified to incorporate electronic ballast with THD less than 5% which have low watt-loss compared to electro-magnetic ballast and result in superior operating power factor. Electronic chokes also improve the life of the fluorescent lamps.
- The UPS will be specified with high input power factor (close to unity) so that input PVA is reduced.
- UPS system is proposed with harmonic distortion restricted to less than 5% compared to far greater than 15% in many conventional UPS systems.
- Bus bars in all distribution panels are specified to support bus-bars upto 150A to reduce losses and improve reliability.
- Copper conductive cables will be specified for sizes up to 16 sq. cm. This will reduce losses and improve reliability.
- All cables will be coated to avoid heating during use. This also indirectly reduces losses and improves reliability.
- Power cables shall be used with XLPE insulation which can be operated at 90°C instead of PVC insulated cable at 70°C. This, improves reliability in the system.
- Variable frequency drive will be incorporated in motor fixtures which will save considerable energy.
- Power factor of the complete electrical system will be maintained close to unity. This will reduce electrical power distribution losses in the installation.
- An APCB relay based on hydraulic tripping will be proposed to effect the power factor correction (Capacitors) within a few cycles of deviation from the setting & also to reduce inrush currents.
- Solar operated peak lights will be proposed to power pathway lights at some strategic locations.
- The fire alarm of tower shall be provided with solar water heating for heat.
- Emergency Power sources & day-light sensors will be provided in the common areas & other inside floor.
- General lighting shall be through energy efficient fluorescent lamps and illumination levels shall be generally in line with Illumination Building Code.
- 30% of common area (including) Employee parking overhead lights shall be designed as emergency lights and shall be connected to non-rotated inverters that automatically illuminate, which shall be further backed up by DG set.
- All WCs shall have dual flush cisterns rather than single flush type & flush valve combination which will reduce consumption of water significantly.
- All common area and club house, low flow showering fixtures shall be installed to conserve the water. For the recreation, public areas shall be given to use the efficient showering fixtures to conserve the water.
- The water supply to the tower lift by gravity will booster pumps that the top floor.
- Seepage Treatment Plant is provided for recycling the building waste and sewage water so that recycled water can be used after the tertiary treatment for flushing, irrigation purposes as applicable.
- The planter for window shall be used of low heat transfer or efficient (U) value.

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• Strip lighting shall be used for the purpose of water infiltration to reduce the amount of water.

• Mechanical Fans are proposed to be installed with energy efficient split units, instead of conventional Window units to reduce the energy in power significantly. The necessary positions shall be found for the exhaust as applicable.

• The building designed to have natural ventilation in all lobby which saves the energy required for mechanical ventilation.

The Energy savings to be achieved as follows:

S. No.	Description	Units saved / Year	Energy Cost saved / Year @ Rs/Watt
1	Solar lighting T5 light (Fluorescent)	32,850.00	7,95,650.00
2	Energy efficient T5 light (Fluorescent)	2,48,089.51	22,32,892.56
3	Energy efficient T5 light (Fluorescent)	11,34,340.9	1,02,45,048.07
4	Solar hot water system	1,83,360.00	18,42,200.00
	TOTAL	1,88,11,100.4	14,16,022.6

Compliance of the BRCB guidelines: Yes

Budgetary Allocation: Capital Cost: 228.3 Lakh O & M Cost: 5.5 Lakh

DC set

Number and capacity of the DG sets to be used:

10 x 1100 KVA
1 x 300 KVA
TOTAL DIESEL CAPACITY: 13000 KVA

Type of fuel used: Diesel

Environment Management Plan Budgetary Allocation:

S. No.	Parameter	Total cost in INR (in Lakhs)	Operational and maintenance cost per year (in Lakhs/yr)
1	STP Cost	2.92	51.4
2	Rain Water Harvesting	80.0	2.3

Pravin

1	Rain Water Harvesting Tank	42.7	63
4	Environmental Monitoring	3422 approved agency for monitoring	6.3
5	Solar Energy Lights	511.6	5.3
6	Solar Energy Water Heating	342	1.1
7	Greening	249.4	29.2
8	Solid Waste Management	42.6	16.4
	Total Cost	417.3	122.1

O & M cost (please consult engineer and other details)-26 lac

Operation and generation of corpus fund and commitment from Applicant or facility as required by us

Responsibility for tower O & M:
All facilities will be treated & entire complex will be maintained by us.

Traffic Management

Plan of the junction to the main road & design of coefficients

Parking details	Number & area of basement	Area, m ²	Plan Area, m ²
	Number & area of platform	6	23798
	Total Parking Area		
	GCY Parking area: 24812 m ²		
	Private Parking Area: 18340 m ²		
	Area per car		
	2-Wheeler		
	4-Wheeler		
	Project Parking: 6218 Nos		
	GCY Parking		
	Area: 452 Nos		
	Area: 277 Nos		

Total Water requirement

Dry Season	Wet Season
Fresh water (CMD)	27
Source	MCCM
Recycled Water (CMD)	19
Total water requirement (CMD)	29
Fire fighting (dry)	Residential: 200 m ³ GCY: 50 m ³
Wet Season	
Fresh water (CMD)	27
Source	MCCM
Recycled Water (CMD)	19

Pravin

Handwritten text in a box: "07 new lift" and "2020" with a signature.

	Total water requirement (CMD)	79
	Fire fighting (dry)	Residential: 200 m ³ GCY: 50 m ³
Rain Water Harvesting (RWH)	Level of ground water table	2.50 to 3.00 m
	Size and No. of RWH tanks and capacity	1 RWH tank of 100 m ³ capacity
	Location of RWH tank	In basement
	Size and no. of recharge pits and quantity	1 RWH tank of 100 m ³ capacity
	Size of RWH tank (in Mm)	4 x 20 (10M 2-01 meters in Mm)
	Location of RWH tank	In basement
	Budgetary allocation: Capital Cost: 8.00 Lakh O & M Cost: 0.80 Lakh	
Storm Water Drainage	Planned water drainage pattern	Towards north side
	Quantity of storm water	58 m ³ /hr
	Size of tank	2000 mm dia SWD
Sewage and waste water	Level of ground (CMD)	18 KLD
	STP Technology	MBBR Technology
	Capacity of STP (CMD)	75 KLD
	Location of the STP	In basement
	DG sets (during emergency): DG sets will be provided at alternate supply for essential services such as STP, Fire Fighting, Lift etc.	Capacity: 300x750 KVA
	Budgetary allocation: Capital Cost: 13.78 Lakh O & M Cost: 5.20 Lakh	
Solid waste management	Waste generation in the pre-construction and construction phase	
	Waste generation	50 kg/day
	Disposal of the construction way debris	To Authorized debris disposal site
	Waste generation in the Operation phase	
	Dry Waste (kg/d)	4379 kg/day
	Wet Waste (kg/d)	63 kg/day
	STP Sludge (dry sludge) (kg/d)	0.50 KLD
	Mode of Disposal of Waste	
	Dry Waste - Dry garbage will be segregated & disposed off in recycling	
	Wet Waste - Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping	

Pravin

	STP sludge (dry sludge) Sludge will be used as manure for gardening	
	Area requirement	In basement: 20 m ²
	Location and total area provided for the storage and treatment of the solid waste	
	Budgetary allocation: Capital Cost: 4.00 Lakh O & M Cost: 2.00 Lakh	
Green Bldg Development	Total BGC Area	36446
	BGC area under green belt	30446 sqm.
	BGC on ground	17877 sqm.
	BGC on Platform	18569 sqm.
	Budgetary allocation: Capital Cost: 28 Lakh O & M Cost: 3 Lakh	
Energy	Power supply	
	Maximum demand	1.5 MW
	Contract load	2.8 MW
	Source	TATA POWER
	Energy saving by non-conventional method:	
	Natural shading through overhangs features to minimize heat gain and reduce air conditioning requirements	
	Use of AC and fan systems to reduce heat gain and power consumption	
	Use of low e glass to reduce power requirement	
	Solar lighting in common areas, garages and road	
	Solar hot water for residential building	
	Solar Street Light	
	Energy efficient lighting fixtures, pumps and VFD lifts	
	Detailed calculations & % of saving	29%
	Budgetary Allocation: Capital Cost: 12 Lakh O & M Cost: 1 Lakh	
	DC set	
	Number and capacity of the DG sets to be used: Capacity of DG set provided will be 300x250 KVA	
	Type of fuel used	Diesel
	Environment Management Plan Budgetary Allocation:	
Cooperation	Capital Cost (Rs. in Lakhs)	O & M Cost (Rs. in Lakhs / year)
STP (Tertiary)	11.75	2.5
Solar System	11	1.0
Rainwater Harvesting	8.0	0.80

Pravin

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. EB/142/2016

From : Executive Engineer Bldg. Proposal (City-I)
New Municipal Building C-5, 355-B Bhagwan
Vaidya Chawl, Vaidya Chawl Marg, Opp
Harman Mover, Aseep Hill, Wadala (East)
Mumbai-400037

To, Ms. Sangeeta Chaudhary,
Licence Surveyor,
E-708, Nang Building
Mahanagar Corporation Link Road,
Mumbai (West)-400 048

Sub: Proposed redevelopment of property in plot bearing C-5 (part) of
Lower ward Division, at Sampat Bhag Marg, Mumbai.
Ref - Your earlier application.

