

19484

AGREEMENT FOR SALE

BETWEEN

MIG (BANDRA) REALTORS AND BUILDERS PRIVATE LIMITED

AND

RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED

AND

MR. SREEJITH KARAL PUTHANPURAYIL

MRS. DEEPTHI SREEJITH

**FLAT NO. 2002
20TH FLOOR
WING 14**

TEN BKC

401/19484

पावती

Original/Duplicate

Friday, November 24, 2023

नोंदणी क्र. :39म

4:54 PM

Regn.:39M

पावती क्र.: 21502 दिनांक: 24/11/2023

सावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: वदर15-19484-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: श्रीजित काराल पुतनपुरयिल - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3500.00

पृष्ठांची संख्या: 175

एकूण:

रु. 33500.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

5:12 PM ह्या वेळेस मिळेल.

सह. दु.नि.अंधेरी

बाजार मूल्य: रु.43622276.92 /-

मोबदला रु.58103574/-

घरलेले मुद्रांक शुल्क : रु. 3486300/-

सह. दुय्यम निबंधक, अंधेरी क्र. ४,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रक्कम: रु.1500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1123177802853 दिनांक: 24/11/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1123176602619 दिनांक: 24/11/2023

बँकेचे नाव व पत्ता:

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

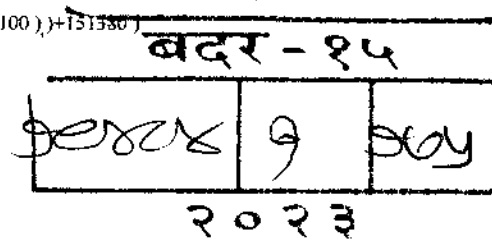
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011034525202324E दिनांक: 24/11/2023

बँकेचे नाव व पत्ता:

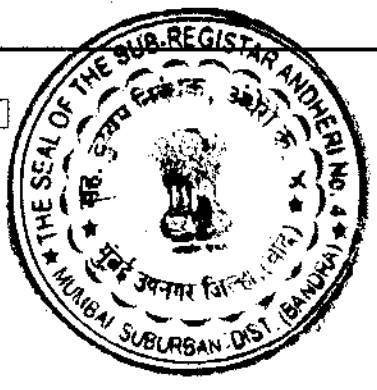
REGISTERED ORIGINAL DOCUMENT

REGISTERED ON 25 NOV 2023

Pre-Registration summary(नोंदणी पूर्व गोषवारा)

मूल्यांकन पत्रक (शहरी क्षेत्र - वाणीय)					
Valuation ID	202311247378			24 November 2023,04:41:48 PM बदर 15	
मूल्यांकनाचे वर्ष	2023				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	29-बांद्रा - पूर्व (अक्षरी)				
उप मूल्य विभाग	भुभाग: उत्तरेस शाखा देवी रोड, पुर्वेस गावाची हद्द, दक्षिणेस गावाची हद्द, पश्चिमेस दुरगतो मार्ग				
सह्ये नंबर /न. भू क्रमांक :	सि.टी.एस. नंबर#649				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली रचणी	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	पंजमापनाचे एकक चौरस मीटर
151380	306190	352120	382740	306190	
बांधणी क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	123.18चौरस मीटर	मिळकतीचा वापर-	विवाही सदनिका	मिळकतीचा प्रकार-	बांधीन
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे बय-	0 TO 2वें	बांधकामाचा दर -	Rs.30250/-
उदवाहन सुविधा-	आहे	मजला -	11th floor To 20th floor		
गस्ता सम्बन्ध - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय दर/वाढ = 110% apply to rate= Rs.336809/-					
पसम-यानुसार मिळकतीचा प्रति ची. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * पसम-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) =(((336809-151380) * (100 / 100)))+151380) = Rs.336809/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 336809 * 123.18 = Rs.41488132.62/-				
E) बंदिस्त वाहन तळाचे क्षेत्र	27.88चौरस मीटर				
बंदिस्त वाहन तळाचे मूल्य	= 27.88 * (306190 * 25/100) = Rs.2134144.3/-				
Applicable Rules	= ,10,4,16				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + बांधकामाचे मूल्य + भेदभागीय मजला क्षेत्र मूल्य + लागतल्या पत्रकीचे मूल्य + वरील मजलीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वास्तू तळाचे मूल्य + इतराती मंजुरीच्या खुल्या जमिनीचे मूल्य + बंदिस्त बांधकामी + बंदिस्त वास्तू = A + B + C + D + E + F + G + H + I + J = 41488132.62 + 0 + 0 + 0 + 2134144.3 + 0 + 0 + 0 + 0 + 0 =Rs.43622276.92/-				

Home Print



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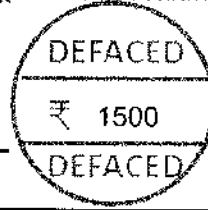


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1123177802853	Receipt Date	24/11/2023
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Received from MIG BANDRA REALTORS AND BUILDERS PRIVATE LIMITED, Mobile number 7249777777, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered on Document No. 19484 dated 24/11/2023 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	IBKL	Payment Date	17/11/2023
Bank CIN	10004152023111702688	REF No.	2869645598
Deface No	1123177802853D	Deface Date	24/11/2023

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



बदर-२५
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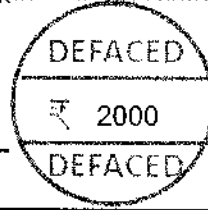


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1123176602619	Receipt Date	24/11/2023
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Received from MIG BANDRA REALTORS AND BUILDERS PRIVATE LIMITED, Mobile number 7249777777, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 19484 dated 24/11/2023 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	IBKL	Payment Date	17/11/2023
Bank CIN	10004152023111702474	REF No.	2869643942
Deface No	1123176602619D	Deface Date	24/11/2023

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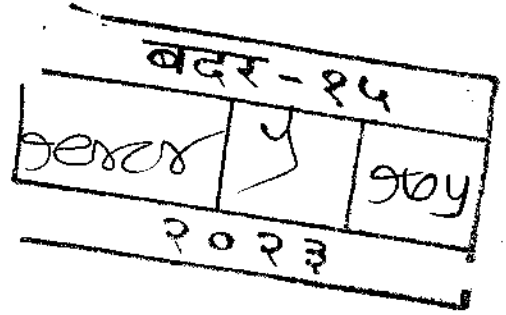


GRN : MH011034525202324E Amount : 35,16,300.00

Bank : IDBI BANK

Date : 16/11/2023-17:55:36

2	(iS)-401-19484	0005987830202324	24/11/2023-16:52:59	IGR189	3486300.00
Total Defacement Amount					35,16,300.00



Signature Not Verified

Digitally signed by DS
DIRECTORATE OF ACCOUNTS
AND TREASURY, MUMBAI 02
Date: 2023.11.24 04:56:23 IST
Reason: GRAS Secure Document
Location: India

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1123176602619	Date 17/11/2023
Received from MIG BANDRA REALTORS AND BUILDERS PRIVATE LIMITED, Mobile number 7249777777, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBKL	Date 17/11/2023
Bank CIN 10004152023111702474	REF No. 2869643942
This is computer generated receipt, hence no signature is required.	

बंदर - १५
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1123177802853	Date 17/11/2023
Received from MIG BANDRA REALTORS AND BUILDERS PRIVATE LIMITED, Mobile number 7249777777, an amount of Rs.1500/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBKL	Date 17/11/2023
Bank CIN 10004152023111702688	REF No. 2869645598
This is computer generated receipt, hence no signature is required.	

बंदर-२५
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AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made and entered into at **Mumbai** on this 24th

day of November in the year **2023**

BETWEEN

MIG (BANDRA) REALTORS AND BUILDERS PRIVATE LIMITED (CIN: U45200MH2007PTC172150) (PAN: AABCL3291N) (formerly known as DB MIG Realtors and Builders Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at 7th Floor, Resham Bhavan, Veer Nariman Road, Churchgate, Mumbai – 400 020 (hereinafter referred to as “**the Developer/Promoter DB**”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) of the **FIRST PART**;

AND

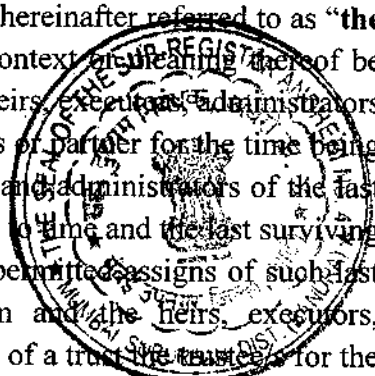
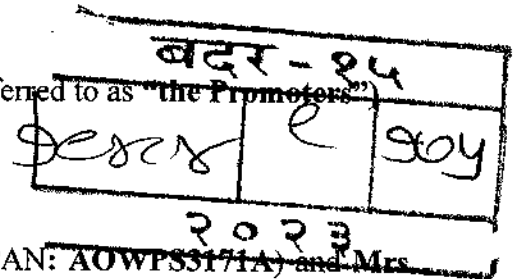
RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED (CIN: U45400MH2014PTC256188) (PAN: AAECV8428Q) (formerly known as Vishwaroop Estates and Developers Private Limited), a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at 704 Hallmark Business Plaza, Sant Dnyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East) Mumbai - 400051 hereinafter referred to as “**the Company/ Promoter Radius**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **SECOND PART**;

(The Developer and the Company are hereinafter collectively referred to as “**the Promoters**”)

AND

Mr. Sreejith Karal Puthanpurayil (Alias Sreejith K P) (PAN: AOWPSS171A) and **Mrs. Deepthi Sreejith** (PAN: BAWPS2085N) having his / her / their address at **1505 Augustus Raheja Acropolis-2, Near Telecom Factory Deonar, Mumbai - 400088**, hereinafter referred to as “**the Allottee**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **THIRD PART**

The Developer, the Company and the Allottee are hereinafter collectively referred to as “**the Parties**”, and individually as a “**Party**”.



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WHEREAS:		

A. The Real Estate Project (Defined Below) is being developed on all those pieces or parcels of leasehold land bearing Survey No 341 (part), corresponding to City Survey Nos. 649 and 649/1 to 48 of Village Bandra admeasuring 20149.40 square meters or thereabouts lying, being and situate at Gandhi Nagar, Bandra (East), Mumbai – 400 051 in Municipal “H” Ward East (“**the Larger Land**”) more particularly described in the **FIRST SCHEDULE** hereunder written, as recited hereinbelow The Larger Land is shown delineated by a red colour boundary line on a plan annexed hereto and marked as **Annexure “A”** hereto.

B. The details pertaining to the Larger Land is as follows-

(i) The Maharashtra Housing and Area Development Authority (“**MHADA**”), a statutory authority constituted under the Maharashtra Housing and Area Development Act, 1976 (“**the Act**”) and any amendments thereto is entitled to the said Larger Land.

(ii) In or around the year 1961-62 the Maharashtra Housing Board (“**MHB**”) (predecessor in title of MHADA) prepared a private lay-out of a housing scheme for people coming from the Middle-Income Group in respect of larger land located at Gandhinagar (including the said Land) and constructed 19 (nineteen) buildings consisting of four categories of flats (“**the Old Buildings**”) on the Larger Land. The Larger Land and the Old Buildings are hereinafter collectively referred to as “**the said Property**”.

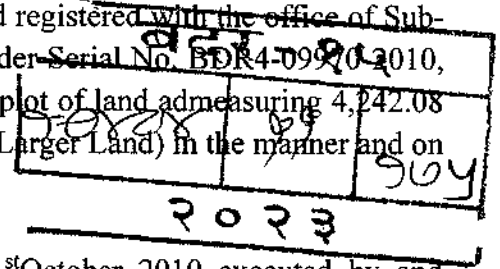
(iii) The MHB allotted flats in the said Buildings to certain individuals and such allottees of the flats in the Old Buildings formed and registered a co-operative society known as ‘The Middle Income Group Co-Operative Housing Society Limited’, under the provisions of the Maharashtra Co-operative Societies Act, 1960 on 14th September, 1977 under Registration No. BOM/HSG/5201 dated 14-9-1977 and having its registered office at Shed, behind D-17, M.I.G. Colony, Bandra (East), Mumbai 400 051 (“**the Society**”). The Society presently has 176 members (“**the Existing Members**”) having occupancy right, title and interest in their respective flats allotted to them by MHB.

(iv) By and under an Indenture of Lease dated 24th December, 2008 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR1-00112-2009, MHADA granted unto the said Society the lease of a portion of the said Larger Land comprising of land underneath and appurtenant to the Old Buildings admeasuring 10,373.54 square meters and tit-bit land admeasuring 5,533.78 square meters, together admeasuring 15,907.32 square meters, for a term of 90 years commencing from 16th May, 1977, in the manner and on the terms and conditions recorded therein.

(v) Simultaneously with the execution of the aforesaid Lease Deed, by and under Deed of Sale executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR1-00113-2009, MHADA conveyed, granted and assured unto the Society the Old Buildings to have and hold the Old Buildings as owner for residential use, in the manner and on the terms and conditions recorded therein.

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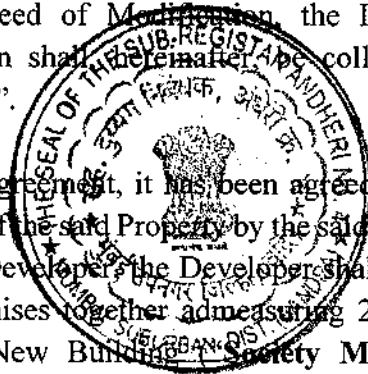
(vi) Also, by and under a Deed of Supplementary Lease dated 11th October 2010 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR4-099702010, MHADA granted unto the Society the lease of plot of land admeasuring 4,242.08 square meters (being the balance portion of the Larger Land) in the manner and on the terms and conditions recorded therein.



(vii) Thereafter, Development Agreement dated 31st October 2010 executed by and between the Society, and registered with the Sub Registrar of Assurances Bombay at Bandra under Serial No. BDR4-02477 of 2011, the Society granted development rights in respect of the said Property to the Developer, in the manner and on the terms and conditions mentioned therein.

(viii) Thereafter, by and under the Deed of Modification dated 23rd August, 2014 registered along with a Deed of Confirmation dated September 29, 2015 registered under Serial No. 8114 of 2015 and a Deed of Rectification to the Deed of Confirmation to the Deed of Modification dated September 30, 2015 registered under Serial No. 8119 of 2015, executed between the Society and the Developer ("**Deed of Modification**"), the Society and the Developer have modified certain terms of the said Development Agreement in the manner provided therein. The said Development Agreement read with the Deed of Modification, the Deed of Confirmation and the Deed of Rectification shall hereinafter collectively referred to as "**the Development Agreement**".

(ix) Under the terms of the said Development Agreement, it has been agreed that in consideration of grant of development rights of the said Property by the said Society and the Existing Members in favour of the Developer, the Developer shall, inter-alia, provide to the Existing Members Premises together admeasuring 2,51,040 square feet carpet area in the proposed New Building ("**Society Members Premises**") together with any upgrade thereto and along with amenities, common amenities, common spaces/ areas, open spaces, car-parking spaces and other entitlements as per the terms and conditions agreed therein.



(x) Under the Development Agreement, the Developer is entitled to redevelop the said Property by utilizing the FSI as may be permitted under the D. C. Regulations and more particularly under Regulation 33(5) of the D. C. Regulations and MHADA Regulations on the said Property as agreed therein with the Society and to undertake marketing of the Developer's Premises (as defined in the Development Agreement) on its own account and for its own benefit and on such marketing and receive the full and complete proceeds in its own name and for its own benefit and give effectual receipts and hand over possession of the Developer's Premises to the Allottees.

(xi) By and under an Agreement relating to Re-development dated 31st March, 2016 executed between the Company and the Developer and registered with the office of Sub-registrar of Assurances of Mumbai at Andheri-6 under Serial No. 3691/2016 and the Supplemental Agreement dated 26th August, 2016 executed between the Company and the Developer and registered with the office of Sub-registrar of Assurances of Mumbai under Serial No. 7678/2016 and the Second Supplemental Agreement dated 29th March, 2017 executed between the Developer and the Company and registered with the office of Sub-registrar of Assurances of Mumbai

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under Serial No. 6344/2017 read with the consent terms recorded in an Interim Award dated 21st November 2018 and a Supplemental Agreement dated 25th February, 2021 other deeds, documents and writings ("the said Radius Agreement"), the Developer and the Company have agreed to undertake the redevelopment of the said Property, in the manner and on the terms and conditions recorded therein.

(xii) The Developer has created encumbrances as set-out herein below:

(a) By and under a Deed of Mortgage dated 28th June 2018 registered with the office of the Sub-Registrar of Mumbai at Bandra under Sr. No. BDR-15/3273 of 2018, the Developer has mortgaged the unsold Flats coming to its share in the project and the receivables of the sold Flats coming to its share, with HDFC Limited in the manner and on the terms and conditions stated therein.

(b) By and under a Amendatory Mortgage Deed dated 12th June 2020 (to the Mortgage Deed dated 28th June 2018) registered with the office of the Sub-Registrar of Mumbai at Bandra under Sr. No. BDR-18/4078 of 2020, wherein the Developer has amended/modified/rectified the Mortgage Deed to the extent of the description of the "Unsold units" coming to its share in the Real Estate Project (Defined Below) and the "receivables of the sold Flats" coming to its share, with HDFC Limited in the manner and on the terms and conditions stated therein.



(c) By and under a Deed of Mortgage dated 27th December 2021 registered with the office of the Sub-Registrar of Mumbai under Sr. No. BDR-1/17110, the Developer has mortgaged the unsold Flats coming to its share in the Real Estate Project (Defined Below) and the receivables of the sold Flats coming to its share, with HDFC in the manner and on the terms and conditions stated therein.

(d) By and under a Deed of Mortgage dated 28th December 2021 registered with the office of the Sub-Registrar of Mumbai under Sr. No. BDR-1/17123 of 2021, the Developer has mortgaged the unsold Flats coming to its share in the Real Estate Project (Defined Below) and the receivables of the sold Flats coming to its share, with Adani in the manner and on the terms and conditions stated therein.

(xiii) The Company had created encumbrances as set-out hereinbelow:

(a) By and under a Debenture Trust Deed dated 16th June, 2016 registered with the Office of the Sub Registrar of Assurances under No. BDR-4-5474 of 2016 executed by and between, inter-alia, the Company and IL&FS Trust Company Limited (now known as Vistra ITCL (India) Limited) therein referred to as the "Debenture Trustee", read with the First Supplemental Deed to the abovementioned Debenture Trust Deed dated 15th November, 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR-1-12880-2017, read with the Second Supplemental Deed to the above mentioned Debenture Trust Deed dated 25th January 2019 registered with the office of Sub-Registrar of Assurances under No. BDR4-843-2019

②

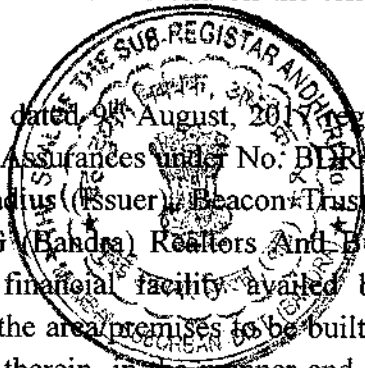
the Company has mortgaged the a portion of the Company Premises (as defined in the Agreement Relating to the Redevelopment) to be built to the Larger Land, more specifically stated therein in favour of the Debenture Trustee therein.

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(b) By and under a Debenture Trust Deed dated 29th December, 2016 registered with the Office of the Sub Registrar of Assurances under No. BDR-4-75 of 2017 executed by the Company and Beacon Trusteeship Limited therein referred to as the Debenture Trustee Company has mortgaged a portion of the Company Premises to be built to the Larger Land, more specifically stated therein in favour of the Debenture Trustee therein.

(c) By and under Debenture Trust Deed dated 29th May, 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR4-4557 of 2017 executed by and among Exquisite Shelters Private Limited, Beacon Trusteeship Limited (Debenture Trustee) and MIG (Bandra) Realtors and Builders Private Limited against financial facility availed by the Promoter Radius against the charge of the area/premises to be built to the said Land as more particularly set out therein, in the manner and on the terms and conditions stated therein.

(d) By and under a Debenture Trust Deed dated 29th August, 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR4-8118 of 2017 executed by the Promoter Radius (Issuer), Beacon Trusteeship Limited (Debenture Trustee) and MIG (Bandra) Realtors And Builders Private Limited (Developer) against financial facility availed by the Promoter Radius against the charge of the area/premises to be built to the said Land as more particularly set out therein, in the manner and on the terms and conditions stated therein.



(e) By and under a Unilateral Deed of Mortgage dated 29th August, 2017 registered with the Office of the Sub Registrar under Serial No. 10072 of 2017 read with Unilateral Deed of Mortgage dated 22nd November, 2017 registered with the Office of the Sub Registrar under Serial No. 13181 of 2017 read with Unilateral Deed of Mortgage dated 22nd November, 2017 registered with the Office of the Sub Registrar under Serial No. 13183 of 2017 executed by and between the Company therein referred to as the 'Mortgagor' and Housing Development Finance Corporation Limited therein referred to as the 'Lender', the Company has inter alia mortgaged in favour of Housing Development Finance Corporation Limited, respect of a portion of Company's Premises to be built to the Larger Land more particularly described therein, in the manner and on the terms and conditions stated therein.

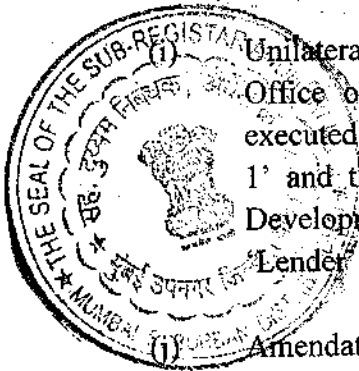
(f) Unilateral Indenture of Mortgage for Creation of Additional Security dated 16th December 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR1-14113-2017 read with Unilateral Indenture of Mortgage for Creation of Additional Security dated 16th December 2017

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Registered with the Office of the Sub Registrar of Assurances under No. BDR1-14114-2017 executed by the by and between the Promoter Radius and Housing Development Finance Corporation Limited, the Promoter Radius has inter alia mortgaged in favour of Housing Development Finance Corporation Limited, additional premises as more particularly described therein, in the manner and on the terms and conditions stated therein.

- (g) By and under Debenture Trust Deed dated 31st January, 2019 registered with the Office of the Sub Registrar of Assurances under No. BDR4-1101 of 2019 executed by the Promoter Radius, Sanjay Chhabria, Ritu Chhabria and Beacon Trusteeship Limited (Debenture Trustee) against financial facility availed by the Promoter Radius against the charge of the area/premises to be built to the said Land as more particularly set out therein, in the manner and on the terms and conditions stated therein.
- (h) Unilateral Indenture of Mortgage dated 21st June 2019 registered with the Office of the Sub Registrar under Serial No. BDR-4-6223 of 2019 executed by and between the Company therein referred to as the 'Mortgagor 1' and the Developer therein referred to as Mortgager 2 and Housing Development Finance Corporation Limited therein referred to as the 'Lender'



Unilateral Indenture of Mortgage dated 25th July 2019 registered with the Office of the Sub Registrar under Serial No. BDR-15-3846 of 2019 executed by and between the Company therein referred to as the 'Mortgagor 1' and the Developer therein referred to as Mortgager 2 and Housing Development Finance Corporation Limited therein referred to as the 'Lender'

Amendatory Mortgage Deed dated 29th July 2019 registered with the Office of the Sub Registrar under Serial No. 7756 of 2019 executed by and between the Company therein referred to as the 'Mortgagor 1' and the Developer therein referred to as Mortgager 2 and Housing Development Finance Corporation Limited therein referred to as the 'Lender', the Company has inter alia mortgaged in favour of Housing Development Finance Corporation Limited, respect of a portion of Company's Premises to be built to the Larger Land more particularly described therein, in the manner and on the terms and conditions stated therein.

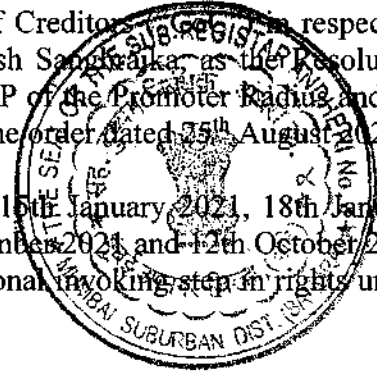
However, in view of the order dated 9th January 2023 passed by the Hon. NCLT approving the Resolution Plan of the successful resolution applicant, the above securities, charges, liens, mortgages, hypothecations etc. as mentioned in this sub-clause have since stood extinguished. So currently, the said Unit or its receivables are not secured with any person/lender etc.

- (xiv) The Society vide its Letter dated 8.5.2020 had purportedly sought to terminate the Development Agreement dated 31st October, 2010 and all modifications thereto. The Promoter challenged and disputed the purported termination and by letter dated 8.5.2020 addressed to the Society denied any breach of the terms of the Development Agreement and has invoked Arbitration. The Promoter filed Commercial Arbitration Petition No.LD-VC-80-2020 - MIG (Bandra) Realtors &

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Builders Pvt. Ltd. vs Middle Income Group (MIG) Cooperative Housing Society Limited (Group-I) in High Court, Bombay wherein inter-alia an Order of status quo dated 26.5.2020 was passed and a Sole Arbitrator was appointed to adjudicate the dispute. The Sole Arbitrator also passed an Interim Award on 5th May 2021. The arbitration proceedings have been settled and the Society and the Promoter have filed consent terms on 27th December 2021 and the Sole Arbitrator has taken such consent terms on record and passed an Consent Award on 30th January 2022.

