

508/5894

पावती

Original/Duplicate

Wednesday, April 07, 2021

नोंदणी क्र. :39म

1:38 PM

Regn.:39M

पावती क्र.: 6330 दिनांक: 07/04/2021

गावाचे नाव: लोअर परेल

दस्तऐवजाचा अनुक्रमांक: बबई4-5894-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: अमोल अविनाश नारकर --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1600.00

पृष्ठांची संख्या: 80

एकूण:

रु. 31600.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:56 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, मुंबई-4

बाजार मुल्य: रु.39088340.478 /-

मोवदला रु.39771229/-

भरलेले मुद्रांक शुल्क : रु. 1193500/-

सह, दुय्यम निबंधक वर्ग - २
मुंबई शहर क्र. ४

1) देयकाचा प्रकार: DHC रक्कम: रु.1600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0604202117919 दिनांक: 07/04/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014408483202021E दिनांक: 07/04/2021

बँकेचे नाव व पत्ता:



07/04/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 5894/2021

नोंदणी :

Regn:63m

गावाचे नाव : लोअर परेल

(1) विलेख चा प्रकार	करारनामा
(2) मोवदला	39771229
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	39088340.478
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 7301, माळा नं: 73वा मजला, इमारतीचे नाव: ॲल्युरा ए-विंग लोढा पार्क, ब्लॉक नं: हार्ड रॉक कॅफे समोर,वरळी,मुंबई, रोड : पी. बी. मार्ग, इतर माहिती: सोबत एक कार पार्किंग((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 करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मॅक्रोटेक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वंडेकर -- वय:-41; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला,17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-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, -, -, बर्ली नका, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400018 पॅन नं:-BYIPS1769M
(9) दस्तऐवज करून दिल्याचा दिनांक	31/03/2021
(10) दस्त नोंदणी केल्याचा दिनांक	07/04/2021
(11) अनुक्रमांक, खंड व पृष्ठ	5894/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1193500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	




मुल्यांकनासाठी विचारात घेतलेला तपशील:-

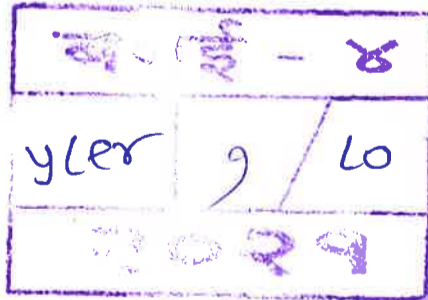
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह. मु. नि. मुंबई शहर क्र. ४
पक वर्ग - २

Pre-Registration summary(नोंदणी पूर्व गोषवारा)

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20210407226			07 April 2021,10:05:32 AM	
मूल्यांकनाचे वर्ष	2021				
जिल्हा	मुंबई(मेन)				
मूल्य विभाग	12-लोअर फेल्ट डिन्हीजन				
उप मूल्य विभाग	12/91Hभूभाग :पूर्वेस ना म जोशी मार्ग, पश्चिमेस शिवराम शेठ अमृतवार मार्ग, उत्तरेस पांडूरंग बुधकर मार्ग व दक्षिणेस गणपतराव कदम मार्ग				
सल्ले नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#464				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	भोजमापनाचे एकक
129420	327610	374860	439100	327610	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	91.256चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	मूल्यदर/बांधकामाचा दर -	Rs.327610/-
उद्वाहन सुविधा-	आहे	मजला -	31st floor And Above	कार्पेट क्षेत्र-	82.96चौरस मीटर
प्रकल्पाचे क्षेत्र-	2 to 10 hecter				
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %).				
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करीता प्रति चौ. मीटर दर = Rs.343990.5/-				
मजला निहाय घट/वाढ	= 120% apply to rate= Rs.412788/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)				
	= (((412788-129420) * (100 / 100))+129420)				
	= Rs.412788/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र				
	= 412788 * 91.256				
	= Rs.37669381.728/-				
E) बंदिस्त वाहन तळाचे क्षेत्र	13.75चौरस मीटर				
बंदिस्त वाहन तळाचे मूल्य	= 13.75 * (412788 * 25/100)				
	= Rs.1418958.75/-				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तक्त्याचे मूल्य + मेहेनत मजला क्षेत्र मूल्य + लगतच्या गळीचे मूल्य + वरील गळीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकती				
	= A + B + C + D + E + F + G + H + I				
	= 37669381.728 + 0 + 0 + 0 + 1418958.75 + 0 + 0 + 0 + 0				
	=Rs.39088340.478/-				

Home Print 

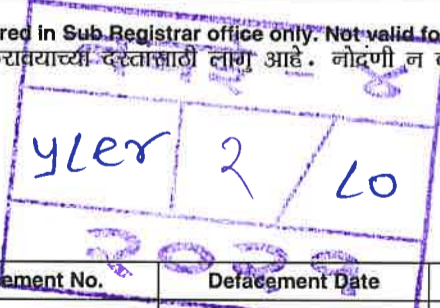




CHALLAN
MTR Form Number-6



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)					
				PAN No.(If Applicable)		AGNPN7325C			
Office Name BOM2_JT SUB REGISTRAR MUMBAI CITY 2				Full Name		Amol Avinash Narkar			
Location MUMBAI				Flat/Block No.		A 7301 Lodha Allura Lodha Park			
Year 2020-2021 One Time				Premises/Building		Opp Hard Rock Cafe P B Marg Worli			
Account Head Details			Amount In Rs.						
0030045501 Stamp Duty			1193500.00		Road/Street				
0030063301 Registration Fee			30000.00		Area/Locality				
					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 IKOBBKAAP5	
Cheque/DD No.				Bank Date		RBI Date		31/03/2021-08:18:43 Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date		91 , 31/03/2021			
Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दफ्तरी निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.						Mobile No. :		9222057623	
Challan Defaced Details									
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount				
1	(IS)-508-5894	0000114104202122	07/04/2021-19:37:50	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 0000000000, 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 sbiepay

Payment Date 06/04/2021

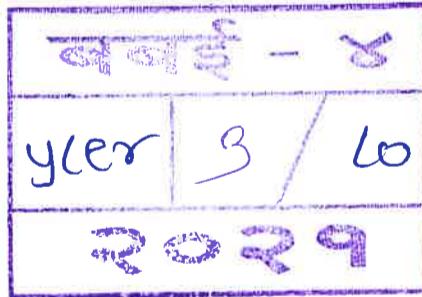
Bank CIN 10004152021040613745

REF No. 202109685337320

Deface No 0604202117919D

Deface Date 07/04/2021

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





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)	
		PAN No.(If Applicable)	AGNPN7325C
Office Name BOM2_JT SUB REGISTRAR MUMBAI CITY 2		Full Name	Amol Avinash Narkar
Location MUMBAI			
Year 2020-2021 One Time		Flat/Block No.	A 7301 Lodha Allura Lodha Park
Account Head Details		Premises/Building	
0030045501 Stamp Duty	Amount In Rs. 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
Total	12,23,500.00	Words	ees Only
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 :

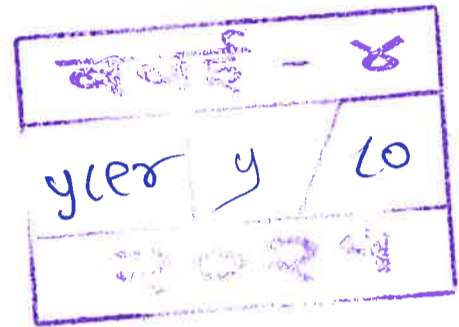
Mobile No. : 9222057623

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

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

Narain
Asst

ब-ई - ४
yler n / 6
२०२१



Narkar

S. S. S.

AGREEMENT TO SELL

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

BETWEEN:

MACROTECH DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Mumbai Fort -400001,, hereinafter referred to as "**THE COMPANY**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;

AND

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, BYIPS1769M** 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**"

Narkar

9

S. S. S.

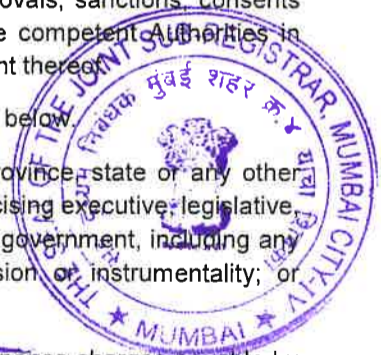
WHEREAS:

- 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.



Handwritten signature in blue ink: **yler & Co**
Date: **2029**

Handwritten signature in blue ink: **Nayan**

Handwritten signature in blue ink: **8/2/2029**

Handwritten mark in blue ink: **7**

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 / silt / 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).

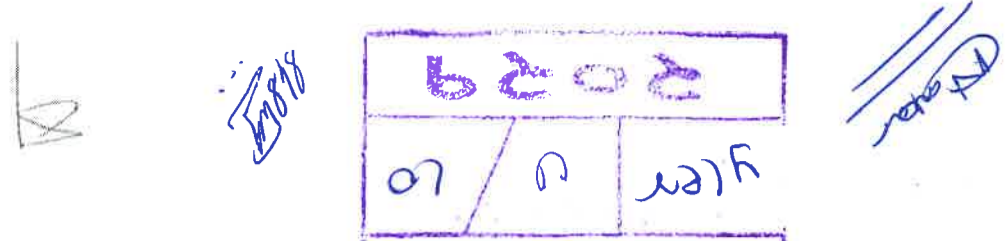
1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.

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 written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).

1.21. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.



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

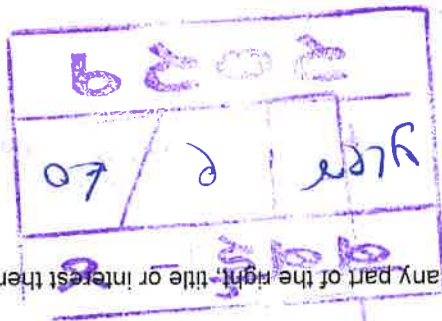


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- 1.34. "Liquided Damages" shall mean an amount equivalent to 20% (twenty per cent) of the Total Consideration.
- 1.35. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.36. "Maintenance Related Amounts" shall include the amounts 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 EBT 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)**.
- RERA shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules thereunto and / or the rules / regulations.
- 1.45. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.46. "Special 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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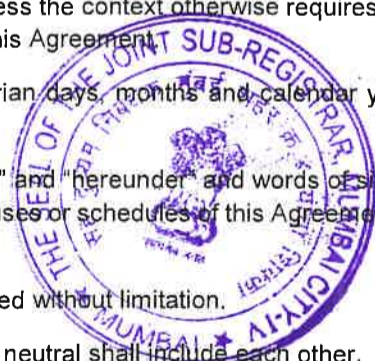
- b. the benefit of this Agreement; and, or,
- c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25% (twenty five per cent) of the voting rights and, or, economic interest;
- d. in case the Purchaser 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.

2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
 - a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.



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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 fulfill 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. Nature and particulars of fixtures, fittings and amenities.

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

4. AGREEMENT TO SELL AND CONSIDERATION

4.1. The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the 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.

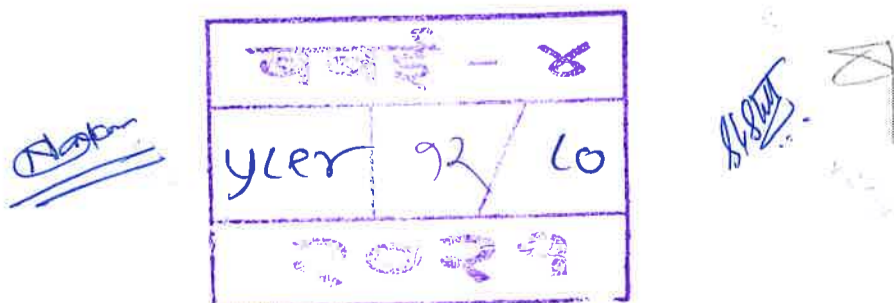
- 4.3. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
- Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6 (Unit and Project Details)**, without any delay or demur for any reason whatsoever;
 - Shall observe all covenants, obligations and restrictions stated in this Agreement; and
 - 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:
- Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
 - Secondly**, towards Interest due as on the date of payment;
 - 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
 - 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).

5. 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



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 balconies/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 persons in the manner as the Company may deem fit and proper.

SECURITIZATION OF THE TOTAL CONSIDERATION

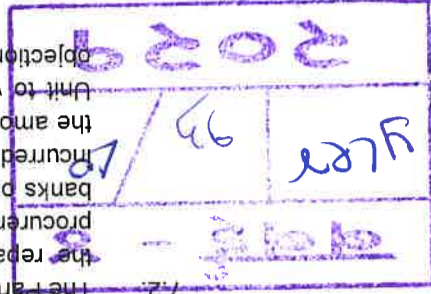
6.1. The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilize or deal with the Total Consideration or any part portion thereof (whether or not the Company is in 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, utilize 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 shall be treated as being towards the fulfillment of the obligations of the Purchaser under this Agreement to the extent of such payment.