Re,
With reference to above this is to inform you that the amended plan submitted by you
are hereby approved subject to following conditions:

- 1. That all the conditions of I.O.D. under even No. dated 24/12/2004 and amended plan
approval letters dated 31.5.2008, 7.1.2009, 23.11.2009, 30.9.2010, 11.1.2011,
30.9.2013, 29.12.2014, 29.2.2014, 31.03.2017 and 20.12.2017 shall be complied with.
- 2. That the revised structural design calculations details drawings shall be submitted
before extending C.C.
- 3. That the payments towards following shall be made before asking for endorsement of
C.C.
a) Development charges.
b) Premium towards staircase, lift, lift lobby area.
- 4. That the C.C. shall be got endorsed as per the amended plans.
- 5. That the work shall be carried out strictly as per approved plans.
- 6. That the work shall be carried out between 6:00 a.m. to 10:00 p.m., only in accordance
with Rule 5A(1) of the Noise Pollution (Regulation & Control) Rules, 2000 and the
provision of notification issued by Ministry of Environment & Forest Deptt. from time
to time shall be duly observed.

MUM/14/111

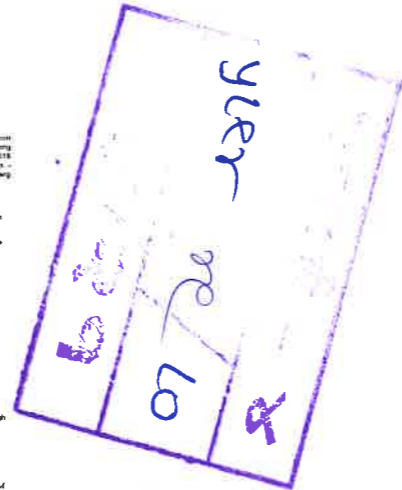
MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1956
No. EB/142/2016

To, MS Jeeva Red Estate Pvt. Ltd.
44A Sampat Bhag Marg, Lower Panel, Mumbai
Teltel: 8810000000, 4000 12

Re,
With reference to your application No. EB/142/2016 dated 30/3/2016 for Development Permission
and grant of Commencement Certificate under Section 48 & 49 of the Maharashtra Regional and Town Planning
Act, 1956, to carry out development and building permission under Section 248 & 247 (read with 203/2018
of the Mumbai Municipal Corporation Act 1924 to erect a building in Building development zone at no. 301/1A,
C.T.S. No. 498 Division Village 7 Town Planning Scheme No. Lower Ward situated at Sampat Bhag Marg,
Road/ Street in District of West.

- The Commencement Certificate / Building Permit is granted on the following conditions:-
1. The land vacated on relinquishment of the endorsement of the setback line shall form
part of the public space.
- 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. The permission does not entitle you to develop land which does not vest in you.
- 5. The Commencement Certificate is renewable every year but such extended period shall be in no case
exceed three years provided further that such issue shall not bar any subsequent application for fresh
permission under section 48 of the Maharashtra Regional and Town Planning Act, 1956.
- 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 42 or 45 of the Maharashtra Regional and Town Planning Act, 1956.
- 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. (B.P.C) VI G.South (Rajendra Anandee
Jadhav) Assistant Engineer to exercise the powers and functions of the Planning Authority under Section 45
of the act.



1. That all conditions and directions specified in the order of the City Engineer dated
15/03/2018 in Dumping Ground case shall be complied with.

- 2. That adequate safeguards shall be employed in consultation with SHM Deptt. of MCGM
for preventing dispersal of particles through air and the construction debris generated shall
be deposited in specific sites inspected and approved by MCGM.
- 3. That the debris shall be managed in accordance with the provisions of construction and
demolition waste Management Rules, 2016.

A set of approved plans duly signed to return herewith as a token of approval

Yours Faithfully,

Asst. Engineer
Mumbai
S.E.(B.P.) C-III
Asst. Engineer
Mumbai
A.E.(B.P.) C-VI
Asst. Engineer
Mumbai
S.E.(B.P.) C-III
Executive Engineer
Building Proposals (City-I)
MUM/14/111

Copy To: Owner
1) MS Lodka Developers Pvt. Ltd.
(Formerly known as M.S. Lodka Real Estate Pvt. Ltd.)
Lodka Estate, N.M. Jang Marg,
Mumbai-1, Maharashtra-400 011.
2) Designated Officer - G-5 Ward.

Asst. Engineer
Mumbai
S.E.(B.P.) C-XII
Asst. Engineer
Mumbai
A.E.(B.P.) C-VI
Asst. Engineer
Mumbai
S.E.(B.P.) C-III
Executive Engineer
Building Proposals (City-I)

MUM/14/111

Issue On:	15/02/2017	Valid Upto:	23/10/18
Issue On:	30/3/2009	Valid Upto:	23/10/18
Issue On:	30/3/2009	Valid Upto:	23/10/18
Issue On:	18/10/2017	Valid Upto:	23/10/18



Issue On:	15/02/2017	Valid Upto:	23/10/18
Issue On:	08/05/07	Valid Upto:	23/10/18
Issue On:	18/02/2017	Valid Upto:	23/10/18

Energy saving measures:

- Energy efficient fluorescent tube lights & CFL lamps which give approx. 30% more light output for the same wattage and therefore require less run, of fixtures and corresponding lower power wiring costs. The life of T5 tubes is 2.5 times that of conventional tubes and hence the cost of replacement is quite low and hence type of disposal of tubes reduced drastically.
- All fluorescent light fixtures will be specified to incorporate electronic ballast with THP less than 1% which have low loss compared to electromagnetic ballast and crash in against opening power factor. Electronic chokes also improve the life of the fluorescent lamps.
- The T5's will be specified with high input power factor (close to unity) so that input kVA is minimized.
- UPS system is proposed with Maximum discharge terminal to less than 3% compared to be greater than 15% in many conventional UPS systems.
- Bus bars in all distribution panels are specified to copper bus bars upto 300A to reduce losses and improve reliability.
- Copper conductors cables will be specified for runs up to 10 sq meter, this will reduce losses and improve reliability.
- All cables will be de-rated to avoid heating during use. This also indirectly reduces losses and improves reliability.
- Power cables shall be used with XLPE insulation which can be operated at 90°C; instead of PVC insulated cables at 70°C; Hence, improves reliability in the system.
- Variable frequency drives will be incorporated on motor fixtures which will save considerable energy.
- Power factor of the complete electrical system will be maintained close to unity. This will reduce electrical power distribution losses in the installation.
- An AFCI relay based on thyristor switching will be proposed to effect the power factor correction (improvement) within a few cycles of deviation from the seting & also to reduce inrush currents.
- Solar operated pole lights will be proposed to power pathway lights in some strategic locations.
- Top five floors of tower shall be provided with solar water heating for flats.
- Obtrusive Fluorescence sensors & Day-light sensors will be provided in the common areas & within inside flats.
- Central lighting shall be through energy efficient fluorescent lamps and Fluorescence lamps shall be provided in line with National Building Code.
- 30% of common areas / staircases / basement parking corridor lights shall be designed as emergency light and shall be connected to individual inverters for uninterrupted illumination, which shall be further backed up by DG set.
- All WCs shall have dual flush system rather than single flush type & Dual valve commodes which will reduce consumption of water significantly.
- All restrooms and club house, low flow plumbing fixtures shall be installed to conserve the water. For the restrooms, push flow pumps to save the efficient plumbing fixtures to conserve the water.
- The water supply to the tower to be gravity with booster pumps for the top three floors. Treatment plant is installed for recycling the building waste and effluent water as the recycled water can be used after the necessary treatment for flushing, irrigation purposes as applicable.
- The ground water shall be used of low head transfer on efficient (U) value.

Sharma



• Drip Irrigation shall be used for the purpose of water conservation to reduce the wastage of water.