- (xv) The Adjudicating Authority vide its order dated 30.04.2021 ordered for commencement of Corporate Insolvency Resolution Process ("CIRP") against the Company by admitting the application filed by M/s. Beacon Trusteeship Limited vide C.P No. 1390/IBC/NCLT/MB/MAH/2020 in its capacity as Financial Creditor under Section 7 of the Insolvency and Bankruptcy Code, 2016 ("Code" or "IBC").
- (xvi) The Adjudicating Authority appointed Mr. S. Gopalakrishnan, as the Interim Resolution Professional ("IRP") for conducting the CIRP of the Corporate Debtor. Following the appointment, the IRP published the public announcement in respect of the CIRP on 08.05.2021 pursuant to Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016.
- (xvii) On the constitution of the Committee of Creditors in respect of Promoter Radius, the CoC appointed Mr. Jayesh Sanghwal, as the Resolution Professional ("RP") for continuing with the CIRP of the Promoter Radius and his appointment was confirmed by the NCLT vide the order dated 25th August 2021.
- (xviii) The Promoter DB has addressed letters 16th January 2021, 18th January 2021, 5th April 2021, 21st May 2021, 4th September 2021 and 12th October 2021 to Promoter Radius and the Resolution Professional invoking step in rights under the said Radius Agreement.
- (xix) After following due process, on December 21, 2021, Adani Goodhomes Pvt. Ltd. ("Adani") submitted a Resolution Plan ("**Resolution Plan**") in the ongoing CIRP process of the Promoter Radius. Promoter DB has suspended its invocation of the step in rights and has supported the Resolution Plan filed by Adani, by giving a shortfall undertaking to Adani, which undertaking has been annexed to the Resolution Plan. The COC of Promoter Radius amongst other agenda items voted on resolution plan submitted by Adani and accordingly on December 27, 2021, COC in their commercial wisdom and with a majority of 83.93% declared Adani as the successful resolution applicant of Promoter Radius (Resolution Item No. No.7/ Voting Item No.1).
- (xx) For enabling the construction work of the Real Estate Project (Defined Below) to commence, as and by way of a separate arrangement for the interim period, the Promoter Radius through the Resolution Professional and Promoter DB have appointed Adani as the construction manager for the Project for which a Construction Management Agreement dated December 27, 2021 was executed by and between Promoter DB, Promoter Radius through the RP, and Adani, (*pursuant to a separate resolution passed by the COC on December 27, 2021 - Resolution Item No. No.10 / Voting Item No.4*). Further on December 28, 2021, for purpose of raising of interim finance for Respondent No.5 (to incur expenses towards, inter alia, construction and premiums), a separate facility agreement was executed by and between Adani, Promoter Radius and Promoter DB, for the raising of which interim finance a separate resolution passed by the COC on December 21st, 2021. Under Resolution Item No. No.14 / Voting Item No.8 the Committee of Creditors have authorised Adani to undertake sale of the Units in the Ten BKC Project as per



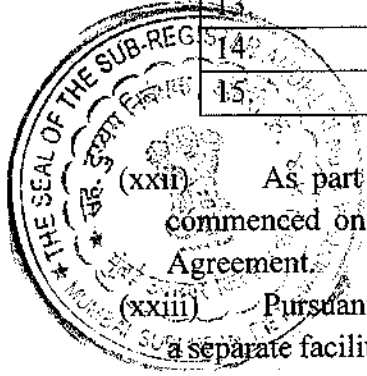
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the CMA (83.93%) Hereto annexed and marked **Annexure "B"** are copies of the Resolutions dated 21st December 2021 passed by the COC.

(xxi) The status of the buildings as on 31st December 2021 was as below :
 90808 904

Total Wing	RCC Construction status as on 31.12.2021
202	Basements (except North NTA and B1 of South NTA)
1.	Ground
2.	Ground
3.	Ground
4.	G+20
5.	G+20
6.	G+20
7.	G+27
8.	G+27
9.	G+8
10.	G+5
11.	G+3
12.	G+3
13.	G+22
14.	G+5
15.	G+5



(xxii) As part of the CIRP of Radius, the construction of the Project has re-commenced on 1st January 2022 as provided in the Construction Management Agreement.

(xxiii) Pursuant to a separate resolution passed by the CoC on December 21, 2021 a separate facility agreement was executed by and between Adani, Promoter Radius and Promoter DB, for the raising of interim finance to incur expenses towards, inter alia, construction and premiums. Further, CoC also passed a separate Resolution Item No. No.14 / Voting Item No. 8 authorising Adani to undertake sale of the flats /units in the Real Estate Project (Defined Below). Hereto annexed and marked Annexure "B" are copies of the Resolutions dated 21st December 2021 passed by the COC.

(xxiv) On February 1, 2022, the RP had filed an application for approval of the Resolution Plan under IA No 573 of 2022 before NCLT, Mumbai Bench. The Resolution Plan as submitted by Adani Goodhomes Pvt. Ltd. has been approved by the Hon'ble NCLT on 9th January 2023. Hereto annexed and marked Annexure "C" is a copy of the Resolution Plan and Annexure "C-1" is a copy of the order dated 9th January 2023 passed by the Hon'ble NCLT. The certain dissenting Financial Creditors, being Beacon Trusteeship Limited and ICICI Prudential Venture Capital Fund Real Estate Scheme I, having voting percentage of 7.44% and 5.71% respectively, filed applications objecting to the approval of the Resolution Plan under Section 31 of IBC, on various grounds. The above applications were heard at length and rejected vide Order dated 2.12.2022 passed by the NCLT. The dissenting creditors have filed Appeals before the Hon'ble National Company Law Appellate Tribunal ("NCLAT"), which are pending as on date and no adverse order has been passed. The expression, "the Company/ Promoter Radius", shall mean and include such resulting entity as per and under the aforesaid Resolution Plan.

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C. The proposed building known as 'Ten BKC' (formerly named as 'Project Bandra') has been registered as a 'real estate project' ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the 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 ("RERA Rules"). The Project has been registered under RERA and the RERA Rules with the Authority under Registration No. P51800004889 and has duly issued the Certificate of Registration for the Project and a copy of the RERA Registration Certificate is annexed and marked as **Annexure "D"** hereto. MahaRERA has approved the revision of the Project Completion date to 5th June 2024 as recorded in the above Certificate.

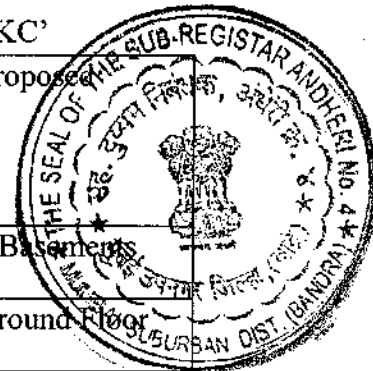
D. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate. The Allottee has agreed and consented to the development of the Real Estate Project (as defined hereinbelow). The Allottee has also examined all documents and information uploaded in respect of the Project on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The details of the Project along with the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

E. The principal and material aspects of the development of the Real Estate Project, are briefly stated below-

(i) The name of the Building is "Ten BKC". The Promoters shall be entitled to re-brand the Project.

(ii) There are 15 wings of a building known as 'Ten BKC'

Total Wing	Proposed Floors	As approved under revised IOA dated 9 th May 2022	Proposed
	5 Basements	5 Basements	5 Basements
	Ground Floor	Ground Floor	Ground Floor
1.	22	19	22
2.	22	22	22
3.	22	20	22
4.	22	22	22
5.	29	29	29
6.	29	29	29
7.	29	29	29
8.	29	29	29
9.	29	29	29
10.	22	22	22
11.	22	22	22
12.	22	22	22
13.	22	22	22
14.	22	22	22
15.	22	22	22



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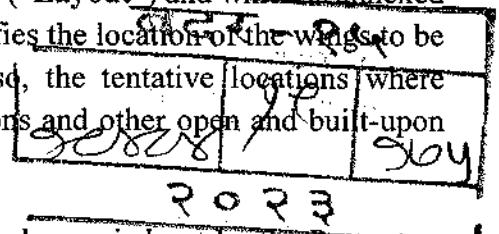
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(iii) ~~A copy of the~~ Intimation of Disapproval No. CHE/WS/0477/H/337 and MH/EE/(B.P.)/GM/MHADA-94/128/2019 dated 23rd September, 2013 as revised on 21st November, 2014 and further amended on 8th December, 2016 further amended on 12th January, 2018 and further amended on 27th September, 2019 and further amended on 9th May 2022, is hereto annexed and marked as **Annexure "E"** and Commencement Certificate dated 25th April, 2016, further endorsed on 6th February, 2018 bearing No. CHE/WS/0477/H/337 further endorsed on 20th November 2018 bearing No. MH/EE/(B.P.)/GM/MHADA-94/128/2018 and further endorsed on 19th October, 2019 bearing no. MH/EE/(B.P.)/GM/MHADA-94/128/2019 and further endorsed on 16th June 2022 bearing No. MH/EE/(BP)/GM/MHADA-94/128/2022/FCC/1/New is hereto annexed and marked as **Annexure "F"**.

- (iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**").
- (v) The Promoters shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project. Such designation may be undertaken by the Promoters on lease, leave and license basis or such other method. For this purpose, the Promoters may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (vi) The Promoters have informed the Allottee that this Project is a phase wise project in terms of consumption of FSI and is being developed as a layout proposal consisting of a multistorey building comprising of multiple wings and the Promoter may amend / modify / vary / alter / increase / decrease / add / delete (as the case may be), the number of floors / number of buildings / number of wings / design / project brand name (including the brand name as decided by the Promoters)/ services / façade / elevation / RG areas / common areas / infrastructure / features / contractors / vendors / suppliers / construction method of the Project, as may be required by the Promoter / Co-Promoter including but limited to, towards product improvement and / or optimizing the use of the full building potential of the Project Property including existing / future additional Floor Space Index (FSI) / Fungible FSI / Transferable Development Rights (TDR) and / or and / or by change of law and / or change of policy and / or any other rights and benefits including on account of undertaking incentive FSI schemes and such other schemes under the applicable laws, or any floating rights which is or may be available in respect of the Project Property or elsewhere and / or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law or as may be required by MCGM or any other Statutory / Governing body and as per and subject to the agreement between the Developer and the Society. The Allottee is aware and accepts that the Promoter shall ultimately develop the Project as per the proposed plans, which have been disclosed to the Allottee and on the RERA website. The Allottee expressly consents to the above under Section 7, 7A of MOFA / Section 14 of RERA, provided that the carpet area / Location / Floor / Wing / Specifications / Facilities / Amenities of the Allottee's Premises is not altered, except for changes as provided in this Agreement.

(vii) The Allottee has perused a copy of the Layout Plan ("Layout") and which is annexed to this Agreement as Annexure "G", which specifies the location of the wings to be built on the Larger Land ("Potential"), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.



(viii) The scheme and scale of development proposed to be carried out by the Promoters on the Larger Land in accordance with applicable law as amended from time to time;

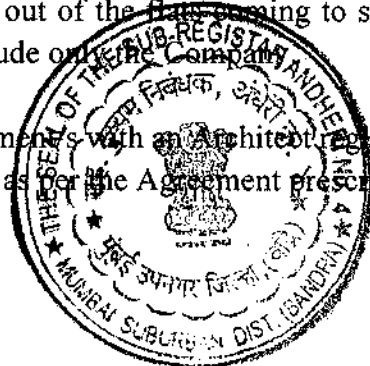
(ix) The Promoters shall be entitled to put hoarding/boards of their Brand Names, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time and shall also be entitled to place, select, decide hoarding/board sites.

(x) The conferment of title of the Building upon the Society with respect to the Whole Project, are more particularly specified in Clause 14 below.

(xi) The Promoters are entitled to amend, modify the Project, in full or in part, as may be required by the Promoters and permitted under applicable law from time to time.

F. The Allottee is/are desirous of purchasing residential premises bearing No. 2002 on the 20th floor of Wing 14, of the Real Estate Project (hereinafter referred to as the "said Premises"). By and under an Application Form dated 5th October 2023, the Allottee has requested the Company / Developer to allot the said Premises in the project known as "Ten BKC" at or for the total consideration and on the terms and conditions as contained therein. The Company / Developer has accepted the Application vide their Confirmation of Allotment letter dated 10th November 2023. The said Premises is out of the flats coming to share of the Company under the said Radius Agreement. Accordingly, wherever the expression "Company/Developer" or "Developer/Company" is used in this Agreement, since the said Premises are coming out of the flats coming to share of the Company, such expression would mean and include only the Company.

G. The Promoters have entered into standard Agreements with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.



H. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

I. The Promoters have the right to sell the Premises in the Real Estate Project, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof in the manner as provided in the said Agreement relating to Redevelopment.

J. On demand from the Allottee, the Promoters have given inspection to the Allottee of all

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the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Space Age Consultants, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter alia the following:-

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- i. All approvals and sanctions issued by the competent authority for the development of the Real Estate Project including layout plans, building plans, floor plans, change of user permissions, MHADA NOCs, Letters of Offer, IOD, IOA, C.C., Parking Plans, Traffic NOC, MOEF EC, etc. and such other documents as required under Section 11 of RERA.;
- ii. All title documents by which the Promoters has acquired the right and entitlement to develop the Larger Land
- iii. All the documents mentioned in the Recitals hereinabove
- iv. The Title Certificate dated 15th October 2016 issued by Wadia Ghandy & Company, certifying the title of the Larger Land which is also annexed and marked as **Annexure "H"** hereto; and
- v. The authenticated copies of the Property Register Card for CTS No. 649, 649/1 hereto

K. The approved typical floor plan of the said Premises marked in hash line is hereto annexed and marked as **Annexure "J"** and the typical plan the said Premises is hereto annexed and marked as **Annexure "K"**.

L. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

M. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoters.

N. The Promoters have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

O. Prior to execution of this Agreement, the Allottee has/have obtained independent advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoters to develop the Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including IOD, IOA and CC) obtained till date and (iii) the Promoters' entitlement to develop the Real Estate Project and to construct the Real Estate Project thereon as mentioned in this Agreement including at

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Recital F above and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

P. The carpet area of the said Premises as defined under the provisions of RERA is **105.87** square metres.

Q. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

R. The Company has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Company, the said Premises, at or for the price of **Rs. 5,81,03,574/- (Rupees Five Crore Eighty One Lakhs Three Thousand Five Hundred and Seventy Four Only)** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee has paid to the Company a sum of **Rs. 58,09,777/- (Rupees Fifty Eight Lakhs Nine Thousand Seven Hundred and Seventy Seven Only)**, being part payment of the Sale Consideration of the Premises agreed to be sold by the Company to the Allottee as advance payment (the payment and receipt whereof the Company hereby admits and acknowledges).

S. Under Section 13 of the RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

T. In accordance with and subject to the terms and conditions set out in this Agreement, the Company hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the Developer hereby confirms the same.

U. Notwithstanding anything contained in this Agreement, the Purchaser is fully aware that the Corporate Debtor/Promoter Radius is undertaking the obligations contained herein including to construct the Project as contained herein in accordance with and subject to the provisions of the Construction Management Agreement dated 27th December 2021 r/w the Resolution Item No.10 / Voting Item No.4 r/w the Resolution Item No. No.14 / Voting Item No.8 of the Minutes of Meeting dated 21.12.2021, the Resolution Plan approved by the Hon. NCLT on 9th January 2023 in the matter of Company Petition No.:1390/IBC/NCLT/MB/MAH/2020 and subject to orders passed in the appeals therefrom.

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

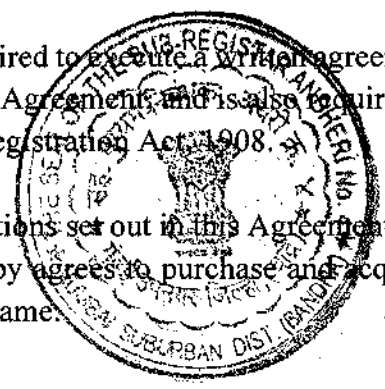
1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoters shall construct the Real Estate Project known as 'Ten BKC' consisting of 15 wings, in accordance with the plans, designs and specifications as referred

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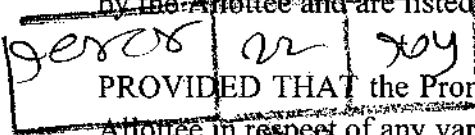
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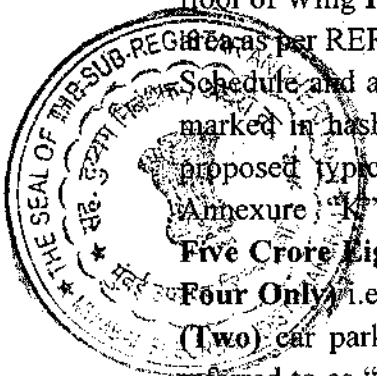
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hereinabove, and as would be approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.


PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may materially and directly adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee. The Promoters shall also be entitled to make such additions and alterations as may be required by the Allottee within the said Premises or as may be required by any other allottee/s of the said Project within his/her/their/its premises without the written permission of any other allottee/s of premises in the Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer. The Allottee(s) hereby gives its irrevocable consent to all of the above including as required under Section 7, 7A of MOFA / Section 14 of RERA.

3. **Purchase of the Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from Company, and Company hereby agrees to sell to the Allottee, the Premises No. **2002** on the **20th** floor of Wing **14** of Real Estate Project admeasuring **105.87** square meters carpet area as per RERA i.e. the Premises, as more particularly described in the Second Schedule and as shown in the approved typical floor plan of the said Premises marked in hash line is hereto annexed and marked as Annexure "J" and the proposed typical plan the said Premises is hereto annexed and marked as Annexure "K", at and for the total consideration of **Rs. 5,81,03,574/- (Rupees Five Crore Eighty One Lakhs Three Thousand Five Hundred and Seventy Four Only)** i.e. the Sale Consideration. The Allottee shall also be entitled to **2 (Two)** car parking space(s) in the basements in the said Project (hereinafter referred to as "said car parking space/s"). The allotment of the said car parking space/s has been made in favour of the Allottee without any consideration.
- (ii) The Car Parking Space shall not be used for any purpose other than for parking a motor vehicle by the Allottee. The Parking Space Maintenance charges may be decided by the Developer and Company/Society / FMC and payable by the Allottee. The car parking spaces may be independent or in tandem. The said right of exclusive use of the Car Parking Space shall be heritable and transferable only along with the said Premises. The Car Parking Space/s shall also be treated as a restricted common area. The Developer/Company reserves the right to allot the location of aforesaid Car Parking Spaces and issue an Allotment Letter to that effect any time before or at the time of issuance of the Possession Notice. The Allottee confirms that he/she/they/it shall not be entitled to transfer the car parking spaces allotted to the Allottee de hors or independent of the said Premises. The Allottee acknowledges and confirms that the car parking space(s) as requested will be reserved for the Allottee only as an exclusive additional amenity in respect of the said Premises.
- (iii) The RERA Payment Plan and the rate has been shared with the Allottee for the said Premises, however Allottee has requested to provide lumpsum price rebate and a revised payment schedule, which was on request of the Allottee revised and agreed, and accordingly the structured payment plan was offered by the



Promoters and the same has been accepted by the Allottee unconditionally and the Allottee hereby agrees not to raise any objection or protest in respect to the price and payment plan at any time for any reason whatsoever.

- (iv) The Allottee has paid before execution of this Agreement a sum of Rs. **58,09,777/- (Rupees Fifty Eight Lakhs Nine Thousand Seven Hundred and Seventy Seven Only)** towards Allotment Premium is treated as advance payment and the Allottee hereby agrees to pay to the ~~Company, the balance amount of~~ Sale Consideration of **Rs. 5,22,93,797/- (Rupees Five Crore Twenty Two Lakhs Ninety Three Thousand Seven Hundred and Ninety Seven Only)** in the manner and payment installments more particularly mentioned in the **Annexure "M"** hereto. The Promoters and the Allottee have mutually agreed to the installment schedule at Annexure "M" hereto and has in such installments of the balance Sale Consideration already allowed a rebate for early payments of equal instalments payable by the Allottee and the same has already been adjusted in the total sale consideration i.e. **Rs. 5,81,03,574/- (Rupees Five Crore Eighty One Lakhs Three Thousand Five Hundred and Seventy Four Only)** as mentioned in clause 3(i) hereinabove. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- (v) It is further clarified that in the event the Promoters obtain the Occupation Certificate in respect of the said Premises and offers the Allottee/s to take possession of the said Premises prior to the Possession Date (as defined hereinbelow), then in such case the Allottee/s agrees that the Promoters shall be entitled demand the outstanding installments of the Sale Consideration and other amounts and the Allottee/s agrees and undertakes to pay the same, without any delay and/or demur.

(vi) **Promoter Radius Stock**

The Sale Consideration shall be payable by the Allottee to the Company in the Bank Account No. 5750000046850 maintained with HDFC BANK LTD., BANDRA (EAST) Branch with IFSC Code HDFC0000835 ("the said Account"). All taxes, other charges, pass through charges and shall be payable by the Allottee in the Bank Account No. 5750000040701 maintained with HDFC BANK LTD., Bandra (East) Branch with IFSC Code HDFC0000835.

Promoter DB Stock

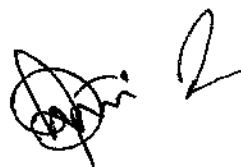
The Sale Consideration shall be payable by the Allottee to the Developer in the Bank Account No. 57500000210204 maintained with HDFC BANK LTD., GOREGAON (EAST) Branch with IFSC Code HDFC0000212 ("the said Account").

All taxes, other charges, pass through charges and shall be payable by the Allottee in the Bank Account No. 57500000210499 maintained with HDFC BANK LTD. GOREGAON (EAST) Branch with IFSC Code HDFC0000212.

- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future)

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~~including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoters shall not be liable to bear or pay the same or any part thereof.~~

(viii) The Sale Consideration is escalation-free, subject to clause 3(ix) herein below save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(ix) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the actual carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of actual carpet area of the Premises shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area (as defined under the RERA Act) of the Premises then, the Sale Consideration of the said Premises shall stand proportionately reduced and the balance amounts paid by the Allottee/s shall be adjusted at the time of payment of last instalment of the Sale Consideration payable by the Applicant(s). If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration at the time of payment of last instalment of Sale Consideration payable by the Allottee/s. The Allottee/s hereby gives irrevocable consent to all of the above. It is clarified that the payments to be made by the Allottee, as the case may be, under this Clause 3(ix), shall be made at the same rate per square meter as agreed in clause 3(i) above. The Allottee(s) hereby gives its irrevocable consent to all of the above including as required under Section 7, 7A of MOFA / Section 14 of RERA. The Allottee is aware and agrees and confirms that the Promoters shall be entitled to make variations in the amenities and specifications, including but not limited to re-location of water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, club level and their dimensions as deemed fit by the Promoters and permitted under the relevant statutory rules and regulations related thereto. The Promoters reserve the right to change the nomenclature of the Wing No. as per the final approved plans, without changing the location of the said Premises.

(x) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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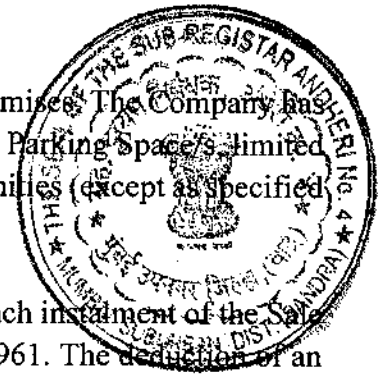
(xi) On a written demand being made by the Company upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Company's said written demand, without any delay, demur or default.

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(xii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoters under this Agreement, in the same manner detailed in this Clause 3 (which will not absolve Allottee of its responsibilities under this Agreement).

(xiii) The Company shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoters, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

(xiv) The Sale Consideration is only in respect of the said Premises. The Company has neither charged nor recovered any price for the said Car Parking Space/s, limited common areas and the common areas facilities and amenities (except as specified in this Agreement).



(xv) The Allottee shall deduct tax at source ("TDS") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961. The deduction of an amount made by the Allottee on account of TDS while making any payment of the Sale Consideration to the Company, shall be acknowledged/credited by the Company only upon Allottee submitting (a) Form 26QB along with original tax payment challan within 30 days from the date making payment of the respective instalment of the Sale Consideration, and (b) the original tax deduction at source certificate and provided that the details/amount mentioned in the certificate tallies with the details of Form 26 AS (Tax credit) hosted on the Income Tax Department website.

(xvi) The Allottee(s) is aware that the brickwork and flooring, external façade/windows and partition wall, whether internal or external, of the said Premises, may be initiated by Promoters at any stage during the construction cycle simultaneously with casting of slabs and the Promoters shall raise demands for the instalments in respect thereof simultaneously with demands for the installments payable for commencement/completion of slabs. The Allottee(s) undertakes to make payment of installments in respect of the same as and when demanded by the Promoters and shall not dispute or challenge the said demands under any circumstances and any reason whatsoever.

4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MCGM, the Occupation

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Certificate or Completion Certificate in respect of the said Premises.

5. The disclosures/documents provided by the Promoters to the RERA Authority at the time of application for registration as well as from time to time including all information pertaining to this Project has been read, understood and consented by the Allottee and the Allottee shall not take any objection or make any claim whatsoever relating to the changes/amendment/revisions (as already disclosed) which may be carried by the Promoters in this regard and having understood such proposed changes to be carried out, the Allottee has decided to enter into this commercial transaction for acquiring the said Premises. All the disclosures/documents, information provided to the RERA Authority including which are available on RERA website pertaining to the said Project and approvals, FSI, sanctioned and proposed, reservations etc., shall be deemed to have been disclosed herein and are not repeated herein for the sake of brevity.

6. Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottees and are listed in the **Third Schedule** hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

7. The Allottee hereby agrees, accepts and confirms that the Promoters proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in the manner more particularly detailed at Recital F above and as depicted in the layout plans and specifications at Annexure "G" hereto constituting the Layout Plan and the Proposed Potential and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard as per the agreement between the Society and the Developer.

8. **Possession Date, Delays and Termination:**

(i) The Promoters were to give possession of the Premises to the Allottee on or before 6th day of June, 2022 as disclosed in Form B as submitted by the Promoters under RERA. However vide MahaRERA Order No : - 14 /2020 dated 18th May 2020 r/w order No.20/2021 dated 6th August 2021 and Certificate dated 9th September 2021 wherein MahaRERA has suo moto extended the project completion date registration period of the Project by an aggregate period of 12 months to 6th June 2023 due to Covid-19 Pandemic outbreak in the country. The revised completion date of the project as now proposed by the Promoters is 5th June 2024 with a further grace period of 6 months ("**Possession Date**"), on or before which date, the possession of the Premises will be handed over to the Allottee and subject to the Developer first offering to the Existing Members of the Society the Society Members Premises with Occupation Certificate and depositing with the Society proportionate share of the Corpus as attributable to the Allottee, Provided however, that the Promoters shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, as provided under RERA and/or if the completion of the Real Estate Project is delayed on

account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.
- (e) any reasons beyond the control of or not attributable to the Promoters;
- (f) Delays on account of (i) any stay in any litigations before the NCLT or NCLAT or any other court of law and/or on account of the CIRP of the Corporate Debtor and/or in relation to the Resolution Plan, and/or (ii) any stay in Writ Petition No. WPL/18341/2021 filed in the Bombay High Court or any other litigation proceedings/actions initiated by allottees who have availed subvention or any other scheme; and/or (iii) any stay in any litigations that may be filed in future.
- (g) delay on account of default by the Developer.
- (h) Any pandemic situation, lockdown declared by state and / or central government.

And provided That the Promoters shall be entitled to apply to MahaRERA and extend the Project Completion Date to such further date as may be approved by MahaRERA as provided hereinabove and the Purchasers shall not have any claim on the Promoter DB or Promoter Radius for such extended period.