LOANS AGAINST THE UNIT

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

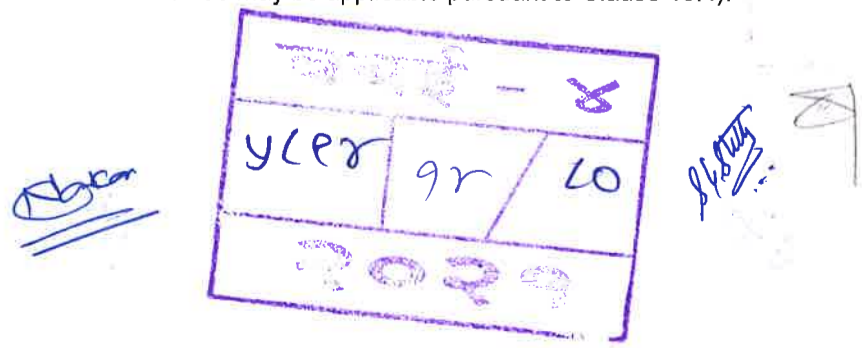
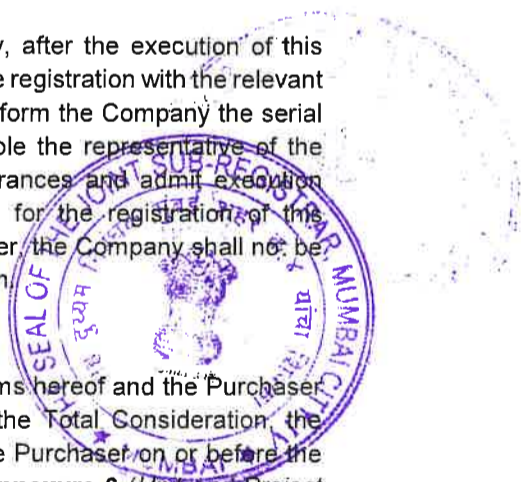
- 8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6 (Unit and Project Details)** hereto within the Project/Larger Property. The Purchaser is aware that the Company has in the like manner allocated/ shall be 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 this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. POSSESSION

- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including 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).



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

11.2.1. Default / Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to), making payment of all due amounts as per Payment Schedule set out at Annexure 6 (Unit and Project Details) (and 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. Company shall have right to terminate this Agreement only in the following circumstances:

Company's Right to Terminate

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.

TERMINATION

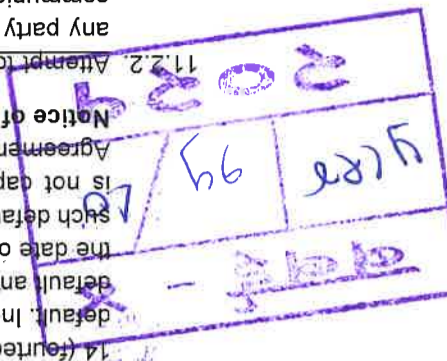
For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

- 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.

10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:

10.3. 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.

10.2. 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.



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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 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

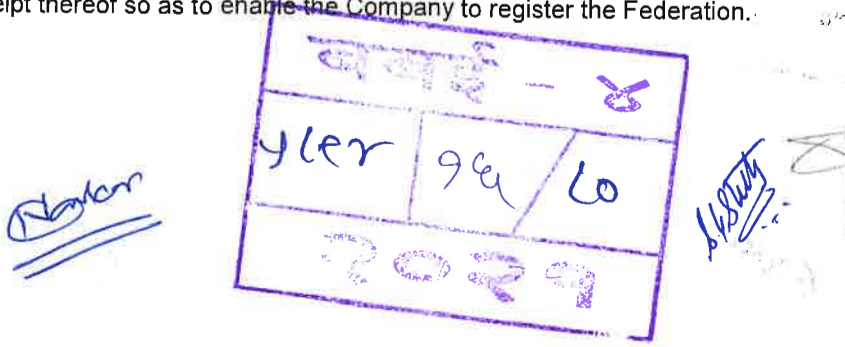
- 12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession or such shorter period as permissible under Applicable Law, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever 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.



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, additional FSI due to change in Applicable Law or policies / 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.

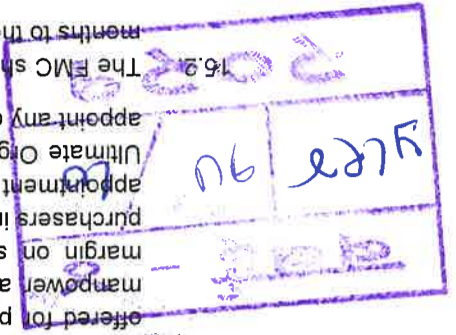
14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in 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, GAM 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.

15.2. 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:



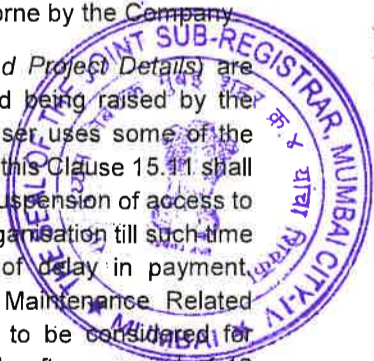
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- a. the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
 - b. the BCAM Charges and FCAM charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (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.

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. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the



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18. 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.

INDIRECT TAXES AND LEVIES

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

INTEREST

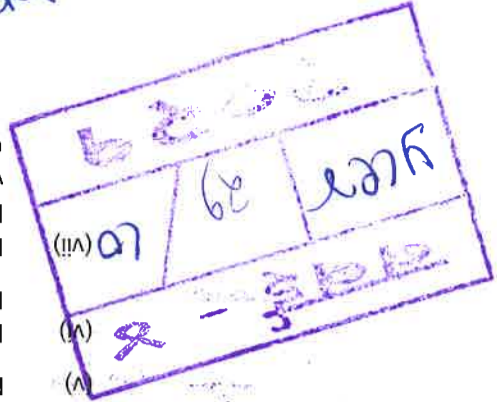
19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.32) on all the amounts, including the Total Consideration or any part thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser 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.

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:

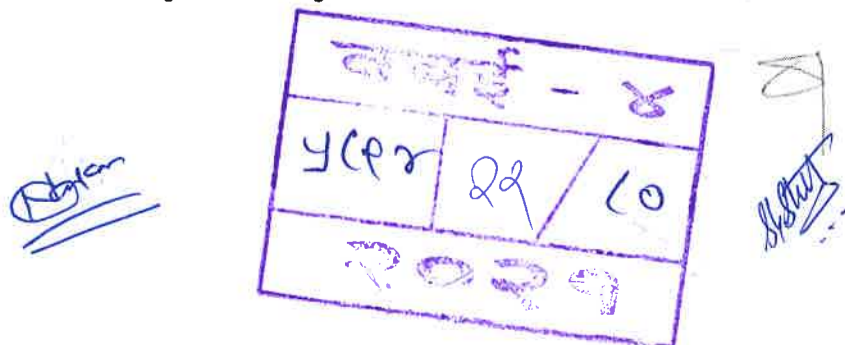
a. To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organisation / Federation or concerned local 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, facade and/or services of the units/wing (including but not limited to not, making any change or to alter the windows and/or grills provided by the Company);
- (ii) Not make any changes to the common area/lobby and structural changes in the Building;
- (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
- (v) Not change the location of the wet/waterproofed areas;
- (vi) Not make any alteration in the elevation and outside color scheme of the Building;
- (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate 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



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

1. 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.

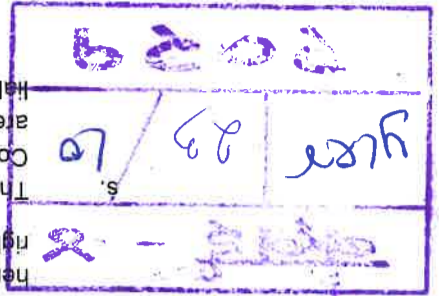
o. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz., user for any purposes other than for residential or otherwise.

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 unit/s 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, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate 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.

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 dispute 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.

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.

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: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be *non-est*/null and void.

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

23.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

23.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company ("**Arbitrator**").

23.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

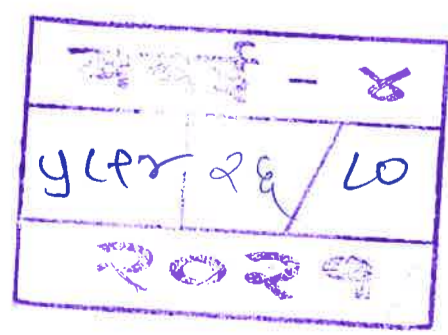
23.5. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

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.

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 _____

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In the presence of:

1. *[Handwritten signature]*
2. *[Handwritten signature]*

[Handwritten signature]



SIGNED AND DELIVERED

By the within named Purchaser
Amol Avinash Narkar
Sarika Amol Narkar

In the presence of:

1. *[Handwritten signature]*
2. *[Handwritten signature]*

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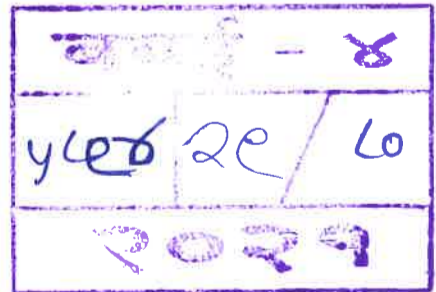


Annexure 1

(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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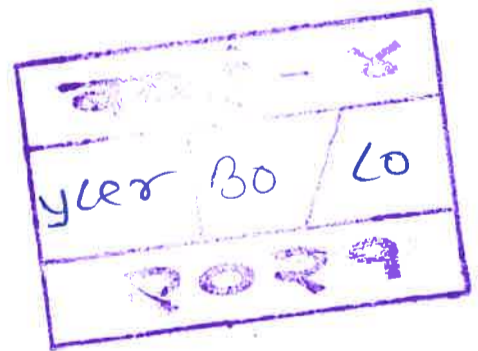
Annexure 2

(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 thereabouts (herein referred to as "Larger Property").
2. By Order dated 18 October 2017, the National Company Law Tribunal sanctioned the scheme of amalgamation of Jawala Real Estate Private Limited with Lodha Developers Private Limited, (now 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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SECOND SUPPLEMENTAL REPORT ON TITLE

12
Re: All the plots and parcels of land measuring 63,724.12 sq. meters...
1. This is my Second Supplemental Report on Title in my Report on Title dated 17th September 2014...
2. With a view to update my advanced Report on Title to ascertain the financial transactions executed and required by the Joint Promoters...
3. Under Clause 15 (a) and (b) of my Report on Title dated 17th September 2014, I have inter alia referred to the details of mortgage relief 21st October 2012 and November 2012...
4. In the course of a view, the mortgages referred under Clause 15 (a) and (b) of my Report on Title dated 17th September 2014 have been reviewed by and under

- (i) Release Deed dated 31st July 2015 executed and registered under No. BBE3-1744/2015...
(ii) AJM dated 27th July 2015...
(iii) AJM dated 27th July 2015...
(iv) AJM dated 27th July 2015...
(v) AJM dated 27th July 2015...



THIRD SUPPLEMENTAL REPORT ON TITLE

Re: All the plots and parcels of land measuring 63,724.12 sq. meters...
1. This is Third Supplemental Report on Title in my Report on Title dated 17th September 2014...
2. With a view to update my advanced Report on Title to ascertain the financial transactions executed and required by the Joint Promoters...
3. Therefore, 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 further Deeds of Mortgage (which are set out as follows).

- (i) By a Second Supplemental Report in Clause 5 (c) I have referred to the fact that the said Company has availed of credit facilities on the security of Tower 1, 5, 6 and 7...
(ii) By a Deed of Mortgage dated 23rd November 2015 executed by Jewels Real Estate Private Limited as Mortgagee/Borrower of the One Part and IDBI Trustee Services Limited as Security Trustee of the Other Part...
(iii) Under Letter dated 15th May 2017 by Koka Mahindra Investments approached to the Company...

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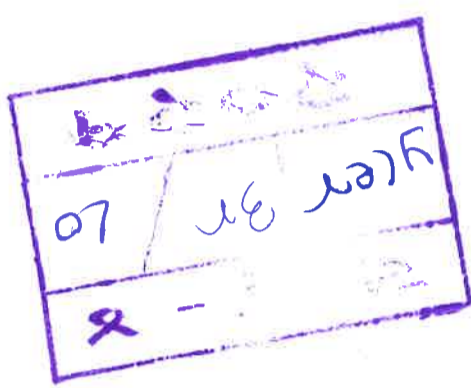
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(iii) Under Letter dated 15th May 2017 by Koka Mahindra Investments approached to the Company...