• Structural Fans are proposed to be installed with energy efficient light units instead of conventional Window units to reduce the wiring in power significantly. The necessary provisions shall be made to the extent as applicable.

• The building is designed to have natural ventilation in 3A lobby which terms the energy required for mechanical ventilation.

The spaces utilized is found as follows:

S. No.	Description	Units served / Year	Energy Conserved / Year @ 1%
1	Solar lighting	32,850.00	2,95,950.00
2	Energy efficient T5 light (Basement)	2,43,009.51	22,32,805.54
3	Energy efficient T5 light (Podium)	11,34,343.9	1,03,42,104.07
4	Solar hot water system	1,62,000.00	16,42,000.00
TOTAL		1,80,793.4	18,81,622.6

Compliance of the BRC's guidelines: Yes

Budgetary allocation: Capital Cost: 229.3 Lakh O & M Cost: 8.8 Lakh

DCI: Nil

Height and capacity of the DG set to be used: 11 x 2200 KVA, 1 x 2000 KVA, TOTAL DG SET CAPACITY: 13000 KVA

Type of fuel used: Diesel

Environment Management Plan: Budgetary Allocation: Construction phase (with break-up)

O & M COST OF EMPLOYMENT PROVISIONS:

Sl. No.	Parameter	Total set up cost (in Lakh)	Operational and maintenance cost per sq ft (in lakh/year)
1	STP Cost	207.5	56.4
2	Rain Water Harvesting	81.0	2.5

Sharma

Sl. No.	Description	Area	Cost
1	Rain Water Harvesting Tank	12.3	0.5
2	Environmental Monitoring	30x20 approved agency for monitoring	0.5
3	Solar Energy Lights	171.0	7.5
4	Solar Energy System	54.3	1.1
5	Greening	20.4	10.2
6	Solid Waste Management	2.5	1.4
Total Cost		373.9	122.1

O & M cost (for water treatment and other details): 26 Lakh

Quantity and provision of covered land and construction area equivalent to facility is provided by us.

Responsibility for further O & M: All facilities will be handed & entire complex will be maintained by us.

The Management: Name of the person to be made responsible & design of construction: Number & area of basement: 1 Basement, Area: 170711 sq. ft.

Parking details: Number & area of podium: 9 Podium Area: 23598 sq. ft.

Total Parking Area: GCP Parking Area: 24972 sq. ft. Project Parking Area: 103440 sq. ft.

Area per car: 2.5

2-Wheeler: Project Parking: 4218 Nos. GCP Parking: 4128 Nos. (Total: 8346 Nos.)

4-Wheeler: Project Parking: 4218 Nos. GCP Parking: 4128 Nos. (Total: 8346 Nos.)

Total Water requirement: Dry Season: Fresh water (CMD): 27, Sewer: 10000, Recycled Water (CMD): 18, Total water requirement (CMD): 39. Wet Season: Fresh water (CMD): 27, Sewer: 80138, Recycled Water (CMD): 13.

Sharma

Sl. No.	Parameter	Value	Remarks
	Total water requirement (CMD)	39	
	Fire fighting (over)	Reservoir: 200 m ³ GCP: 50 m ³	
	Rain Water Harvesting (RWH)	Level of ground water table: 2.50 to 3.00 m	
		Size and No. of RWH tanks and capacity: 1 RWH tank of 110 m ³ capacity	
		Location of RWH tank: In basement	
		Site and no. of recharge pits and quantity: 1 RWH tank of 110 m ³ capacity	
		Range Width: 4.7x2.1x0.6 m (as per IS 1502)	
		4.7x2.1x0.6 m (as per IS 1502)	
	Budgetary allocation: Capital Cost: 8.81 Lakh O & M Cost: 0.81 Lakh		
	Storm Water Drainage	Internal water drainage system: To catch north side	
		Quantity of storm water: 50 m ³ per day	
		Size of S.W.D.: 200 mm dia (100)	
	Seepage and waste water	Seepage generation (CMD): 18 KLD	
		STP Technology: MBBT Technology	
		Capacity of STP (CMD): 15 KLD	
		Location of the STP: In basement	
		DC sets (during construction): DG sets will be provided as alternate supply for essential services such as: DTV, Fire Fighting, Lift etc. Capacity: 500 KVA	
		Budgetary allocation: Capital Cost: 11.71 Lakh O & M Cost: 3.55 Lakh	
	Solid waste management	Waste generation in the pre-construction and construction phase: 50 kg/day	
		Waste generation: To authorized debris disposal site	
		Waste generation in the Operation phase: Dry Waste (kg/day): 70 kg/day, Wet Waste (kg/day): 63 kg/day	
		STP Sludge (dry weight) (kg/day): 0.55 KLD	
		Mode of Disposal of Waste: Dry Waste: Dry garbage will be segregated & disposed off in bins.	
		Wet Waste: Wet garbage will be segregated using Mechanical Comminuting Technology and used as organic manure for landscaping.	

Sharma

2029

ग्रेट यज 10

STP sludge (dry weight) 10kg per day at present for parking Area requirement: In basement: 30 m³

Location and level area provided for the storage and treatment of the sludge: In basement: 30 m³

Budgetary allocation: Capital Cost: 4.00 Lakh O & M Cost: 2.00 Lakh

Green Bell Development: Total Bt. Area: 141.23 sq.m. Bt. Area under green belt: 679.33 sq.m. Bt. on ground: 104.00 sq.m. Bt. on Podium: 104.00 sq.m.

Budgetary allocation: Capital Cost: 28 Lakh O & M Cost: 3 Lakh

Energy: Power supply: Maximum demand: 1.3 MW, Connected load: 1.6 MW, Source: BEST PPH/ER.

Energy saving by non-conventional method:

- Natural shading through elevation fixtures to reflective heat gain and reduce air conditioning requirement.
- Use of AC and double glazing to reduce heat gain and power consumption.
- Use of low e glass to reduce power requirement.
- Solar lighting in common areas, garden and road.
- Solar hot water for Residential building.
- Solar Street lights.
- Energy efficient lighting fixtures, pumps and VFD lifts.

DCI set: 208

Budgetary allocation: Capital Cost: 12 Lakh O & M Cost: 1 Lakh

DCI set: Nil

Number and capacity of the DG sets to be used: Capacity of DG Set provided will be 500x250 KVA

Type of fuel used: Diesel

Environment Management Plan: Budgetary Allocation: O & M Cost (Rs. In Lakh / year):

Component	Capital Cost (Rs. In Lakh)	O & M Cost (Rs. In Lakh / year)
STP (Temporary)	11.71	1.1
Solar System	22	1.0
Rainwater Harvesting	8.0	0.85

Sharma

Sl. No.	Parameter	Value	Remarks
	Solid Waste Composting plant	4.0	2.0
	Landscaping	30.0	3.0
	Total Cost	37.75	35.3

Traffic Management: Parking details: Number & area of basement: 1 Basement, Area: 170711 sq. ft. (service & ancillary: 100 m², balance park 160 m²). Demand: 4 podium for GCP and One podium for carpooling Parking. Podium area: 9678 sq. ft. (service & ancillary: 2900 m², balance parking). Total Parking Area: 11054 m². Area per car: 34.72 m². 4-Wheeler: GCP: 204 Nos. Residential: 275 Nos.

1. The proposal has been considered by SEAAA in its 5th meeting decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:-

- The environmental clearance is issued subject to bind on verification Local authority if planning authority should ensure the same respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. The environmental clearance issued with respect to the environmental considerations and it does not mean the State Level Impact Assessment Authority (SEAAA) approved the proposed land use.
- The legal, Commercial built up area of proposed construction shall be in accordance with the existing EMBRAR norms of the urban local body & it should conform the same along with survey number before approving layout plan & before starting construction commences to proposed work. The approving authority should also ensure the zoning provisions for the proposed project as per the approved development plan of the area.
- "Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted in the Environment department before start of any construction work at the site.
- All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase. Proper provision shall ensure completion of STP, RWH disposal facility, green belt development prior to occupation of the building. The physical occupation as allowed will be given subject to all above said environmental considerations in notified and made functional including: water treatment in Para 2. Plant certification from appropriate authority shall be obtained.
- Provision shall be made for the housing of construction labor within the site with all necessary amenities and facilities such as food for cooking, medical, kitchen, mobile STP, safe drinking water, medical health care, clinic and First Aid Room etc. Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision shall be made for mobile toilet. The safe disposal of

Sharma

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/134205A

COMMENCEMENT CERTIFICATE

To: M/S Jewels Real Estate Pvt. Ltd.
404, Senapati Bapat Marg, Lower Panel, Mumbai
Tertile Mill Compound, Mumbai, 400013

Re: Web reference to your application No. EB/134205A dated 29/02/2016 for Development Permission and grant of Commencement Certificate under Section 44-B of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 34B no 337 (New) and 26/9/2015 of the Mumbai Municipal Corporation Act 1958 to erect a building as Building Development work of plot No. - C.T.S. No. 484 District / Village / Town Planning Scheme No. Lower Panel situated at Senapati Bapat Marg Road / Lane in G/South Ward.