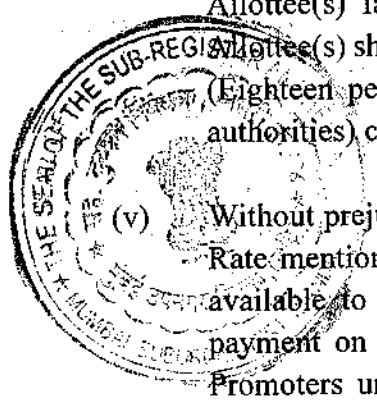
- (ii) If the Promoters fail to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in clause 8(f)), then the Allottee shall be entitled to either of the following:

- (a) call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("Interest Notice"), to pay simple interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon p.a. for the delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Company to the Allottee for the delay in handing over possession of the said Premises calculated from the Possession Date mentioned in clause 8(i) above till the date of offering to hand over of the possession of the said Premises by the Promoters to the Allottee; OR
- (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the execution and registration of the Deed of Cancellation of this Agreement with the Promoters, the Company shall refund to the Allottee the amounts already received by the Company under this Agreement and the Company shall pay to the Allottee simple interest thereon at the prevailing rate of State Bank of India Highest

Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Company received such amount/part thereof until the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Company (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or car parking space and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or the car parking space in the manner they deems fit and proper.

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- (iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Company interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. If the Allottee(s) fail(s) to pay the applicable GST within the due date, then the Allottee(s) shall be liable to pay the same together with interest at the rate of 18% (Eighteen percent) per annum (or such rate as may levied by the concerned authorities), computed from the due date till the date of payment.



(v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 8 (ii) (b) above, and any other rights and remedies available to the Promoters, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing default of payment of instalments of the Sale Consideration, the Promoters shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoters shall give notice of 7 (seven) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Company shall be entitled to forfeit a sum equivalent to 20% percent of the Sale Consideration and also deduct any brokerage expenses incurred by the Company PRE EMI interest (in case the Applicant has opted for subvention scheme) and/or applicable taxes / statutory dues / interest / penalties ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of

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execution and registration of the Deed of Cancellation of this Agreement, the Company shall after deduction of the Forfeiture Amount and other amounts as mentioned hereinabove, refund the balance amount of the Sale Consideration to the Allottee. In case the Allottee(s) has availed any loans (including subvention scheme), for payment of the Allotment Premium then in such case the amounts disbursed by the lending Bank/Financial Institution to the Promoters, shall be refunded by the Promoters to such lending Bank/ Financial Institution directly and the Allottee(s) authorizes the Promoters to collect the original Agreement for Sale from such Bank/Financial Institution and the Promoters shall not be required to take any consent / confirmation from the Allottee(s) at anytime. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner they deems fit and proper.

- (vi) In the event, the Applicant(s) cancels/terminates the Application/Allotment Letter for any reasons whatsoever, other than what is provided in Clause 8, then the Promoters shall be entitled to forfeit, from the amounts paid by the Applicant(s) to the Promoters, a sum equivalent to 20% of the Allotment Premium as and by way of mutually pre agreed liquidated damages for termination / cancellation and also deduct any brokerage expenses, PRE-EM interest (in case the Applicant has opted for subvention scheme) incurred by the Promoters and / or applicable taxes / statutory dues / interest / penalties and the balance remaining amount with the Promoters shall be paid to the Applicant(s) within a period of 30 days from the execution and registration of the Deed of Cancellation / Letter of Cancellation (as the case may be). In case the Applicant(s) has availed any loans (including subvention scheme), for payment of the Allotment Premium then in such case the amounts disbursed by the lending Bank/Financial Institution to the Promoter, shall be refunded by the Promoters to such lending Bank/ Financial Institution directly and the Applicant(s) authorizes the Promoters to collect the original Agreement for Sale / Allotment Letter from such Bank / Financial Institution and the Promoters shall not be required to take any consent / confirmation from the Applicant(s) at anytime. On cancellation / termination of this Application and/or Allotment Letter, the Applicant(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the Premises / Project.

9. The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written. The Allottee shall be entitled to enjoy on an exclusive basis 6.11 square meters of appurtenant / utility / deck / terrace / balcony (which is attached to the said Premises and accessible only from the said Premises) and shown on the plan annexed and marked as Annexure "K" hereto. It is clarified that the sale of the said Premises is on the basis of the carpet area (as per RERA) of the said Premises only. The internal fitting and fixtures in the said Premises that shall be provided by the Promoters are listed in **Annexure "N"** hereto.

10. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters

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shall offer possession of the said Premises to the Allottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoters or the Society, as the case may be. The Promoters shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

(ii) ~~The Allottee shall take~~ possession of the said Premises within 15 days of the Possession Notice.

(iii) Upon receiving the Possession Notice from the Promoters as per Clause 10 (i) above, the Allottee shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Premises to the Allottee.

(iv) The Allottee(s) agrees that the Allottee(s) shall make payments of all amounts payable under the Agreement for Sale within 15 days of Possession Notice and shall thereafter, take possession of the Premises. In the event the Allottee(s) fails and, or neglects to pay the outstanding amounts and take possession of the Premises within 15 days from the date of the Possession Notice, then without prejudice to the rights and remedies available to the Promoters under this Agreement for Sale and/or under applicable laws, the Promoters shall levy and the Allottee(s) shall be liable to pay to the Promoter for each month of delay as mentioned hereinabove, an amount equivalent to 2.5 times of the monthly common area maintenance charges as and by way mutually pre agreed demurrage charges from the expiry of the aforementioned 15 days period till such time the Allottee makes payment of the outstanding amounts (with interest @ the Interest Rate as applicable) and takes the possession of the Premises. The Allottee(s) shall also be liable to reimburse to the Promoters the refurbishment and/or replacement costs in respect of the said Premises incurred by the Promoters due to delay in taking possession by the Allottee(s). The amounts payable by the Allottee(s) pursuant to this clause shall be in addition to the common area maintenance charges payable in respect of the said Premises.

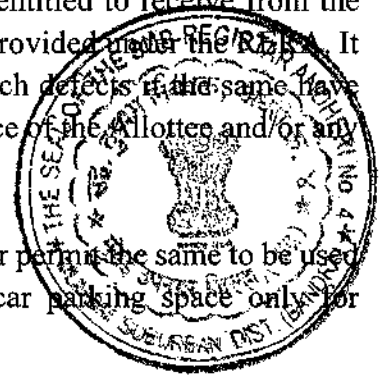
(v) Within 15 (fifteen) days of receipt of the Possession Notice, (irrespective of the Allottee taking the possession of the said Premises) the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoters at its sole discretion, the Allottee shall pay to the Promoters provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions

as provided for in this Agreement, shall be paid over by the Promoters to the Society.

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11. (a). If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Premises or the said Wing or any defects on account of workmanship, quality or provision of service (as constructed after 1st January 2022), then, wherever possible such defects shall be rectified by the Company at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Company, compensation for such defect in the manner as provided under the RERA. It is clarified that the Company shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.

(b). If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Premises or the said Wing or any defects on account of workmanship, quality or provision of service (as constructed before 1st January 2022), then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.



12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicles.

13. **Membership of the Society**

(i) The Allottee and the purchasers/allottees of the other premises in the Real Estate Project, shall become members of the said Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings. The Allottee shall pay the applicable Society Membership Charges.

(ii) The Allottee shall observe and perform and comply with all the rules and regulations and bye-laws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the said Premises therein and for the performance and observance of building Rules, regulations and bye-laws of the concerned local authority, government or public bodies. The Allottee shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the said Premises and shall pay all outgoings and any other charges in accordance with the terms of this Agreement and the rules, regulations and bye-laws of the Society.

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14. **Conveyance of the said Building to the Society:**

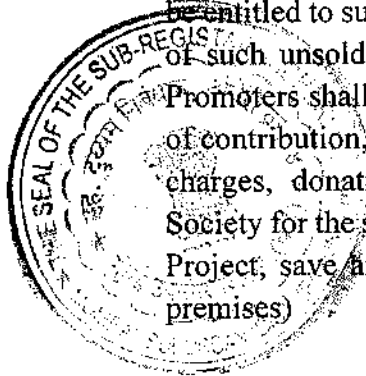
~~(i) It is agreed that the Society shall be the only Society and no other Society shall be formed with respect to the Allottees of premises in the Whole Project.~~

(ii) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Whole Project, the Promoters shall execute a Conveyance of the Developers Premises (as defined in the Development Agreement) in favour of the Society ("**Society Conveyance**").

(iii) All costs, charges, expenses including stamp duty (if applicable), registration charges and expenses in connection with the preparation and execution of such Deed of Conveyance and other documents shall be borne and paid by all the Allottees of the new flats in the Whole Project.

(iv) Post execution of the Society Conveyance by the Promoters, the Society shall be responsible for the operation and management and/or supervision of the Whole Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(v) Post conveyance of the Building to the Society, the Promoters shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. After the receipt of the Occupation Certificate, the Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises)



15. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 10(iv) above, deposit the amounts as provided in Annexure "M" hereto, with the Promoters,

16. The Allottee shall pay to the Promoters a sum of Rs.1,00,000/- (Rupees One Lakh Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoters in connection with this Agreement, the transaction contemplated hereby, for preparing/amending the rules, regulations and bye-laws of the Society and, the cost of preparing and engrossing the Society Conveyance, and other deeds, documents and writings.

17. The Allottee has agreed to take membership of the club and gym proposed in the said Property, and the Allottee shall be liable to make payment of any clubhouse membership charges to the Promoters plus applicable taxes thereon. It is hereby clarified that the membership of the club shall be for the Allottee and his/her/their immediate family members, the term immediate family members shall mean and include husband, wife (and their respective parents) and their unmarried children and married children residing in the said flat. The Allottee will be liable to pay usage and service charges as and when applicable and the Allottee shall be required to sign the necessary documents for membership of the club and gym, which shall contain the detailed terms and conditions

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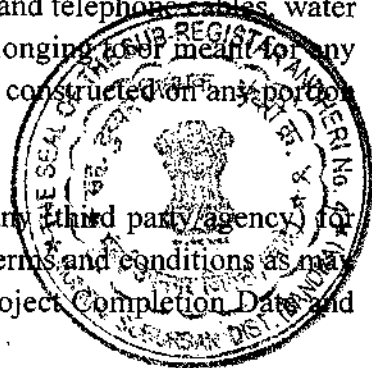
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governing such membership. The Allottee is aware that the membership to the club and gym and its usage charges and other amenities shall be governed by the terms and conditions as formulated by the Promoters / Society / Facility Management Company ('FMC') as appointed / nominated by the Promoters and the Allottee shall abide by the same.

Facility Management Company		
28/03		20/03

18. The Promoters have informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoters have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other allottees of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoters and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of flats/units/premises in the Real Estate Project shall object to the Promoters laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

19. The Promoters may appoint a Facility Management Company (third party/agency) for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit or a maximum period of 5 years from the Project Completion Date and the same shall be binding upon the Allottee.



20. **Loan and Mortgage:**

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises (subject to the provisions of this Agreement) by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters. The Promoters shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoters shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoters to receive the balance Sale Consideration and balance other amounts payable by the

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Allottee under this Agreement.

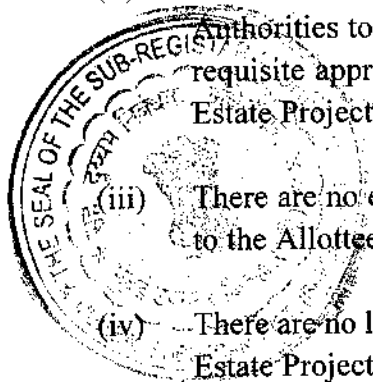
21. ~~In the event of any enforcement~~ of security/mortgage by any bank/financial institution, the Promoters shall be entitled to extend the necessary assistance/support as may be required under applicable law.

22. The Allottee agrees that in the event of non-payment of any of the amounts payable by the Allottee under this Agreement, the Company shall have first lien on the said Premises for the recovery of such amount without prejudice to the other rights of the Company as contained herein.

23. **Representations and Warranties of the Promoters:**

The Promoters hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,

- (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Real Estate Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoters confirm that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;



- (ix) The Promoters shall handover lawful, vacant, peaceful ~~physical possession~~ of the common areas of the Real Estate Project as detailed in the ~~Third Schedule~~ hereunder written to the Society;
- (x) The Promoters have duly paid and shall continue to pay and discharge ~~undisputed~~ governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Occupation Certificate is received and as provided in the Agreement between the Society and the Developer and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.
- (xii) The Resolution Plan as submitted by Adani Goodhomes Pvt. Ltd. has been approved by the Hon'ble NCLT on 9th January 2023. Hereto annexed and marked Annexure "C" is a copy of the Resolution Plan and Annexure "C-1" is a copy of the order dated 9th January 2023 passed by the Hon'ble NCLT. The certain dissenting Financial Creditors, being Beacon Trusteeship Limited and ICICI Prudential Venture Capital Fund Real Estate Scheme I, having voting percentage of 7.44% and 5.71% respectively, filed applications objecting to the approval of the Resolution Plan under Section 31 of IBC, on various grounds. The above applications were heard at length and rejected vide Order dated 2.12.2022 passed by the NCLT. The dissenting creditors have filed Appeals before the Hon'ble National Company Law Appellate Tribunal ("NCLAT"), which are pending as on date and no adverse order has been passed.

24. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate

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for giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

(xiii) to bear and pay Building and common area maintenance charges, on demand by the Promoters or the FMC / as appointed by the Promoters/ Society.

(xiv) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.

(xv) Not to change the user of the said Premises;

(xvi) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and payment of transfer charges to the Promoters, which shall be 5% of the prevailing rate in the Project. In the event of any transfer or assignment of the Allottee's interest or benefit under this Agreement or the Allottee parts with the possession of or interest in the said Premises, without the prior written consent of the Promoters and payment of transfer charges as provided herein-above, such Transfer/Assignment shall not be valid and binding upon the Promoters. The term 'transfer' shall mean and include, handing over possession of the said Premises to a third party, assignment of the interest and benefits under this Agreement / rights to the said Premises, sale of Premises, license / lease of Premises (including all renewals / extensions / options, if any), transfer of shares of a company (if the Allottee is a company), change of control of the promoters of a Public Limited company, reconstitution of a Partnership Firm / LLP including but not limited to, by adding new Partners or Resignation of any of the Partners from the Firm / LLP or dissolving the Firm / LLP or change in the commercial terms of the Firm / LLP. In case, the said Premises is transferred / assigned by the Allottee to a third party, subject to compliance of the above provisions, Allottee shall hold the third party accountable / liable to all the terms of this Agreement including all amounts outstanding or payable and due in the future. The Allottee (s) confirms that they shall not be entitled to transfer the car parking spaces allotted to the Allottee de hors or independent of the said Flat.

(xvii) The Allottee shall observe and perform all the rules and regulations and bye laws of the Society and which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly

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and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

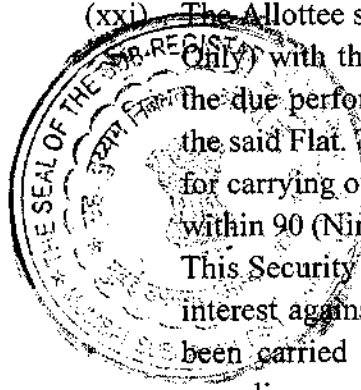
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(xviii) The Allottee shall comply with and adhere to all the rules / regulations and policy as set out in a manual prepared by the Society/FMC in relation to the maintenance, upkeep, use and enjoyment of the said Property including the Building, the common areas and facilities and the said Premises and shall not raise any objection / dispute in respect thereof.

(xix) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xx) Till the management of the Building is handed over back to the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

(xxi) The Allottee shall be liable to deposit a sum of Rs.1,00,000/- (Rupees One Lakh Only) with the Promoters towards interest free refundable security deposit for the due performance of the Allottee's obligations while undertaking fit outs in the said Flat. The Allottee shall obtain the prior written approval of the Promoter for carrying out such fit out works. The Allottee shall complete the fit out works within 90 (Ninety) days of the Promoter granting approval for such fit out works. This Security Deposit shall be refunded by the Promoter to the Allottee without interest against completion of the fit out works provided such fit out work has been carried out as per the fit out works approved by the Promoter and in compliance with the approved plans and there is no alteration / damage caused to the structure/common areas and the finishing and installations in the Building(s)/ common areas. The Allottee shall not make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Premises or any part thereof nor alter the elevation / colour scheme of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structures in the said Premises / common area or enclose any balcony/common area or any other usable area. During the period of fit outs, the Allottee shall reimburse the cost of services and facilities ("fit out fee") made available by the Promoter to the Allottee during the fit out period as maybe determined on an open book basis. In the event the Allottee fails to make payment of the fit out fee as demanded by the Promoters, the Promoter shall be entitled to debit the same to the amounts collected from the Allottee and the Allottee shall be liable to make good such amount on demand with interest @ the Interest Rate.



(xxii) The Allottee/s is/are aware that as per the Ministry of Environment, Forest and Climate Change, Government of India Notification dated 8th April 2016, regarding Solid Waste Management Rules, 2016 ("MoEF"), all Premises government or private having waste generation rate exceeding 100kg per day have been declared as Bulk Waste Generators. Accordingly the Allottees hereby acknowledge and agree that as per notification issued by MoEF and implemented by MCGM, all kitchen/household garbage has to be segregated into dry waste and wet waste. The Allottee/s agree, undertake to segregate the wet and dry

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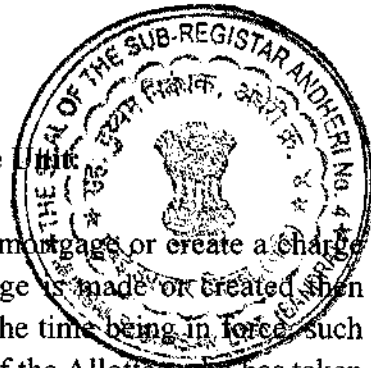
garbage generated in and from the said Premises in separate dust bins and the wet garbage generated in and from the Project shall be treated separately by the purchasers of the Premises in the Project as per the rules and regulation framed by the Promoters/Society and in accordance with the applicable laws and preferably treat the same. The Society shall also be liable and responsible to implement this condition upon all its members/ allottees and shall ensure that the same is adhered to by the Allottees/ occupiers as per the norms laid down by the MOEF and MCGM from time to time.

25. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned until the Society Conveyance, as the case may be.

27. **Promoter shall not mortgage or create a charge on the**

After the Promoters execute this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge/ security interest created over the said Premises / receivables as recited hereinabove. Provided that the Company shall be entitled to create security interest over the receivables under this Agreement with such lender/person as it deems fit and the Allottee hereby grants is consent and no objection to create such security interest.



28. **Terrace**

There will be one common terrace for each wing above the top floor.

29. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the payment plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the

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Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

30. **Entire Agreement:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises The show flat constructed by the Promoters and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee or made available for the Allottee viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottee shall not be entitled to make any claim upon the Promoters with respect to any item/component/facet that is not specifically agreed to be provided by the Promoters to the Allottee under this Agreement.

31. **Right to Amend:**

This Agreement may only be amended through written consent of the Parties.

32. **Provisions of this Agreement applicable to Allottee/subsequent allottees:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

33. **Severability:**

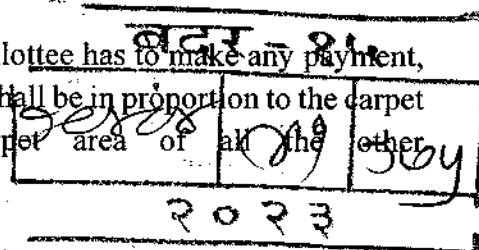
If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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34. **Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

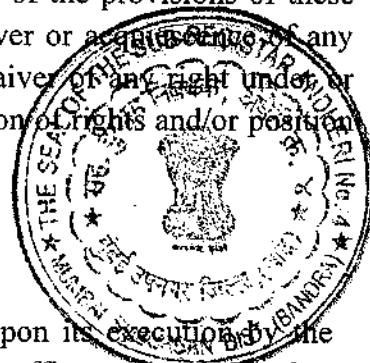


35. **Further Assurances:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36. **Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.



37. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

38. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

39. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Courier or Registered Post A.D or notified Email ID at their respective addresses specified below It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

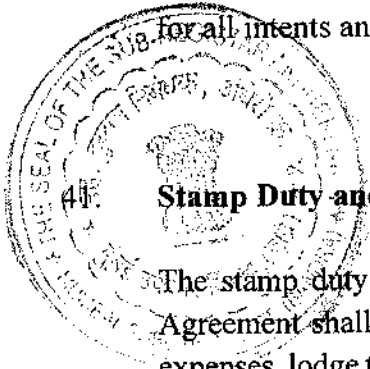
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Name of the Allottees	Mr. Sreejith Karal Puthanpurayil Mrs. Deepthi Sreejith
Allottees Address	1505 Augustus Raheja Acropolis-2, Near Telecom Factory Deonar, Mumbai - 400088.
Allottees Notified Email ID	kpsreejith.il@gmail.com
Promoter Radius Name	RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED
Promoter Radius Address:	704 Hallmark Business Plaza, Sant Dnyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East) Mumbai - 400051
Promoter Radius Notified Email ID	customercare@xbkc.co.in
Promoter DB Name	MIG (BANDRA) REALTORS & BUILDERS PRIVATE LIMITED
Promoter DB Address	7th Floor, Resham Bhavan, Veer Nariman Road, Churchgate, Mumbai - 400 020
Promoter DB Notified Email ID	customercare@xbkc.co.in

40. Joint Allottees:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.



Stamp Duty and Registration Charges:

The stamp duty (if applicable) and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee shall at his cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Developer/Company shall attend such office and admit the execution thereof.

42. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to such court / authority as per the provisions of law.

43. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

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44. **Permanent Account Numbers:**

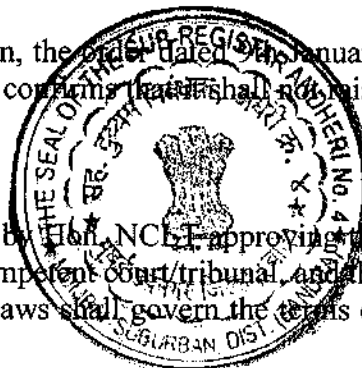
Details of the Permanent Account Numbers of the Promoters and Allottee are set out below,-

Party	PAN
MIG (Bandra) Realtors and Builders Private Limited (the Developer)	AABCL3291N
Radius Estates and Developers Private Limited (the Company)	AAECV8428Q
Mr. Sreejith Karal Puthanpurayil Mrs. Deepthi Sreejith	AOWPS3171A BAWPS2085N

Limitation on Liability

45. Notwithstanding anything contained in this Agreement, the Purchaser hereby agrees, confirms and understands that :

- (a) The Corporate Debtor/Promoter Radius is undertaking the obligations contained herein including to construct the Project as contained herein in accordance with and subject to the provisions of the Construction Management Agreement dated 27th December 2021 ("CMA") r/w the Resolution Item No.10 (as contained in the Minutes of Meeting dated 21.12.2021/ Voting Item No.4 r/w the Resolution Item No. No.14 (as contained in the Minutes of Meeting dated 21.12.2021)/ Voting Item No.8, the Resolution Plan as approved by the Hon. NCLT on 9th January 2023, and such orders as may be passed by the Hon. NCLT in the matter of Company Petition No.:1390/IBC/NCLT/MB/MAH/2020 and all applications filed therein and appeals filed therefrom including order dated 12th December 2022 passed in Company Appeal (AT) (Insolvency) No. 1494-1495 of 2022 and other related appeals pending before Hon. NCLAT;
- (b) The Purchaser has read the CMA, the Resolution Plan, the order dated 9th January 2023 and the aforesaid resolutions, and the Purchaser confirms that he shall not raise any dispute regarding the same.
- (c) In the event the order dated 9th January 2023 passed by Hon. NCLT approving the resolution plan of Adani is reversed or set aside by competent court/tribunal, and the Corporate Debtor goes into liquidation, Applicable Laws shall govern the terms of this Agreement.



46. **Construction of this Agreement:**

- (i) Any reference to any statute or statutory provision shall include,-
 - a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time

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amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:



An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

FIRST SCHEDULE
(the Larger Land)

All that piece and parcel of leasehold land bearing Survey No. 341 (part), corresponding to CTS Nos. 649 (pt) and 649/1 to 649/48 totally admeasuring approx. 20,149.40 square meters at Gandhinagar Layout of MHADA, Bandra (East), Mumbai – 400 051 in Municipal "H (East)" Ward, Mumbai Suburban District bounded as follows:

On or towards the North : N Dharmadhikari Road
 On or Towards the West : Approx 12 mtrs Wide Road
 On or Towards the South : Madhusudan Kalekar Road
 On or towards the East : Approx 9 mtrs Wide Road

(N)

(S)

(E)

THE SECOND SCHEDULE REFERRED TO:

(the said Premises and the car parking space)

All that the premises bearing Flat No. 2002 admeasuring 105.87 Sq. Mts. (Carpet Area as per RERA) on the 20th Floor, W14 of the Building of the project known as "TEN BKC" being constructed on the said Property. 2 (Two) No. of car parking spaces allotted as an exclusive additional amenity confined to the said Premises in the basement.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Common Areas And Facilities

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- i. Landscaping & Tree Planting
- ii. Electrical Meter Room, Substation, Receiving Station
- iii. Aggregate area of recreational Open Space
- iv. Squash Court
- v. Reflexology Path
- vi. Energy management
- vii. Game Simulator
- viii. Fire Protection And Fire Safety Equipments
- ix. Multipurpose Hall
- x. Treatment And Disposal Of Sewage And Sullage Water
- xi. Internal Roads & Footpaths
- xii. Solid Waste Management And Disposal
- xiii. Salon and Spa
- xiv. Water Conservation, Rain water Harvesting
- xv. Welfare Centre
- xvi. Swimming Pool including Kids Pool
- xvii. Walking Path
- xviii. Water Supply
- xix. Sewerage Treatment Plant
- xx. Kids Play Area with play Equipment
- xxi. Fitness Centre
- xxii. Convenience Store
- xxiii. Senior Citizen Area



*The common areas and facilities shall be provided on the project completion date as defined hereinabove.

@

↑
[Signature]
[Signature]

SIGNED AND DELIVERED)
by the withinnamed the Developer)
MIG (BANDRA) REALTORS AND)
BUILDERS PRIVATE LIMITED)
through its Authorised Signatory)
Mr. Faizan Pasha)

For MIG (Bandra) Realtors & Builders Pvt. Ltd.

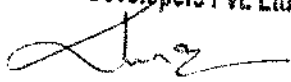

Authorised Signatory



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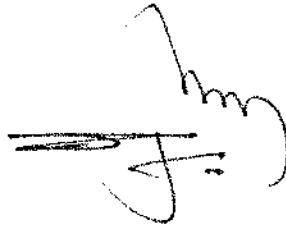
SIGNED AND DELIVERED)
by the withinnamed the Company)
RADIUS ESTATES AND)
DEVELOPERS PRIVATE LIMITED)
through its Authorised Signatory)
Mr. Kunal Panchamiya)

For Radius Estates & Developers Pvt. Ltd.