ABSTRACT

- 1. All that piece and parcels of land... 2. I have prepared draft Certificate of Incorporation... 3. Hence, my Report on Title dated 17th September 2014...

Date: 26th March, 2015

Advocate High Court, Bombay



REPLY TO SUPPLEMENTAL REPORT ON TITLE

- 1. This is first Supplemental Report on Title dated 17th September 2014... 2. In the said Report on Title, reference is made to the... 3. In the course of Title on 26th November 2014... 4. Thereafter, on 16th November 2014 an Order has been passed...

REPLY TO SUPPLEMENTAL REPORT ON TITLE

- 1. I have based on the instructions of my client... 2. I have been requested by the developer... 3. By a Certificate of Incorporation... 4. By indenture of Mortgage dated 2nd February 2010... 5. I have taken notice of the fact that... 6. Apart from the above, there are no further mortgages...

Date: 26th March, 2015

Page 2 of 7

REPLY TO SUPPLEMENTAL REPORT ON TITLE

- 5. I have taken notice of the fact that... 6. Apart from the above, there are no further mortgages... 7. Subject to what is stated hereinabove... 8. Thus, my Report on Title dated 17th September 2014 stands modified...

Date: 16th June, 2015

Advocate High Court, Bombay



- 5. In view of the above I hereby certify that Maritech Developers Limited is now the owner of the said property... 6. In the premises aforesaid, my Report on Title and Supplemental Report stands modified and returned as corrected accordingly.

Date: 16th June, 2015

Advocate High Court, Bombay

Annexure 4
(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1 .	Intimation of Disapproval	24 January 2006	EB/1342/GS/A	Municipal Corporation of Grater Mumbai
2 .	Amended approval letter	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

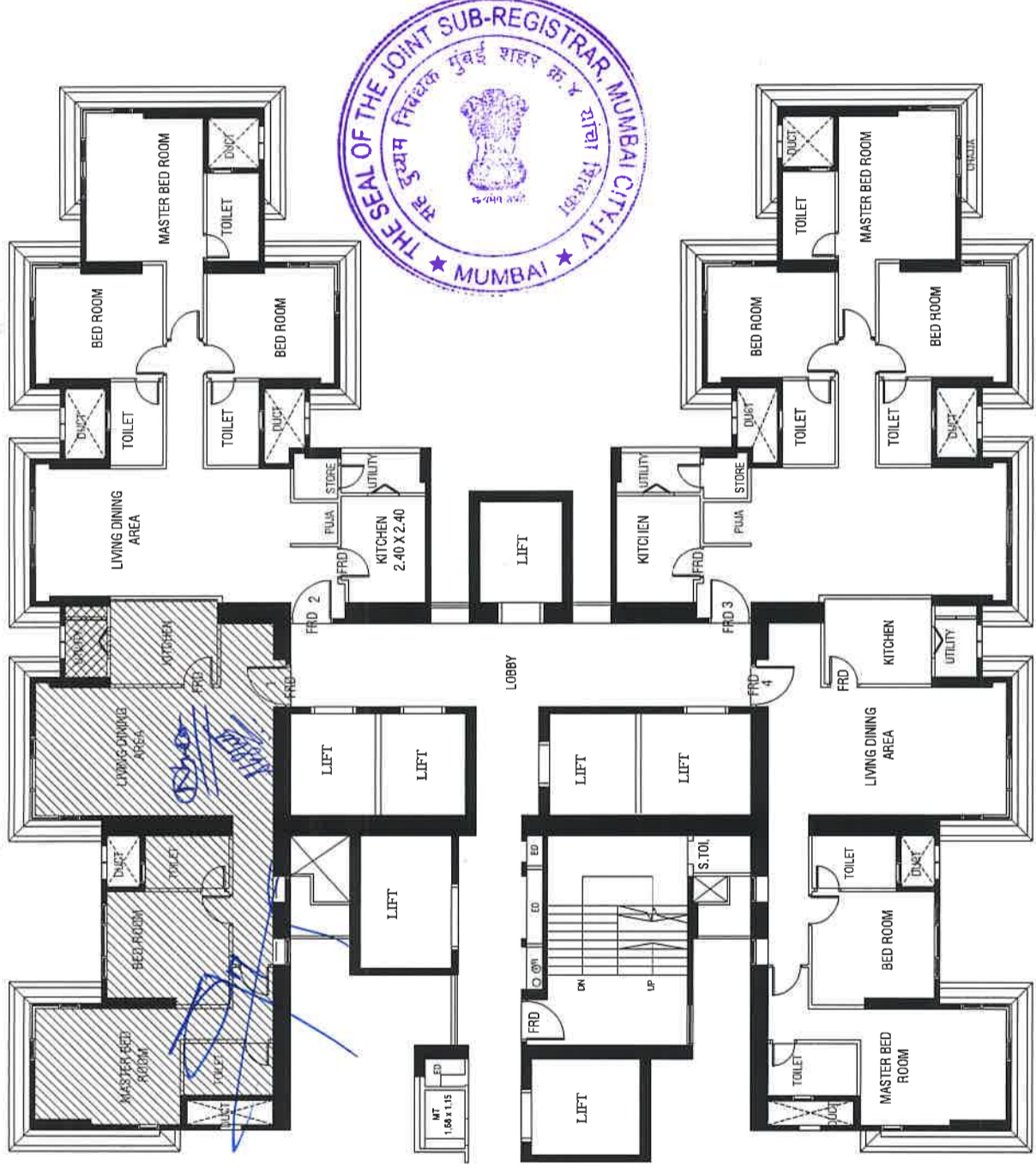
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ANNEXURE - 5



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

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

NOTE :- NOT TO SCALE. FOR ACCURATE MEASUREMENTS OF CARPET AREA PI FASE 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 BUILDING A BETTER LIFE	DEVELOPERS MACROTECH DEVELOPERS LTD 412, FLOOR 4, 17G VARDHAMAN CHAMBER, CAWASJI PATEL RD, HORNIMAN CIRCLE, FORT, MUMBAI 400001		NORTH 	ARCHITECT
	LEGEND CARPET EVBT			

Abhar

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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

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

(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):

1. 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.

Abhinav

B

6/5/21

- (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:
- 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.
 - Connection and related expenses: Rs. 1,38,000/- (Rupees One lakh Thirty-Eight Thousand Only).
 - Pipes Gas connection and related expenses (if applicable): Rs. 89,000/- (Rupees Eighty-Nine Thousand Only).
 - Share Money: Rs. 1,050/- (Rupees One Thousand Fifty Only).

- BCAM Charges: Rs. 2,35,485/- (Rupees Two Lakh Thirty-Five Thousand Four Hundred Eighty-Five Only) covering period of 18 months from DOP.
- 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.
- Property Tax (Estimated): Rs. 97,086/- (Rupees Ninety-Seven Thousand Eighty-Six Only) covering period of 18 months from DOP.
- 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.

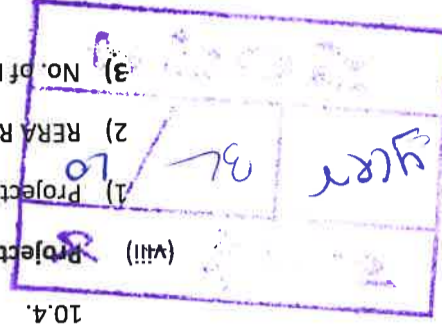
The number of family members eligible for club membership are:

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

(viii) **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:**

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



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Annexure 7

(Common Areas and Amenities)

Inside Homes:

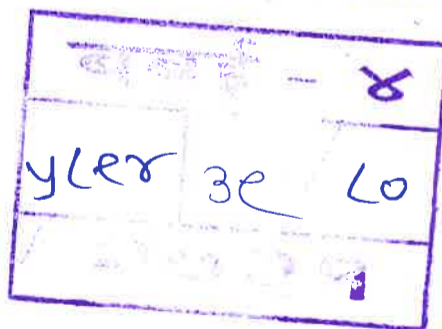
- Air-conditioned* homes with split units.
- Imported marble flooring entire house (living/dining, puja, passage and Bedrooms).
- Vitrified tiles in kitchen and ceramic tiles in utility, store and service Areas.
- All toilets floors finished in imported marble.
- European bath fittings: Duravit / Laufen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

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



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

Facility list:

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

- 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



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 Bapat 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-1 for 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 Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Girish Purushotam Dravid**, **RCC Consultant**, Lic. No. **STR/D/59** and Shri. **SANDEEP T. KAKAD**, **Site supervisor**, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **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.

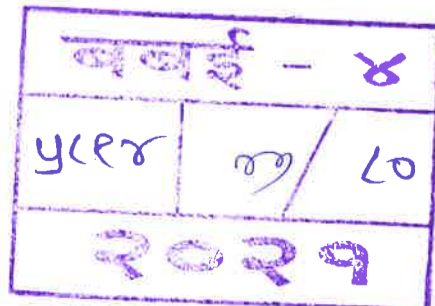
Copy To :

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 ANANDRAO
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/3373/Amend dated 08.12.2020

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

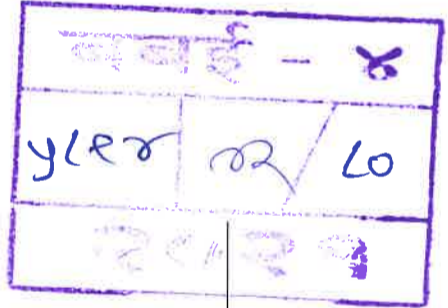
CC (Owner),
 M/s. Jawala Real Estate Pvt. Ltd
 412, Floor-4, 17G Vardhaman
 Chamber, Cawasji Patel Road,
 Horniman Circle, Fort
 Mumbai-400001

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 completion of site.
- 8) That all the conditions stipulated in the order of non. 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 - MOHINI 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

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986
MUMBAI SUB-REGISTRAR
COMMERCIAL REGISTRAR

15. Name of the Developer: M/S. BIRAJA DEVELOPERS (P) LTD.
16. Address: Plot No. 144, Sector 10, Vashi, Dist. Thane, Maharashtra.

- The proposed plan shall not be approved unless the applicant has obtained all the necessary approvals from the appropriate authorities and the applicant has submitted all the necessary documents in support of the proposed plan.
- The applicant shall be responsible for the payment of the stamp duty on the proposed plan.
- The applicant shall be responsible for the payment of the fees for the proposed plan.
- The applicant shall be responsible for the payment of the charges for the proposed plan.
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Government of Maharashtra

Secretary to Government,
Maharashtra, Mumbai-400 002
Date: 23rd April 2018

M/S. Biraja Developers (P) Ltd.
Plot No. 144, Sector 10, Vashi, Dist. Thane, Maharashtra-400 002

Subject: Requirement of sanction for proposed plan of residential and commercial building at Plot No. 144, Sector 10, Vashi, Dist. Thane, Maharashtra-400 002.

The plan reference in your communication to the above mentioned subject, is received. In view of the fact that the plan is submitted for sanction by the applicant, the same is approved in principle, subject to the following conditions:

- The applicant shall be responsible for the payment of the stamp duty on the proposed plan.
- The applicant shall be responsible for the payment of the fees for the proposed plan.
- The applicant shall be responsible for the payment of the charges for the proposed plan.
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- The applicant shall be responsible for the payment of the charges for the proposed plan.

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Particulars	Area	Remarks
Proposed building area	12500 sq. ft.	
Ground coverage	12500 sq. ft.	
Area of building & its appurtenances	12500 sq. ft.	
Area of parking	12500 sq. ft.	
Area of roads	12500 sq. ft.	
Area of other facilities	12500 sq. ft.	
Total area	12500 sq. ft.	

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For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Assistant Engineer - Building Department
City Office, Mumbai

Particulars	Area	Remarks
Proposed building area	12500 sq. ft.	
Ground coverage	12500 sq. ft.	
Area of building & its appurtenances	12500 sq. ft.	
Area of parking	12500 sq. ft.	
Area of roads	12500 sq. ft.	
Area of other facilities	12500 sq. ft.	
Total area	12500 sq. ft.	

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4. All lighting shall be used for the purpose of safety and security to enhance the ambience of the building. It is proposed to be installed with energy efficient light sources, such as compact fluorescent lamps (CFL) or light emitting diodes (LED). The lighting shall be designed to provide uniform illumination throughout the building. The lighting shall be designed to provide uniform illumination throughout the building. The lighting shall be designed to provide uniform illumination throughout the building.