- The Commencement Certificate / Building Permit is granted on the following conditions:-
- The land shall be used for the purpose of the development of the entire land and no part of the land shall be used for any other purpose.
 - 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.
 - The Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapses shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
 - The 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 the 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 is not a bona fide person desiring to develop the land.
 - The conditions of the certificate shall be binding not only on the applicant but on his heirs, assigns, executors, administrators and successors and every person deriving title through or under him.
- The Municipal Commissioner has appointed Shri. Eng. (B) P. Chyavan, Executive Engineer in charge of the work and functions of the Planning Authority under Section 45 of the said Act.

EB/134205A

Further C.C. is now extended up to

Issued on	Valid upto	Remarks

The CC is valid upto

Issue On : 3/7/2007 Valid Upto : -

Remark : This CC is upto Top of Upper Basement

Approved By
S.J. Mhatrekar
Assistant Engineer (EP)

Issue On : 19/10/17 Valid Upto : -

Remark : Further C.C. for the construction of staircase lobby/ lift lobby/ lift machine room/ overhead water tank/ staircase and lift core with overhead water tank for wing 1 over 7th floor, wing 2 over 7th floor, wing 3 over 7th floor, wing 4 over 7th floor and wing 5 over 25th floor i.e. for full height of staircase lift core as per last sanctioned plan dated 29.02.2016

Approved By
Shri. S. S. Dik
Executive Eng. (General)

Issue On : 11/4/2018 Valid Upto : 23/1/2018

Remark : This CC is endorsed and extended for:-
(1) Wing-1 upto top of 4th floor level
(2) Wing-2 upto top of 4th floor level
(3) Wing-3 upto top of 5th floor level
(4) Wing-4 upto top of 4th floor level
(5) Wing-5 for entire staircase lift core
i.e. for the construction of staircase lobby/ lift lobby/ lift machine room/overhead water tank/ staircase and lift core with overhead water tank/ over 4th floor and
(6) Wing-2 for entire staircase lift core
i.e. for the construction of staircase lobby/ lift lobby/ lift machine room/overhead water tank/ staircase and lift core with overhead water tank/ over 21st floor
as per last sanctioned plan dated 25.11.2017

15/12/2018	14/12/2017	
15/12/2018	14/12/2017	
15/12/2017		Further C.C. for the construction of staircase lobby/ lift lobby/ lift machine room/overhead water tank/ staircase and lift core with overhead water tank/ over 4th floor and Wing-2 for entire staircase lift core i.e. for the construction of staircase lobby/ lift lobby/ lift machine room/overhead water tank/ staircase and lift core with overhead water tank/ over 21st floor as per last sanctioned plan dated 25.11.2017

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Assistant Engineer / Building Proposal
City G/South Ward

1. Architect
2. Collector Mumbai Suburban Municipal District

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Assistant Engineer / Building Proposal
City G/South Ward

1. Architect
2. Collector Mumbai Suburban Municipal District



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KINDANVI AS INVESTMENT LIMITED
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optimal utilization of resources.

work of the combined business to operate on more growth oriented

- Strategic writing and consolidation of business, such as, achievement of cost
- Activating operational and management efficiency and

carried out by the Trustee Company and the Trustee Company.

multiplicity of legal and regulatory compliances required in present to be

will enhance deployment of administrative functions and reduction in the

- The Scheme will result in elimination of multiple entities in the group which
- The Scheme will consolidate and simplify the group structure.

The rationale of the proposed Scheme is as under:

- 3. RATIONALE OF THE SCHEME**
- development rights.
- construction activities, buying of building material and dealing in immovable
- limited company which is engaged in the business of real estate development and
- 25 Lodia Developments Private Limited (The Trustee Company) is a private
- development and construction activities and trading of building materials.
- 24 Karveamulshiksha Farms Private Limited (The Trustee Company) is a private
- limited company which is engaged in the business of real estate
- development and construction activities and trading of building materials.
- 23 Lodia American Private Limited (The Trustee Company) is a private
- limited company incorporated with the object of carrying on the business of
- and other immovable property and any related matters.
- 22 Lodia Real Estate Private Limited (The Trustee Company) is a private
- limited company which is carrying on the business of building,
- development rights and infrastructure facilities.
- business of real estate development and construction activities along with



12. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.

11. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.

10. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.

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2. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.

1. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.



1. RATIONALE

The Scheme of Amalgamation/Scheme is provided under Section 391 to 394 of the Companies Act, 1956 and other applicable provisions of the Companies Act, 1956 and the Companies Act, 2013, applicable in the case may be, for

incorporation of Lodia American Private Limited (KARLA) and Lodia Real Estate Private Limited (LRE) into Lodia Developments Private Limited (LDP).

2. DESCRIPTION OF THE COMPANIES

Lodia American Private Limited (KARLA) is a private

Lodia Real Estate Private Limited (LRE) is a private

Lodia Developments Private Limited (LDP) is a private

and the Companies Act, 2013)

(Under Section 391 to 394 and other applicable provisions of Companies Act, 1956

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

AND

LODIA DEVELOPMENTS PRIVATE LIMITED

WITH

KARVAMULSHIKSHA FARMS PRIVATE LIMITED

AND

LODIA AMERICAN PRIVATE LIMITED

AND

JAWALA REAL ESTATE PRIVATE LIMITED

AND

KIRANJAN REALTORS PRIVATE LIMITED

OR

SCHEME OF AMALGAMATION



1. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.

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1. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.

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12. The Scheme will result in consolidation of the business of the Trustee Company and the Trustee Company.

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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 meanings:

- 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.



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 authorized, 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 JREPL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorized 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 authorized, 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 LAFL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorized 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



- 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 Kruska Realities Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Varadhan Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.
- 1.7 "JREPL" or "Second Transferor Company" means Jewels Real Estate Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Varadhan Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.
- 1.8 "LAFL" 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, Varadhan Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.
- 1.9 "SBPFL" or "Fourth Transferor Company" means Sarvasaadhulchhik Farms Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Varadhan Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

Subsequent to March 31, 2016, there has been no change in its authorized, 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 SBPFL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorized 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% Optionality Convertible Redeemable Preference Shares of Rs.10 each, fully paid up	4,00,000
TOTAL	5,00,000

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

Particulars	Amount in (Rs)
Authorized Capital	
12,82,400 Equity Shares of Rs.10 each	12,82,40,000
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% Optionality Convertible Redeemable Preference Shares of Rs.10 each, fully paid up	4,00,000
TOTAL	5,00,000

- 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, Varadhan 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 modification(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)
Authorized Capital	
10,000 Equity Shares of Rs.10 each	1,00,000
TOTAL	1,00,000

- 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)
Authorized Capital	
30,06,40,440 Equity Shares of Rs.5 each	150,32,02,200
2,88,00,000 Preference Shares of Rs.5 each	14,40,00,000
TOTAL	164,72,02,200
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 Optionality 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, Malavir Premises Private Limited and Lodha Lead Developers Private Limited with Lodha Developers Private Limited with effect from 20th June, 2016, the authorized, issued, subscribed and paid-up share capital is modified as under:

Particulars	Amount in (Rs)
Authorized 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 Optionality Convertible Redeemable Preference Shares of Rs.5 each, fully paid up	10,00,00,000
TOTAL	118,10,80,000

- 4. TRANSFER AND VESTING

Appointed Date of amalgamation will be quantified and adjusted in the manner 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 AUTHORIZED CAPITAL

7.1 Upon this Scheme becoming effective, the authorized share capital of the Transferee 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 authorized 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 authorized share capital of the Transferee Companies shall be utilized and applied to the increased authorized 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 authorized share capital to that extent.

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

Authorized Share Capital	Amount in Rs.
10,37,03,740 Equity Shares of Rs.5 each, fully paid up	49,15,26,200
2,11,20,000 Preference Shares of Rs.5 each, fully paid up	10,56,00,000
TOTAL	49,71,26,200



Company, without any break or interruption in their services, on same terms and conditions on which they are rendered 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 Transferee 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 trust created or existing for the benefit of staff, workmen and employees of the Transferee 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 Transferee 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:
- 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; or
 - if the same is expressly permitted by this Scheme; or
 - if the prior written consent of the Board of Directors of the Transferee Company has been obtained.
- 11.2 The Transferee 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.