Authorised Signatory



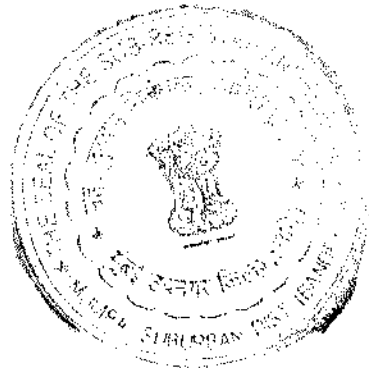
SIGNED AND DELIVERED)
by the withinnamed the Allottees)
Mr. Sreejith Karal Puthanpurayil)





Mrs. Deepthi Sreejith)








RECEIPT

RECEIVED on or before the execution of these presents of and from the withinnamed the Allottees the aggregate sum of Rs. 58,09,777/- (Rupees Fifty Eight Lakhs Nine Thousand Seven Hundred and Seventy Seven Only) towards part consideration.


For MIG (Bandra) Realtors & Builders Pvt. Ltd.


Authorised Signatory

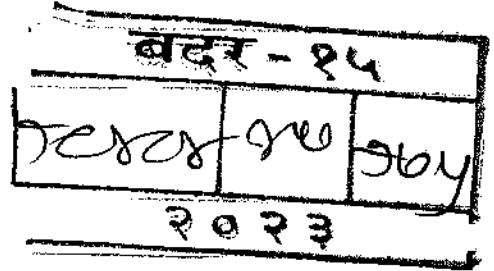
For Radius Estates & Developers Pvt. Ltd.


Authorised Signatory

Witnesses:

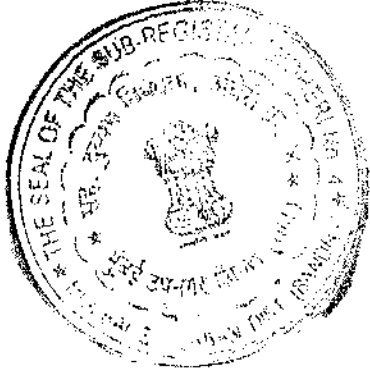
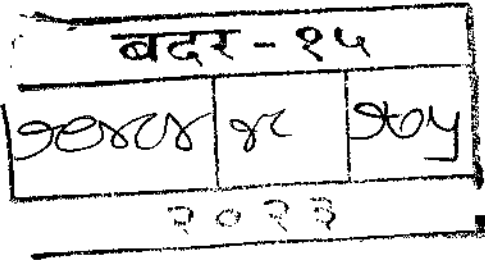
1. 
2. D.M. Patel

We Say Received
(Company)



List of Annexures

- Annexure A – Plan of the Larger Property
Annexure B – COC Resolutions dated 21st December 2021
Annexure C – Copy of Resolution Plan
Annexure C-1 – Order dated 9th January 2023 passed by Hon. NCLT
Annexure D– RERA Registration Certificate
Annexure E– Intimation of Disapproval
Annexure F– Commencement Certificate
Annexure G –Layout
Annexure H – Title Certificate of M/s. Wadia Ghandy & Co.
Annexure I – Property Register Cards
Annexure J - Approved typical floor plan of the said Premises shown in hash lines
Annexure K - Typical plan the said Premises
Annexure L – Not Applicable
Annexure M – Payment Schedule of Sale Consideration & Other Charges
Annexure N - Fixtures and Fittings in the said Premises



TEN BKC

Dated this day of , 2023

**MIG (BANDRA) REALTORS AND
BUILDERS PRIVATE LIMITED**

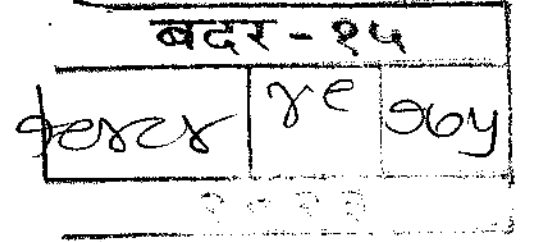
... Promoter DB / Developer

And

**RADIUS ESTATES AND DEVELOPERS PRIVATE
LIMITED**

... Promoter Radius /Company

And



Mr. Sreejith Karal Puthanpurayil

Mrs. Deepthi Sreejith

... Allottee/s



AGREEMENT FOR SALE

TEN BKC

FLAT NO. 2002

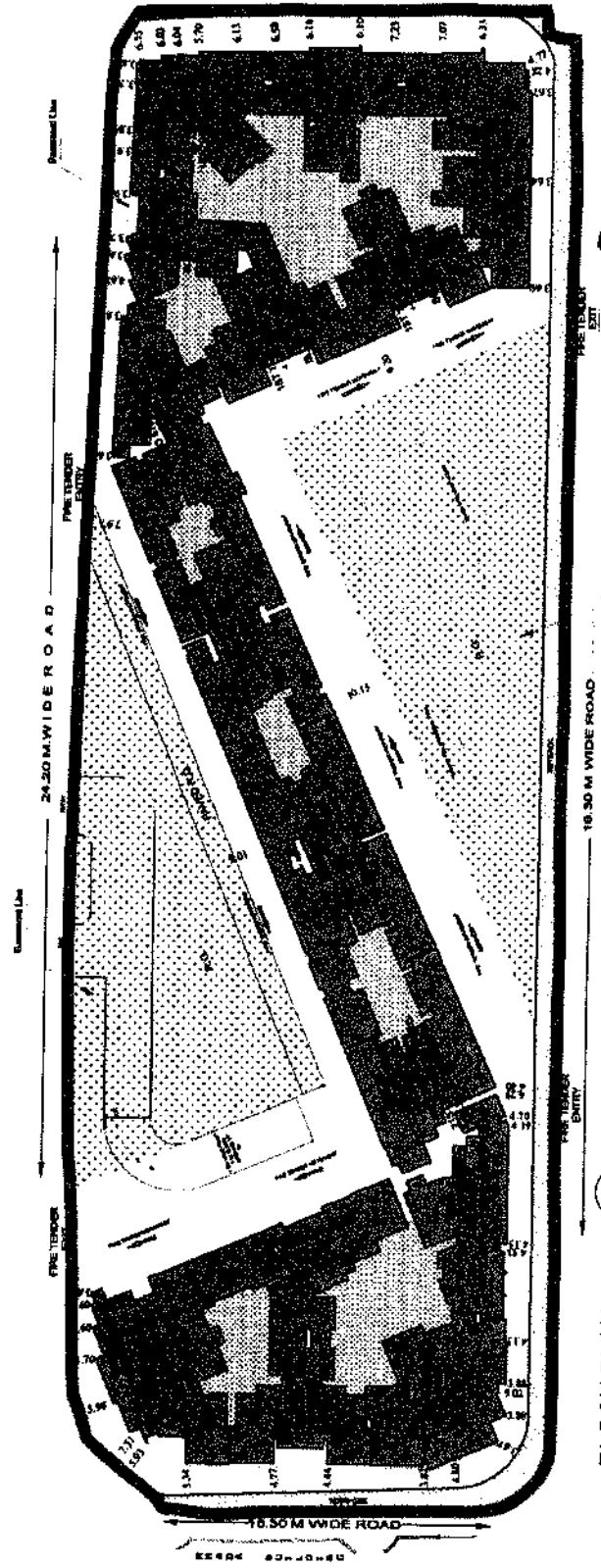
20TH FLOOR

WING 14

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ANNEXURE 'A'

0.15 M sq per D.D.P. 2034)



BLOCK PLAN
 SCALE - 1:500



Annexure B

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Reg. No. 1801/PA-02019/P-0016/2017-2018/10476

MINUTES OF THE PROCEEDINGS OF THE 12TH MEETING OF COMMITTEE OF CREDITORS OF RADUS ESTATES AND DEVELOPERS PRIVATE LIMITED ("Corporate Debtor" or "CD") HELD ON TUESDAY, DECEMBER 21, 2021 AT 04:30 P.M. VIA VIDEO CONFERENCING/AUDIO VISUAL MEANS ON ZOOM PLATFORM

PRESENT THROUGH AUDIO AND VISUAL MEANS:

Sr. No.	Name of the Representatives	Category / Representing
1.	CA Jayesh Sanghrajka	Resolution Professional (RP) and Chairman of the Meeting
2.	CA Aakash Parikh CA Jay Sanghrajka	Associates of the RP
3.	CS Mayank Padiya CA JP Madan Vaghwanwa	Consultant to the RP
4.	Adv. Ashish Parwani Adv. Dhruvil Sanghvi	Legal Advisor of the RP (Rajani Associates)
Financial Creditors		
5.	Mr. Vinayak Mavinkurve Mr. Hemant Mokashi Mr. Amit Kumar Gupta Mr. Aakarshan Kalra Mr. Vikram Goel Mr. Naren Dalal Mr. Sathish Nayak, JI, General Manager Mr. Prateek Champavat Mr. Ranangsy Singh Mr. Krishnava Dutt (Argus Partners - Legal Advisor to HDFC) Mr. Prateek Panjabi (Argus Partners - Legal Advisor to HDFC)	Housing Development Finance Corporation Limited ("HDFC")
6.	Mr. Sunil Munot, Principal- Investment Real Estate Investment Management Ms. Rohini Shah, Dy. Manager Real Estate Investments Mr. Rahul Rai	ICICI Prudential Venture Capital Fund, Real Estate Scheme I ("ICICI Pru")
7.	Mr. Nishat Hafez, AVP- SMA Mr. Rahul Rana - Executive VP	Yes Bank Limited ("YBL")

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Chartered Accountants
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8.	Ms. Deyo Trikiya, Investment Manager Mr. Sandeep Singhal, Investment Manager Mr. Rajendra Mwasbie, President Mr. Anil Walawalkar, DVP- Legal	Prasul Capital & Housing Finance (Estimote Dewan Housing Finance Corporation Limited)
9.	Ms. Nishkha Porwal, Manager - Legal Ms. Ashwarya Pingat	Beacon Trusteeship Limited ("Beacon")
10.	Mr. Rajesh Sheeth	Authorized Representative of Financial Creditors in class-homebuyers ("AR")
INVITEES		
11.	Mr. Vishal Dasa Dr. Abhaya Kumar	Homebuyers
12.	Mr. Gaurav Gupta Mr. Chirag Vakharia Mr. Kamal Mittal Denzil Arambhan (Legal Advisor of RA)	Adani Goodhomes Private Limited (Resolution Applicant)

A. LIST OF MATTERS DISCUSSED/NOTED:

Item No. 1

The Resolution Professional to take the Chair:

In accordance with the Regulation 24(1) of Insolvency & Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations"), CA Jayesh Sanghrajka - Resolution Professional took the chair, presided over the meeting and welcomed the participants at the 12th Meeting of Committee of Creditors ("CoC") of Radus Estates and Developers Private Limited ("Corporate Debtor" or "CD").

Item No. 2

To take roll call of participants at the meeting:

The Chairman took a roll call of the members present in accordance with the provisions of Regulation 24(2) of the CIRP Regulations.

Item No. 3

To ascertain the quorum of the meeting:

The Chairman declared that the requisite quorum has been met and the meeting is called to order.

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Item No. 4

To take note of the minutes of the 11th CoC Meeting held on December 16, 2021:

The Chairman informed the CoC that the minutes of 11th CoC Meeting held on December 16, 2021 had been circulated to the CoC via email dated December 17, 2021 and the same had been noted by the CoC.

Item No. 5

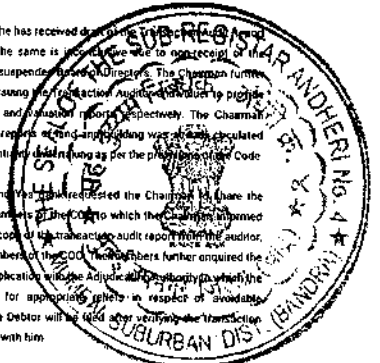
To review the ongoing CIRP of the Corporate Debtor:

The Chairman informed the CoC that despite of repeated reminders and follow ups, he has not received complete data/information from the suspended Board of Directors and due to which following compliance/activities are pending.

- Finalization of audited accounts for the FY ended 31st March 2021 and upto the CIRP Commencement date and compliance of Income Tax and MCA filings for the said period,
- Cost Audit for the Financial Year 2020 and 2021;
- Filing of Avoidable Transactions, if any as required under the Code,
- Valuation of Securities and Financial Assets of the Corporate Debtor; and
- GST Returns

The Chairman further informed that he has received draft of the final report from the Transaction Auditor but the same is incomplete due to non receipt of the required data/information from the suspended Board of Directors. The Chairman further informed that he is aggressively pursuing the Transaction Auditor to provide the final Transaction Audit Report and valuation report respectively. The Chairman further informed that two valuation reports of land-impounding was already circulated with the CoC who had given confidentiality undertaking as per the provisions of the Code.

Representatives of Beacon, ICICI and Yes Bank requested the Chairman to share the transaction audit report with the members of the CoC to which the Chairman informed that once he receives a final signed copy of the transaction audit report from the auditor, he shall share the same with all members of the CoC. The CoC members further enquired the status of filing PUF transactions application with the Adjudicating Authority, to which the Chairman replied that application for appropriate orders in respect of avoidable transactions, if any, in the Corporate Debtor will be filed after verifying the transaction audit report and the details available with him.



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The Chairman further informed that he had provided sufficient time to the suspended Board of Directors to provide required information/data but he has not received required level of cooperation from them and therefore, he is in the process of filing application before the Adjudicating Authority u/s 19 (2) of the Code for requisite cooperation/data/information.

CoC also enquired about Quantum report, to which the Chairman informed through appointment of Quantum/such other project management consultant was discussed in the earlier meetings, the appointment was not confirmed and hence the question on information with regard to costs analysis of the Project does not arise.

The CoC took note of the status of the CIRP apprised by the Chairman.

Item No. 6

To discuss Resolution Plan and decide the way forward:

The Chairman informed the CoC that the Resolution Plan dated 17.12.2021 received from Adani Goodhomes Private Limited, Resolution Applicant ("RA" or "Adani") had been circulated to the CoC Members on December 16, 2021, from whom confidentiality undertakings were received, after checking the mandatory compliance requirements as required under the Code and the Regulations made thereunder.

The Chairman then brought to the notice of the CoC following strict timelines for approvals stipulated by the RA in the Resolution Plan due to complexities of the Project, society issue and impending deadlines to pay FSI premiums on or prior to 31.12.2021 failure to pay premium by 31.12.2021 will result in increase in the amount of premium by approximately Rs 300 Crores making the project unviable under the present terms of the Plan and the RA will have to reconsider the proposal.

Event	Timeliness
CoC Approval	21-12-2021
Society Approval	22-12-2021
Interim Finance	24-12-2021
Payment of government dues	24-12-2021
Receipt of approvals	31-12-2021
Construction starts	Jan 2022

The Chairman further informed that since the entire viability of the sole project of the Corporate Debtor is dependent on the litigation with the society being settled and payment of FSI Premiums prior to 31-12-2021, hence he had to convene the urgent meeting to decide on the Resolution Plan as early as possible in order to protect the interest of all the stakeholders.

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JAYESH NATVARLAL SANGHRAJKA
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Reg. No. 1001/19-09/2017-2021/1018/10416

The Chairman then intimated that as required under Reg. 35 (2) of the CIRP Regulations, he has shared fair value and liquidation value of the Corporate Debtor's share/entitlement in the project with the CoC Members, from whom confidentiality undertakings were received, vide email dated 18.12.2021, however, valuation reports of securities and financial assets of the CD are yet to be received for the reasons mentioned above for which the Chairman stated that he is aggressively pursuing.

The Chairman further intimated that he is unable to share details of the transactions u/s 43, 45, 50 and 66 of the Code ("PUFE Transactions") as required to be provided while placing resolution plan before the CoC because of the reasons stated above, however, he assured the members that he will be taking appropriate steps after consulting his legal advisors including concluding the transaction audit report and filing an application for appropriate reliefs before the Adjudicating Authority. He further stated that the RA has to give benefits arising out of the PUFE Transactions to the CoC as required in the RFRP (clause 5.4) and as such, rights of the CoC will not be adversely affected.

In respect of email of Beacon dated 20.12.2021, the Chairman informed the CoC that valuation is conducted by the experienced and reputed registered valuers and he does not find any infirmity in the valuation report as stated by Beacon. The Chairman then sought views of the CoC on the emails of Beacon and ICICI Pru dated 19.12.2021 and 20.12.2021, respectively.

Representative of HDFC stated that in order to protect the viability of the project, it is imperative to pay the FSI premiums before 31.12.2021 and obtain consent from the Society.

After making a note, the Chairman invited the CoC Members to discuss the Resolution Plan and decide way forward.

The Adjudicator (Interim) invited the Homebuyers expressed in their meeting held on 19.12.2021 by the RA, the same agreed as follows:

Issues of concern in Resolution plan
 i. Homebuyers requested to put to vote the resolution plan in the CoC at earliest available opportunity and compliance is over by RA due to strict timeline stipulated by RA, emphasizing to arrange interim finance to pay the government premiums, stamp costs, Society rent, and other costs up to Rs 300 crs before



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INSOLVENCY PROFESSIONAL, FCA, ACS, LLB, B.COM
Reg. No. 1001/19-09/2017-2021/1018/10416

31.12.21, so that society matter is settled, benefits from discounted government premiums are availed and construction can start at earliest. Home buyers had also requested to convene CoC meeting to expedite the whole process.

- ii. A group of home buyers seeking refund as per RERA orders, on cancellation of their allotment sought better treatment in Resolution plan. They sought early refunds without any conditions attached. They said once a flat is resold immediately their amount should be refunded by keeping a small portion with RA. Their liability to their lenders should be addressed by RA or arrangement to be worked out so that harassment faced by them like appearing in courts, criminal cases lodged against them can be closed/withdrawn. An email was sent by homebuyer Shivkasan with requests and details of RERA orders to RP and RA with request to improve the plan.
- iii. Few homebuyers complained their names are not appearing in list of home buyers/ HB seeking refund as per Annexure 1 of Resolution plan. The details are as per Annexure attached. RP team on next day carried out corrections and assured that necessary correction are made in records and being conveyed to RA. HB have requested that revised list should be published before voting on plan.
- iv. An email dated 19.12.2021 received from FC ICICI PRU AMC was read by RP in the meeting. The email said "It is our proposal that a nominal escalation charge be paid by all the Homebuyers. The monies that get generated by this escalation charge can be paid to secured creditors like ourselves who hold exclusive mortgage on identified units. The quantum of escalation to be charged can be debated." HB unanimously rejected the proposal and expressed their inability to contribute in any manner as they are Homebuyers and not investors. In previous CoC meeting too stand of homebuyers was clarified on same issue.
- v. Home buyers claims list should be updated before voting to reflect correct voting share.

Team Member of the RP stated that homebuyers' claims list is updated and the revised list of creditors 15th December 2021 has been circulated.

The AR further submitted that both the valuation reports are exhaustive and satisfactory with all the required details as per the valuation norms.

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Representative of YBL raised the following points on the Resolution Plan and others:

- a) The Resolution Plan of the RA is not satisfactory because of negligible amount of recovery to the lenders;
- b) The homebuyers being financial creditors should also share burden of hair cut being taken by the lenders so as to achieve fair distribution to all the Financial Creditors;
- c) Effect of PUFE Transactions on the resolution plan.

ICICI Pru and Beacon concurred with the views of Yes Bank.

The Chairman reiterated the objectives behind urgent approval of the Resolution Plan i.e. to keep the project viable, operate as a going concern and save the CD from going into liquidation. He explained the effect of PUFE transactions as mentioned above.

On query being raised by the Representative of YBL as to compliance status of the Resolution Plan, the Chairman responded that he had undertaken compliance check on the resolution plan submitted by the RA which included due diligence of the resolution applicant based on the material available on record in accordance with Regulation 36A(B) and undertakings and documents provided by the RA along with 29A compliance and other compliance checks required to be conducted by the RP under the Code and Regulations, and concluded that in his opinion the Resolution Plan is compliant with the provisions of the Code, Regulations and the RFRP including few minor pending compliance which were discussed with RA and necessary requisite responses received. The Chairman further suggested that the CoC may do its independent due diligence with respect to Section 29A eligibility and other compliance.

The Chairman further stated that he is aggressively pursuing the Transaction Auditor to provide the final Transaction Audit Report. Anyway, the Transaction Audit Report is inconclusive and therefore, he will be filing application before the Adjudicating Authority u/s 19 (2) of the Code for requisite cooperation/data/information and for appropriate reliefs in respect of avoidable transactions, if any, in the Corporate Debtor after verifying the Transaction Audit Report and the details available with him.

The Chairman highlighted that in terms of Clause 5.4 of the RFRP, any proceeds accruing to the Corporate Debtor in terms of any order of the Adjudicating Authority on the applications for avoidance of transactions under Sections 43, 45, 50 and 66 (as applicable) of the Code filed / to be filed by the Resolution Professional before the Adjudicating Authority shall be utilized for distribution among the members of the CoC (excluding any member against whom such order has been passed) in a manner that the

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CoC may deem fit or as decided by the Adjudicating Authority and the Resolution Applicant or the Corporate Debtor shall have no control or right (in any manner whatsoever) to determine the utilization or distribution of such proceeds.

Mr. Sunil Munet from ICICI Pru expressed their views that the Plan practically is not providing anything to the Secured Creditors at the same time homebuyers are being given homes without taking any pain of haircuts suffered by the lenders. He further stated the Plan as it stands is not acceptable as it is unfair, unreasonable and unequitable. Mr. Rahul Rai from ICICI Pru further added that homebuyers being financial creditors should also contribute for the CIRP Cost. However, homebuyers were not made to contribute to the CIRP Cost owing to practical reasons.

The AR stated that homebuyers largely being individuals, whose life savings are invested in the project, were not in position to pay the CIRP Cost and therefore, it was never agreed to pay the CIRP Cost. Dr. Abhaya Kumar further added that homebuyers have suffered a lot due to delay in getting possession of the flats in the project which has resulted in additional costs borne by them in relation to alternate accommodation, rent, interest etc. and they deserve to get their homes after waiting for a long time and requested the CoC Members to expedite the process in the interest of all the stakeholders.

After the above discussion, the Chairman, with the permission of the CoC, invited representatives of the RA to address the queries and questions of the CoC and present their revised Plan.

Representative of the RA gave brief presentation on the revisions made in the Resolution Plan. (Annexure-A is copy of the Presentation).

The RA Representative apprised the CoC that:

- a) there is no expected surplus in the project and DB has given undertaking to bear any kind of shortfall,
- b) the RA has increased the proposed Resolution Plan amount for the secured creditors from Rs. 19.97 Crores to Rs. 30.99 Crores and unsecured creditors from Rs 3 lakhs to Rs 47 lakhs; the compensation to employees and workman shall be in full of Rs 1.52 crores,
- c) Each of the Secured Financial Creditors (having security over the immovable assets of the Project) shall be settled at 7.63% of their admitted claim amount subject to cap of Rs. 10 Cr.

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Reg. No. 188/19/2017-2018/10/10/2017/10/10

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INSOLVENCY PROFESSIONAL, FCA, ACS, LLB, & CO. LLP
Reg. No. 188/19/2017-2018/10/10/2017/10/10

- d) Secured Financial Creditors who do not have charge over immovable assets of Project shall be settled at 0.64% of the admitted claim amount.
- e) Unsecured Financial Creditors shall be settled at 0.1% of the admitted claim amount.
- f) Some of the modifications in the Resolution Plan were made in respect of refund provisions to the homebuyers as per the meetings held with them. It was also mentioned that all homebuyers will have the option of refund and the refund process was explained; and
- g) The timelines in the Resolution Plan were revised as set out below:
 - (i) CoC approval for all resolutions changed from 21.12.2021 to 25.12.2021 (or as may be mutually extended)
 - (ii) Disbursement by 28.12.2021 (or as maybe mutually extended)
 - (iii) In the event any date is missed, the plan is automatically withdrawn

The RA Representative further highlighted the changes to the CoC with respect to the revised proposal and comments given by the RP on pending legal compliance. He further stated that since the RA will be infusing significant amount of Interim Finance immediately after approval of the Plan by the CoC and hence they have proposed to provide performance security of Rs. 1 Crore instead of Rs. 25 Crores as required in the RFRP.

Representative of Beacon wanted to know whether settlement is for each ISIN or not, to which the AR replied that settlement is for each ISIN at the rate of @ 7.03%.

Representative of YBL enquired about whether RA has provided detailed cash flow projections in the Resolution Plan. To which, the Representative of RA replied that they have provided all the details required.

Representatives of YBL and ICICI Pru wanted to know whether there is any scope of improvement in the Resolution Plan or not, to which, the RA representative replied that they have given their best proposal and since there is no expected surplus available in the Project, the RA will not be able to increase the offer. Further, they informed CoC members that the borrowings for Interim Finance are proposed to be brought for the project at the lowest rate of interest i.e. 8.25% p.a. thereby avoiding any additional financial burden on the project which should be considered as incentive to the members of the CoC.

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Representative ICICI Pru wanted to know whether the RA has given any clarity in the Plan about estimated cost of DB, to which, the RA representative replied that they have provided the same as per the existing agreements between DB and the Corporate Debtor.

As the RA wanted some time to present the changes in master facility agreement for Interim Finance, the Meeting was adjourned for a brief period of 45 minutes and reconvened at 08:10 P.M.

The RA Representative presented the modification made in the Master Facility Agreement along with key terms of the facility agreement to the CoC. The said agreement is required to be executed to provide interim finance to the Corporate Debtor in order to meet various impending obligations immediately after approval of the Resolution Plan by the CoC like FSI Premiums of around Rs. 160 Crores, Rent to the society to the tune of Rs. 110 Crores, and other costs of the project.

The RA Representative further stated that the Interim Finance is being provided for the period from Resolution Plan approval by CoC upto the date of NCLT approval in order to honour the aforesaid obligations as well as to commence the project. It was mentioned that the changes suggested by the RP/its legal advisors were considered and included as part of the Facility Agreement.

After some discussion with the CoC Members, the RA left the meeting with the permission of the Chair and the Chairman then invited comments from the CoC on the way forward.

Mr. Ashish Parwani proposed that as per the code, the feasibility and the viability of the project has to be discussed and deliberated upon before voting. In its response, HDFC representative & AR of Homebuyers responded that the same is being done in past few meetings and it has already been deliberated and discussed upon.

Representatives of Beacon were not happy with Resolution Plan offer and opined that it is not acceptable to them, and further expressed their inability and difficulties to vote on the Resolution Plan within such short time and without information and data required by them. Representatives of YBL and ICICI Pru stated that they will exercise their right to vote on the Resolution Plan in the manner they deem fit.

Representative of Beacon further stated that since they are debenture trustees for more than 300 debenture holders and since Beacon is SEBI registered, it will not be possible for them to call a meeting of all debenture holders for seeking approval of the plan at such a

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short notice. ICICI Pru also suggested that since they are institutional players, they have checks and processes which need to be completed before they have any authority for voting on the plan.

The AR, Home Buyers and HDFC Representative stated that since very limited time is available for payment of FSI Premiums at the present rate and for avoiding increase in premium by approximately Rs.300 crores to maintain feasibility of the project, the RP should put the Resolution Plan for voting.