S. No.	Description	Units/area/Year	Energy Cost per unit/Year (Rs.)
1	Solar lighting	72,000.00	7,95,45,000.00
2	Energy efficient T5 light (Recessed)	2,43,000.00	22,32,90,250.00
3	Energy efficient T5 light (Recessed)	11,34,000.00	1,02,45,00,000.00
4	Solar for open spaces	1,42,000.00	18,42,00,000.00
TOTAL			14,41,02,250.00

Completion of the EPCs, submission, the Budgetary Allocation for the year 2023-24. Lakh 0.81 Crore 5.5 Lakhs.

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Executive Engineer (City)
New Municipal Building C-5 35-B Bhopal
Haramam Road, Worli, Mumbai-400017

M/s. Sagarpat Consultants,
Karnata Street,
Mumbai Corporation, 10th Road,
Mumbai (Tel: 4401616)

With Proposed sub-division of property as per bearing C-5 (as per
Lower Panel Division, of Survey / Plot Map, Mumbai,
B-4. Your outline application.

- 1. This all the considerations of F.O.D. under rule 24 (2) and amended plan approval dated 11.5.2008, 11.2009, 21.11.2009, 09.9.2010, 11.12.2011, 03.12.2012, 29.12.2014, 29.2.2016, 10.10.2017 and 20.12.2017 shall be complied with.
- 2. That the proposed amended plan/outline application/outline shall be approved hereinafter CC.
- 3. That the proposed outline application shall be made before filing for sub-division of CC.

- 4) Deviating changes.
- 5) Premium towards drainage, L.S., C.S. utility work.
- 6) That the CC shall be get enclosed as per the amended plans.
- 7) That the work shall be carried out strictly as per approved plans.
- 8) That the work shall be carried out between 6.00 pm to 10.00 pm, only in accordance with Rule 14(2) of the Waste 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.



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'X'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1986
AN ENJOINDMENT

To, M/s. Sagarpat Consultants,
Karnata Street,
Mumbai Corporation, 10th Road,
Mumbai (Tel: 4401616)

The Municipal Corporation / Building Branch is granted on the following conditions:-

- 1. The land is used for the purpose of the establishment of the outline plan within the shall form.
- 2. That the work shall be carried out strictly in accordance with the approved plans and shall be completed within the specified period.
- 3. The Municipal Corporation / Building Branch shall remain valid for one year commencing from the date of its issue.
- 4. This permission shall not entitle you to develop the land for any other purpose.
- 5. This Certificate is valid for the purpose of the Municipal Corporation / Building Branch.
- 6. Any of the conditions subject to which the work is granted or any of the restrictions imposed by the Municipal Corporation / Building Branch is not complied with or is not observed, the work shall be stopped and the land shall be handed over to the Municipal Corporation / Building Branch.
- 7. The Municipal Corporation / Building Branch shall remain valid for one year commencing from the date of its issue.

The Municipal Corporation / Building Branch is granted on the following conditions:-

Executive Engineer (City)
New Municipal Building C-5 35-B Bhopal
Haramam Road, Worli, Mumbai-400017

M/s. Sagarpat Consultants,
Karnata Street,
Mumbai Corporation, 10th Road,
Mumbai (Tel: 4401616)

With Proposed sub-division of property as per bearing C-5 (as per
Lower Panel Division, of Survey / Plot Map, Mumbai,
B-4. Your outline application.

- 1. This all the considerations of F.O.D. under rule 24 (2) and amended plan approval dated 11.5.2008, 11.2009, 21.11.2009, 09.9.2010, 11.12.2011, 03.12.2012, 29.12.2014, 29.2.2016, 10.10.2017 and 20.12.2017 shall be complied with.
- 2. That the proposed amended plan/outline application/outline shall be approved hereinafter CC.
- 3. That the proposed outline application shall be made before filing for sub-division of CC.

- 4) Deviating changes.
- 5) Premium towards drainage, L.S., C.S. utility work.
- 6) That the CC shall be get enclosed as per the amended plans.
- 7) That the work shall be carried out strictly as per approved plans.
- 8) That the work shall be carried out between 6.00 pm to 10.00 pm, only in accordance with Rule 14(2) of the Waste 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.

Yatin Padalkar
Executive Engineer
Building Proposals (City)
A.E.B.F.C-51
S.E.(P.F.C.SD)
A.E.B.F.C-VI
Executive Engineer
Building Proposals (City)

This CC is valid upto 23/12/2018

Issue On: 31/12/2017
Valid Upto: 23/12/2018

Remarks:
This CC is valid as per amended plan approved on 07.12.2018 with the approval of the Municipal Corporation / Building Branch.

Issue On: 30/12/2018
Valid Upto: 23/12/2018

Remarks:
This CC is valid as per amended plan approved on 07.12.2018 with the approval of the Municipal Corporation / Building Branch.

Issue On: 18/12/2017
Valid Upto: 23/12/2018

Remarks:
This CC is valid as per amended plan approved on 07.12.2018 with the approval of the Municipal Corporation / Building Branch.

Executive Engineer (City)
New Municipal Building C-5 35-B Bhopal
Haramam Road, Worli, Mumbai-400017

M/s. Sagarpat Consultants,
Karnata Street,
Mumbai Corporation, 10th Road,
Mumbai (Tel: 4401616)

With Proposed sub-division of property as per bearing C-5 (as per
Lower Panel Division, of Survey / Plot Map, Mumbai,
B-4. Your outline application.

- 1. This all the considerations of F.O.D. under rule 24 (2) and amended plan approval dated 11.5.2008, 11.2009, 21.11.2009, 09.9.2010, 11.12.2011, 03.12.2012, 29.12.2014, 29.2.2016, 10.10.2017 and 20.12.2017 shall be complied with.
- 2. That the proposed amended plan/outline application/outline shall be approved hereinafter CC.
- 3. That the proposed outline application shall be made before filing for sub-division of CC.

- 4) Deviating changes.
- 5) Premium towards drainage, L.S., C.S. utility work.
- 6) That the CC shall be get enclosed as per the amended plans.
- 7) That the work shall be carried out strictly as per approved plans.
- 8) That the work shall be carried out between 6.00 pm to 10.00 pm, only in accordance with Rule 14(2) of the Waste 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.

Yatin Padalkar
Executive Engineer
Building Proposals (City)
A.E.B.F.C-51
S.E.(P.F.C.SD)
A.E.B.F.C-VI
Executive Engineer
Building Proposals (City)

Issue On: 19/12/2017
Valid Upto: 23/12/2018

Remarks:
This CC is valid as per amended plan approved on 07.12.2018 with the approval of the Municipal Corporation / Building Branch.

Issue On: 18/12/2017
Valid Upto: 23/12/2018

Remarks:
This CC is valid as per amended plan approved on 07.12.2018 with the approval of the Municipal Corporation / Building Branch.

Issue On: 18/12/2017
Valid Upto: 23/12/2018

Remarks:
This CC is valid as per amended plan approved on 07.12.2018 with the approval of the Municipal Corporation / Building Branch.

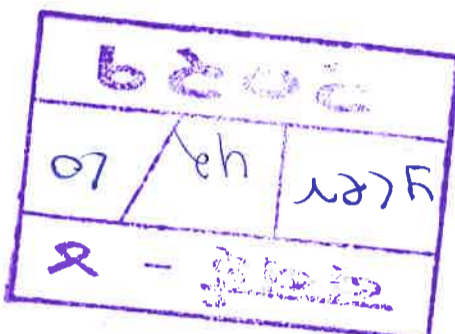
MUNICIPAL CORPORATION OF GREATERN MUMBAI

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Sub Proposed residential building 1 comprising...

Ref: Your letter dated 26.8.2015.

- With reference to above letter this is to inform you that the amount claim submitted by you is hereby approved under following conditions:
1. That all the conditions of I.O.D. under memo No dated 24.11.2006 and 26.8.2010, 11.11.2011, 20.8.2013 & 29.12.2014 shall be complied with.
2. That the revised structural design/plan/section/drawings shall be submitted before starting C.C.
3. That payment towards following shall be made before starting for C.C.
(a) Development charges
(b) Professional charges Rs. 14, 81,643/-
4. That the revised NOC from Committee N.O.C. shall be submitted before starting C.C.
5. That the C.C. shall be got ordered as per the amended plan.
6. That the work shall be carried out strictly as per approved plan.
7. That the final structural stability certificate shall be submitted before starting for C.C.
8. That the N.O.C. from Inspector of L&M shall be submitted.
9. That the supervision certificate shall be submitted periodically from the start of the work till the completion of the work.
10. That revised NOC from E.E. (T & C) shall be submitted before further C.C.



11 That revised NOC from Ch/Eng M & E shall be submitted as a token of approval.



Table with columns: Proposed Building Area, Ground coverage, Estimated cost of the project, No. of Buildings & no. of floors, No. of floors, etc.

Table with columns: Site Name, Plot Area, Enclosed Area, Building Footprint, etc.

Government of Maharashtra, Department of Urban Infrastructure, Mumbai. Includes official stamp and handwritten notes.

Table with columns: Name of Project, Type of Project, Location of the project, Total Plot Area, etc.

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1. The Scheme will be subject to the approval of the Government of Maharashtra and the Government of India.
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REGIME OF AMALGAMATION

- OR
- KINOLAN REALTORS PRIVATE LIMITED
 - AND
 - JAYWALA REAL ESTATE PRIVATE LIMITED
 - AND
 - LODBA AVANTION PRIVATE LIMITED
 - AND
 - SARAVI/VAJA BUILDINGS & PARKS PRIVATE LIMITED
 - WITH
 - LODBA DEVELOPERS PRIVATE LIMITED
 - AND
 - THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
- (Under Sections 91 to 94 and other applicable provisions of Companies Act, 1956 and the Companies Act, 2013)

1. PREAMBLE

The Scheme of Amalgamation ("Scheme") is presented under Section 91 to 94 of the Companies Act, 1956 and other applicable provisions of the Companies Act, 1956 and the Companies Act, 2013, applicable in the case only to, for amalgamation of Kinolan Realtors Private Limited (Kinolan), Jaywala Real Estate Private Limited (Jaywala), Lodha Avanton Private Limited (Lodha), Saravi/Vajavala Buildings & Parks Private Limited (Saravi/Vajavala) and Lodha Developers Private Limited (Lodha).

2. DISCUSSION OF THE COMPANIES

2.1 Kinolan Realtors Private Limited (the "Kinolan Company") is a private limited company which is incorporated with the registered office at ...

3. RATIONALE OF THE SCHEME

1. The Scheme will be subject to the approval of the Government of Maharashtra and the Government of India.
2. The Scheme will be subject to the approval of the Government of Maharashtra and the Government of India.
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- Addressing operational and management efficiency; and
- Streamlining the structure of the companies, with a view to enhance the overall efficiency of the group.



4. PARTS OF THE SCHEME

- The Scheme of Amalgamation is divided into the following parts:
- PART I deals with definition of the Scheme
 - PART II deals with amalgamation of Transferee Companies with the Transferee Company
 - PART III deals with general terms and conditions applicable to the Scheme of Amalgamation

PART I
DEFINITIONS OF THE SCHEME

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

"Act" means the Companies Act, 1956 or the Companies Act, 2013 as force from time to time. As at the date of approval of this Scheme by the respective Boards of Directors of the Transferee 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.

Reference to this Scheme to particular provisions of the Act are reference 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 as so amended.

"Appointed Date" in respect of the amalgamation of First, Second and Third Transferee 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 the amalgamation of Fourth Transferee Company is on 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.

"Authorized Capital" means the authorized capital of the Transferee Company as on the date of the Scheme, as approved by the High Court or National Company Law Tribunal, as and when applicable.

Particulars	Amount in (Rs)
Authorized Capital	1,00,000
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 Transferee Company is held by the Transferee Company

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

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

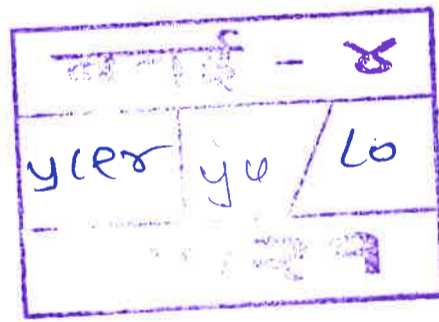
Subsequent to March 31, 2016, there has been no change in its authorized, issued, subscribed and paid-up share capital.

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

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

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

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



1.3 "Board" means the respective Board of Directors of Transferee Company 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.

"Effective Date" means the date on which the certified copies of the orders sanctioning this Scheme, issued by the High Court or the National Company Law Tribunal, if applicable, are filed with the Registrar of Companies, Mumbai by the Transferee Companies, the Transferee Company collectively.

Reference to this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" shall mean the Effective Date.