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 authorized share capital of any Transferee 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 authorized share capital.

8. LEGAL PROCEEDINGS

- 8.1 All legal proceedings of whatsoever nature by or against the Transferee 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 Transferee 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 Transferee 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 Transferee 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 in which the Transferee Companies are a party or to the benefit of which the Transferee Companies may be eligible, and which are subsisting or hereafter immediately

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

12. TREATMENT OF TAXES

- 12.1 Any tax liability 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 Transferee 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 Transferee Companies in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be an 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 Transferee 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 Transferee Companies consequent to the assessments made on the Transferee 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.



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 Transferee Companies, the Transferee Company had been a party or beneficiary or obligee thereon 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, authorizations, power of attorney given by, issued to or executed in favour of the Transferee 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 Transferee 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 authorized to execute any such writings on behalf of the Transferee Companies and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferee Companies.

14. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

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

12.4 Without prejudice to the generality of the above, all benefits including under the Labour Law (including without limitation advance tax, industrial disputes tax credit, tax deducted at source, etc.) sales tax, excise duty, customs duty, service tax, VAT, etc., to which the Transferee Companies is entitled in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

13. SAYING OF CONCLUDED TRANSACTIONS

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

**PART III
GENERAL TERMS AND CONDITIONS**

14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANIES

The Transferee 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. Transferee 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 Transferee Companies.

16. MODIFICATION / AMENDMENT TO THE SCHEME



- 161 Subject to approval of the High Court, the Transferor Companies or the Transferee Company, through its respective Board of Directors, may consent, on behalf of any condition or limitation that the High Court may deem fit to direct or impose as it may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and make all arrangements that may be necessary for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.
- 162 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 understood to give such directions (including directions for making any grant of bank or debenture) as may be necessary for carrying out the Scheme.
17. **CONDITIONALITY OF THE SCHEME**
The Scheme is conditional upon and subject to the following:
- 171 The Scheme being approved by the requisite consent of the members under section 179 of the Companies Act, 2013.
 - 172 The sanction of the High Court under Section 391 to 394 of the Act in favour of the Transferor Companies or the Transferee Company as may be directed by the High Court.
 - 173 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.
 - 174 Certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Mumbai respectively by the Transferee Companies and the Transferor Company.
18. **EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS**
Companies and the Transferor Company



In the event of any of the said matters 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, here and except in respect of any act or deed done prior thereto as it 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 governed herein or worked out as is specifically provided in the Scheme or as may otherwise relate to 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, rates and all other expenses, if any (here as expressly otherwise agreed), incurred in carrying out and implementing this Scheme and matters incidental thereto, shall be borne by the Transferee Company.



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

In the name of the Companies Act, 2013,
AND
In the name of Sections 230 to 232 of the Companies Act 2013 and other applicable provisions of the Companies Act, 2013,
AND
In the name of Section 391 to 394 and other applicable provisions of the Companies Act, 1956.
AND
In the name of Scheme of Amalgamation (Scheme) of Kamlesh Kishore Private Limited and Sanyam Indian Aviation Private Limited and Sanyam Indian Aviation Private Limited and Sanyam Indian Aviation Private Limited and their respective shareholders and creditors.

CERTIFIED COPY OF ORDER DATED 18th OCTOBER 2017 AND THE SCHEME SANCTIONED TO THE PETITION.
HEMANT SETHI & CO.
ADVOCATES FOR PETITIONERS
PH: 9820444133

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THE REGISTRAR OF COMPANIES,
MUMBAI

RECEIVED
27/08/2017

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THE REGISTRAR OF COMPANIES,
MUMBAI

RECEIVED
27/08/2017



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai
Tower, 102 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U43203MH1995PLC093041
Fresh Certificate of Incorporation consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF LODHIA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHIA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty 09th day of September One thousand nine hundred ninety five under the Companies Act, 1956 as LODHIA DEVELOPERS LIMITED and upon an intimation made to government that Public Limited Company under Section 18 of the Companies Act, 2013 and approval of Central Government signified in writing having been accorded through the Registrar of Companies - Mumbai vide SRO 078868/189 dated 14.05.2018 the name of the said company is this day changed to LODHIA DEVELOPERS LIMITED

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

V. S. MAHAJAN
Registrar of Companies
RoC - Mumbai

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

LODIA DEVELOPERS LIMITED
412, Floor - A, 17th Vallabharam Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra, India, 400001



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Tower, 102 Marine Drive, Mumbai, Maharashtra, India, 400002

Certificate of Incorporation pursuant to change of name
(Pursuant to sub-section 29 of the Companies (Incorporation) Rules, 2014)

Corporate Identification Number (CIN): U43200MH1995PLC093041

I hereby certify that the name of the company has been changed from LODHIA 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 LODHIA DEVELOPERS PRIVATE LIMITED.

Given under my hand at Mumbai this Twenty Sixth day of May two thousand eighteen.

V. S. MAHAJAN

Registrar of Companies
RoC - Mumbai

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

MACROTECH DEVELOPERS LIMITED

412, Floor - A, 17th Vallabharam Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra, India, 400001





Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: Lodha Park Plot Bearing / CTS / Survey / Final Plot No.: 464 part only at GSouth-400013, Ward GSouth, Mumbai City, 400013* registered with the regulatory authority vide project registration certificate bearing No **P51900001339** of

1. **Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, **District: Mumbai City, Pin: 400001.**
2. This renewal of registration is granted subject to the following conditions, namely:-
 - 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 (2) 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

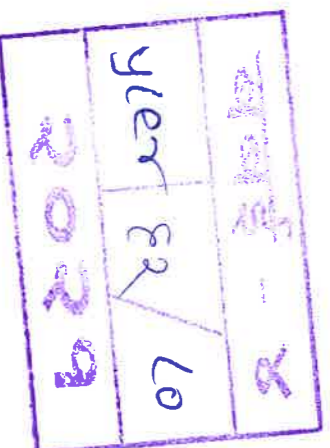
That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The registration shall be valid up to **31/03/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: **16/04/2020**
Place: **Mumbai**



Signature valid
Digitally Signed by
Dr. Vasant Preremchand Prabh
Signature (Secretary) Maharashtra Real Estate Regulatory Authority
Date: 16/04/2020 10:50:48



घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / नमिता बक्षी या द्वारे घोषित करतो की, दुय्यम निबंधक मुंबई-४ यांचे कार्यालयात कनकलता या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. अभिषेक लोढा / स्मिता घाग यांनी दिनांक 25/06/2019 रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, दर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्यदे शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

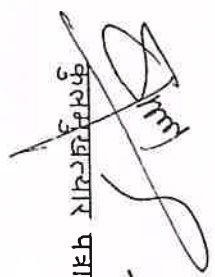
ठिकाण

: मुंबई

दिनांक

: ०७/०६/२०२१

सही


कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



५१५५	६३	६०
२०२१		

घोषणापत्र

मी, पंढरी केसरकर / रामनाथ रावल / राहुल वंडेकर / प्रमोद झांबळे / प्रताप सातवेकर / शैलेश मोरे या द्वारे घोषित करतो की, दुय्यम निबंधक मुंबई-४ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. सुरेन्द्रन नायर / पॅट्रिक मोनिस / नमिता बक्षी यांनी दिनांक 25/06/2019 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्यवे शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण

मुंबई

दिनांक

०७/६/२०२१



सही

(Signature)

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

२	०७/६/२०२१	२०२१
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एच.एच.ए.सी. ४/१८
२०१९

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We 1) MACROTECH DEVELOPERS LIMITED (formerly known as Lodia Developers Limited), 2) PALAVA DWELLERS PRIVATE LIMITED, both companies incorporated and registered under the provisions of the Companies Act, 1956 and having their registered address at 412, Floor-4, 17C Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001, hereinafter collectively referred to as "the said Companies", who, in execution of their powers and authority conferred upon them by the said Companies, do hereby confer and assign to the undersigned the powers and authority as hereinafter stated and which the said Attorneys have agreed to do.