Based on the decision of the CoC Members holding majority vote share, the Chairman proposed to pass Resolution for approval of the Resolution Plan and all other relevant resolutions thereto.

II. LIST OF MATTERS DISCUSSED AND TO BE VOTED UPON:

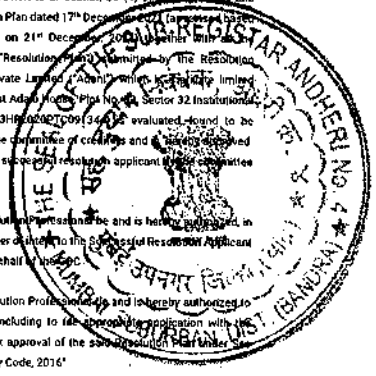
Item No. 7
To approve Resolution Plan submitted by Adani Goodhomes Private Limited:

As per the discussion in Item no 6, following resolution is put to vote through e-voting facility:

RESOLVED THAT pursuant to the provisions of Section 30 (4) of the Insolvency and Bankruptcy Code, 2016, the Resolution Plan dated 17th Dec 2021 (attached as Annexure on comments/concerns of the CoC on 21st Dec 2021) and all the amendments, modifications, annexures and schedules thereto ("Resolution Plan") submitted by the Resolution Applicant viz. Adani Goodhomes Private Limited ("Adani") which is a private limited company having its registered office at Adani, Plot No. 44, Sector 32, Institutional Area Gurgaon- 122001 (CIN: U71031HR2021PT001346) has been evaluated, found to be feasible and viable in the opinion of the Committee of Creditors and is hereby approved. Accordingly, Adani is hereby declared successful resolution applicant to the Committee of Creditors.

RESOLVED FURTHER THAT the Resolution Plan is hereby approved and is hereby authorized in accordance with the RFRP to issue letter of intent to the successful Resolution Applicant and accept performance security on behalf of the CoC.

RESOLVED FURTHER THAT the Resolution Professional is hereby authorized to do all such acts, deeds and things including to file through application with the Hon'ble Adjudicating Authority to seek approval of the said Resolution Plan under Section 31(1) of the Insolvency and Bankruptcy Code, 2016.



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Item No. 8
To approve provisions for liquidation scenarios under Reg. 39B, 39C and 39D:

The Chairman informed the CoC that while approving the Resolution Plan, the CoC may decide on the Estimated Liquidation cost (Reg. 39B), Assessment as going concern (Reg. 39C) and Fees to the liquidator (Reg. 39D).

The CoC after brief discussion, decided vote on the following Resolution through e-voting facility.

RESOLVED FURTHER THAT in terms of the provisions of Reg 39B of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Committee of Creditors hereby estimates the essential Liquidation Cost to be as under:

Cost of Public Announcement (ref Reg 12)	7,00,000/-
Site Security (Per Month)	1,00,000/-
Legal Expenses	at actuals
Cost of public announcement of sale notices	at actuals
Other expenses	at actuals
Insurance	at actuals

(Note, above estimated expenses are exclusive of taxes)

RESOLVED FURTHER THAT in the event that the Liquidator is unable to meet the Liquidation Costs from Internal cash generation or sale of liquid assets, the shortfall, on a monthly basis, shall be contributed by the Financial Creditors holding First Charge on the immovable assets of the Corporate Debtor in proportion to their admitted claims.

RESOLVED FURTHER THAT in terms of the provisions of Reg 39C of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the Liquidator shall first explore the possibility of sale of the corporate debtor as a going concern under clause (e) of regulation 32 or sale of the business of the Corporate Debtor as a going concern under clause (f) thereof.

RESOLVED FURTHER THAT the fees payable to the Liquidator shall be Rs. 4,50,000/- Lakhs per month for the period used for compromise or arrangement under section 230

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of the Companies Act, 2013 or the period, if any, used for sale under clauses (e) and (f) of regulation 32 and as per provisions of Reg 4 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 for the balance period of liquidation."

Item No. 9
 To discuss and approve raising of Interim Finance

As per the discussion in Item no 6, following resolution is put to vote through e-voting facility:

"RESOLVED THAT pursuant to provisions of the Section 28 of the Code, Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor be and is hereby authorized to raise interim finance of upto Rs. 725,00,00,000/- (Rupees Seven Hundred Twenty Five Crores Only) from Adani Goodhomes Private Limited and the same be treated as CIRP Cost, as per the draft of the Master Facility Agreement submitted by Adani on December 21, 2021 ("MFA") and tabled before the CoC in this meeting

RESOLVED FURTHER THAT the interim finance arrangement is necessary for maintaining the status of the Corporate Debtor as a going concern, for the protection preservation and maximization of the value of the assets of the Corporate Debtor, for addressing pending disputes, to ensure that the homebuyers get possession of their units, to enable the commencement of construction during the interim period till NCLT approval date, to pay for government dues, society dues, and construction costs in the interim period.

RESOLVED FURTHER THAT out of the Interim Finance, a sum of up to Rs. 300,00,00,000/- (Rupees Three Hundred Crores Only) be disbursed to the Corporate Debtor as soon as possible to make payments towards government dues before December 31, 2021 in order to ensure the viability of the project, payment of society rent, commencement of construction and to ensure compliance with the MFA.

RESOLVED FURTHER THAT Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor, be and is hereby authorized to utilise the proceeds of the interim finance to pay the dues under the MFA and all such other things and deeds to achieve the purpose of executing the master facility agreement and to give effect to the foregoing resolution.

RESOLVED FURTHER THAT pursuant to Regulation 31(e) of CIRP Regulations, the amount of interim finance drawn during the CIRP period along with interest and other dues payable thereon, all costs towards raising the interim finance,



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and the costs incurred in connection with the execution of the necessary agreements to raise the interim finance, shall be considered as CIRP costs

RESOLVED FURTHER THAT the draft of the interim finance documents are hereby approved and Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor be and is hereby authorized to further negotiate and execute necessary agreements including the MFA to raise the interim finance and is generally hereby authorized to do all such acts, deeds, things and matters as may be required to give effect to the foregoing resolution."

Item No 10
 To authorize the RP to do all acts, deeds and things for availing the requisite FSI benefits and to appoint construction manager to resume construction by appointing the construction manager

The Chairman apprised the CoC that if the government premiums are not paid before 31-December 2021, it is estimated that the project cost would overrun by approximately Rs 300 Crores. Hence, the RA has proposed to pay the government premiums subject to the timelines are being achieved as per the Plan by way of Interim Finance to the CD as discussed in the previous agenda

Accordingly, the following resolution was put to vote through e-voting facility:

"RESOLVED THAT Committee of Creditors of Radius Estates and Developers Private Limited ("CD") hereby authorizes Mr. Jayesh Sanghrajka, Resolution Professional to do all such acts, deeds and things to avail the scheme of discounts/concessions on the premiums payable on FSI on behalf of the Corporate Debtor, which is expiring on 31st December 2021, for the purpose of maximization of value of the assets of the CD, keeping the project viable, operating the CD as a going concern and to protect the interest of all the stakeholders. In the event a resolution plan is approved by the CoC and resolution plan approval application is pending disposal before the Adjudicating Authority.

RESOLVED FURTHER THAT Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor or any other person authorized by him be and is hereby authorized to appoint architect and other professionals as may be required for the purpose of preparation of building plans and other documentation to be submitted with concerned authorities for availing the requisite FSI benefits and paying premiums and other approval

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costs before December 31, 2021 and making requisite payments to the Society as per the agreed terms.

RESOLVED FURTHER THAT Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor be and is hereby authorized to appoint Adani Goodhomes Private Limited as the construction manager to resume the construction of the project.

RESOLVED FURTHER THAT the draft of the construction management agreement along with schedules and annexures proposed to be annexed to it is hereby approved and Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor be and is hereby authorized to execute the construction management agreement with the construction manager.

RESOLVED FURTHER THAT Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor be and is generally hereby authorized to do all such acts, deeds, things and matters as may be required to give effect to the foregoing resolution."

Item No. 11
 To approve budget for the CIRP Cost from 01.03.2022 to 31.12.2022

The Chairman stated that the CoC in its 5th Meeting held on 21.09.2021 had approved budget for the CIRP Cost for the period upto February 2022 and budget for the period from March 2022 to December 2022 is circulated to CoC on 21.12.2021 which is proposed to be approved by the CoC. (Annexure-B is copy of the CIRP cost Budget)

The CoC after some discussion put the following resolution for e-voting:

"RESOLVED THAT the Committee of Creditors hereby approves the schedule of the estimated budget of CIRP Cost of the Corporate Debtor of Rs. 3,12,99,500/- for the period March 1, 2022 to December 31, 2022 which was emailed to CoC on 21.12.2021 and presented in the Meeting, which inter alia includes:
 1) Fees of Statutory Auditor plus applicable taxes;
 2) Recurring monthly expenses in respect of fees of the RP and other professionals /consultants appointed by him plus applicable taxes;
 3) Recurring monthly expenses in respect of salary of employees, security agency at site, and other essential expenses to run the Corporate Debtor, and
 4) Legal expenses for approval of the Resolution Plan and other litigations if any

RESOLVED FURTHER THAT the Resolution Professional has the liberty to internally change/adjust the amount corresponding to the respective item of the annexed budget in accordance with the actual expenses incurred.

RESOLVED FURTHER THAT the Resolution Professional be and is hereby authorized to incur any other expenses as and when required, which is/are not mentioned in the budget, and the same shall be intimated to the CoC from time to time."

Item No. 12
 To indemnify the resolution professional

The Chairman informed the CoC that in order to protect the interest of all the CoC Members and to keep the CD as going concern, he is required to take many steps just after the approval of the Resolution Plan by the CoC and hence, he should be protected from any kind of obligation or liabilities, if any, arising against him while performing his duties in good faith. Even though such an indemnity is built into the Code to provide protection to the RP, the Chairman requested that the CoC should indemnify the RP for any and all kind of losses/damages/liabilities.

Accordingly, the following resolution was put to vote through e-voting mechanism

"RESOLVED THAT the committee hereby indemnifies and keeps indemnified the resolution professional for any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against the resolution professional, in any way in connection with or arising out of the discharge of his duty as the resolution professional of the corporate debtor including in relation to transactions related to interim finance and construction management."

Item No.13
 To approve reduction of performance security amount.

The Chairman informed that the CoC in its 7th Meeting held on October 20, 2021 had approved Performance Security amount of Rs. 25 Crores as required to be provided by the Resolution Applicant within 10 days from the date of issuance of the LD by the RP as given in the RFRP as per the Reg 36B (4A) of the CIRP Regulations. However, since the RA is bringing in significant Interim Finance to the tune of Rs. 300,00,00,000/- (Rupees Three Hundred Crores Only) immediately after approval of the Resolution Plan by the CoC, the RA has proposed to give Performance Security of Rs. 1 Crores instead of Rs. 25

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Crosses: Since the same is in deviation of the RFRP, it is proposed to seek approval of the CoC to suitably amend the related provisions of the RFRP.

Accordingly, the following resolution was put to vote through e-voting mechanism:

***RESOLVED THAT** In view of the significant amount Interim Finance to be infused by the Resolution Applicant immediately after the approval of the Resolution Plan by the CoC in order to meet to payment of FSI Premium, approval costs and society related payments prior to December 31, 2021 by the CD, the CoC hereby approves revised Performance Security of Rs. 1 Crore (Rupees One Crore Only) in terms of the Reg. 36B (4A) of the CIRP Regulations to be submitted by the Resolution Applicant Adani Goodhomes Private Limited ("Adani") as per the terms and conditions of the RFRP dated November 07, 2021 as against the performance security of Rs. 25 Crores earlier approved by the CoC and accordingly the RFRP stands modified to that extent."

Item No 14

For commencement of construction post CoC's approval of the Resolution Plan

***RESOLVED THAT** Adani Goodhomes Private Limited, a private limited company having its registered office at Adani House, Plot No. 83, Sector 32 Institutional Area Gurgaon - 122001 (CIN: U70102HR2020PTC091344) ("Adani") or its wholly owned subsidiary shall be appointed as the construction manager for the purpose of managing and supervising the construction and development of the Ten BKC Project, as per the draft of the Construction Management Agreement submitted by Adani on December 21, 2021 ("CMA") and tabled before the CoC in this meeting.

RESOLVED FURTHER THAT Mr. Jayesh Sanghrajka, Resolution Professional of the Corporate Debtor be and is hereby authorized to negotiate and execute the necessary agreements and documents for this purpose, on behalf of the CoC, including the Construction Management Agreement and powers of attorney by December 27, 2021 (or such extended date as the Committee of Creditors and Adani may mutually agree), and is hereby generally authorized to do all such acts, deeds, things and matters as may be required to give effect to the foregoing resolutions.

RESOLVED FURTHER THAT the construction of the Ten BKC Project should commence by January 1, 2022 and the Resolution Professional is authorized to take all necessary steps in this regard including executing and registering all necessary deeds, documents and writings

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**Voting Results of
12th Meeting of the Committee of Creditors (CoC) of Radius Estates and Developers Private Limited held on Tuesday, 21st December 2021 through video conferencing (Zoom Meeting)**

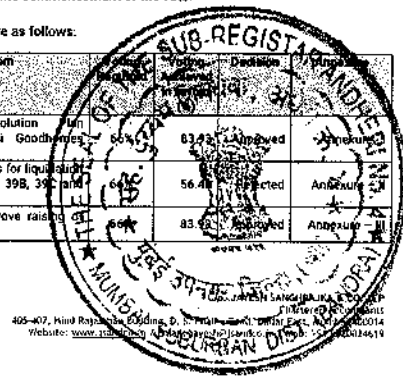
The voting items of the 12th Meeting of the CoC held on 21.12.2021 were put to vote through E-voting platform of <https://right2vote.in> as per Regulation 25(5) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("CIRP Regulations") from 06.00 P.M. on 23.12.2021 till 06.00 P.M. on 25.12.2021. The voting period was further extended upto 10.00 A.M., 27.12.2021 in compliance of the directions issued by the Hon'ble NCLT, Mumbai Bench during the hearing held on 24.12.2021 in relation to the applications by Beacon Trusteeship Limited and ICICI Prudential Venture Capital Fund, Real Estate Scheme I. As per the said directions, the RP has held 13th CoC Meeting wherein Resolution Plan and other issues were further discussed.

Voting Results

The agenda items and the voting matters, which requires the approval of Committee of the Creditors, was circulated earlier and all the voting members confirmed the receipt of notice and agenda items within the prescribed time. The RP had detailed discussion on the voting items with the CoC before the commencement of the vote.

The results of the voting are as follows:

Sr. No.	Voting Item	Assented	Disented	Abstained
1	To approve Resolution submitted by Adani Goodhomes Private Limited	83.25% Assented	-	16.75%
2	To approve provisions for liquidation scenarios under Reg. 39B, 39C and 39D	56.41% Assented	-	43.59%
3	To discuss and approve raised of Interim Finance	85.62% Assented	-	14.38%



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RESOLVED FURTHER THAT in accordance with the terms of the CMA, Adani be and is hereby authorized to sale the units of the Ten BKC Project and apply the proceeds of sale for the purpose stated in the CMA."

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Annexure -1

**Voting Item No. 1
To approve Resolution Plan submitted by Adani Goodhomes Private Limited:**

Sr. no.	Name of Financial Creditors	Claim admitted (Am. in Rs.)	Value (Voting %)			Total %
			Assented	Disented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	33.25	-	-	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,28,19,000	-	5.71	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,987	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203S07078	38,01,34,966	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203S07052	3,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203S07050	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203S07102	96,93,56,440	-	3.89	-	3.89
9	Piyamal Capital & Housing Finance (Eratwile) Devan Housing Finance Corporation Limited	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE691X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorized Representative of Homebuyers	8,31,94,35,932	33.41	-	-	33.41
	Total	24,89,90,54,237	83.93	12.15	2.92	100.00

C. ANY OTHER MATTER WITH THE PERMISSION OF THE CHAIR:

The Chairman lastly appreciated the cooperation extended to him by all the members of the CoC and stated that the Project which was stalled for the last 36 months could finally see the light of the day due to the insolvency law. He expressed hope that the resolution plan would be approved and the CoC would be successful in achieving a successful resolution for the entity. He further informed that in the event the plan is not approved, there is a high risk of cost overrun and the project in all likelihood would become unviable and would be headed for liquidation in light of its unviability. The AR of Homebuyers and invitee Dr. Abhay Kumar appreciated the hard efforts made by Resolution Professional and his team since the day he has taken up the seat of RP. They further added Home buyers could see a light of the day after 5 years only due to the timebound process followed by the RP in the given case. The Chairman concluded the meeting by giving a vote of thanks to all the members present.

The Chairman informed the CoC that the e-voting will commence on the above resolutions and same will be intimated to all the members of CoC separately.

There being no other matter, the Chairman thanked all the members and the invitees and the Meeting concluded.

JAYESH
NATVARLAL
SANGHRAJKA
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Jayesh Natvarlal Sanghrajka
Resolution Professional in the matter of Radius Estates and Developers Private Limited
Reg. No. IBBI/PA-001/IF-P00216/2017-2018/10416

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Date: December 23, 2021
Place: Mumbai

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Annexure - II

Voting Item No. 2
To approve provisions for liquidation scenarios under Reg 39B, 39C and 39D:

Sr. no.	Name of Financial Creditors	Claim admitted (Amt. In Rs.)	Value (Voting %)			Total %
			Assented	Disasented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	-	-	33.25	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,25,19,000	5.71	-	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,087	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203507078	36,01,36,986	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203507052	9,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203507060	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203507102	96,93,56,440	-	3.89	-	3.89
9	Piramal Capital & Housing Finance (Eratwile Dewan Housing Finance Corporation Limited)	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE91X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorised Representative of Homebuyers	8,31,96,35,932	33.41	-	-	33.41
	Total	24,89,90,54,237	56.40	7.44	36.17	100.00



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Reg. No. 188/19A-001/1P-P02/16/2017-2018/10416

Annexure - III

Voting Item No. 3
To discuss and approve raising of Interim Finance

Sr. no.	Name of Financial Creditors	Claim admitted (Amt. In Rs.)	Value (Voting %)			Total %
			Assented	Disasented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	33.25	-	-	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,25,19,000	-	5.71	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,087	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203507078	36,01,36,986	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203507052	9,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203507060	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203507102	96,93,56,440	-	3.89	-	3.89
9	Piramal Capital & Housing Finance (Eratwile Dewan Housing Finance Corporation Limited)	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE91X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorised Representative of Homebuyers	8,31,96,35,932	33.41	-	-	33.41
	Total	24,89,90,54,237	83.93	18.15	2.92	100.00

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Annexure - IV

Voting Item No. 4
To authorize the RP to do all acts, deeds and things for availing the requisite FSI benefits and to appoint construction manager to resume construction by appointing the construction

Sr. no.	Name of Financial Creditors	Claim admitted (Amt. In Rs.)	Value (Voting %)			Total %
			Assented	Disasented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	33.25	-	-	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,25,19,000	-	5.71	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,087	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203507078	36,01,36,986	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203507052	9,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203507060	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203507102	96,93,56,440	-	3.89	-	3.89
9	Piramal Capital & Housing Finance (Eratwile Dewan Housing Finance Corporation Limited)	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE91X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorised Representative of Homebuyers	8,31,96,35,932	33.41	-	-	33.41
	Total	24,89,90,54,237	83.93	13.15	2.92	100.00

manager:

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Annexure - V

Voting Item No. 5
To approve budget for the CIRP Cost from 01.03.2022 to 31.12.2022:

Sr. no.	Name of Financial Creditors	Claim admitted (Amt. In Rs.)	Value (Voting %)			Total %
			Assented	Disasented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	33.25	-	-	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,25,19,000	5.71	-	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,087	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203507078	36,01,36,986	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203507052	9,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203507060	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203507102	96,93,56,440	-	3.89	-	3.89
9	Piramal Capital & Housing Finance (Eratwile Dewan Housing Finance Corporation Limited)	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE91X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorised Representative of Homebuyers	8,31,96,35,932	33.41	-	-	33.41
	Total	24,89,90,54,237	83.64	7.44	2.92	100.00

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मार्ग-१५

जयेश नटवरल सान्घराज्का

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Annexure - VI

Voting Item No. 6
To indemnify the resolution professional:

Sr. no.	Name of Financial Creditors	Claim admitted (Amt. In Rs.)	Value (Voting %)			Total %
			Assented	Disasented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	-	-	33.25	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,25,19,000	5.71	-	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,087	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203S07078	36,01,36,986	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203S07052	9,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203S07060	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203S07102	96,93,56,440	-	3.89	-	3.89
9	Prithvi Capital & Housin Finance (Erstwhile Dewan Housing Finance Corporation Limited)	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE691X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorised Representative of Homebuyers	8,31,96,35,932	33.41	-	-	33.41
	Total	24,89,90,64,237	66.40	7.44	36.17	100.00

Annexure - VII

Voting Item No. 8
For commencement of construction post COC's approval of the Resolution Plan:

Sr. no.	Name of Financial Creditors	Claim admitted (Amt. In Rs.)	Value (Voting %)			Total %
			Assented	Disasented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	33.25	-	-	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,25,19,000	-	5.71	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,087	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203S07078	36,01,36,986	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203S07052	9,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203S07060	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203S07102	96,93,56,440	-	3.89	-	3.89
9	Prithvi Capital & Housin Finance (Erstwhile Dewan Housing Finance Corporation Limited)	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE691X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorized Representative of Homebuyers	8,31,96,35,932	33.41	-	-	33.41
	Total	24,89,90,64,237	83.93	13.15	2.92	100.00

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Reg. No. IBEI/IFA-001/IFP-0002/16/2017-2018/10416

Annexure - VII

Voting Item No. 7
To approve reduction of performance security amount:

Sr. no.	Name of Financial Creditors	Claim admitted (Amt. In Rs.)	Value (Voting %)			Total %
			Assented	Disasented	Abstained	
1	Housing Development Finance Corporation Limited	8,27,80,64,540	33.25	-	-	33.25
2	ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,42,25,19,000	-	5.71	-	5.71
3	Yes Bank Limited	59,46,28,211	-	-	2.39	2.39
4	ICICI Bank Limited	78,26,087	-	-	0.03	0.03
5	Beacon Trusteeship Limited - INE203S07078	36,01,36,986	-	1.45	-	1.45
6	Beacon Trusteeship Limited - INE203S07052	9,00,34,247	-	0.36	-	0.36
7	Beacon Trusteeship Limited - INE203S07060	14,40,54,795	-	0.58	-	0.58
8	Beacon Trusteeship Limited - INE203S07102	96,93,56,440	-	3.89	-	3.89
9	Prithvi Capital & Housin Finance (Erstwhile Dewan Housing Finance Corporation Limited)	4,29,96,88,410	17.27	-	-	17.27
10	Beacon Trusteeship Limited - INE691X07017	28,81,09,589	-	1.16	-	1.16
11	Infinite Buildcon Private Limited	12,50,00,000	-	-	0.50	0.50
12	Authorised Representative of Homebuyers	8,31,96,35,932	33.41	-	-	33.41
	Total	24,89,90,64,237	83.93	13.15	2.92	100.00

C/o. JAYESH SANGHRAJKA & CO. LLP
Chartered Accountants
405-407, Hind Rajasthani Building, D. S. Pathak Road, Badli East, Anandali-400014
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Annexure C

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RESOLUTION PLAN SUBMITTED PURSUANT TO THE INSOLVENCY & BANKRUPTCY CODE, 2016 FOR RESOLUTION OF RADHUS ESTATES AND DEVELOPERS PRIVATE LIMITED

SUBMITTED BY:

adani

Adani Goodhouses Private Limited

Adani Goodhouses Pvt. Ltd. Address: Plot No. 81, Sector 32 Institutional Area, Gurgaon - 122001, Haryana. Tel: +91 9810255155-9126681160. Email: radhus@adani.com

बदर-१५ ५११०५ २०२३

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COVERING LETTER

Resolution Applicant's Name: Adani Goodhouses Private Limited

Full Address:

Adani House, Plot No. 81, Sector 32 Institutional Area, Gurgaon - 122001, Haryana, India.

Telephone No.: +91 9810255155-9126681160. Fax No.: +91 9125515510. E-mail address: Radhus Estates and Developers Private Limited.

To:

Mr. Jayash Nivratal Sastry, Resolution Professional, In the matter of Radhus Estates and Developers Private Limited, 405 - 407, Hans Rajgoudan Building, HS Phulke Road, Dhar (H-2), Mathura - 400014.

Subject: Submission of Resolution Plan for Radhus Estates and Developers Private Limited.

Dear Sir,

We, the undersigned Resolution Applicant, Adani Goodhouses Private Limited ("Resolution Applicant") having read and examined in detail the Request for Resolution Plan ("RFR") issued by the Information Commissioner, and on the offer by way of a Resolution Plan in relation to Radhus Estates and Developers Private Limited ("Corporate Debtor").

We enclose herewith the resolution plan (the "Resolution Plan"), including the Financial Proposal with duly signed and certified forms / documents / authorizations as mandated by the Process Advisor on behalf of the Corporate Debtor and of the Resolution Professional and the Committee of Creditors, in the RFR, for your consideration.

We have submitted all the requisite documents.

We further represent and warrant as follows:

1. Earnest Money Deposit

In relation to the Earnest Money Deposit required to be submitted as per Clause 1.9.1 of the RFR, we enclose the proof of deposit of funds of the sum of the amount of INR 1,00,00,000/- (Indian Rupees One Crore Only) by Adani Infrastructure and Development Private Limited.

2. Performance Security

In the event the Resolution Plan is not approved, we shall be liable to pay the Performance Security of INR 1,00,00,000/- (Indian Rupees One Crore Only) to the Resolution Professional.



Adani Goodhouses Pvt. Ltd. Address: Plot No. 81, Sector 32 Institutional Area, Gurgaon - 122001, Haryana, India. Registered Office: Adani House, Plot No. 81, Sector 32 Institutional Area, Gurgaon - 122001, Haryana.

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c. Acceptance

Pursuant to the RFR, we hereby submit this Resolution Plan. We agree that the decision made by the Resolution Professional for the instructions of the CoC, the CMC and/or the Adjudicating Authority in respect of any matter will prevail to the extent of the RFR and the Resolution Plan. Submission of this Resolution Plan shall be binding on us, case and except any strategy in connection to the Resolution Plan that are not acceptable to us. We hereby expressly waive any and all claims in respect of the Resolution Plan Submission Process.

d. Litigation / Proceedings

We confirm that there are no litigation / disputes / proceedings pending or threatened against us, which materially affects our ability to fulfil our obligations under the RFR.

e. Conflict of Interest

We hereby confirm that there is no Conflict of Interest that subsists or will arise as a result of submission of a Resolution Plan under the RFR.

f. Familiarity with Relevant Indian Laws and Regulations and Authorities

We confirm that we have studied the provisions of the Code, the CIRP Regulations and other relevant Applicable Laws and regulations to enable us to submit our Resolution Plan along with required documents and ensure the submission of documents in the event of our selection as the Successful Resolution Applicant. We have obtained the necessary corporate and regulatory approvals required to participate in the Resolution Plan. We further confirm that our Resolution Plan is not, to the best of our knowledge, in contravention of the provisions of the Applicable Law.

g. Contact Person

The details of the contact person for the purposes of this Resolution Plan are provided below:

Table with 2 columns: Name, Designation, Company Address, Home No, Email address. Contact person: Rupen Kataria, General Manager (Legal), Adani House, Plot No. 81, Sector 32 Institutional Area, Gurgaon, +91 9810255155, rupen.kataria@adani.com

We are enclosing the Resolution Plan consisting duly signed forms / documents / authorizations, each with duly signed separately, with 7 (seven) original copy as mandated in the RFR, for your consideration.