"KSPFL" or "First Transferee Company" means Kusum Industries Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 170, Verdhama Chamber Corridor, First Road, Horniman Circle, Fort, Mumbai - 400 001.

"RSPFL" or "Second Transferee Company" means Jewels Road Establishment Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 170, Verdhama Chamber Corridor, First Road, Horniman Circle, Fort, Mumbai - 400 001.

"LAPL" or "Third Transferee Company" means Latha Aviation Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 170, Verdhama Chamber Corridor, First Road, Horniman Circle, Fort, Mumbai - 400 001.

"RSPFL" or "Fourth Transferee Company" means Suryamulakhada Farms Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 170, Verdhama Chamber Corridor, First 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 Transferee Company is held by the Transferee Company.

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

Particulars	Amount in (Rs)
Authorized Capital	1,00,000
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 8% Convertible Redeemable Preference Shares of Rs.10 each, fully paid up	4,00,000
TOTAL	5,00,000

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

Particulars	Amount in (Rs)
Authorized Capital	1,22,24,000
12,22,400 Equity Shares of Rs.10 each	1,22,24,000
40,000 Preference Shares of Rs.10 each	4,00,000
TOTAL	1,32,24,000
Issued, Subscribed and Paid up Capital	
10,000 Equity Shares of Rs.10 each, fully paid up	1,00,000
40,000 8% 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 Latha Development Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 170, Verdhama Chamber Corridor, First Road, Horniman Circle, Fort, Mumbai - 400 001.

1.11 "Scheme" or "this Scheme" or "this Scheme" means this Scheme of Amalgamation in present form or with any modification(s) made under Clause 10 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 assigned to them under the Act and other applicable laws, rules, regulations, by-laws, or the case may be or any statutory modification or re-enactment thereof (over time to time).

1.12 "Transferee Companies" means the First Transferee Company, the Second Transferee Company, the Third Transferee Company and the Fourth Transferee Company collectively referred to as "Transferee Companies".

2. DATE OF TAKING EFFECT AND OPERATIVE DATE
The Scheme as set out herein is in 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 KSPFL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorized Capital	1,00,000
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 First Transferee 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	150,32,00,000
30,06,40,400 Equity Shares of Rs.5 each	1,50,32,00,000
2,00,00,000 Preference Shares of Rs.5 each	10,00,00,000
TOTAL	1,60,32,00,000
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 Latha Building and Construction Private Limited, Mahesh Premium Private Limited and Latha Lead Developers Private Limited with Latha Development Private Limited with effect from 27th June, 2016, the authorized, issued, subscribed and paid-up share capital is modified as under:

Particulars	Amount in (Rs)
Authorized Capital	150,32,00,000
30,07,26,400 Equity Shares of Rs.5 each	1,50,32,00,000
2,10,40,000 Preference Shares of Rs.5 each	10,52,00,000
TOTAL	1,60,84,00,000
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

41 With effect from the Appointed Date and upon the Scheme becoming effective, the respective businesses and undertakings of the Transferee Company, shall, under the provisions of Sections 29) and 30) and other applicable provisions, if any, of the Act and pursuant to the orders of the High Court or other appropriate authority, if any, vesting the Scheme, shall within any further act, deed, contract or thing, stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company so as to become the properties and liabilities of the Transferee Company in accordance with the provisions of Section 21(B) of the Income-tax Act, 1961.

42 With effect from the Appointed Date, the whole of the respective undertakings of the Transferee Company, as a going concern, including its business, all assets and unascertained debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or control, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building (whether owned, leased, licensed) or fixed and movable plant and machinery, vehicles, fixed assets, work in progress, contract assets, investments, reserves, provisions, funds, incomes, registrations, copyrights, patents, trademarks and other rights and interests in respect thereof, applications for copyrights, patents, trademarks, designs, domain names, foreign patents, membership fees, licence purchases and other immovables, trading arrangements, joint venture agreements, benefits of security arrangements, contracts, office equipment, appliances, fixtures, depreciable assets, communications facilities, equipment and installations and utilities, electricity, water and other services connections, benefits of agreements, contracts and arrangements, premia, subscriptions, permits, admissions, approvals, licences, franchises, shares, assignments, warranties and all rights, titles, interests, possessory, proprietary, derivative, assignments, warranties and all rights, titles, interests, possessory, proprietary, derivative, assignments, warranties, privileges, advantages, franchises, shares, cash, bank balances, deposits, provisions, advances, investments, deposits, funds, cash, bank balances, deposits, and all other rights, titles, interests in all agreements, contracts, permits, licences and other contracts, shall stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

43 With effect from the Appointed Date and upon the Scheme becoming effective, any assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or control, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building (whether owned, leased, licensed) or fixed and movable plant and machinery, vehicles, fixed assets, work in progress, contract assets, investments, reserves, provisions, funds, incomes, registrations, copyrights, patents, trademarks and other rights and interests in respect thereof, applications for copyrights, patents, trademarks, designs, domain names, foreign patents, membership fees, licence purchases and other immovables, trading arrangements, joint venture agreements, benefits of security arrangements, contracts, office equipment, appliances, fixtures, depreciable assets, communications facilities, equipment and installations and utilities, electricity, water and other services connections, benefits of agreements, contracts and arrangements, premia, subscriptions, permits, admissions, approvals, licences, franchises, shares, assignments, warranties and all rights, titles, interests, possessory, proprietary, derivative, assignments, warranties and all rights, titles, interests, possessory, proprietary, derivative, assignments, warranties, privileges, advantages, franchises, shares, cash, bank balances, deposits, provisions, advances, investments, deposits, funds, cash, bank balances, deposits, and all other rights, titles, interests in all agreements, contracts, permits, licences and other contracts, shall stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

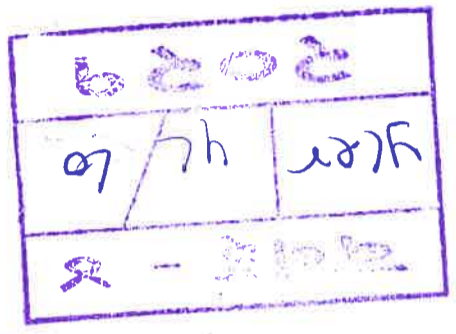
44 All the assets and properties which are acquired by the Transferee Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

45 Where, at any time and from time to time, any of the assets or properties of the Transferee Company, or any of the assets or properties of the Transferee Company, shall stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961, the Transferee Company shall be deemed to have transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

46 The transfer and vesting of the undertakings of the Transferee Company as envisaged shall be subject to the existing specific, charges, mortgages and other encumbrances, if any, subsisting over or in respect of the property and assets of any part thereof to the extent such charges, mortgages, encumbrances are deemed to remain the liabilities forming part of the Transferee Company. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility provided of by the Transferee Company and the Transferee Company shall not be obliged to provide any further or additional security in favour of the lender or beneficiary of any such loan, deposit or facility provided of by the Transferee Company.

47 Without prejudice to the provisions of the foregoing Scheme and to the effect thereof, the Transferee Company shall, upon the coming into effect of this Scheme, be deemed to have transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme and shall be deemed to have transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

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43 With effect from the Appointed Date and upon the Scheme becoming effective, any assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or control, corporeal or incorporeal, tangible or intangible, present or contingent and including but not limited to land and building (whether owned, leased, licensed) or fixed and movable plant and machinery, vehicles, fixed assets, work in progress, contract assets, investments, reserves, provisions, funds, incomes, registrations, copyrights, patents, trademarks and other rights and interests in respect thereof, applications for copyrights, patents, trademarks, designs, domain names, foreign patents, membership fees, licence purchases and other immovables, trading arrangements, joint venture agreements, benefits of security arrangements, contracts, office equipment, appliances, fixtures, depreciable assets, communications facilities, equipment and installations and utilities, electricity, water and other services connections, benefits of agreements, contracts and arrangements, premia, subscriptions, permits, admissions, approvals, licences, franchises, shares, assignments, warranties and all rights, titles, interests, possessory, proprietary, derivative, assignments, warranties and all rights, titles, interests, possessory, proprietary, derivative, assignments, warranties, privileges, advantages, franchises, shares, cash, bank balances, deposits, provisions, advances, investments, deposits, funds, cash, bank balances, deposits, and all other rights, titles, interests in all agreements, contracts, permits, licences and other contracts, shall stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

44 All the assets and properties which are acquired by the Transferee Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

45 Where, at any time and from time to time, any of the assets or properties of the Transferee Company, or any of the assets or properties of the Transferee Company, shall stand transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961, the Transferee Company shall be deemed to have transferred to and vested in and be deemed to be transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Section 21(B) of the Income-tax Act, 1961.

46 The transfer and vesting of the undertakings of the Transferee Company as envisaged shall be subject to the existing specific, charges, mortgages and other encumbrances, if any, subsisting over or in respect of the property and assets of any part thereof to the extent such charges, mortgages, encumbrances are deemed to remain the liabilities forming part of the Transferee Company. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility provided of by the Transferee Company and the Transferee Company shall not be obliged to provide any further or additional security in favour of the lender or beneficiary of any such loan, deposit or facility provided of by the Transferee Company.

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

3. AGGREGATION OF AUTOMATIC CAPITAL

Upon this Scheme becoming effective, the authorized share capital of the Transferee Company shall stand consolidated and treated as 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 Company 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 amended, modified and extended, pursuant to Section 16, Section 31 and Section 34 of the Companies Act, 1956 (Corresponding modified 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 duty and fees paid on the authorized share capital of the Transferee Company shall be utilized and applied to the increased authorized share capital of the Transferee Company and no payment of any stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorized share capital to the extent.

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

Authorized Share Capital	Amount in Rs.
₹10,00,00,000 Equity Shares of Rs.5 each, fully paid up	40,00,00,000
₹1,20,00,000 Preference Shares of Rs.5 each, fully paid up	10,00,00,000
TOTAL	₹50,00,00,000

Company, without any break or interruption in their services, on same terms and conditions on which they are presently availing 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 Company shall also be taken into account.

The accounts / funds of staff, workmen and employees, past or present, relating to pension and/or gratification, 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 Company 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 BUSINESS UNTIL EFFECTIVE DATE

With effect from the Appointed Date upto the Effective Date:
 11.1 The Transferee Company undertake to promote 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 such case:
 a) if the same is in ordinary course of business as carried on by it as on the date of filing this Scheme with the High Court; or
 b) if the same is expressly permitted by this Scheme; or
 c) if the prior written consent of the Board of Directors of the Transferee Company has been obtained.

11.2 The Transferee Company shall carry on and be deemed to have carried on all business and activities and shall remain possessed of all the assets, rights, title and interest the said or accounts of, and in trust for the Transferee Company.

It is clarified that the consent of the shareholders in 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 34 of the Companies Act, 1956 (Corresponding modified Section 13, Section 14 and Section 61, respectively, of the Companies Act, 2013) or any other applicable provisions of the Act, would be required in the company period. Further, in the event of any increase in the authorized share capital of any Transferee Company before the Effective Date, in accordance 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 Company pending and/or arising on or before the Effective Date shall not abate or be discontinued or be in any prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and referred to or against the Transferee Company in the manner and to the same extent as would or might have been continued and referred to or against the Transferee Company, if this Scheme had not been made.

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, warrants, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature in which the Transferee Company are a party or to the benefit of which the Transferee Company may be entitled, and which are subsisting or having effect immediately prior to the Effective Date shall remain in full force and effect.

11.3 All profits and cash accruing to or being arising or incurred (including the effect of items if any losses), by the Transferee Company, shall for all purposes, be treated as the profits, cash, loans 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, 2004, 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 "The Laws") existing with unexpired terms applicable or related to the business of the Transferee Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

12.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, value added tax (VAT), etc.) paid or payable by the Transferee Company in respect of the operations under the profits of the business as and from the Appointed Date, shall be an account of the Transferee Company and, 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 voluntary payments, by the Transferee Company in respect of the profits or services or operation of the business as 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 The Laws due to the Transferee Company consequent to the amendments made on the Transferee Company and for which no credit 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 Company, the Transferee Company had been a party to the same or had been a party thereto or thereunto.

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 contracts, permits, licenses, certificates, clearances, authorizations, power of attorney given by, issued to or executed in favor of the Transferee Company shall stand

transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favor of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, 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 ensure deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which the Transferee Company 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 Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferee Company.

14. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

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

12.4 Without prejudice to the generality of the above, all benefits including under the Laws, as (including such as advance tax, minimum advance tax credit, tax deducted at source, etc.) shall be, under duty, customs duty, service tax, VAT, etc., to which the Transferee Company is entitled in in terms of the applicable The 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 to the Transferee Company, pursuant to this Scheme, and the continuance of the proceedings by or against the Transferee Company, under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferee Company, as and after the Appointed Date in the end and intent that the Transferee Company except all acts, deeds and things done and executed by and on behalf of the Transferee Company, as acts, deeds and things done and executed by and on behalf of the Transferee Company.