WHEREAS:

- The said Companies are engaged in business of real estate and property development and constructing various buildings comprised of residential and commercial premises/ structures and selling such residential and commercial premises/ structures and elsewhere in India.
- The Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Lease and License Agreements, Lease Deeds and such other documents and instruments/ documents/ purchasers for the sale/transfer/lease of such residential and commercial premises/ structures are required to be signed, executed, admitted, lodged and registered before the concerned sub-Registrar of Assurances from time to time. In order to facilitate the same, the said Companies are desirous to appoint (1) Mr. Surendran Nair and (2) Mr. Patrick Monk (3) Ms. Namita Bakshi (hereinafter collectively referred to as "Attorneys" and individually as "Attorney") jointly and/or severally to represent the said Companies as is hereinafter stated and which the said Attorneys have agreed to do.
- Pursuant thereto, the said Companies hereby appoint (1) Mr. Surendran Nair (Sr. Vice President) and (2) Mr. Patrick Monk (Associate General Manager) and (3) Ms. Namita Bakshi (Dy. Vice President), jointly and/or severally, as their true and lawful attorney/s to do all of any of the following acts, deeds, matters and things as may be necessary in respect of the Agreements and such other transfer and related documents within favour of the prospective purchasers in the manner appurtenant hereinafter.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS THAT we 1) MACROTECH DEVELOPERS LIMITED - Mr. ADHISHKHEE LODHA, 2) PALAVA DWELLERS PRIVATE LIMITED - Ms. SMITA GHAG, both addnl, Indian inhabitants, and one of the directors of the said Companies, having their office address at 412, Floor-4, 17C Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 doth hereby nominate, constitute and appoint (1) Mr. Surendran Nair (Sr. Vice President) company executive, Indian inhabitant, having his office address at 412,

A P M A

Confirmation, relating to the sale/transfer/license of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

- To appear and admit execution before the concerned Sub-Registrar of Assurances of the Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

THE SEAL OF THE JOINT SUB-REGISTRAR OF THE GUJARATI COMMUNITY, MUMBAI

For the better doing performing and executing all the matters and things aforesaid herein, I, the undersigned, do hereby grant unto the Attorneys full power and authority, which shall be valid and proper and to be able by or any of the powers and authorities and to do all acts, things, matters and things, under this Special Power of Attorney and to revoke such appointments from time to time and to substitute or appoint any other person in his place and to do all the above matters from time to time as they think fit and/or proper subject to terms

एच.एच.ए.सी. ४/१८
२०१९

AND GENERALLY to do all acts, deeds, matters or things relating to the execution and registration of the Agreements to Sell/Agreement to Assign/ E-registration Agreements to Sell/Lease and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer/license of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreement to Assign/ E-registration Agreements to Sell/ Lease and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation entirely at the risk and cost of the said Attorney/s.

PROVIDED that nothing withstanding anything herein before contained, the said Attorneys shall always act within and not outside the instructions or directions received by them from the management of the said Companies and the said Companies hereby agree to ratify and confirm all acts and things lawfully done by the said Attorneys pursuant to the powers and authority herein conferred.

एच.एच.ए.सी. ४/१८
२०१९

Floor-4, 17C Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 and (2) Mr. Patrick Monk (Associate General Manager) company executive, Indian inhabitant, having his office address at 412, Floor-4, 17C Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 and (3) Ms. Namita Bakshi (Dy. Vice President) company executive, Indian inhabitant, having his office address at 412, Floor-4, 17C Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (hereinafter collectively referred to as "Attorneys" and individually as "Attorney") jointly and/or severally, as their true and lawful attorney/s to do following acts, deeds, matters and things and to exercise all or any of the powers and authorities hereinafter conferred that it is to say:

- To execute the Letters of Allotment for the purpose of sale and allotment of residential and commercial premises/ structures in the buildings constructed by the said Companies in various development projects in favour of the prospective purchasers.
- To execute Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Lease and License Agreements, Lease Deeds relating to the sale/transfer/license of the residential and/or commercial units in the various buildings constructed by the said Companies and to execute other ancillary and incidental documents, papers, forms and instruments/ documents/ purchasers for the sale/transfer/lease of such residential and/or commercial units to sell and/or Lease and License Agreements and/or Lease Deeds of Rectification or Cancellation or Confirmation or other documents, papers, forms and instruments/ documents/ purchasers for the sale/transfer/lease of the residential and/or commercial units to enable the prospective purchasers from the banks and financial institutions for the purpose of the payment of the consideration payable by such prospective purchasers to the said Banks, without making any monetary or other commitments or any other financial arrangements, in whole or in part, in favour of the said Banks or any other financial institution.
- To present and lodge for registration with the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Lease and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation or other documents, papers, forms and instruments/ documents/ purchasers for the sale/transfer/lease of the residential and/or commercial units in the various buildings constructed by the said Companies.



Deed
एच.एच.ए.सी. ४/१८
२०१९



THE SEAL OF THE JOINT SUB-REGISTRAR OF THE GUJARATI COMMUNITY, MUMBAI

A P M A

This Power of Attorney shall remain valid and in force till the same is revoked or cancelled by all or any one of the said Companies and/or so far as the Attorneys are in employment with any of the said companies and this Power of Attorney will be used for company registration only.

IN WITNESS WHEREOF the said Companies have hereunto set and subscribed their respective seals to this Power of Attorney on this 20th day of June 2019.

SIGNED AND DELIVERED By the within named
MACROTECH DEVELOPERS LIMITED
(formerly known as Lodia Developers Limited)
Through its Director
MR. ADHISHKHEE LODHA
In the presence of
1) 
2) 

SIGNED AND DELIVERED By the within named
PALAVA DWELLERS PRIVATE LIMITED
Through its Director
MS. SMITA GHAG
In the presence of
1) 
2) 

ATTESTED SIGNATURE AND PHOTOGRAPH OF THE REGISTERED ATTORNEY HOLDER

Sr.No.	Name	Signature	Photograph
1.	Mr. Surendran Nair		
2.	Mr. Patrick Monk		
3.	Ms. Namita Bakshi		

MACROTECH DEVELOPERS LIMITED

16th Floor, 104, Link Road, Alamburt, Mumbai 400 011, India.

GENUINE TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF MACROTECH DEVELOPERS LIMITED AT ITS MEETING HELD ON JUNE 14, 2019 AT 11:30 AM AT FLOOR, LODHA EXCELU, APOLLO MILLS COMPOUND, N, M. JOSHI MARG, MUMBAI 400 031;

AUTHORITY FOR SIGNING POWER OF ATTORNEY

"RESOLVED THAT in pursuance to the order resolution passed on May 15, 2017 by the Executive Committee of the Board, contents of the committee be and it be hereby accorded to the General Power of Attorney in form of a deed, executed by Mr. Namta Babaji and Mr. Parthiv Mohit Deshpande, the Authorised signatories of the Company, in relation to the above mentioned resolution, agenda and things as more particularly specified in the Special Power of Attorney.

RESOLVED FURTHER THAT the said Special Power of Attorney ("Special"), as stated before the Registrar of Companies, Mumbai City, Maharashtra, India, is hereby authorised to sign, execute and complete the registration of the said Special Power of Attorney and things, as may be required in this regard.

RESOLVED FURTHER THAT the Authorised signatories be and are hereby also severally and jointly and severally authorised to sign, execute and complete the registration of any other documents as may be required in this regard.

RESOLVED FURTHER THAT the resolution shall be valid till the time the authorised signatories are discharged from their duties in relation to the above mentioned resolution.

RESOLVED FURTHER THAT any one Director of the Company along with any one of the Authorised signatories of the Company and any one of the Company Secretary of the Company, be and are hereby authorised to sign, execute and complete the registration of the resolution as mentioned above and any other documents as may be required in this regard.

For Macrotech Developers Limited

Santosh Rangnath
Company Secretary
Membership No.: F1434

June 14, 2019



[Formerly known as Lodha Developers Limited]
Regd. Off: 412, Plot-4, 170, Vaidyanath Chambers, Chawlji Road Road, Worli, Mumbai-40001
Tel: +91 22 41231401 Fax: +91 22 22024143
CIN: L45200MH1997PLC092611 Website: www.macrotech.org

PALAVA DWELLERS PRIVATE LIMITED

[Formerly known as Pwv Trading Private Limited]
Lodha ExceLU, Plot 4, 170, Vaidyanath Chambers, Mumbai 400 011, India.

GENUINE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED AT ITS MEETING HELD ON 11 JUNE, 2019 AT LODHA EXCELU, APOLLO MILLS COMPOUND, M.M. JOSHI MARG, MUMBAI, INDIA - 400 031;

AUTHORITY TO SIGN POWER OF ATTORNEY

"RESOLVED THAT content of the Board be and it be hereby accorded to the Special Power of Attorney in favour of Mr. Santosh Nhat, Mr. Namta Babaji and Mr. Parthiv Mohit Deshpande, the Authorised signatories of the Company, in relation to the above mentioned resolution, agenda and things as more particularly specified in the Special Power of Attorney.