We confirm that according to us the Resolution Plan submitted by us is consistent with all the requirements of the Code and the CIRP Regulations.

According to us, the information submitted by us is complete and is true and correct to the best of our knowledge and understanding.

We agree and confirm that unless our Resolution Plan for the Corporate Debtor is approved by the CoC, unless our Resolution Plan is not approved by the

Adani Goodhouses Pvt. Ltd. Address: Plot No. 81, Sector 32 Institutional Area, Gurgaon - 122001, Haryana. Tel: +91 9810255155-9126681160. Email: radhus@adani.com. Registered Office: Adani House, Plot No. 81, Sector 32 Institutional Area, Gurgaon - 122001, Haryana.



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Administrative Authority or unless the conditions specified in the Resolution Plan including the said Requirements are not fulfilled in the manner stated therein or the NCLT or NCLTAT or the Supreme Court or any other competent authority directs or requires any changes to be made to the Resolution Plan after the COC Approval Date, which conditions or changes are not acceptable to the Resolution Applicant, we shall not ratify and be bound by or discharge our Resolution Plan and we shall be bound by our commitments and obligations under the said Resolution Plan, save and except as specifically provided for in the Resolution Plan.

9. We confirm that according to us we have not taken any decisions as to be deemed non-responsive with respect to the provisions of the Code.

10. We have for the purpose of this Resolution Plan, relied on the Consolidated List of Creditors of Radico Fatex and Developers Private Limited dated 13th December, 2022.

11. **Confidentiality**

- a. We confirm that we and our Representatives will keep all information set out in the RFRP and/or furnished pursuant to the same as confidential.
- b. We confirm that we and our Representatives shall not use any such information to generate a undue gain or unfair loss to the Corporate Debtor or any other person.
- c. We and our Representatives will comply with the requirements under Section 24(2) and other applicable provisions of the Code and the CIRP Regulations.
- d. We and our Representatives will protect the intellectual property rights of the Corporate Debtor in relation all such information.
- e. We and our Representatives will be bound by the Confidentiality obligations of the CIRP and will not share any such information and/or documents with any third party including any Representatives, without first ensuring that our obligations under the Non-Disclosure Agreement entered into with the Corporate Debtor are complied with.
- f. We and our Representatives will endeavor to comply with all the terms and conditions of the RFRP and the Non-Disclosure Agreement, subject to the terms of this Resolution Plan.

12. Capitalized terms used but not defined herein shall have the meaning given to them in the RFRP.

Thanking you,

Yours faithfully,
For Adani Goodhouses Private Limited,

Mr. Rajeev Kishore
Mr. Rajeev Kishore
Authorized Signatory

Adani Goodhouses Pvt. Ltd.
Address: Plot No. 83,
Sector 32 Institutional Area,
Gurgaon - 122001,
Haryana
CIN: U72900HR2023PC000144

Tel: +91
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To,
Mr. Jeebh Nathmal Sanghania
Resolution Professional of Radico Fatex and Developers Private Limited
401 - 407, 10th Najafpura Building,
101 Bunkar Road,
Dadar (East), Mumbai - 400014
Maharashtra.

Adani Goodhouses Private Limited
A company incorporated under the laws of India as a
private company limited by shares
Registered Office: Adani House, Plot No. 83, Sector
32 Institutional Area, Gurgaon - 122001, Haryana,
India

Date: 21-12-2024

Resolution Plan in relation to the corporate insolvency resolution process of Radico Fatex and Developers Private Limited, a company under corporate insolvency resolution process ("CIRP").

Compliance

This Resolution Plan is being submitted by Adani Goodhouses Private Limited ("Resolution Applicant"), pursuant to the Request for Resolution Plan ("RFRP") issued by Mr. Jeebh Nathmal Sanghania, the Resolution Professional appointed vide order dated August 22, 2021 of the Mumbai Bench of National Company Law Tribunal ("NCLT") in terms of the Insolvency and Bankruptcy Code, 2016 ("Code"), involving submission of resolution plans for Radico Fatex and Developers Private Limited ("Corporate Debtor").

This Resolution Plan contains relevant information and disclosures required under the RFRP. We confirm that the Resolution Applicant is eligible to propose a Resolution Plan in accordance with the provisions of the Code (including Section 24A of the Code) and all applicable relevant regulations.

The Resolution Applicant is submitting this Resolution Plan as part of the corporate insolvency resolution process of the Corporate Debtor. Implementation of the Resolution Plan is subject to approval of the Committee of Creditors of the Corporate Debtor ("COC") or the NCLT, as the case may be, and the fulfillment of other conditions as specified in the Resolution Plan.

Information Conditions

The Resolution Plan is a confidential document and contains confidential information about the Resolution Applicant, Adani Goodhouses Private Limited, the COC, and the Resolution Professional. All information and documents provided by the Resolution Applicant in this Resolution Plan as in relation thereto, and the same shall not be disclosed in whole or in part to any person without its prior written consent, provided that it may be disclosed to the members of the COC and their respective employees, consultants or professional advisors on a strictly need to know basis subject to equivalent obligations of confidentiality.

The Resolution Plan may constitute confidential information and the recipient of this Resolution Plan agrees to comply with all Applicable Laws. However, for the avoidance of doubt, it is clarified that the foregoing confidentiality condition shall not be applicable to the submission of this Resolution Plan by the Resolution Professional to the NCLT in accordance with the provisions of the Code.

Adani Goodhouses Pvt. Ltd.
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The Resolution Plan is a complete plan, and may be accepted as a whole. Any part acceptance, rejection or modification of the Resolution Plan by the Resolution Professional in consultation with the COC will be valid only when accepted by the Resolution Applicant in writing.

The approval or acceptance of the Resolution Plan by the COC and the NCLT will create a binding obligation on the Resolution Applicant and on all the stakeholders to the resolution process, including all Creditors (whether admitted or not, contingent or otherwise) of the Corporate Debtor, in accordance with the provisions of the Code and the terms of the Resolution Plan.

The Resolution Applicant will not be held liable for any actions, omissions, proceedings that may be initiated or threatened against the participants of the COC, the Resolution Professional or any of their respective advisors in relation to any matter in connection with the CIRP, save for liability arising out of any breach by the Resolution Applicant of any covenant as may be contained in the Resolution Plan.

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SECTION I : OVERVIEW OF THE RESOLUTION APPLICANT

1.1 About the Adani Group

The Adani Group is one of the leading business conglomerates and one of the largest integrated infrastructure groups in India. Over 3 (three) decades, the group has emerged as a global player with business operations spread across key sectors such as infrastructure, ports, logistics, airports, retail, energy, financial services and agriculture.

Since inception, the group has been focused on serving the diverse needs of people, delivering strong value proposition and contributing to nation building along the way. The group has more than 11,000 (eleven thousand) employees in India and abroad.

The Adani Group has 6 listed entities in the Indian stock exchanges viz., Adani Enterprises Ltd. ("AEL"), Adani Power Ltd. ("APL"), Adani Port and Special Economic Zones Ltd. ("APSEZ"), Adani Transmission Ltd. ("ATL"), Adani Green Energy Ltd. ("AGEL") and Adani Gas Ltd. ("AGL").

A. About the Operations

- Real Estate Development:** Among top 10 real estate development players; successful delivery of 14 million square feet and over 7.5 million square feet is under development.
- Adani Ports & SEZ Limited ("APSEZ"):** Adani Ports and Special Economic Zones Ltd (APSEZ), a part of the globally diversified Adani Group has evolved from a port company to a ports & Logistics Platform. It is the largest port developer and operator in India with 12 strategically located ports and terminals -- Mumbai, Odisha, Tuna and Hazira in Gujarat; Daman in Chhatis, Mangalore in Goa, Mangalore, Thiruvananthapuram and Kattappana in Andhra Pradesh; Dighi in Madhya Pradesh; Kattappana and Ennore in Chennai -- representing 24% of the country's total port capacity, handling vast amounts of cargo from both coastal areas and the hinterland. The company is also developing a warehousing park at Vithandam, Kerala. Our Ports & Logistics Platform comprising our port facilities, integrated logistics capabilities, and industrial ecosystem, puts us in an advantageous position as India moves to benefit from its expanding role in global supply chains. Our focus is to be the largest ports and logistics platform in the world in the next decade. With a vision of net carbon neutral by 2025, APSEZ was the first Indian port and listed on the world to sign up for the Science Based Targets Initiative (SBTi) committing to emission reduction targets to control global warming at 1.5°C above pre-industrial levels.
- Adani Green Energy Limited ("AGEL"):** Adani Green Energy Limited (AGEL), a part of India-based Adani Group, has one of the world's largest renewable portfolios, with a total of approximately 20 GW across operational, under-construction, awarded and acquired assets, catering to domestic-grid requirements. The company develops, builds, owns, operates and maintains utility-scale solar, wind and hybrid projects. Key customers of AGEL include Solar Energy Corporation of India (SECI), National Thermal Power Corporation (NTPC) and various State Electricity Boards in India. AGEL today is INR 2176.65 billion market cap company, being India's largest listed renewable energy company.

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Muzen Capital, the US-based fund, had recently ranked Adani Group as the #1 global solar power generation asset owner.

- Adani Transmission Limited ("ATL"):** Adani Transmission Limited (ATL) is the transmission and distribution business arm of the Adani Group, one of India's largest business conglomerates. ATL is the country's largest private transmission company with a considerable transmission network of ~18,200 km, out of which ~11,000 km is operational and ~4,000 km is at various stages of construction. ATL also operates a distribution business serving about 4 million customers in Mumbai. With India's energy requirements set to quadruple in coming years, ATL is having market cap of INR 2043.16 Billion as of 13th December, 2021.
- Adani Gas Limited (AGL):** Largest private city gas distribution player in India serving over 4 lakh customer having market cap of INR 20,742 crores as of 09 October 2020.
- Adani Power Limited ("APL"):** Largest private thermal power provider in India having total installed capacity of 32,349 MW and market cap of INR 14,116 crores as of 09 October 2020.
- Adani Enterprises Limited ("AEL"):** Adani Enterprises Limited (AEL) is the flagship company of Adani Group, one of India's largest multi-industry conglomerates. Over the years, Adani Enterprises has focused on building emerging infrastructure businesses, contributing to nation building and driving wealth also across India. Having successfully built businesses like Adani Transmission, Adani Power, Adani Ports & SEZ, Adani Green Energy and the recently formed Adani Gas, the company has endeavored significantly to make the country self-reliant with our courses, portfolio of robust businesses, the next generation of its strategic business investments are centered on the fields of solar PV manufacturing, airport management, data centers, e-mobility parks, and water infrastructure. Follow up these projects has led to very strong returns to our shareholders. A strategic investment in Adani Enterprises, which was the group's first IPO in 1994, has returned over 600X. AEL is having market cap of INR 1699.17 Billion as of 13th December, 2021.
- Financial Services:** Currently comprises of an NBFC and an IFCI with total asset under management of INR 1,233 crores as of 30th September 2020. In process to establish a stress resolution platform (including an ARC).
- Airport:** Adani Airport Holdings Limited (AAHL) has been incorporated to hold the airport business of Adani group. AAHL is currently a 100% subsidiary of Adani Enterprises Limited (AEL).

AAHL has acquired 49% equity stake of Mumbai International Airport Limited (MIAL), the company operating 5 International Airport, Mumbai. AAHL is also become an indirect holding company (74%) of New Bhubaneswar International Airport Limited (NBIAL).

Additionally, AAHL has set up a Joint Venture ("JV") named Mumbai Third Road Terminal with Fluoride. JV of Road Terminal ("VRT") to carry out the day-to-day operations at Mumbai International Airport Limited. The JV is also in negotiating

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1.2 About the Adani Properties

Adani Properties Private Limited was incorporated on May 25, 1995 as a private limited company and is the holding company for the Real Estate business of the Adani Group. The Resolution applicant is backed by promoters and management who have a strong track record of acquisition and successful development of distressed companies post acquisition.

The Resolution Applicant is a part of promoter and promoter group of various entities of Adani Group companies and both strategic investment in AEL, APSEZ, APL, AGL, and ATL.

Additionally, AAHL has set up another Joint Venture (named April Stone Retail Terminal with Fluoride) promoter group to carry out the day-to-day operations at the airport. AAHL holds 74% stake in this JV.

AAHL has acquired 49% equity shares of each of the following Airport SPVs:

- Mumbai International Airport Limited
- Luxknow International Airport Limited
- Mangalore International Airport Limited

Further AAHL is in process of acquiring shareholding in the following Airport SPVs:

- Hydrabad International Airport Limited
- Chennai International Airport Limited
- Adani Thiruvananthapuram International Airport Limited

Adani Airport SPVs were incorporated by AEL pursuant to its winning the bid process for operation, management and development of Airports at Ahmedabad, Lucknow, Mangalore, Jaipur, Coimbatore and Thiruvananthapuram. These Airport SPVs had signed the Concession Agreements with AAI for the respective airports at Ahmedabad, Lucknow, Mangalore, Jaipur, Coimbatore and Thiruvananthapuram and had commenced their commercial operations.

Total market cap of listed companies is INR 260,660 crores. Total value of Adani Group shareholding in listed companies is INR 194,232 crore out of which 81,965 crores representing 41.6% stake is owned by Adani.

B. Overview of Real Estate Development

- Established in 2009, Adani Realty is amongst top 10 pan India real estate development players, successful delivery of 14 million square feet and over 7.5 million square feet is under development.
- Operating across all segments including residential (apartments, villas, affordable housing), commercial and retail.
- Pan India presence covers Mumbai (including Powai), Navi Mumbai etc., Ahmedabad, Pune, Gurgaon, Kochi & Mysuru.
- Experienced across various types of projects including New Rehabilitation Authority (NSA), Maharashtra Housing and Area Development Authority, redevelopment ground etc.
- Key strengths:
 - Executive Profile: Strong industry leadership and extensive construction experience across large scale and complex projects.

1. Market Value Status of 9th October 2021

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Adani Realty is a 60% share owned company and attracts home buyers giving them confidence that the brand will deliver on its promises.

- Regulatory Compliance: Well-established team with strong capabilities and experience in handling complex regulatory framework and local by-laws for developing projects.
- Proven Capability: Adani Realty has consistently proved its capability to raise finance from various financial institutions.

C. Current projects

- Adani Realty's flagship project in Ahmedabad, Shantigram is a 60% share owned company. It is one of the most modern townships of Gujarat with total development of 40 million square feet (out of this, over 9.0 million square feet is already delivered).
- Western Heights, Andheri, Mumbai: Potentially 1.1 million square feet (residential + retail)
- Jaquie, KCC, Mumbai: Potentially 1.8 million square feet (commercial)
- Akros South, Byculla, Mumbai: Potentially 2.0 million square feet (residential)
- Atelier Green, Khar, Mumbai: Potentially 6.5 million square feet (residential)
- Oyster Grande I, Dwarka Expressway: Potentially 4.2 million square feet (residential)
- Nature's Journey, Gurgaon: Potentially 3.0 million square feet (residential)
- Miracle Mile - GCE: 0.2 million square feet (residential and retail) - commercial
- Rangan - Sec 17A Gurgaon: 0.8 million square feet (residential housing)

1.2 About Adani Properties Private Limited

Adani Properties Private Limited was incorporated on May 25, 1995 as a private limited company and is the holding company for the Real Estate business of the Adani Group. The Resolution applicant is backed by promoters and management who have a strong track record of acquisition and successful development of distressed companies post acquisition.

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SECTION 2: BACKGROUND OF THE RESOLUTION PLAN

2.1 The Resolution Applicant, through the Resolution Plan aims to resolve the insolvency of the Corporate Debtor to enable it to continue its business as a going concern. By this Resolution Plan, the Resolution Applicant proposes to take over the ownership and the entire management and operations of the Corporate Debtor by way of amalgamation of the Corporate Debtor with the Adani Group and settle the liabilities of the Corporate Debtor in the manner specified in this Resolution Plan. Set out hereinafter is a brief background to this Resolution Plan and an overview summary of the terms of the Resolution Plan. The background set out below, is based on the Information Memorandum and other documents and information made available to the Resolution Applicant in the Virtual Data Room.

2.2 Background:

A. The Maharashtra Housing and Area Development Authority ("MHADA") is the owner of all share pieces or parcels of landhold land bearing Survey No. 301 (part), corresponding to 1/37, Survey Nos. 649 and 6490 to 4A of Village Bhandra, taluka Bhandra, District Thane, Maharashtra. Being land situated at Gandhi Nagar, Bhandra (East, Mumbai - 400 011 in Municipal "W" Ward 140, delineated with a red colour boundary line on the plan annexed hereto and marked as Annexure "A" ("Land"). The said Land has been leased by MHADA to Deyar of Middle Income Group Cooperative Housing Society Limited, a cooperative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. B/7991/DM/5201, and its registered office at Shed, behind 13/17, M.I.G. Colony, Bhandra (East, Mumbai - 400 051 ("Society").

B. It and under a Development Agreement dated 31st October 2010 executed between the Society and DHI (formerly known as Builders Private Limited, a private limited company, incorporated under the Companies Act, 1956, having its principal office at DHI Central, Madhwa Atrai Road, Range 4A Compound, Bandh Cuda, Mumbai, 400111 ("DHI"), and registered with the office of the Sub-Registrar of Assurances under Serial No. B/104/04/07 of 2011, as modified by Deed of Modification dated 21st August, 2014 registered along with a Deed of Confirmation dated 29th September, 2015 registered under Serial No. B/14 of 2015 and a Deed of Rectification in the Book of Confirmation in the Book of Modification dated 30th September, 2015 registered with the office of the Sub-Registrar of Assurances under Serial No. B/19 of 2015, executed between the Society and DHI (hereinafter collectively referred to as the "Development Agreement"), the Society granted in favour of DHI, development rights as respects of the said Land and the schemes thereon (since demolished), for the consideration set in the annex and on the terms and conditions mentioned therein.

C. Pursuant to the Development Agreement, DHI is required to enter into contract and provide certain premises together with amenities and common areas as described therein, for the rehabilitation of the members of the Society in the manner specified in the Development Agreement, and is required to withdraw over the period specified as more particularly described in the Development Agreement.

D. It and under an Agreement relating to the development dated 31st March, 2016 executed between DHI and the Corporate Debtor (formerly known as Vishwanagar Estates and Developers Private Limited) and registered with the office of Sub-Registrar of Assurances under Serial No. B/69/2016, and the Supplemental Agreement dated 28th August, 2016 executed between the Corporate Debtor and DHI and registered with the office of Sub-Registrar of Assurances under Serial No. B/48/2016, and the Second Supplemental Agreement dated 29th March, 2017 executed between DHI and Radius and registered with the office of Sub-Registrar of Assurances under Serial No. B/44/2017, read with the consent forms executed

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as an Income Award dated 21st November 2013 and a Supplemental Agreement dated 21st February, 2021 and other deeds, documents and writings, an inter se consolidated title deed to lease (hereinafter collectively referred to as the "Radius Agreement"), DHI and the Corporate Debtor agreed to undertake the redevelopment of the project to be developed on the said Land, in joint venture, in the manner and on the terms and conditions stated therein.

E. Pursuant to the Radius Agreement, the Corporate Debtor commenced the execution of the project known as "Ten BKC" (hereinafter known as "Project Radius") on the said Land ("Project"), and the details of the Project are specified in Annexure "B" hereto. The Project has been registered as a "convertible project" with the Maharashtra Real Estate Regulatory Authority ("MahaRERA") bearing Registration No. J5/18000/4989. DHI and the Corporate Debtor are the promoters of the Project under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder ("RERA"). A list of the project approvals obtained in respect of the Project, are annexed hereto and marked as Annexure "C".

F. Under the Radius Agreement, (a) DHI is entitled to certain premises ("DHI Premises") out of which (i) 173 units have been sold to customers as set out in Annexure "D-1" hereto ("DHI Sold Premises"), and (ii) the remaining 178 units as set out in Annexure "D-2" hereto are reserved ("DHI Unsold Premises"), and (b) the Corporate Debtor is entitled to certain premises ("Radius Premises"), out of which (i) 224 units have been sold to customers as set out in Annexure "D-3" hereto ("Radius Sold Premises"), and (ii) the remaining 146 units are set out in Annexure "D-4" hereto are reserved ("Radius Unsold Premises"). Any encroachments on the DHI Sold Premises and the Radius Sold Premises shall be added to the DHI Unsold Premises and the Radius Unsold Premises, respectively, and the terms "DHI Sold Premises", "DHI Unsold Premises", "Radius Sold Premises", and "Radius Unsold Premises" shall be construed accordingly. With respect to the Radius Sold Premises, Annexure "D-3" hereto, set out the amount receivable from the customers.

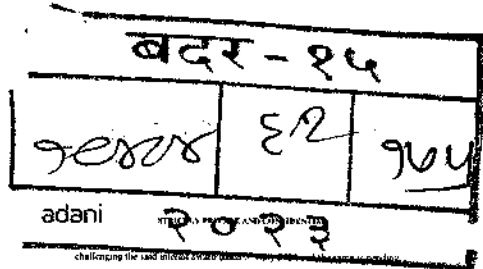
G. The Corporate Debtor is required to fulfil its roles and functions in connection with the Project and bear costs thereof ("Radius Costs"), and DHI is required to fulfil its roles and obligations in connection with the Project and bear costs thereof ("DHI Costs"). The components of the Radius Costs and the DHI Costs, have been provided in Annexure "E" hereto. It is hereby clarified that Annexure "E" only provides the components of the DHI Costs and Radius Costs, and that the DHI Costs and Radius Costs will be treated as per actuals. Accordingly, the terms "DHI Costs" and "Radius Costs" will be construed to mean such costs incurred as per actuals and the details mentioned in Annexure "E" hereto are only indicative. The Radius Costs and the DHI Costs are herewith collectively referred to as the "Project Costs".

H. In view of the outbreak of the COVID-19 pandemic and the consequent lockdown imposed by the Government, DHI obtained occupancy of a free market project under the Development Agreement with effect from 16th March 2020. The Society, vide its letter dated 1st May 2020, sought to terminate the Development Agreement, DHI has challenged and disposed the purported termination and has by its letter dated 1st May 2020 advised to the Society, denied any breach of the terms of the Development Agreement and has invoked arbitration. IAI filed Commercial Arbitration Petition No. 113/VC/40/2020 ("Court Arbitration") against the Society before the Bombay High Court wherein an Order dated 26th May, 2020 directing status quo was issued and a note submitted was adjudicated to adjudicate the dispute. On 1st May 2021, the said arbitrator passed an interim award under Section 17 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Interim Award") in compliance of certain terms and conditions by DHI. IAI has filed an appeal under Section 37 of the Arbitration and Conciliation Act, 1996 bearing No. EAAR/11/1922/2021 in the Bombay High Court.

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challenging the said Interim Award

I. Pursuant to an application filed under Section 7 of the Code against the Corporate Debtor, the CIRP of the Corporate Debtor commenced on 18th April 2021, the COC was formed, and Mr. Jayesh Sampatkar was appointed by the COC as the Resolution Professional for conducting the CIRP of the Corporate Debtor.

J. The Resolution Professional was instructed by the COC to (i) invite Expression of Interest ("EOI") from interested and eligible prospective resolution applicants ("PRAs") for submitting resolution plans, (ii) invite PRAs to submit resolution plans by issuing the RFP, and (iii) present such resolution plans to the COC and support the COC in selection of a resolution plan amongst the resolution plans submitted to the COC.

K. Accordingly, on 19th October 2021, the Resolution Professional published an invitation for EOI to PRAs in The Free Press Journal and in its (Maharashtra edition) for submission of resolution plans for the Corporate Debtor, in accordance with applicable laws including the relevant provisions of the Code.

L. The Resolution Applicant, being desirous of submitting a resolution plan for the Corporate Debtor involving Acquisition of the Corporate Debtor and reconstruction and development of the Project which is currently stalled, submitted an EOI on 20th October, 2021, pursuant to the EOI Invitation.

M. The Resolution Professional issued an RFP dated 23rd November 2021 calling upon the eligible applicants to submit their resolution plans. The Resolution Applicant being one of the eligible applicants to timely submitting its Resolution Plan.

N. The Resolution Professional has provided certain information in relation to the Corporate Debtor in the Information Memorandum issued by the Resolution Professional on 2nd November 2021. The Resolution Professional has from time to time prepared a list of creditors of the Corporate Debtor, the last list having been finalized on December 15, 2021.

O. Based on the background set forth in this Section 2.2 (which is based on the Information Memorandum and other documents and information made available to the Resolution Applicant in the Virtual Data Room), the Information Memorandum, the List of Creditors, and other documents and information made available to the Resolution Applicant in the Virtual Data Room, the Resolution Applicant is submitting this Resolution Plan on the terms specified herein.

P. Under this Resolution Plan, the Corporate Debtor will merge with Adani Group and the Resolution Applicant will continue the business of construction and development of the Project as a going concern after the Effective Date in accordance with plans approved to be approved and applicable law, subject to the terms and conditions specified in this Resolution Plan, and the liabilities of the Corporate Debtor will be settled in the manner specified in this Resolution Plan.

Q. In addition to the said Requirements, the Resolution Applicant shall, prior to the implementation, consummation, completion or effectiveness of the Resolution Plan, shall be contingent upon the following conditions, which shall have to be completed before the Effective Date in accordance with the consequences set forth in the Resolution Plan:

(i) Payment of amount of Rs. 100 Crores to the Government of Maharashtra for the land parcel bearing Survey No. 301 (part) and Survey Nos. 649 and 6490 to 4A of Village Bhandra, Taluka Bhandra, District Thane, Maharashtra. The said amount shall be paid to the Government of Maharashtra by the Resolution Applicant on or before 15th December 2021. If not paid before that date, the Project will not be viable. It is therefore requested for the premium to be paid to the competent authority before the aforesaid date.

(ii) Execution of Consent Terms and Issuance of Society NOC: As set out in Section 10 below (i) DHI and the Society shall execute the Consent Terms (as defined hereinafter) and both shall file the same with the Registrar, and (ii) the Society shall issue the Society NOC, in the manner specified in Section 10 (C)(ii) below.

(iii) Payment of Society dues: The Corporate Debtor will have to make payment to the Society / Members as per the Consent Terms (as defined hereinafter).