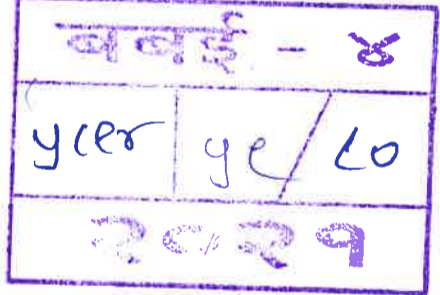
14. DISOLUTION WITHOUT WINNING UP OF THE TRANSFEROR COMPANIES

The Transferee Company 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 amalgamation (i.e. Transferee Company and Transferee Company) shall make applications / petitions, wherever required, under Section 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 Company.

16. MODIFICATION / AMENDMENT TO THE SCHEME



16.1 Subject to approval of the High Court, the Transferee Company or the Transferor Company, through its respective Board of Directors, any committee, an individual or all persons consented, to any modification or amendments of the Scheme or to any conditions or liabilities that the High Court may deem fit to direct or impose as it may deem fit to be considered necessary, desirable or appropriate by them (as the Board of Directors) and save all difficulties that may arise, for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.

16.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorized to give such directions (including directions for selling any portion of assets or otherwise) as may be required.

17. CONTINUITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

- 17.1 The Scheme being approved by the requisite consent of the members under condition of the Transferee Company or the Transferor Company as may be directed by the High Court.
 - 17.2 The sanction of the High Court under Section 291 to 294 of the Act in favour of Transferee Company or Transferor Company, as the case may be, under the said provisions and to the contrary under Section 294 of the Act being obtained.
 - 17.3 The requisite consent, approval or permission of any other statutory or regulatory authority which by law may be necessary for the implementation of this Scheme.
 - 17.4 Certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Mumbai respectively, by the Transferee Company and the Transferor Company.
- 18. EFFECT OF NON-RECIPT OF APPROVAL/SANCTIONS**

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18. In the event of any of the aforesaid conditions 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 rescinded, cancelled and be of no effect, term and scope in respect of any act or deed done prior thereto as if contemplated transaction or as to any rights and/or liabilities which might have arisen or accrued hereunder and which shall be governed and be governed or varied out as is specifically provided in the Scheme or as may otherwise be provided in law. Each party shall bear and pay its respective costs, charges and expenses for and in connection with the Scheme.

19. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including stamp, duties and all other expenses, if any (even as expressly indicated aforesaid), incurred in carrying out and implementing this Scheme and various incidental items, shall be borne by the Transferee Company.



(Handwritten notes and signatures)



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH
COMPANY SCHEME PETITION NO 08 OF 2017

In the name of the Companies Act, 2013,
In the name of Sections 238 to 243 of the
Companies Act 2013 and other applicable
provisions of the Companies Act 2013,
AND
In the name of Sections 291 to 294 and other
applicable provisions of the Companies Act,
1956,
AND
In the name of Sections of Application
and Transfer of Property Act, 1908 and
Land, Avulsion, Private Limited and Services
Developer Private Limited and their respective
shareholders and creditors

Jarvis Post Estate Private Limited, Petitioner Company

Jarvis Post Estate Private Limited, Petitioner Company

HEMANT SETHI & CO.
ADVOCATES FOR PETITIONERS
911, 902/24419

CERTIFIED COPY OF ORDER DATED 14th
DAY OF OCTOBER 2017 AND THE SCHEME
ANNEXED TO THE PETITION



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GOVERNMENT OF INDIA

Ministry of Corporate Affairs

Office of the Registrar of Companies

100, Market Street, Mumbai, Maharashtra, India, 400025

Corporate Identity Number: U40202MH2019PLC00041

Public Limited Company

1. Name of the company: LUDHIA DEVELOPERS PRIVATE LIMITED

2. Date of incorporation: 07/01/2019

3. Authorized capital: Rs. 100,00,000/-

4. Paid-up capital: Rs. 10,00,000/-

5. Registered office: 100, Market Street, Mumbai, Maharashtra, India, 400025

6. Nature of business: Real Estate Development

7. Director(s): Mr. V. S. Mahajan

8. Chartered Accountant: Mr. V. S. Mahajan

9. Date of this certificate: 06/01/2019

10. Registrar of Companies: Mr. V. S. Mahajan

11. Seal of the Registrar of Companies

12. Signature of the Registrar of Companies

13. Date of issue of this certificate: 06/01/2019

14. Place of issue of this certificate: Mumbai, Maharashtra, India, 400025

15. Validity of this certificate: Indefinite

16. Remarks: The company has been incorporated as a public limited company.

17. This certificate is valid for the purpose of incorporation of the company.

18. The Registrar of Companies is pleased to issue this certificate.

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06 JAN 2019



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 (l) 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.

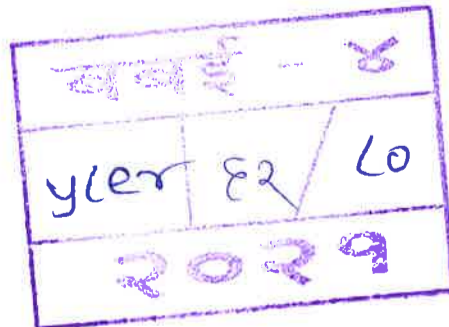
- The registration shall be valid up to **31/03/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That 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 Premchand Prabhu
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)
Date: 16-04-2020 10:50:46
Maharashtra Real Estate Regulatory Authority



घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / नमिता बक्षी या द्वारे घोषित करतो की, दुय्यम निबंधक मुंबई-४ यांचे कार्यालयात वीन/दना/म। या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. अभिषेक लोढा / स्मिता घाग यांनी दिनांक 25/06/2019 रोजी आमहाला 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 अन्यवे शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण : मुंबई
दिनांक : २७/०४/२०२१

सही
[Signature]
कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



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०७/१३/२०२१
२ - ३३३३

कुलमुखत्यार पत्राचे धोरणानुसार लिहिलेले देणार

सही



दिनांक: ०७/१३/२०२१

ठिकाण: मुंबई

१९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिलेला याची मला जाणीव आहे.
 मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम
 बाल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास
 कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्द
 कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहिलेले देणार व्यक्तीवैकी
 निष्पादीत करून कर्तृत्वबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहिलेले देणार यांनी
 दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे /
 सुरेक्षण नायर / पॅट्रिक मॉन्स / नमिता बक्षी यांनी दिनांक २५/०६/२०१९ रोजी मला
 कार्यालयीन करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.
 / शौरेश भोरे या द्वाारे धोरित करतो की, दुय्यम निबंधक मुंबई-४ यांचे
 मी, पंढरी केसरकर / रामनाथ रावत / राहुल वडेकर / प्रमोद फांबळे / प्रताप सातवकर

धोरणानुसार

पारणी नं.: 7419 दिनांक: 20/06/2019
 साकाराच न्याय कोडे
 साकाराच न्याय कोडे: 4-6865-2019
 साकाराच न्याय कोडे: 4-6865-2019
 साकाराच न्याय कोडे: 4-6865-2019
 साकाराच न्याय कोडे: 4-6865-2019

मागास घुस रकम - 100.00
 साकाराच न्याय कोडे: 4-6865-2019
 साकाराच न्याय कोडे: 4-6865-2019

साकाराच न्याय कोडे: 4-6865-2019
 साकाराच न्याय कोडे: 4-6865-2019

- 1) साकाराच न्याय कोडे: 4-6865-2019
- 2) साकाराच न्याय कोडे: 4-6865-2019

DELIVERED

UNDELIVERED

CHALLAN
 NTR Form Number - 6

GRN NUMBER: MH001984306201920R	BARCODE	Form ID: 1	Date: 23-05-2019
Department: RTR	Payee Details		
Receipt Type: RTR	Receipt ID (if any):		
Office Name: MUMBAI CITY	PAN No. (if applicable): PAN-AAACL1490J		
Year: 2019	Full Name: Macrotech Developers Limited		
Object: 003004501-75	Amount in Rs. 500.00	Pin/Block Premises Bldg No: 412	Floor: 4th
003004101-70	Amount in Rs. 100.00	Road/Street Area: Varadhimani	Chamber: Convey
	Amount in Rs. 0.00	Locality: Horniman Circle	Town: City
	Amount in Rs. 0.00	District:	Pin:
	Amount in Rs. 0.00	Remarks: ४	
	Amount in Rs. 0.00		
	Amount in Rs. 0.00		
	Amount in Rs. 0.00		
	Amount in Rs. 0.00		
Total: 600.00	Amount in words: Rupees		
Payment Details: DBI NetBanking	FOR USE IN RECEIVING BANK		
Payment ID: 216603870	Bank CIN No: 6910332019032750245		
Check/ DD Details:	Date: 27-05-2019		
Check/ DD No.:	Name of Bank: IDBI BANK		
Name of Bank:	Branch Name:		
Name of Branch:	Scrill No.:		

Handwritten signatures and stamps over the challan form.

Data of Bank Receipt for GRN MH001984306201920R
 Bank - IDBI BANK

Bank/Branch: IDBI BANK
 Pmt Tm Id: 218023870
 Pmt DTTm: 27/06/2019 11:28:14
 ChallanIdNo: 0910332019032750245
 District: 7101 / MUMBAI
 Office Name: IOR183 / BMS2_JT SUB REGISTRA MUMBAI CITY 2

SI Duty Schm: 0000046001-75 / Stamp Duty (Bank Portal)
 SI Duty Amt: Rs 600.00 (Rs Five Hundred Rupees Only)

Rgn Fee Schm: 0030083301-70 / Registration Fee
 Rgn Fee Amt: Rs 100.00 (Rs One Hundred Rupees Only)

Article: 480
 Prop Mobly: Immovable
 Prop Descr: 412 4th Floor/Varadhimani Chamber/General/Postal Road, Horniman Circle/Fer/Mumbai
 Maharashtra
 400001
 Duty Payer: PAN-AAACL1490J Macrotech Developers Limited
 Other Party: PAN-ACMPN7019E Burendan Nav

Bank Branch: IDBI BANK
 Pmt Tm Id: 218023870
 Pmt DTTm: 27/06/2019 11:28:14
 ChallanIdNo: 0910332019032750245

CHALLAN Challan Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UsrId	Defacement Amount
1	(0) 600-6000	000198434201930	20/06/2019-09:18:00	ISRA18	100.00
2	(18) 600-6000	000198434201930	20/06/2019-09:18:00	ISRA18	600.00
Total Defacement Amounts					800.00



Document Handling Charges
 Inspector General of Registration & Stamps

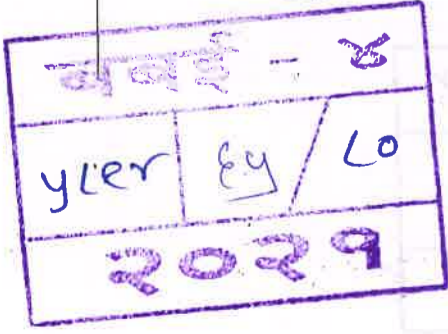
Receipt of Document Handling Charges
 PRN: 1906201912990 Receipt Date: 20/08/2019

Received from Macrotech Developers Ltd, Mobile number 9832607632, an amount of Rs.380, towards Document Handling Charges for the Document to be registered on Document No. 8886 dated 20/08/2019 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

Payment Details

Bank Name: sblepay	Payment Date: 19/08/2019
Bank CIN: 100041520190619439587	REF No: 201917088810866
Deface No: 1906201912990D	Deface Date: 20/08/2019

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



MACROTECH DEVELOPERS LIMITED

Lodha Execler, N.M Joshi Marg, Mahalaxmi, Mumbai-400 011, India

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF MACROTECH DEVELOPERS LIMITED AT ITS MEETING HELD ON JUNE 11, 2019 AT 10TH FLOOR, LODHA EXCELUS, APOLLO MILLS COMPOUND, N. M. JOSHI MARG, MAHALAXMI, MUMBAI 400 011.

AUTHORITY FOR SIGNING POWER OF ATTORNEY

"RESOLVED THAT in supersession to the earlier resolution passed on May 15, 2017 by the Executive Committee of the Board, consent of the committee be and is hereby accorded to execute Special Power of Attorney in favour of Mr. Surandran Nair, Mr. Namita Bakshi and Mr. Patrick Morris (hereinafter referred as "Authorized Signatories") to authorize them severally to do all or any of the acts, deeds, matters and things as more particularly described in the Special Power of Attorney.