RESOLVED FURTHER THAT the said Special Power of Attorney ("Special"), as stated before the Registrar of Companies, Mumbai City, Maharashtra, India, is hereby authorised to sign, execute and complete the registration of the said Special Power of Attorney and things, as may be required in this regard.

RESOLVED FURTHER THAT the authorised signatories be and are hereby also severally and jointly and severally authorised to sign, execute and complete the registration of any other documents as may be required in this regard.

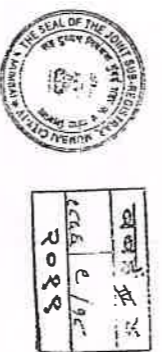
RESOLVED FURTHER THAT the resolution shall be valid till the time the authorised signatories are discharged from their duties in relation to the above mentioned resolution.

RESOLVED FURTHER THAT any one Director of the Company along with any one of the Authorised signatories of the Company and any one of the Company Secretary of the Company, be and are hereby authorised to sign, execute and complete the registration of the resolution as mentioned above and any other documents as may be required in this regard.

For Palava Dwellers Private Limited

Santosh Rangnath
Company Secretary
DIR: 02442332

14th June, 2019



Regd. Off: 412, Plot-4, 170, Vaidyanath Chambers, Chawlji Road Road, Worli, Mumbai-40001
Tel: +91 22 41231401 Fax: +91 22 22024143
CIN: L45200MH1997PLC092611 Website: www.macrotech.org



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Office of the Registrar of Companies

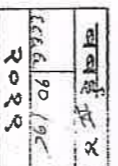
Excel, 104 Kurjar Drive, Mumbai, Maharashtra, India, 40002

Certificate of Incorporation pursuant to change of name
[Form No. INC-29 of the Companies (Incorporation) Rules, 2014]

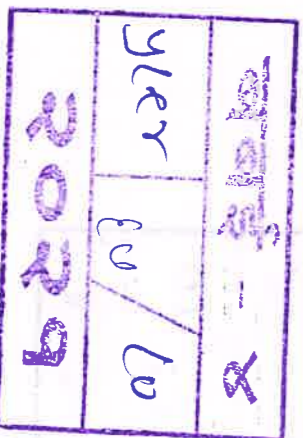
Corporate Identification Number (CIN): L45200MH1997PLC092611

I hereby certify that the name of the company has been changed from **LODDHA 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 **LODDHA DEVELOPERS PRIVATE LIMITED**, this on under my hand in Mumbai this Twenty fourth day of May Two thousand Nineteen.



Registrar of Companies
Mumbai
Regd. - Mumbai



Mailing Address as per record available in register of companies of the company is as follows:
MACROTECH DEVELOPERS LIMITED
412, Plot-4, 170, Vaidyanath Chambers, Chawlji Road Road, Worli, Mumbai-40001
Maharashtra, India, 40001

30/07/2019
 Tuesday, June 25, 2019
 1:57 PM

From: 45178.Simplifile@idbi.com
 To: 45178.Simplifile@idbi.com

Subject: GRN Receipt for GRN MH001925237201920

Dear Sir,

Reference is made to your email dated 25/06/2019.

As per the details provided, the amount of Rs. 1,00,00/- has been debited from your account on 25/06/2019.

The amount of Rs. 1,00,00/- has been credited to your account on 25/06/2019.

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Page 1 of 1

CHALLAN
 MFR Form Number - 2

GRN NUMBER: MH001925237201920
 Department: GRN
 Receipt ID: 25062019003900

Form ID: 25062019

Payment ID (if any): PAN-AAACLU1907

Bank Name: State Bank of India
 Branch: State Bank of India
 City: Mumbai

Amount in Rs. 1,00,00/-

Object: 25062019003900

Remarks (if any):

Bank CTR No.: 25062019003900

Bank Branch: State Bank of India

Branch No.: 25062019

25/06/2019
 9/95
 2019



Signature

Data of Bank Receipt for GRN MH001925237201920R
 Bank - IDBI BANK

Bank Branch: 25062019
 Pmt Trn Id: 25062019112820
 Pmt Dt/Tm: 08/03/2019 11:28:20
 Challan No: 7191/MUMBAI
 Office Name: IDBI BANK / BOML/JT SUB REGISTRAR MUMBAI CITY

3Dgty 3dgm: 00300450179
 3Dgty Amt: Rs. 50000/- (Rs Five Hundred Rupees Only)

Receipt Date: 25/06/2019
 Receipt Time: 11:28:22

Article: 40/0
 Prop Ability: Immovable
 Prop Descr: 112 4th Floor 170 Vithalwani/Chandrar Chattrapati Road, Hiranandani/Crest/Colaba
 Locality: Maharashtra
 Dist: 400001
 Sub Pmty: PAN-AAACLU1907 - Maharashtra Developers Limited
 Sub Pmty: PAN-AAACLU1907 - Maharashtra Developers Limited

Stamp: 25062019
 Date: 25/06/2019
 Time: 11:28:22

Stamp: 25062019
 Date: 25/06/2019
 Time: 11:28:22

25/06/2019
 9/95
 2019



Signature

25/06/2019
 9/95
 2019

Sl. No.	Remarks	Debitment Date	Debitment Amount
1	25062019112820	25/06/2019 11:28:22	1,00,00
2	25062019112820	25/06/2019 11:28:22	1,00,00

CHALLAN



TO ALL TO WHOM THESE PRESENTS SHALL COME, We Mr. Shankar Rao, Mr. Akhila Mehta and Mr. Nandini Mehta...

Table with 2 columns: Name, Address. Contains names of the attorneys.

- A. The said Companies are engaged in business of real estate and property development...
B. The Agreement to Sell, Agreement to Assign, Engratulation Agreement to Sell, Leave and License Agreement...
C. By Special Power of Attorney dated 20/09/2019, is duly registered with the Sub-Registrar of Assurances...

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that we Mr. SURENDHAR RAM, Mr. PATRICK MONTIS and Ms. NAMITA BASHI...

Handwritten notes in Devanagari script, including 'UQDU 9/19'.

Handwritten notes in Devanagari script, including 'UQDU 9/19'.

Form for registration details: Name, Signature, Photograph, Date (UQDU 9/19).



Signature of Mr. Shankar Rao.



Signature of Mr. Akhila Mehta.



Signature of Mr. Nandini Mehta.



IN WITNESS WHEREOF we Mr. SURENDHAR RAM, Mr. PATRICK MONTIS and Ms. NAMITA BASHI have hereunto set and subscribed our respective hands to this Power of Attorney on this 20th day of June 2019.

IN WITNESS WHEREOF we Mr. SURENDHAR RAM, Mr. PATRICK MONTIS and Ms. NAMITA BASHI have hereunto set and subscribed our respective hands to this Power of Attorney on this 20th day of June 2019.

SIGNED AND DELIVERED by the within named Mr. SURENDHAR RAM in the presence of Mr. PATRICK MONTIS...

Signatures and photographs of Mr. SURENDHAR RAM, Mr. PATRICK MONTIS, and Ms. NAMITA BASHI.



Signatures of Mr. Shankar Rao, Mr. Akhila Mehta, and Ms. Namita Bashi.



Handwritten notes in Devanagari script: 'अवकाश - 8', 'UQDU 9/19', '20/09'.



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Office of the Registrar of Companies
Evecut, 140 Marine Drive, Mumbai, Maharashtra, India, -400002

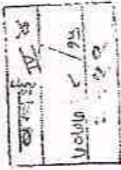
Certificate of Incorporation pursuant to change of name
Pursuant to rule - 29 of the Companies (Incorporation) Rules, 2014
Corporate Identity Number (CIN): L1250MH1999PL100304
I hereby certify that the name of the company has been changed from LODHA DEVELOPERS LIMITED to
MACROTECH DEVELOPERS LIMITED with effect from the date of this certificate and that the company is, under
by laws.

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.