R. The Resolution Professional is responsible for raising adequate funds to enable the Corporate Debtor to make payments towards amounts specified in Section 2.2(Q)(i) and Section 2.2(Q)(ii) above being the premium for obtaining of approval for the Project and to pay the tax amount due to the Society. For this purpose, the Resolution Applicant may consider providing a secured loan to the Corporate Debtor (represented by the Resolution Professional and duly approved by the COC) as "Interim Finance" (as defined and understood under the Code), for the amount specified in Section 2.2(Q)(i) and Section 2.2(Q)(ii) above and Section 2.2.5 below, based on the commercial terms mentioned in Annexure "F" to this Resolution Plan ("Interim Finance").

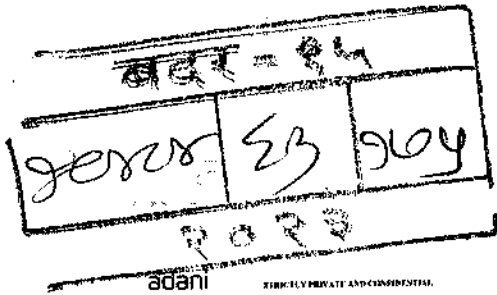
S. Pursuant to a separate letter received by the Resolution Applicant, the lender therein has agreed to lend and advance an amount of up to Rs. 1300,00,00,000 (Thirteen Crore Hundred Three Hundred Crores Only) to the Resolution Applicant for the purpose of which will be used for providing, inter alia, the Interim Finance to the Corporate Debtor, on the terms and conditions contained therein. In the event the Resolution Applicant decides to grant the Interim Finance, the same will be a separate transaction for which separate documents shall be executed. The terms and conditions of the Interim Finance shall be specified in detail in the facility documents to be executed between the Resolution Applicant and the Corporate Debtor (represented by the Resolution Professional) for the purpose of "Interim Finance (Interim)" and will be based on the commercial terms mentioned in Annexure "F" to this Resolution Plan. The repayment of the Interim Finance together with interest and all other due and payable thereon, all sums payable towards the Interim Finance, and the areas included in connection with the execution of the Interim Finance Documents, shall be considered as CHP Costs. Additionally, if as applicable to the Resolution Applicant and the lender of Interim Finance, the Resolution Applicant will continue the Interim Finance after the Effective Date on the books of the Interim Finance, and in such a case, post the Effective Date, the Interim Finance and the interest and dues thereon shall not constitute CHP Costs.

T. Subject to the Resolution Professional being able to arrange funds for financing the Radius Costs, the Resolution Applicant may decide to commence the construction of the Project (which is currently stalled) post the COC Approval Date, so that the Resolution Applicant can start its business in a timely manner and to ensure that the Corporate Debtor is operated and managed as a going concern. For incurring the aforesaid costs, the Resolution Professional (authorized by COC) will raise requisite funds and the Resolution Applicant will provide the said funds leading in form of Interim Finance as stated in Section 2.2(R) above. For this purpose, and in the event the COC approves the commencement of construction of the Project post the COC Approval Date and raising of funds for this purpose (including Interim Finance) by paying appropriate considerations, the Resolution Applicant will be approved as the construction manager for the purpose of managing and supervising the construction and development of the Project post the COC Approval Date. The

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SECTION 3 : FINANCIAL PROPOSAL

This Resolution Plan is a full and comprehensive proposal for the orderly resolution of the Corporate Debt. Other than as expressly provided under this Resolution Plan, no payment or settlement of any nature or kind is proposed to be made to any Person in respect of any claim, whether filed or not, whether admitted or not and any related suit, proceedings or other legal actions shall stand in abeyance and discontinuance until and unless extinguished in perpetuity.

3.1 Summary

A. Summary of debt owed to Creditors

As per the Information Memorandum and information made available in the Virtual Data Room and the List of Creditors, the total Claims filed by the Creditors are summarized below:

Table with 3 columns: Category of Creditors, Claims filed, Claims verified and admitted. Rows include Financial Creditors (Class - Homebuyers), Financial Creditors (Secured), Financial Creditors (Unsecured), Operational Creditors (Employees and Workmen), Operational Creditors (Government and Statutory Authorities), Operational Creditors (Other than Employees and Workmen and Government and Statutory Authorities), and Other Creditors. A TOTAL row is also present.

B. Summary of Financial Proposal

Table with 2 columns: Stakeholders, Offer Proposed. Rows include CRIP Costs and Other Creditors.

appointment of Resolution Applicant as a contractor or manager of the Project will be a separate transaction for which the Resolution Professional (authorized by COG) and the Resolution Applicant shall execute the relevant documents including but not limited to a Construction Management Agreement and powers of attorney. The Resolution Applicant shall be entitled to take all necessary steps for the purpose of managing and supervising the construction and development of the Project after the COG Approval. It may be applicable or required. The Resolution Professional will raise demand letters on the Homebuyers to make payments of the consideration due from them as per the agreements with the Homebuyers, and the Homebuyers will be bound and liable to make these payments and all these payments shall be utilized towards paying CRIP Costs. The roles, responsibilities and entitlements of the Resolution Applicant and the roles and responsibilities of the CRIP Group in this regard, will be mutually agreed between the CRIP Group and the Resolution Applicant. At the option of the Resolution Applicant, the construction cost of the COG Approval may be undertaken by Adani KWA and the provisions of this Resolution Plan will be extended accordingly.

As per the instructions of the Resolution Applicant, the Resolution Professional and CRIP shall sign, execute and register necessary agreements and other documents for the sake of the ones forming part of the Mutual Undertaking.

On and from the Effective Date

- (a) The Corporate Debtor shall be amalgamated with Adani KWA and all actions set forth in Section 3 below shall take place as stated therein.
(b) The Resolution Applicant along with CRIP, shall continue the business of KWA, Agreement, the EMI Undertaking and any other agreement as may be executed among, inter alia, the Resolution Applicant and CRIP.
(c) The Resolution Applicant shall be the "Promoter" of the Project under FEMA, and the Resolution Applicant shall be solely entitled to bind and market the Project as an "Adani" project in the manner it deems fit and proper, and shall be solely entitled to undertake negotiations for the Project, and necessary interrelated things will be permitted to Adani KWA.
(d) Without prejudice and in addition to what is mentioned elsewhere in this Resolution Plan, the liability of the Resolution Applicant will be limited as set forth below and any other liability shall be borne and paid by the CRIP Group, including from the resolutions from the DR 5/23 Promotes and the DR Usual Promotes.
(e) The Resolution Applicant shall be liable for interest or compensation or any other amount for delayed possession to the existing customers of the DR 5/23 Promotes and the Usual Promotes only if the possession is delayed beyond 45 June 2024, subject to -
(i) Force Majeure;
(ii) Delays on account of any of the matters mentioned in Section 3.2(A)(ii) below;
(iii) Delays continuing on site by 1st January 2022, and
(iv) Delays by any party of this Resolution Plan except any valid claims to the Resolution Applicant or any document referred to in this Resolution Plan or any document executed pursuant to this Resolution Plan.
The Resolution Applicant will not be liable for any interest or damages or



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Table with 2 columns: Financial Creditors (Class - Homebuyers), Financial Creditors (Secured), Financial Creditors (Unsecured (Non-related)). Rows describe the offer proposed to each creditor class, including details on interest, principal, and distribution.

- (a) The Resolution Applicant shall be liable for interest or compensation or any other liability, if delay is caused to the Homebuyers in any litigation before the NCLT or NCTAT or any other court of law and/or on account of the ongoing CRIP of the Corporate Debtor and/or in relation to the Resolution Plan, and/or (ii) any way in which the Resolution Applicant is liable for any other litigation or any other litigation proceedings initiated by any person who has availed subordination or any other scheme; and/or (iii) any way in which the Resolution Applicant is liable for any other litigation.
(b) The Resolution Applicant shall be liable for defect liability to the Adani Homebuyers for any construction defect in respect of only the houses beyond the existing RCC as specified in Annexure 'G' hereto. It is clarified that CRIP shall be liable for any defect liability to the Adani Homebuyers as respect of construction defect in respect of the structures up to the existing RCC, as specified in Annexure 'G' hereto, and CRIP has agreed to do as mentioned in the DR Usual Promotes.
2.3 Arrangement with CRIP
From the subscription of this Resolution Plan by the Resolution Applicant, will have to ensure the completion of the Project and see that all the Homebuyers get their dues as per the contractual documents and the society members their home back. CRIP has provided to the Resolution Applicant, an undertaking and written common interest benefit and marked as Annexure 'H' ("CRIP Undertaking") whereby CRIP has agreed to fund the shortfall or deficit if any. The CRIP Undertaking shall be deemed to form part of this Resolution Plan.
2.4 This Resolution Plan has been prepared pursuant to Section 30(1) of the Code read with its applicable regulations and rules and solely based on the information expressly disclosed in the Information Memorandum, uploaded on the Virtual Data Room, the List of Creditors and on the terms and conditions stated in this Resolution Plan.
2.5 Only those admitted liabilities and claims specified herein will be paid or addressed in the manner set out in this Resolution Plan and no other liability or claim (present, potential or otherwise) will be paid or addressed by the Resolution Applicant.

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Plot No. 83, Sector 32, International Area, Gurgaon - 122001, Haryana.
Registered Office: Adani House, Plot No. 83, Sector 32, International Area, Gurgaon - 122001, Haryana.

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Financial Creditors (Unsecured creditors)	<p>Creditor Payment between the Unsecured Financial Creditors shall be as per Section 3.2(A)(2)(B) below.</p> <p>The detailed terms and conditions of the financial proposal pertaining to the Unsecured Financial Creditors is set forth in Section 3.2(A)(3)(B) below.</p> <p>The amount payable to this category would be Nil. Accordingly, the Resolution Applicant proposes to make Nil payments to this category. The admitted debt of this category shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 3 (Acquisition as a Going Concern) of this Resolution Plan. This will be in full and final settlement.</p>
Financial Creditors (Secured)	<p>The Secured Financial Creditors will be paid as per Section 3.3 of the Code and Regulation 30(1)(b) of the CRP Regulations and in accordance to the balance portion of the admitted debt and the amount paid as per Regulation 30(1)(b) of the CRP Regulations shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 3 (Acquisition as a Going Concern) of this Resolution Plan. This will be in full and final settlement.</p>
Operational Creditors (Employees and Workmen)	<p>The Employees and Workmen will be paid an amount of Rs. 1.21,80,000/- (Rupees One crore Fifty One Lakhs Eighty Nine Thousand and Ninety Four) towards full payment of the Admitted Employees and Workmen Debt in full and final settlement towards all amounts due and payable to them in the currency specified under the Code. All Employees and Workmen shall be deemed to have relinquished any claim for any other dues and shall be deemed to have waived its full.</p> <p>The detailed terms and conditions of the financial proposal pertaining to the Employees and Workmen is set forth in Section 3.2(A)(4) below.</p>
Operational Creditors (Government and Statutory Authorities)	<p>In the Resolution Applicant's assessment, the Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amounts payable to the Government and Statutory Authorities in compliance with Section 30(2)(b) of the Code, would be Nil. Accordingly, the Resolution Applicant proposes to make Nil payment to the Government and Statutory Authorities in priority to any payment to any Financial Creditor, towards full and final satisfaction and discharge of the Admitted Government and Statutory Authorities Debt. The Admitted Government and Statutory Authorities Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 3 (Acquisition as a Going Concern) of this Resolution Plan. This will be in full and final settlement.</p>

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Notice, whether or not a claim has been filed in relation to shares, whether admitted or not, under various provisions of relevant, amended or unamended, issued or unissued, and in connection with equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 3 (Acquisition as a Going Concern) of this Resolution Plan. This will be in full and final settlement.

3.2. Salient Terms and Conditions of the Financial Proposal

A. Proposed for Resolution of Creditors

The Claims and debts of the Creditors will be resolved/settled in the manner specified in this Section. The treatment of each of the stakeholders mentioned below is set out in more detail and is subject to the provisions stated in Section 4 (Treatment of Stakeholders).

B. Homebuyers

As per the List of Creditors, the Financial Creditors in Class C of the Homebuyers of the Project as listed in the List of Creditors ("Homebuyers") being more than 10 (Ten) in number constitute a "class of creditors" within the meaning of Regulation 22(a) of the CRP Regulations, and are represented by their Authorized Representative Mr. Rajesh Sureshchandra Sheth appointed by the NCLT. Further, the Homebuyers are categorized into two separate classes which are set forth hereunder. The Resolution Applicant proposes to settle the Claims and debts of Homebuyers in the following manner:

(i) Loan Homebuyers

The Resolution Applicant proposes to settle the Claims and debts of the Homebuyers who have availed a refund from the Corporate Debtor in the following manner:

- All the Loan Homebuyers will have to pay the balance consideration mentioned in their respective agreements. The details of the amount payable have been set out in Annexure "B-1" to this Plan.
- The date on which the Loan Homebuyers will have to pay the balance consideration mentioned in Section 3.2(A)(1)(b) above, shall be determined by the Resolution Applicant in consultation with the NCLT.
- The Resolution Applicant will provide a security over the Loan Homebuyers' refund in the form of a bank guarantee or any other security as may be required by the NCLT.

(ii) Earnable Homebuyers

Any of the Loan Homebuyers who have sought a refund earlier from the Corporate Debtor and/or have availed a refund from the Corporate Debtor, shall be deemed to be "Earnable Homebuyers". Those who do not elect to opt for a refund or do not opt for a refund on or prior to the Effective Date, shall be deemed to continue in the Project as Loan Homebuyers and will be given possession of their Units on the same terms and conditions as mentioned in Section 3.2(A)(1)(b) above. In full and final settlement of their Claims and debts, the Earnable Homebuyers will be given a refund of the principal amount of the refund advanced by them and will be given a refund of the principal amount of the refund advanced by them, notwithstanding any order to the contrary.

(iii) Refund Homebuyers

The refund shall be payable from the proceeds reserved from sale of the Units that had been allotted to such Earnable Homebuyers. The refund shall be paid to the Earnable Homebuyer or its lender (as the case may be) within 30 days of each payment received from the new buyer in proportion to the principal amount that the Earnable Homebuyer had paid to the Corporate Debtor. For instance, if an Earnable Homebuyer had paid 80% of the agreed value to the Corporate Debtor, then for every amount and when collected from the new buyer, 80% of proceeds shall go to the Earnable Homebuyer or its lender (as the case may be). In any event, all of the pending principal amount of any of the Earnable Homebuyers will be paid by 30 June 2023.

There will be no restriction on the sale of the Units that had been allotted to such Earnable Homebuyers who elect for a refund, and no other payments including any interest or penalty or compensation or damages or towards reimbursement of stamp duty, taxes, or other expenses will be paid to such Earnable Homebuyers. The Earnable Homebuyers who have taken a loan from their lender and have availed a security over the Unit will be required to provide a written no objection certificate from their lender within 90 days of the Effective Date to enable the Resolution Applicant to make the refund sale. In the event the same is not provided by the Refund Homebuyer, then the above objective of Refund shall be deemed to be unachieved and the Earnable Homebuyer shall be deemed to be a Loan Homebuyer and will be given possession of their Units on the same terms and conditions as mentioned in Section 3.2(A)(1)(b) above, in full and final settlement of their Claims and debts. The implementation of this clause will be done after the Effective Date.

It is clarified that notwithstanding what is stated above, the Homebuyers shall constitute a single class of Financial Creditors.

3. Financial Creditors other than Homebuyers

No interest or penalty or compensation or damages or towards reimbursement of stamp duty, taxes, or other expenses will be paid to such Homebuyers, whether present or any subsequent date.

No interest or penalty or compensation or damages will be paid to the lenders of the Homebuyers under any subordinated scheme, wherever or any other scheme ("Loan Homebuyers") by undertaking the construction and development of the Project and providing the Units specified in their respective agreements for sale, as per the location and configurations mentioned herein subject to the following conditions notwithstanding anything to the contrary contained in their respective agreements or any other document and notwithstanding any liability, present, past, contingent or proceeding or any other claim (including interest) in full and final settlement of their Claims and debts, and no amounts including any interest shall be paid to such Loan Homebuyers for any reason whatsoever.



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Operational Creditors (Other than Employees and Workmen) and Government and Statutory Authorities)	<p>In the Resolution Applicant's assessment, the Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amounts payable to the other Operational Creditors (whose claims have been admitted by the Resolution Applicant) towards the Admitted Other Operational Creditors Debt, in compliance with Section 30(2)(b) of the Code, would be Nil. Accordingly, the Resolution Applicant proposes to make Nil payment to the Other Operational Creditors in compliance with Section 30(2)(b) of the Code, in priority to any payment to any Financial Creditor, towards full and final satisfaction and discharge of Admitted Other Operational Creditors Debt.</p> <p>For the same reasons as mentioned above, the Admitted Other Operational Creditors Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 3 (Acquisition as a Going Concern) of this Resolution Plan.</p> <p>Without prejudice to anything contained above, any other liability of the Other Operational Creditors (whose claims have been admitted by the Resolution Applicant) towards the Admitted Other Operational Creditors Debt, in compliance with Section 30(2)(b) of the Code, would be Nil. Accordingly, the Resolution Applicant proposes to make Nil payment to the Other Operational Creditors in compliance with Section 30(2)(b) of the Code, in priority to any payment to any Financial Creditor, towards full and final satisfaction and discharge of Admitted Other Operational Creditors Debt.</p> <p>For the same reasons as mentioned above, the Admitted Other Operational Creditors Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 3 (Acquisition as a Going Concern) of this Resolution Plan.</p> <p>Without prejudice to anything contained above, any other liability of the Other Operational Creditors (whose claims have been admitted by the Resolution Applicant) towards the Admitted Other Operational Creditors Debt, in compliance with Section 30(2)(b) of the Code, would be Nil. Accordingly, the Resolution Applicant proposes to make Nil payment to the Other Operational Creditors in compliance with Section 30(2)(b) of the Code, in priority to any payment to any Financial Creditor, towards full and final satisfaction and discharge of Admitted Other Operational Creditors Debt.</p>
Other Creditors	<p>In the Resolution Applicant's assessment, the Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amounts payable to the Other Creditors (whose claims have been admitted by the Resolution Applicant) towards the Admitted Other Creditors Debt, in compliance with Section 30(2)(b) of the Code, would be Nil. Accordingly, the Resolution Applicant proposes to make Nil payment to the Other Creditors in compliance with Section 30(2)(b) of the Code, in priority to any payment to any Financial Creditor, towards full and final satisfaction and discharge of Admitted Other Creditors Debt.</p> <p>For the same reasons as mentioned above, the Admitted Other Creditors Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 3 (Acquisition as a Going Concern) of this Resolution Plan.</p> <p>Without prejudice to anything contained above, any other liability of the Other Creditors (whose claims have been admitted by the Resolution Applicant) towards the Admitted Other Creditors Debt, in compliance with Section 30(2)(b) of the Code, would be Nil. Accordingly, the Resolution Applicant proposes to make Nil payment to the Other Creditors in compliance with Section 30(2)(b) of the Code, in priority to any payment to any Financial Creditor, towards full and final satisfaction and discharge of Admitted Other Creditors Debt.</p>

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No interest or penalty or compensation or damages or towards reimbursement of stamp duty, taxes, or other expenses will be paid to such Homebuyers, whether present or any subsequent date.

No interest or penalty or compensation or damages will be paid to the lenders of the Homebuyers under any subordinated scheme, wherever or any other scheme ("Loan Homebuyers") by undertaking the construction and development of the Project and providing the Units specified in their respective agreements for sale, as per the location and configurations mentioned herein subject to the following conditions notwithstanding anything to the contrary contained in their respective agreements or any other document and notwithstanding any liability, present, past, contingent or proceeding or any other claim (including interest) in full and final settlement of their Claims and debts, and no amounts including any interest shall be paid to such Loan Homebuyers for any reason whatsoever.

(iii) Earnable Homebuyers

Any of the Loan Homebuyers who have sought a refund earlier from the Corporate Debtor and/or have availed a refund from the Corporate Debtor, shall be deemed to be "Earnable Homebuyers". Those who do not elect to opt for a refund or do not opt for a refund on or prior to the Effective Date, shall be deemed to continue in the Project as Loan Homebuyers and will be given possession of their Units on the same terms and conditions as mentioned in Section 3.2(A)(1)(b) above. In full and final settlement of their Claims and debts, the Earnable Homebuyers will be given a refund of the principal amount of the refund advanced by them and will be given a refund of the principal amount of the refund advanced by them, notwithstanding any order to the contrary.

The refund shall be payable from the proceeds reserved from sale of the Units that had been allotted to such Earnable Homebuyers. The refund shall be paid to the Earnable Homebuyer or its lender (as the case may be) within 30 days of each payment received from the new buyer in proportion to the principal amount that the Earnable Homebuyer had paid to the Corporate Debtor. For instance, if an Earnable Homebuyer had paid 80% of the agreed value to the Corporate Debtor, then for every amount and when collected from the new buyer, 80% of proceeds shall go to the Earnable Homebuyer or its lender (as the case may be). In any event, all of the pending principal amount of any of the Earnable Homebuyers will be paid by 30 June 2023.

There will be no restriction on the sale of the Units that had been allotted to such Earnable Homebuyers who elect for a refund, and no other payments including any interest or penalty or compensation or damages or towards reimbursement of stamp duty, taxes, or other expenses will be paid to such Earnable Homebuyers. The Earnable Homebuyers who have taken a loan from their lender and have availed a security over the Unit will be required to provide a written no objection certificate from their lender within 90 days of the Effective Date to enable the Resolution Applicant to make the refund sale. In the event the same is not provided by the Refund Homebuyer, then the above objective of Refund shall be deemed to be unachieved and the Earnable Homebuyer shall be deemed to be a Loan Homebuyer and will be given possession of their Units on the same terms and conditions as mentioned in Section 3.2(A)(1)(b) above, in full and final settlement of their Claims and debts. The implementation of this clause will be done after the Effective Date.

It is clarified that notwithstanding what is stated above, the Homebuyers shall constitute a single class of Financial Creditors.

3. Financial Creditors other than Homebuyers

No interest or penalty or compensation or damages or towards reimbursement of stamp duty, taxes, or other expenses will be paid to such Homebuyers, whether present or any subsequent date.

No interest or penalty or compensation or damages will be paid to the lenders of the Homebuyers under any subordinated scheme, wherever or any other scheme ("Loan Homebuyers") by undertaking the construction and development of the Project and providing the Units specified in their respective agreements for sale, as per the location and configurations mentioned herein subject to the following conditions notwithstanding anything to the contrary contained in their respective agreements or any other document and notwithstanding any liability, present, past, contingent or proceeding or any other claim (including interest) in full and final settlement of their Claims and debts, and no amounts including any interest shall be paid to such Loan Homebuyers for any reason whatsoever.



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21 As per the List of Creditors, the Financial Creditors that have voted in favor of the Resolution Plan and formed part of the CMC are categorized into two categories, i.e. Secured Financial Creditors ("Secured Financial Creditors") and unsecured Financial Creditors ("Unsecured Financial Creditors"). The following payments will be made to the Secured Financial Creditors and the Unsecured Financial Creditors on the Effective Date.

A. Secured Financial Creditors

Subject to Section 1 below and as elaborated in the table below, the Resolution Applicant will make payment of (i) 70% of the admitted claim of each Secured Financial Creditor (which has priority over the unsecured property forming part of the Project) subject to a cap of IN 10,00,00,000 (Rupees ten crore), and (ii) 80% of the admitted claim of the other Secured Financial Creditors (which do not have priority over the Unsecured Financial Creditors), as consideration for acquisition / repayment of the Admitted Secured Financial Creditors (here together with the Project Security) in relation thereto from the Secured Financial Creditors, in full and the settlement of amounts due and payable to them, whether claimed or otherwise, admitted or not, due or contingent, asserted or unasserted, or withheld or uncrystallized, known or unknown, disputed or undisputed, in relation to the period till the Effective Date. The details of the payment to be paid to each Secured Financial Creditor have been set out herebelow.

Secured Financial Creditor	Claim Due (INR)	Claim admitted (INR)	Amount Proposed (INR)
Secured Financial Creditors who have charge over limited title assets of Project			
Housing Development Finance Corporation Limited	9,04,82,11,661	8,27,80,64,140	10,00,00,000
ICICI Prudential Venture Capital Fund Real Estate Scheme I	1,37,25,19,600	1,42,23,19,600	10,00,00,000
Deccan Trusteehip Limited (NCF203501872)	74,11,36,946	76,01,39,984	2,51,16,819
Deccan Trusteehip Limited (NCF203501872)	9,19,34,247	9,90,34,747	63,29,212
Deccan Trusteehip Limited (NCF203501860)	21,50,51,295	14,40,54,795	1,01,26,740
Deccan Trusteehip Limited (NCF203501862)	96,91,56,439	96,91,56,449	4,81,81,655
Total	17,82,13,54,977	12,24,81,40,988	28,98,16,456
Secured Financial Creditors who do not have charge over immovable assets of Project			
Yes Bank Limited	39,46,38,211	55,46,38,211	50,00,000
ICICI Bank Limited	79,16,484	79,26,087	85,807
Total	48,62,84,695	134,72,46,298	135,85,807
Total	22,70,64,272	15,59,53,876	42,34,26,263

Financial Creditors, neither the Corporate Debtor nor the Resolution Entity nor the Resolution Applicant shall have any liability to make any payments to any Secured Financial Creditor and Unsecured Financial Creditor, respectively, and all liabilities of the Corporate Debtor towards the Resolution Applicant towards the Secured Financial Creditors and Unsecured Financial Creditors shall be settled fully and (finally) on and from the Effective Date.

24 Post the acquisition of the Admitted Secured Financial Creditor Debt and the Admitted Unsecured Financial Creditor Debt by the Resolution Applicant, such debt will be restructured at such time and on such terms as the Resolution Applicant and the Resolution Entity may deem fit, including by way of conversion of all or part of the Admitted Secured Financial Creditor Debt and/or the Admitted Unsecured Financial Creditor Debt into equity shares of the Resolution Entity, having regard to all Tax and other considerations.

25 The Corporate Benefits in relation to the Admitted Secured Financial Creditor Debt and the Admitted Unsecured Financial Creditor Debt will be retained by the respective Secured Financial Creditor. Any subordination or other right (that the present guarantors or corporate guarantors or any other person providing any facility may have against the Corporate Debtor/Resolution Entity under the instrument/guarantee of the Resolution Applicant or its Affiliates/Interests shall stand automatically waived and extinguished in full.

26 The following Unsecured Financial Creditors who are related parties will be paid 100% and the admitted debt of the following amount shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of this Resolution Plan.