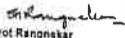
RESOLVED FURTHER THAT the draft Special Power of Attorney ("PoA"), as placed before the meeting, be and is hereby approved and Mr. Abhishek Lodha, Managing Director & CEO, Mr. Rajendra Lodha, Whole time director or any Authorized Signatory as aforesaid be and are hereby severally authorised to sign, execute and complete the registration of the PoA and to do all such acts, deeds and things, as may be required in this regard;

RESOLVED FURTHER THAT the Authorized Signatories be and are hereby also severally empowered to authorize any of the executives of the Company or the group companies or any other person as he may deem fit;

RESOLVED FURTHER THAT the resolution shall be valid till the time the authorised signatories are in the employment of the Company or Group Company or otherwise resolved;

RESOLVED FURTHER THAT any one Director of the Company along with any one of the Designated Authorized Representative of the Company or Company Secretary of the Company, be and are hereby authorized to issue a true copy of this resolution to the concerned authorities /parties as may be necessary and they be requested to act thereon.

Certified True Copy
For Macrotech Developers Limited


Sanjay Rangnekar
Company Secretary
Membership No.: F4164



बबई - ४
CCG ९०/१८
२०१९



June 14, 2019

(Formerly known as Lodha Developers Limited)
Regd. Off: 412, Floor-4, 170 Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001
Tel: +91 22 61334400 Fax: +91 22 23024550
CIN: U45300MH1995PLC093041 Website: www.lodha.com

PALAVA DWELLERS PRIVATE LIMITED

(Formerly known as First Trading Private Limited)
Lodha Execler, N.M Joshi Marg, Mahalaxmi, Mumbai 400 011, India

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED AT ITS MEETING HELD ON 11TH JUNE, 2019 AT LODHA EXCELUS, APOLLO MILLS COMPOUND, N.M. JOSHI MARG, MAHALAXMI, MUMBAI - 400 011

AUTHORITY TO SIGN POWER OF ATTORNEY

"RESOLVED THAT consent of the Board be and is hereby accorded to execute Special Power of Attorney in favour of Mr. Surandran Nair, Mr. Namita Bakshi and Mr. Patrick Morris (hereinafter referred as "Authorized Signatories") to authorize them severally to do all or any of the acts, deeds, matters and things as more particularly described in the Special Power of Attorney;

RESOLVED FURTHER THAT the draft Special Power of Attorney ("PoA"), as placed before the meeting, be and is hereby approved, the Authorized Signatories, Mr. Smita Ghag and Mr. Piyush Vora, Directors of the Company be and are hereby severally authorised to sign, execute and complete the registration of the PoA and to do all such acts, deeds and things, as may be required in this regard;

RESOLVED FURTHER THAT the authorized signatories be and are hereby also severally empowered to authorize any of the executives of the Company or the group companies or any other person as he may deem fit;

RESOLVED FURTHER THAT the resolution shall be valid till the time the authorised signatories are in the employment of the Company or Group Company or otherwise resolved;

RESOLVED FURTHER THAT any one Director of the Company along with any one Designated Authorized Representative of the Company be and is hereby authorised to issue a true copy of this resolution to the concerned authorities/parties as may be required from time to time "

Certified True Copy
For Palava Dwellers Private Limited


Smita Ghag
Director
DIN: 02447362



बबई - ४
CCG ९०/१८
२०१९



14th June, 2019

Regd. Off: 412, 170 Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001
Tel: +91 22 61334400 Fax: +91 22 23024550
CIN: U37010MH1995PLC093041



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

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

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

Corporate Identification Number (CIN): U45200MH1995PLC093041

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

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

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



बबई - ४
CCG ९०/१८
२०१९

Registrar of Companies
R/C - Mumbai

V T SAJDEVAN

Registrar of Companies
R/C - Mumbai

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

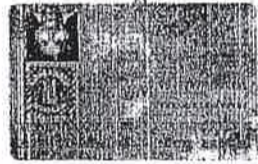
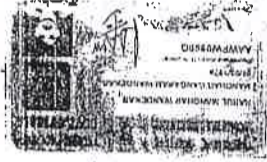
412, Floor- 4, 170 Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra, India, 400001



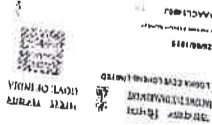
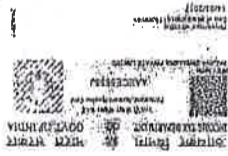
बबई - ४
yler ९०/१८
२०१९

6202
07/27
MTR
A - 1000

2082
06/26
A - 1000



2082
06/26
A - 1000



2082
06/26
A - 1000

Number 1 (Gobwasdhas-1)
508/688
Date: 20/06/2018 8:16 AM
MTR
2082
06/26
A - 1000

2082
06/26
A - 1000



2082
06/26
A - 1000



25/06/2019
 20/9782277489
 25/06/2019

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

Date: 25/06/2019

Bank Name: eBepay

Bank CIN: 100041920190025476719

Ref No.: 20-9782277489

Payment Date: 25/06/2019

Payment Details: DEFACED ₹ 300

PN: 2506201900950

Received from: Macroch Development Ltd. (Mumbai)

Received for: Document Handling Charges

Receipt Date: 25/06/2019

Sl. No.	Particulars	Debit	Credit	Balance
1
2
3



25/06/2019
 20/9782277489
 25/06/2019

Bank - IDBI BANK
 Date of Bank Receipt for GRN MH001925237201920R

Only for Vertical Receipt to be printed and used

Bank Name: IDBI BANK
 Branch: MUMBAI
 Account No: 10000000000000000000

Amount: ₹ 300

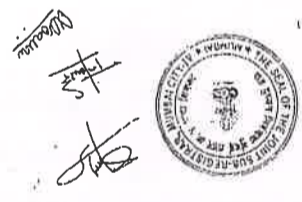
Received for: Document Handling Charges

Received from: Macroch Development Ltd.

Receipt Date: 25/06/2019

25/06/2019

25/06/2019
 20/9782277489
 25/06/2019



CHALAN

Sl. No.: 10000000000000000000

Date: 25/06/2019

Bank Name: IDBI BANK

Branch: MUMBAI

Account No: 10000000000000000000

Amount: ₹ 300

Received for: Document Handling Charges

Received from: Macroch Development Ltd.

Receipt Date: 25/06/2019



DELIVERED

DELIVERED

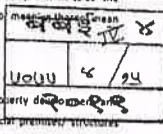
25/06/2019

20/9782277489

25/06/2019

SPECIAL POWER OF ATTORNEY

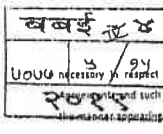
TO ALL TO WHOM THESE PRESENTS SHALL COME, We Mr. Surendran Nair, Mr. Patrick Monis and Ms. Namita Bakshi adults, Indian inhabitants having our office address at 412, Floor-4, 17G Vardhaman Chambers, Cawasji Patel Road, Hornliman Circle, Fort, Mumbai - 400 001 and being Power of Attorneys holders for 1) Macrotech Developers Limited [Formerly known as Lodha Developers Limited], 2) Palava Dwellers Private Limited, both company incorporated and registered under the provisions of the Companies Act, 1956 and having their registered address at 412, Floor-4, 17G Vardhaman Chambers, Cawasji Patel Road, Hornliman Circle, Fort, Mumbai - 400 001 (hereinafter collectively referred to as "the said Companies", which expression shall unless it be repugnant to the context of meaning herein mean and include their successors and assigns) DO HEREBY SEND GREETING:



WHEREAS:

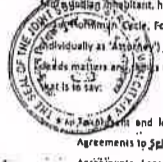
- A. The said Companies are engaged in business of real estate and property development by constructing various buildings comprised of residential and commercial premises/ structures and selling such residential and commercial premises/ structures in Mumbai, Thane and elsewhere in India.
- B. The Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Leave and License Agreements, Lease Deed and such other transfer documents with the prospective purchasers for the sale/transfer/license 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.
- C. By Special Power of Attorney dated 20/06/19, is duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. 8484/1000/2019 respectively, the said Companies appointed us as their true and lawful attorneys to jointly and/ or severally do all or any of the acts, deeds, matters and things and exercise all the powers and authorities mentioned in the said Special Power of Attorney dated 20/06/19 and on behalf of the said Companies.
- D. By the said Special Power of Attorney dated 20/06/19, the said Companies also authorized us to substitute and appoint in our place one or more substitutes on the terms as we shall deem fit and proper for exercising all or any of the powers and authorities and to so all acts, things, matters and things under the said Special Power of Attorney dated 20/06/19.
- E. Therefore, in order to facilitate the process of registration and admitting execution of the various Agreements to Sell/Agreement to Assign/Leave and License Agreements/Lease Deed/Deeds of Rectification or Cancellation or Confirmation and such other necessary documents in relation to the sale/transfer/license of residential and commercial premises/ structures in the buildings constructed by the said Companies in various development projects in favour of their prospective purchasers, before the offices of Sub Registrar of Assurances at Mumbai District, Thane District and at other places in India, we are desirous of appointing (1) Mr. Pandharaj Kesarkar, (2) Mr. Rahul Wandekar, (3) Mr. Ramnath Rawal and (4) Mr. Pramod Kambale (5) Mr. Pratap Satavakar, (6) Mr. Shallesh More, jointly and/ or severally, as our true and lawful attorneys to do all or any of the following acts, deeds, matters and things as may be

Handwritten signatures and initials: T. G., P.R. Kesarkar, P. Kambale, P. Satavakar, S. More, P. Rawal, P. Wandekar.



of the Agreements to Sell/Agreements to Assign, Leave and License and such other related documents with/in favour of the prospective purchasers in the manner appearing hereinafter.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that we MR. SURENDRAN NAIR, MR. PATRICK MONIS and MS. NAMITA BAKSHI, adults, Indian inhabitants, having office address at 412, Floor-4, 17G Vardhaman Chambers, Cawasji Patel Road, Hornliman Circle, Fort, Mumbai-400 001 do hereby nominate, constitute and appoint (1) Mr. Pandharaj Kesarkar, Indian inhabitant, having office address at 412, Floor-4, 17G Vardhaman Chambers, Cawasji Patel Road, Hornliman Circle, Fort, Mumbai-400 001, (2) Mr. Rahul Wandekar, Indian inhabitant, having office address at 412, Floor-4, 17G Vardhaman Chambers, Cawasji Patel Road, Hornliman Circle, Fort, Mumbai-400 001, (3) Mr. Ramnath Rawal, Indian inhabitant, having office address at 412, Floor-4, 17G Vardhaman Chambers, Cawasji Patel Road, Hornliman Circle, Fort, Mumbai-400 001, (4) Mr. Pramod Kambale, Indian inhabitant, having office address at 412, Floor-4, 17G Vardhaman Chambers, Cawasji Patel Road, Hornliman Circle, Fort, Mumbai-400 001 (hereinafter collectively referred to as "Attorneys" and individually as "Attorney") jointly and/ or severally, as our true and lawful attorney/s to do following acts and to exercise all or any of the powers and authorities hereinafter conferred



- 1. To appear and lodge for registration with the concerned Sub-Registrar of Assurances the Agreements to Sell/E-registration Agreements to Sell, Agreements to Assign, Leave and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation and other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreements to Assign/E-registration Agreements to Sell, Leave and License Agreements/Lease Deeds/ Deeds of Rectification or Cancellation or Confirmation executed by us and relating to the sale/transfer/license of the residential and commercial units and other.
- 2. To appear and admit execution before the concerned Sub-Registrar of Assurances of such executory Agreements to Sell, E-registration Agreements to Sell, Agreements to Assign, Leave and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation and other ancillary and incidental documents, papers, forms and deeds.
- 3. To comply with all the requisitions and complete all the formalities to register such Agreements to Sell/Agreements to Assign/ E-registration Agreements to Sell, Agreements to Assign, Leave 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/Agreements to Assign under the Registration Act, 1908.

Handwritten signatures and initials: P. Kesarkar, P. Kambale, P. Satavakar, S. More, P. Rawal, P. Wandekar.

AND GENERALLY to do all acts, deeds, matters or things relating to the admitting execution and registration of the Agreements to Sell/Agreement to Assign/ E-registration Agreements to Sell/Leave 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/E registration Agreements to Sell/Agreement to Assign/ Leave and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation entirely at the risk and cost of the said Attorney/s.

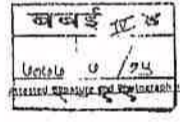
This Power of Attorney shall remain valid and in force till the same is revoked so far as the Attorneys are in employment of any of the said companies.

AND WE HEREBY ratify and confirm in capacity as Power of Attorney holders of the said Companies whatever the said Attorneys shall do or cause to be done by virtue of this Power of Attorney will be used for company registrations only.