Address as per record available in Register of Companies office:

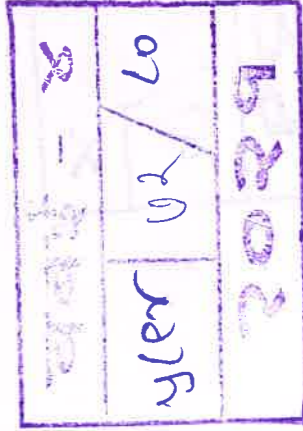
MACROTECH DEVELOPERS LIMITED
112, Floor-4, 170, Vidhansabha Chamber, Cuswaji Patel Road, Himmat Circle, Fort, Mumbai,
Maharashtra, India, -400031



1. Name of the company: MACROTECH DEVELOPERS LIMITED
2. CIN: L1250MH1999PL100304
3. Date of incorporation: 24/05/2019

4. Name of the Director: [Name obscured]
5. Address of the Director: [Address obscured]

6. Name of the Company Secretary: [Name obscured]
7. Address of the Company Secretary: [Address obscured]



1. Name of the Company: MACROTECH DEVELOPERS LIMITED

2. CIN: L1250MH1999PL100304

3. Date of Incorporation: 24/05/2019

4. Name of the Director: [Name obscured]

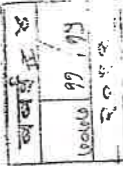
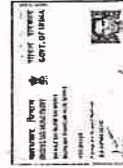
5. Address of the Director: [Address obscured]

6. Name of the Company Secretary: [Name obscured]

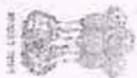
7. Address of the Company Secretary: [Address obscured]

8. Name of the Director: [Name obscured]

9. Address of the Director: [Address obscured]



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMOL AVINASH NARKAR
AVINASH KESHAV NARKAR

22/02/1985

Permanent Account Number

AGNPN7325C

Amol

Signature

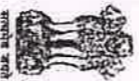


वर्ष - ४		
येर ०१	२०	
२०२१		



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
BYIPS1769M

नाम / Name
SARIKA AMOL NARKAR

पिता का नाम / Father's Name
GOPAL TIMAYYA SHETTY

जन्म की तारीख / Date of Birth
24/06/1987

हस्ताक्षर / Signature



20062017

SARIKA



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वर्ष - ४		
येर	७५	८०
२०२५		

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAYPN8403C



नाम /NAME

AVINASH KESHAV NARKKAR

पिता का नाम /FATHER'S NAME

KESHAV GANU NARKKAR

जन्म तिथि /DATE OF BIRTH

01-02-1957

Handwritten signature

हस्ताक्षर /SIGNATURE

Handwritten signature

आयकर आयुक्त (कंप्यूटर केंद्र)

Commissioner of Income-tax (Computer Operations)



Handwritten signature

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युएन	08/10
2022	9



भारत सरकार
GOVT. OF INDIA

आयकर विभाग

INCOME TAX DEPARTMENT

ASHISH AVINASH NARKAR

AVINASH KESHAV NARKAR

14/03/1989

Permanent Account Number

ATMPN2475K

Signature

ASHISH NARKAR



NARKAR

श्री	श्री	श्री	श्री
के	के	के	के
के	के	के	के
के	के	के	के



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४ - १३/१०	०१/१०	१३/१०
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508/5894
दुधवार, 07 एप्रिल 2021 1:38 म.नं.

दस्त गोबवारा भाग-1

बवई4
दस्त क्रमांक: 5894/2021

दस्त क्रमांक: बवई4 /5894/2021

बाजार मूल्य: ₹. 3,90,88,340/- मोबदला: ₹. 3,97,71,229/-

भरलेले मुद्रांक शुल्क: ₹.11,93,500/-

दु. नि. सह. दु. नि. बवई4 यांचे कार्यालयात
अ. क्र. 5894 बर दि. 07-04-2021
रोजी 1:33 म.नं. वा. हजर केला.

पावती: 6330

पावती दिनांक: 07/04/2021

सादरकरणाऱ्याचे नाव: अमोल अविनाश नारकर - -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1600.00

पृष्ठांची संख्या: 80

दस्त हजर करणाऱ्याची सही:

एकुण: 31600.00

सह दुय्यम निबंधक, मुंबई-4

सह दुय्यम निबंधक, मुंबई-4

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालात असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-बंड (डोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्रा क्र. 1 07 / 04 / 2021 01 : 33 : 30 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 07 / 04 / 2021 01 : 36 : 39 PM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर प्रसंप्रेषण हा नोंदणी कार्या १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. प्रसंप्रेषण संपूर्ण मनकर निष्कारक याकरी साक्षीदार व सोबत कोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताचा सत्यता, वैधता कायदेशीर याचा मागठा दस्त निष्कारक व कथुलीधारक हे संपूर्णपणे नबाबदार राहतील.

लिहून देणारे

लिहून घेणारे



दस्ता गोप्यवारा भाग-2

बर्बई 4
दस्ता क्रमांक: 5894/2021

07/04/2021 2 33:20 PM

दस्ता क्रमांक : बर्बई 4/5894/2021
दस्ताचा प्रकार :- काररनामा

अनु क्र.	पक्षकाराचे नाव व पता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: अमोल अविनाश नारकर - - पता: प्लॉट नं.: -, माळा नं.: -, इमारतीचे नाव: 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया, ब्लॉक नं.: -, रोड नं.: -, महाराष्ट्र, मुंबई. पॅन नंबर: AGNPN7325C	रिहिन देणार वय :- 36 स्वाक्षरी:-		
2	नाव: सारिका अमोल नारकर - - पता: -, -, 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया, -, -, वर्ली नका, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर: BYIP51769M	रिहिन देणार वय :- 33 स्वाक्षरी:-		
3	नाव: मॅकॉटिक डेव्हलपर्स लि. तर्फे कु. सु. सुरेन्द्र नापर तर्फे कु. सु. राहुल वडेकर - - पता: प्लॉट नं.: -, माळा नं.: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉनिमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं.: -, रोड नं.: -, महाराष्ट्र, मुंबई. पॅन नंबर: AAAACL1490J	रिहिन देणार वय :- 41 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथ्याकथीत काररनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र. 3 ची वेळ: 07 / 04 / 2021 02 : 28 : 07 PM

ओळख:-

खालील इसम असे निवेदीत करताना की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितानात

अनु क्र.	पक्षकाराचे नाव व पता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव: अविनाश नारकर - - वय: 62 पता: 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया पिन कोड: 400018			
2	नाव: आशिष नारकर - - वय: 32 पता: 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया पिन कोड: 400018			

शिक्का क्र. 4 ची वेळ: 07 / 04 / 2021 02 : 31 : 25 PM

शिक्का क्र. 5 ची वेळ: 07 / 04 / 2021 02 : 32 : 06 PM नोंदणी पुस्तक 1 मध्ये

सह दय्यापुस्तकात, मुंबई-4

st.	Purchaser	Type	Verification no./Vendor	Amount	At	Definite Number	क्र.पत्र Date
1	Amol Avinash Narkar	eChallan	00040572021033148597 MH0149084833202020	1193500.00	SD	0000114104202122	07/04/2021
2		DHC	0604202117919	1600	RF	0604202117919D	07/04/2021
3	Amol Avinash Narkar	eChallan	0604202117919 01440848320202020	30000	RF	0000114104202122	07/04/2021

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

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2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

5894 /2021



GRN	MH014408483202021E	BARCODE						Date	31/03/2021-08:16:15	Form ID	25.2
Department	Inspector General Of Registration		Payer Details								
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (if Any)									
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2	PAN No.(if Applicable)	AGNPN7325C								
Location	MUMBAI	Full Name	Amol Avinash Narkar								
Year	2020-2021 One Time	Flat/Block No.	A 7301 Lodha Allura Lodha Park								
Account Head Details	Amount In Rs.	Premises/Building									
0030045501 Stamp Duty	1193500.00	Road/Street	Opp Hard Rock Cafe P B Marg Worli								
0030063301 Registration Fee	30000.00	Areal/Locality	Mumbai								
		Town/City/District									
		PIN	4 0 0 0 1 3								
		Remarks (if Any)	PAN2=AAACL1490J-SecondPartyName=Macrotech Developers Limited--CA=39771229								
		Amount In	Twelve Lakh Twenty Three Thousand Five Hundred Rup								
		Words	ees Only								
Total	12,23,500.00										
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK									
	Cheque-DD Details	Bank CIN	Ref. No.	00040572021033158597	IK0BBKAAP5						
	Cheque/DD No.	Bank Date	RBI Date	31/03/2021-08:24:18	Not Verified with RBI						
	Name of Bank	Bank-Branch	STATE BANK OF INDIA								
	Name of Branch	Scroll No. , Date	Not Verified with Scroll								

Department ID : Mobile No. : 9222057623
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
संदर् चलन केवल दस्तावेज निबन्धक कार्यालयगत सीटिंग कार्यालयका दस्तावेजी लागू आहे. नोदणी न कार्यालयका दस्तावेजी संदर् चलन लागू नाही.