IN WITNESS WHEREOF we MR. SURENDRAN NAIR, MR. PATRICK MONIS and MS. NAMITA BAKSHI have hereunto set and subscribed our respective hands to this Power of Attorney on this 20TH day of June 2019.

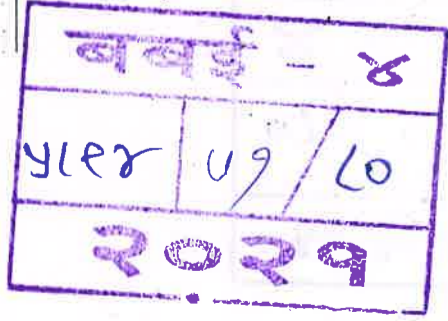
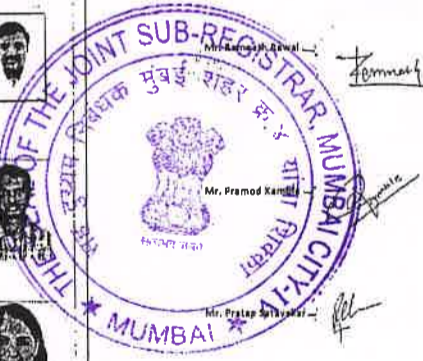
- SIGNED AND DELIVERED
By the within named
MR. SURENDRAN NAIR
In the presence of
1)
- SIGNED AND DELIVERED
By the within named
MR. PATRICK MONIS
In the presence of
1)
- SIGNED AND DELIVERED
By the within named
MS. NAMITA BAKSHI
In the presence of
1)

Signatures and photographs of the attorneys: P. Kesarkar, P. Kambale, P. Satavakar, S. More, P. Rawal, P. Wandekar.

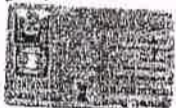
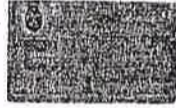
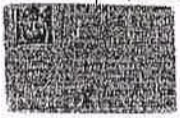
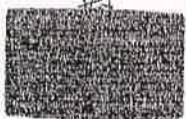
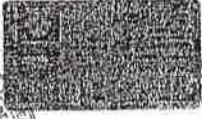
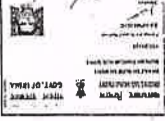


Name Signature Photograph

Signatures and photographs of the attorneys: P. Kesarkar, P. Kambale, P. Satavakar, S. More, P. Rawal, P. Wandekar.



2002
26/06/02
R A P B B



2002
26/06/02
R A P B B



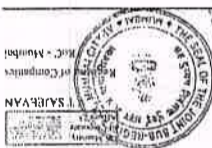
2002
26/06/02
R A P B B

1. Name of the Company: LOKHA DEVELOPERS PRIVATE LIMITED
2. CIN: 15200MH1995PLC092041
3. Registered Office: 112, Floor-4, 170 Vardaan Chambers, Cawasji Road, Fort, Mumbai.
4. Date of Incorporation: 27/05/1995
5. Date of Change of Name: 26/06/2002
6. Status: Active



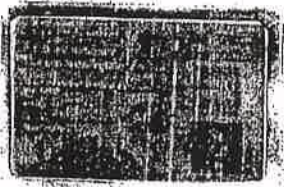
2002
26/06/02
R A P B B

Maharashtra, India, 400001
112, Floor-4, 170 Vardaan Chambers, Cawasji Road, Fort, Mumbai.



MINISTRY OF CORPORATE AFFAIRS
GOVERNMENT OF INDIA
Office of the Registrar of Companies
108 Marine Drive, Mumbai, Maharashtra, India, 400002
Certificate of Incorporation pursuant to change of name
(Pursuant to rule 27 of the Companies (Change of Name) Rules, 2011)
Corporate Identity Number (CIN): 15200MH1995PLC092041
I hereby certify that the name of the company has been changed from LOKHA DEVELOPERS LIMITED to LOKHA DEVELOPERS PRIVATE LIMITED with effect from the date of this certificate and that the company is listed
by shares.
The company was originally incorporated with the name LOKHA DEVELOPERS PRIVATE LIMITED.
Given under my hand and seal at Mumbai this Twenty-fourth day of May two thousand nineteen.

1. Name of the Company: LOKHA DEVELOPERS PRIVATE LIMITED
2. CIN: 15200MH1995PLC092041
3. Registered Office: 112, Floor-4, 170 Vardaan Chambers, Cawasji Road, Fort, Mumbai.
4. Date of Incorporation: 27/05/1995
5. Date of Change of Name: 26/06/2002
6. Status: Active
7. Nature of Business: Real Estate Development
8. Authorized Share Capital: ₹ 100 Crores
9. Paid Up Share Capital: ₹ 100 Crores
10. Number of Members: 10
11. Name and Address of the Registrar: Registrar of Companies, Mumbai, 108 Marine Drive, Mumbai, Maharashtra, India, 400002.
12. Name and Address of the Company Secretary: Mr. Ravi Kulkarni, 112, Floor-4, 170 Vardaan Chambers, Cawasji Road, Fort, Mumbai, Maharashtra, India, 400001.



खवई - ४
 10/06/2019
 २०२९

Summary-1 (Gashwanulhag-1)
 508/7077
 २५/०६/२०१९ १२:२६ PM
 ५०८/७०७७

एन एमः २२६४/१०७७/२०१९
 एन एमः २००-
 एन एमः ५००-

५. वि. प्र. ३. वि. ३२६४ नं. १०७७/२०१९
 ५. ७ ७०७७ नं. २५-०६-२०१९
 १२:२६ PM, २५/०६/२०१९

मार्क: ७८४	मार्क तिथि: २५/०६/२०१९
मार्क: १००.००	
मार्क: ३००.००	
मार्क: ४००.००	

प्रतिज्ञापन

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY & DISTRICT

Summary-2 (एन एमः ५०० - १)
 25/06/2019 12:47:35 PM
 एन एमः ५०८/७०७७/२०१९

अनु क्र.	व्यक्ति का नाम	व्यक्ति का पता	व्यक्ति का फोटो	व्यक्ति का हस्ताक्षर
1	मार्क: १००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई - ४०० ००४ MAHARASHTRA, MUMBAI, Non-Government पिन सं: 400004		
2	मार्क: ३००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		
3	मार्क: ४००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		
4	मार्क: १००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		
5	मार्क: ३००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		
6	मार्क: ४००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		
7	मार्क: ५००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY & DISTRICT

Summary-3 (एन एमः ५०० - १)
 25/06/2019 12:47:35 PM
 एन एमः ५०८/७०७७/२०१९

अनु क्र.	व्यक्ति का नाम	व्यक्ति का पता	व्यक्ति का फोटो	व्यक्ति का हस्ताक्षर
1	मार्क: १००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		
2	मार्क: ३००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		
3	मार्क: ४००.००	४१२ ४५५ नगर १७जी बर्डीमन रोड बरबाडी रोड हीडिगम कॉम्प, एन.ए. मुंबई, एन.ए. मुंबई पिन सं: 400004		

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI CITY & DISTRICT

खवई - ४
 10/06/2019
 २०२९

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMOL AVINASH NARKAR
AVINASH KESHAV NARKAR

22/02/1985

Permanent Account Number

AGNPN7325C

Narkar

Signature



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वर्ष - ४
year or 20
२०२१

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



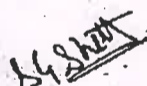
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Permanent Account Number Card

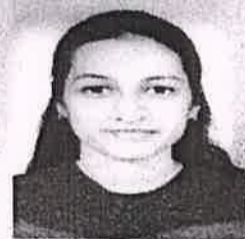
BYIPS1769M

नाम / Name
SARIKA AMOL NARKAR

पिता का नाम / Father's Name
GOPAL TIMAYYA SHETTY

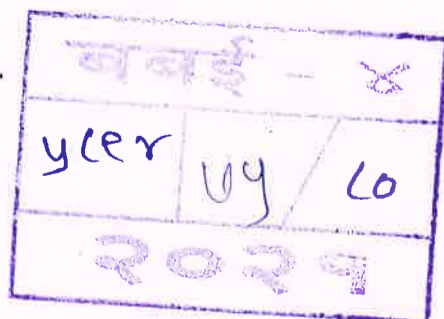
जन्म की तारीख / Date of Birth
24/06/1987


हस्ताक्षर / Signature



20062017





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स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAYPN8403C



नाम /NAME

AVINASH KESHAV NARKAR

पिता का नाम /FATHER'S NAME

KESHAV GANU NARKAR

जन्म तिथि /DATE OF BIRTH

01-02-1957

P. Narkar

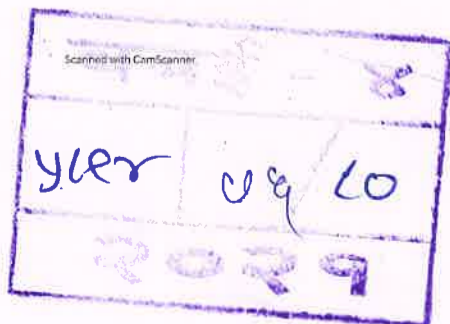
हस्ताक्षर /SIGNATURE

Avinash Narkar

आयकर आयुक्त (कम्प्यूटर केंद्र)

Commissioner of Income-tax (Computer Operations)

Avinash Narkar



आयकर विभाग

INCOME TAX DEPARTMENT

ASHISH AVINASH NARKAR

AVINASH KESHAV NARKAR

14/03/1989

Permanent Account Number

ATMPN2475K

NARKAR
Signature



भारत सरकार

GOVT. OF INDIA



NARKAR

विवरण	₹
यलर ७०	७०
२०२१	



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07 / 70 27R
2 - 202



508/5894

बुधवार, 07 एप्रिल 2021 1:38 म.नं.

दस्त गोषवारा भाग-1

बबई4

दस्त क्रमांक: 5894/2021

दस्त क्रमांक: बबई4 /5894/2021

बाजार मुल्य: रु. 3,90,88,340/-

मोबदला: रु. 3,97,71,229/-

भरलेले मुद्रांक शुल्क: रु.11,93,500/-

दु. नि. सह. दु. नि. बबई4 यांचे कार्यालयात

पावती:6330

पावती दिनांक: 07/04/2021

अ. क्रं. 5894 वर दि.07-04-2021

सादरकरणाराचे नाव: अमोल अविनाश नारकर - -

रोजी 1:33 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 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 स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

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

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

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबोमाठी दस्त निष्पादक व कडुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

लिहून घेणारे



दस्त गोषवारा भाग-2

बर्बई4

५०१०

दस्त क्रमांक:5894/2021

07/04/2021 2 33:20 PM

दस्त क्रमांक :बर्बई4/5894/2021

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अमोल अविनाश नारकर - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AGNPN7325C	लिहून घेणार वय :-36 स्वाक्षरी:-		
2	नाव:सारिका अमोल नारकर - - पत्ता:-, -, 30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया, -, -, वर्ली नका, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:BYIPS1769M	लिहून घेणार वय :-33 स्वाक्षरी:-		
3	नाव:मॅक्रोटोक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वंडेकर - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AAAACL1490J	लिहून देणार वय :-41 स्वाक्षरी:-		

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

टोळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अविनाश नारकर - - वय:62 पत्ता:30/23 बीडीडी चाळ वरळी, मुंबई, इंडिया पिन कोड:400018			
2	नाव:आशिष नारकर - - वय:32 पत्ता: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 दुय्यम निबंधक, मुंबई-4

प्रमाणित करणेत येते की या
दस्तामध्ये एकूण.....१०.....पाने
पुस्तक क्रमांक-१, बर्बई-४/.....५६९४/२०२१
नोंदला.
दिनांक ०७/०४/२०२१

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRV Licence	Amount	Used At	Deface Number	Deface Date
1	Amol Avinash Narkar	eChallan	00040572021033158597	MH014908483202020	1193500.00	SD	0000114104202122	07/04/2021
2		DHC		0604202117919	1600	RF	0604202117919D	07/04/2021
3	Amol Avinash Narkar	eChallan		MH014408483202020	30000	RF	0000114104202122	07/04/2021

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

5894 /2021

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

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



CHALLAN
MTR Form Number-6



GRN	MH014408483202021E	BARCODE					Date	31/03/2021-08:16:15	Form ID	25.2	
Department					Inspector General Of Registration						
Type of Payment					Stamp Duty Registration Fee						
Office Name					BOM2_JT SUB REGISTRA MUMBAI CITY 2						
Location					MUMBAI						
Year					2020-2021 One Time						
Account Head Details					Amount In Rs.		Premises/Building				
0030045501 Stamp Duty					1193500.00		Road/Street				
0030063301 Registration Fee					30000.00		Area/Locality				
							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				
Total					12,23,500.00		Words				
							ees Only				
Payment Details					STATE BANK OF INDIA						
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.

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