Unsecured Financial Creditor	Claim Due (INR)	Claim admitted (INR)
Secured Financial Creditors		
Secured Financial Creditors	1,39,65,29,188	1,39,65,29,188
Unsecured Financial Creditors		
Unsecured Financial Creditors	75,00,00,000	75,00,00,000
Total	21,34,95,29,188	2,14,65,29,188

B. Discretionary Financial Creditors

The Discretionary Financial Creditors (who are not related parties) will be paid as per Section 30 of the Code and regulation 18(1)(b) of the CIRP Regulations and difference between the below portion of the admitted debt and the amount paid as per Regulation 30(1)(b) of the CIRP Regulations shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of this Resolution Plan. This will be in full and final settlement. Without prejudice to anything contained above, any other debt of the Discretionary Financial Creditors/related parties appearing in the books of account of the Corporate Debtor, whether or not a claim has been filed in relation thereto, whether admitted or not, under verification, contingent or otherwise, asserted or unasserted, reserved or unreserved shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of this Resolution Plan. This will be in full and final settlement.

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C. Unsecured Financial Creditors

Subject to Section 2 below and as elaborated in the table below, the Resolution Applicant will make payment of 0.1% of the admitted claim of each Unsecured Financial Creditor (which is not a related party) ("Unsecured Financial Creditor Payment"), as consideration for acquisition / repayment of the Admitted Unsecured Financial Creditor Debt from the Unsecured Financial Creditors, in full and final settlement of amounts due and payable to them, whether claimed or otherwise, admitted or not, due or contingent, asserted or unasserted, or withheld or uncrystallized, known or unknown, disputed or undisputed, in relation to the period till the Effective Date. The details of the payment to be paid to each Unsecured Financial Creditor have been set out herebelow.

Unsecured Financial Creditor	Claim Due (INR)	Claim admitted (INR)	Amount Proposed (INR)
Deccan Housing Finance Limited	6,53,70,91,237	4,29,90,88,110	42,99,633
Deccan Trusteehip Limited (NCF203501871)	24,91,09,589	24,81,09,539	2,84,110
Indiabulls Business Parks Limited	12,59,99,000	12,59,99,000	1,25,000
Total	9,87,30,501,266	4,77,37,407,649	47,12,743

22 Subject to Section 2 below, within 30 days from the NCLT Approval Date, the Resolution Applicant on each other entity identified by the Resolution Applicant shall acquire, in a firm and irrevocable manner, to the Resolution Applicant (i) the entire Admitted Secured Financial Creditor Debt together with the Project Security in relation thereto from the Secured Financial Creditors in consideration of payment of the Secured Financial Creditor Payments in accordance with Section 5 (A) of this Resolution Plan, on the same terms and conditions as that of the Admitted Secured Financial Creditor Debt, and (ii) the entire Admitted Unsecured Financial Creditor Debt from the Unsecured Financial Creditors in consideration of payment of the Unsecured Financial Creditor Payments in accordance with Section 5 (B) (A) of this Resolution Plan, on the same terms and conditions as that of the Admitted Unsecured Financial Creditor Debt. The Resolution Applicant shall acquire the entire Admitted Secured Financial Creditor Debt together with the Project Security pertaining thereto and the Admitted Unsecured Financial Creditor Debt, under this Resolution Plan, without the necessity of executing any separate deeds, documents and writing for effecting the same. In the event the Resolution Applicant is cautious of entering into contractual instruments in any such deeds, documents and writings for the aforesaid acquisition, and any Secured Financial Creditor and/or Unsecured Financial Creditors fail to execute such documents, then the Admitted Secured Financial Creditor Debt and/or Admitted Unsecured Financial Creditor Debt pertaining to such Secured Financial Creditor and/or Unsecured Financial Creditor, shall be given the same treatment as Discretionary Financial Creditors as set out in Section 2 below.

23 Upon payment of the Secured Financial Creditor Payment and Unsecured

D. Operational Creditors

According to the List of Creditors of the Corporate Debtor as provided in the Virtual Data Room, the Operational Creditors of the Corporate Debtor include (i) Other Operational Creditors.

(a) **Employees and Workmen**
The Employees and Workmen will be paid an amount of INR 51,00,00,000 (Rupees five crore Fifty One Lakhs Only) Nine thousand and Ninety four thousand (Employees and Workmen Payment) on the Effective Date towards full payment of the Admitted Employees and Workmen Debt, and in full and final settlement towards all amounts due and payable to them (whether admitted or not, under verification, contingent or otherwise) in the priority prescribed under the Code. All Employees and Workmen shall be deemed to have relinquished any claim for any other dues. The appointment of the Employees and Workmen Payment to the Employees and Workmen will be as per the claims advised.

(b) **Government and Statutory Authorities**
In the Resolution Applicant's assessment, the Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amount payable to the Government and Statutory Authorities, in compliance with Section 30(1)(b) of the Code, would be nil. Accordingly, the Resolution Applicant proposes to make nil payment to Government and Statutory Authorities in priority to nil payment to Unsecured Creditors, towards full and final satisfaction and discharge of Admitted Government and Statutory Authorities Debt. The Admitted Government and Statutory Authorities Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of this Resolution Plan. This will be in full and final settlement.

(c) **Other Operational Creditors**
In the Resolution Applicant's assessment, the Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amount payable to the Operational Creditors (other than Employees and Workmen and Government and Statutory Authorities) ("Other Operational Creditors") (whose claims have been admitted by the Resolution Applicant) towards the Admitted Other Operational Creditors Debt, in compliance with Section 30(1)(b) of the Code, would be nil. Accordingly, the Resolution Applicant proposes to make nil payment to Other Operational Creditors in compliance with Section 30(1)(b) of the Code ("Other Operational Creditors Payment") in priority to any payment to any Unsecured Creditors, towards full and final satisfaction and discharge of Admitted Other Operational Creditors Debt. For the same reasons as mentioned above, the Admitted Other Operational Creditors Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of this Resolution Plan.

Without prejudice to anything contained above, any other debt of the Other Operational Creditors/related parties appearing in the books of account of the Corporate Debtor, whether or not a claim has been filed in relation thereto, whether admitted or not, under verification, contingent or otherwise, reserved or unreserved, asserted or unasserted, shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of this Resolution Plan.

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Capital Reduction as specified in Section 3(A)Aggravate as a Going Concern of the Resolution Plan (This will be in full and final settlement)

1. **Other Creditors**
In the Resolution Applicant's assessment, the Liquidation Value is insufficient to cover fully the claims of the Secured Financial Creditors in full and therefore, the amounts payable to the Other Creditors (whose claims have been admitted by the Resolution Professional) towards the Admitted Other Creditors Debt, in compliance with Section 52(2)(b) of the Code, would be NIL. Accordingly, the Resolution Applicant proposes to make NIL payment to Other Creditors in compliance with Section 52(2)(b) of the Code ("Other Creditors Payments") in priority to any payments to any Financial Creditors, towards full and final satisfaction and discharge of Admitted Other Creditors Debt.

For the avoidance of doubt, the Admitted Other Creditors Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan.

Without prejudice to anything contained above, any other debt of the Other Creditors/creditors appearing in the books of account of the Corporate Debtor, whether or not a claim has been filed in relation thereto, whether admitted or not, under verification, contingent or otherwise, asserted or unasserted, actual or assumed shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan. This will be in full and final settlement.

6. For the avoidance of doubt, under this Resolution Plan, the Resolution Applicant shall not and shall not be required to make any payments in relation to any debt that has not been admitted by the Resolution Professional pursuant to the Code.

admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, shall be deemed to be permanently extinguished. The Resolved Entity or the Resolution Applicant shall at no point of time, directly or indirectly, have any obligation, liability or duty to satisfy the same. Accordingly, no Homemaker shall bring, institute or raise any claims, suits, demands, litigation, arbitration or other judicial, regulatory or administrative proceedings against the Resolved Entity or Resolution Applicant for recovery of, or in relation to, debt or other amount of any nature whatsoever and the litigation where such claims have been made shall abate so far as the Corporate Debtor/Resolved Entity is concerned.

63) As the Corporate Debtor is a promoter under BERA as far as all Homemakers are concerned, including those who have purchased units forming part of the DIB held Promises, the purchasers of units forming part of the DIB held Promises will not have and cannot make any claims against the Corporate Debtor or the Resolved Entity or the Resolution Applicant for any relief or any interest or penalty or refund and any such claims shall stand permanently extinguished and the litigation where such claims have been made shall abate so far as the Corporate Debtor/Resolved Entity is concerned.

64) Other than as stated herein, neither the Corporate Debtor, the Resolution Applicant nor the Resolved Entity will be liable to the Homemakers or any person claiming by, from, through or under them or any of their leaders under any circumstances or for any reason whatsoever.

B. Treatment of Financial Creditors other than Homemakers

1. The Resolution Applicant proposes to settle all Claims and debts of the Secured Financial Creditors in the manner specified in Section 3.2(A)(2) above.

2. The Resolution Applicant proposes to settle all Claims and debts of the Unsecured Financial Creditors in the manner specified in Section 3.2(A)(3) above.

3. It is clarified that the Unsecured Financial Creditors (who are not related parties) will be paid as per Section 52 of the Code and Regulation 17(1)(b) of the CIRP Regulations, and their Claims and debts will be settled in the manner specified in Section 3.2(A)(3) above.

4. In addition to and without prejudice to what is mentioned elsewhere in this Resolution Plan:

14) Any and all rights and entitlements of the Unsecured Financial Creditors of the Corporate Debtor, whether admitted or not, under applicable law or equity, which are admitted or asserted or assumed or otherwise, contingent or otherwise, actual or assumed shall stand permanently extinguished and the litigation where such claims have been made shall abate so far as the Corporate Debtor/Resolved Entity is concerned.



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SECTION 4: TREATMENT OF STAKEHOLDERS

See set below for the detailed terms of our proposal for the treatment of the interests of all stakeholders. For the avoidance of doubt, it is clarified that, under this Resolution Plan, the Resolution Applicant shall not and shall not be required to make any payments in relation to any Claims or debts that has not been admitted by the Resolution Professional pursuant to the Code and which admitted Claims and debts will be dealt with only in the manner provided in this Resolution Plan.

4.1 **Payment of CIRP Costs**
The Resolved Entity proposes to make payment of the CIRP Costs (including Interim Finance and all interest and other amounts payable in respect thereof) in priority over payments towards or settlement of the Claims and debts of the Creditors as specified in this Resolution Plan.

4.2 **Treatment of Financial Creditors**
According to the List of Creditors of the Corporate Debtor as provided in the Virtual Data Room, the Financial Creditors of the Corporate Debtor comprise (i) the Financial Creditors in Class - Loan Homemakers, (ii) the Financial Creditors in Class - Financial Homemakers, (iii) Financial Creditors - Secured, and (iv) Financial Creditors - Unsecured and they will be settled/ paid as stated in Section 3 above.

A. **Treatment of Homemakers**
1. The Resolution Applicant proposes to settle all Claims and debts of the Loan Homemakers in the manner specified in Section 3.2(A)(1)(a) above.
2. The Resolution Applicant proposes to settle all Claims and debts of the Financial Homemakers in the manner specified in Section 3.2(A)(1)(b) above.
3. In addition to and without prejudice to what is mentioned elsewhere in this Resolution Plan:

(a) All accrued or unpaid interest, including penal interest, fees, commission, charges etc. in relation to the Claims and debts of the Homemakers, whichever arising will, by virtue of the order of the NCLT approving this Resolution Plan, be deemed to be permanently extinguished and will not be payable or claimed.

(b) Any and all other rights and entitlements of any Homemaker (including any person who may claim to be such a creditor by way of exercise of rights under Applicable Law) or equity holder

initiate or issue any notices, suits, claims, disputes, litigation, arbitrations or other judicial, regulatory or administrative proceedings against the Resolved Entity or Resolution Applicant for recovery of their Claims and debts or otherwise whatsoever.

(b) All liabilities of the Corporate Debtor in relation to any letters of credit, letters of comfort, post-dated cheques, letters of aversness, letters of undertaking, guarantees, counter guarantees, corporate guarantees, bank guarantees, performance guarantees for any other persons, indemnity undertaking, or similar obligation in respect of any debt or other obligations of the Corporate Debtor, whether any claims in respect thereof have been admitted in the CIRP or not, along with any other contingent or future claims, liabilities and commitments of any nature whatsoever claimed by, or on behalf of, or in the interest of, the Corporate Debtor, or asserted or undertaken by the Corporate Debtor (in the case may be), will be deemed to be, permanently extinguished, by virtue of the NCLT Approval of this Resolution Plan and all liabilities of the Corporate Debtor in relation thereto will be written-off in full. The Resolved Entity or the Resolution Applicant shall at no point of time be, directly or indirectly, hold responsible or liable in relation thereto. No rights of subrogation, indemnity or set-off against the Corporate Debtor or the Resolved Entity or the Resolution Applicant will survive and all related financial liabilities of the Corporate Debtor, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, in relation to any period till the effective date or arising on account of the transactions contemplated in this Resolution Plan including the Acquisition of control by the Resolution Applicant or the Corporate Debtor pursuant to this Resolution Plan) or in respect of any guarantee or other third party security of any nature, in respect of which such third parties ("Third Party Security Provider") may have rights against the Corporate Debtor, which rights have been provided or issued by any Person in support of, for the benefit of, or at the behest of the Corporate Debtor or for any other reason whatsoever ("Credit Enhancement"), shall stand cancelled and terminated without any liabilities accruing to the Resolved Entity or the Resolution Applicant, and will be treated as extinguished. It is clarified that the above third party security from the Resolution Applicant as stated in Section 3.2(A)(1) above will not be affected/ extinguished except as agreed to between the Resolution Applicant and the Resolved Entity.

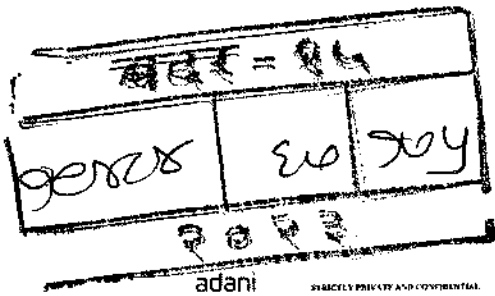
4.3 Treatment of Operational Creditors

According to the List of Creditors of the Corporate Debtor as provided in the Virtual Data Room, the Operational Creditors of the Corporate Debtor include (i) Employees and Workers, (ii) Government and Statutory Authorities, and (iii) other Unsecured Creditors. Accordingly, the terms of this Resolution Plan applicable to Unsecured Creditors shall be binding on the Governmental and Statutory Authorities as well.

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A. **Employment Workforce**

1. The Resolution Applicant proposes to settle all Claims and debts of the Employees and Workmen in the manner specified in Section 3.2(A)(3)(a) above.
2. The Employees and Workmen will cooperate with and assist the Resolution Applicant and the Resolved Entity and will share all data and documents available with them.
3. In terms of Section 22 of the Maharashtra Rent Control Act, 1960 (the tenancy cases to be in force of the landlord-tenant by retirement, resignation, termination of services, death or for any other reason, the lease or any other person residing with him or claiming under him is required to vacate the premises occupied. Accordingly, on the NCLT Approval Date, and termination of services/resignation in terms of the Resolution Plan, the Employees, Workmen or any Person residing with or claiming through them (as applicable) shall be required to vacate the premises occupied by them on any premises owned by the Corporate Debtor without any further delay or demurrer and all the rights, title and interest of the Corporate Debtor in such properties shall continue to and be and deemed to be vested with the Resolved Entity, free and clear of all encumbrances upon occurrence of the NCLT Approval Date. The Resolution Applicant and the Resolved Entity shall take such steps as to be required under the Applicable Laws to ensure the secure possession of the properties of the Corporate Debtor from any present or former Employees or Workmen of the Corporate Debtor or any Person claiming through them.
4. There shall be, with effect from the Effective Date, discontinuation of services/termination of all Workmen/Employees in terms of Section 25F of the Industrial Disputes Act, 1947. The liability of the Corporate Debtor or Resolved Entity or Resolution Applicant to make payment of retrenchment compensation, if any, to the Employees and Workmen regulated under the Industrial Disputes Act, 1947 shall be limited to the Employees and Workmen who consent and no further claim shall be agreed with the Resolution Applicant or the Corporate Debtor or the Resolved Entity.

B. **Government and Statutory Authorities**

1. The Resolution Applicant proposes to settle all Claims and debts of the Government and Statutory Authorities in the manner specified in Section 3.2(A)(3)(b) above.
2. All inquiries, investigations, litigation, arbitration or other judicial, regulatory or administrative proceedings against the Corporate Debtor or the affairs of the Corporate Debtor, pending or threatened present or future, (including without limitation, any investigation by the Central Board of Direct Taxes, the Enforcement Directorate, or the Serious Fraud Investigation Office or any other agencies set out in Annexure 'P' hereto), arising out of any act or omission in breach of applicable laws or in violation of any provision prior to the Effective Date shall stand extinguished or satisfied by the Resolved Entity (including any person claiming through or under the Resolved Entity) on the date of the Resolved Entity's assumption of control of the Corporate Debtor and accordingly, all such inquiries, investigations, litigation, arbitration, etc. shall be so disposed of.



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such entity) as a result of the action taken by the Corporate Debtor prior to the Effective Date. It may also be clarified that any Tax liabilities pertaining to any period or action prior to the Effective Date, whether assessed or unassessed, by the relevant Government and Statutory Authorities shall be deemed to have been extinguished and waived off on the NCLT Approval Date.

C. **Other Operational Creditors**

The Resolution Applicant proposes to settle all Claims and debts of the Other Operational Creditors in the manner specified in Section 3.2(A)(3)(c) above.

1. In addition to and without prejudice to what is mentioned elsewhere in this Resolution Plan, any and all rights and entitlements of any actual or potential Operational Creditors of the Corporate Debtor (including any person who may claim to be such a creditor by way of exercise of rights under Applicable Laws or equity, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, crystallized or uncrystallized, liquid or unliquid, disputed or undisputed, in relation to any period till the Effective Date, shall be deemed to be permanently extinguished on the Effective Date. The Resolved Entity or the Resolution Applicant shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto. Accordingly, no Operational Creditor shall bring, initiate or issue any notices, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings against the Resolved Entity or Resolution Applicant for recovery of their Claims or debts or reduction however.

4.4 **Treatment of Other Creditors**

According to the List of Creditors of the Corporate Debtor as provided in the Verbal Data Room, the Creditors of the Corporate Debtor shall include Other Creditors.

1. The Resolution Applicant proposes to settle all Claims and debts of the Other Creditors in the manner specified in Section 3.2(A)(3) above.

In addition to and without prejudice to what is mentioned elsewhere in this Resolution Plan, any and all rights and entitlements of any actual or potential Other Creditors of the Corporate Debtor (including any person who may claim to be such a creditor by way of exercise of rights under Applicable Laws or equity, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, disputed or undisputed, in relation to any period till the Effective Date, shall be deemed to be permanently extinguished on the Effective Date. The Resolved Entity or the Resolution Applicant shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto. Accordingly, no Operational Creditor shall bring, initiate or issue any notices, suits, claims, disputes, litigation, arbitration or other judicial, regulatory or administrative proceedings against the Resolved Entity or Resolution Applicant for recovery of, or in relation to their Claims or debts or otherwise however.

4.5 **Treatment of Existing Preference Shareholders**

1. It is clarified that the Existing Preference Shareholders of the Corporate Debtor, if any, shall in no event be treated as Financial Creditors of the Corporate Debtor whether or not (a) any Claims may have been made by them in (or against, to) such Claims may have been accepted or rejected by the Resolution Professional in this regard, and any reference to

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Financial Creditors in this Resolution Plan shall expressly exclude (to the necessary implications) the Existing Preference Shareholders.

1. Further, the Existing Preference Shareholders, if any, will be subject to Capital Reduction as specified in Section 3.2(A)(3)(d) of this Resolution Plan.

4.6 **Treatment of Security Interest and pending Litigation**

1. In addition to and without prejudice to what is stated in Section 3 above, under this Resolution Plan:

1. The benefits arising out of the personal guarantees, corporate guarantees and all other security interest relating to or affecting the Project Security issued by third parties (other than pledge of shares of the Corporate Debtor) and other contractual benefits, if any, issued by any third Person ("Guarantee Beneficiary") will be retained by the concerned Creditors. Any subordinate or other rights out of the personal guarantees or corporate guarantors or any other person providing any security may have against the Corporate Debtor/Resolved Entity and/or the Resolution Applicant of the Resolution Applicant of its Affiliate/Non-affiliate shall stand automatically waived and extinguished in full.
2. All securities (whether in the nature of Encumbrances, mortgages, charges, liens or otherwise) in relation to or over the Project or any part thereof or any rights of the Corporate Debtor in the Project under the most encompassed in the Project coming to the notice of the Corporate Debtor, at the time of the Project start of the date specified in the Project coming to the notice of the Corporate Debtor ("Project Security") shall automatically stand terminated, released, and accepted in favour of Resolution Applicant on the NCLT Approval Date along with the implementation of the Approved Financial Creditors Debt and the Admitted Unsecured Financial Creditor Debt without any further act, deed, matter or thing.
3. Any security (whether in the nature of Encumbrances, mortgages, charges, liens or otherwise) in relation to or over the shares of the Corporate Debtor, shall stand automatically absorbed, revoked, released, surrendered, withdrawn, demand and deemed null and void (as the case may be) and all financial obligations in relation to the absorbed security over the shares of the Corporate Debtor, shall be permanently extinguished on the NCLT Approval Date without any further act, deed, matter or thing.
4. Any Encumbrance or collateral (whether enforced, crystallized or proceeded with or not created and/or perfected) on debt provided by the Corporate Debtor or a third party (other than the Project Security) (collectively "Security"), that exists by operation of Applicable Law, or in connection with any debt of the Corporate Debtor, Operational Creditors, Other Creditors or any other debt or obligation of the Corporate Debtor, or in relation to a third party (including a Related Party) whose obligations were secured by the Corporate Debtor by creation of any Security of another person, at any time till the Effective Date, will continue with the respective Creditors in whose favour such Security was created.
5. Save and except as otherwise stated in this Resolution Plan, any

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claim in relation to the Project Security, whether set off before or not, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, liquid or unliquid, disputed or undisputed, present or future, whether or not set off as the Information Memorandum, the Verbal Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, till the Effective Date or arising on account of this Resolution Plan, shall be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and the Resolved Entity or the Resolution Applicant shall at no point of time be, directly or indirectly, hold responsible or liable in relation thereto.

1. All title deeds and other documents held by any Creditor or third party (as borrower or otherwise) in relation to the Project Security shall be immediately released in full and proper condition to the Resolved Entity.
2. Any execution or applications or other enforcement action already undertaken against the Corporate Debtor in respect of any Project Security at the Effective Date shall stand automatically revoked and cancelled and withdrawn and deemed null and void and all liabilities and obligations in relation to such Project Security shall be deemed to have been permanently extinguished by the NCLT order approving this Resolution Plan and the Resolved Entity or the Resolution Applicant shall at no point of time be, directly or indirectly, hold responsible or liable in relation thereto.

3. All proceedings against the Corporate Debtor or the affairs of the Corporate Debtor (including those filed by any Arbitrator or Creditor) or against the Project Security, in relation to any matter whatsoever, whether pending or threatened, present or future, (including without limitation, any proceedings by any Government or Statutory Authority) that has been initiated (including by the avoidance of death in such pending proceedings listed in Schedule VIII, Annexure 'E' of the Information Memorandum) or are threatened to be initiated against the Corporate Debtor (including those proceedings that relate to the Corporate Debtor or the Project Security) at any time till the Effective Date, shall stand automatically abated, released, exhausted, withdrawn, dismissed and deemed null and void (as the case may be) and shall be permanently extinguished on the NCLT Approval Date.

In the extent that any proceeding cannot be automatically abated, withdrawn, dismissed or in case of Applicable Law, it is clarified that neither the Resolved Entity nor the Resolution Applicant will be liable for any claims that may be adjudicated in such proceedings. It is clarified that the existing Financial or Preference Shareholders, Directors, officers, or persons in charge of the affairs and management of the Corporate Debtor (including any person who was an "officer in default", "prepaid employee", or "acceptor", other than the Resolution Professional, his Representatives and named persons in the History Data Room) shall continue to be responsible and liable for all the liabilities, claims, demands, obligations, remedies etc. arising out of any (i) proceedings, inquiries, investigations, claims, demands, notices, suits, litigation etc. (including those arising out of any order) issued by the NCLT pursuant to Sections 43, 45, 48, 50, 55, 64, 70, 71, 72, 73, 74 of the Code or any acts or omissions in breach of Applicable Law which occurred prior to the Effective Date, or (ii) that may arise out of any proceedings, inquiries, investigations, claims, demands

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cause, interest, claim, litigation or (including any orders that may be passed by the NCLT pursuant to Sections 41, 41A, 50, 54, 68, 70, 71, 72, 73, 74 of the Code) transfer, for the avoidance of doubt and without prejudice to the generality of the foregoing, it is expressly clarified that no liabilities, claims or obligations whatsoever arising out of or in relation to such proceedings shall arise in respect of the Resolved Entity or the Resolution Applicant who shall at no point of time, directly or indirectly, have any obligation, liability or duty in relation thereto. If any criminal proceedings initiated against the officers of the Corporate Debtor prior to the Effective Date cannot be disposed of by the NCLT under Applicable Law, the same shall continue against such officers. However, any liability accruing to the Resolved Entity or the Resolution Applicant as a result of such criminal proceedings against the officers of the Corporate Debtor shall be deemed to have been permanently extinguished by the NCLT order approving the Resolution Plan.

47 Treatment of Deposits and Other Cash Collateral

Except if covered under the treatment of Financial Creditors in the Resolution Plan, all moneys (fixed deposit with (if any) provided by the Corporate Debtor or any Escrowmentors of similar nature, or margin accounts, Escrowmentors or loans that exist by operation of Applicable Law, along with any similar contractual benefits provided by the Corporate Debtor prior to the Effective Date, shall be released immediately on the Effective Date and shall revert to the Resolved Entity without any obligation on the liability of the Resolved Entity or the Resolution Applicant. Further, any claim arising from any such deposit or collateral, whether or not admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, Virtual Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statement of the Corporate Debtor, till the Effective Date, will be written off in full and shall be, and be deemed to be, permanently extinguished by virtue of the order of the NCLT approving this Resolution Plan and the Resolved Entity or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto. All title deeds and other documents held by any Creditor or third party (as witness or otherwise) in relation to the same shall be immediately released in full and proper resolution to the Resolved Entity on the Effective Date.

48 Interests of all Other Stakeholders

A. In relation to any other actual or potential third parties (including Creditors or stakeholders) whose Claims have not been specifically covered in this Resolution Plan, no payments shall be due to them. Accordingly, no amount shall be payable to such remaining Creditors and stakeholders under this Resolution Plan.

B. Except as otherwise specified and without prejudice to any claims or counter-claims that may be made by the Corporate Debtor in the Resolved Entity or the Resolution Applicant against any person (including the erstwhile Promoters of the Corporate Debtor), any and all claims or demands in connection with or against the Corporate Debtor and all liabilities or obligations of the Corporate Debtor (including any contingent or any claims or demands or in connection with any third party claims or any investigation by any Government or Statutory Authority) by or in any other creditor or stakeholder (including any other actual or potential Creditor, if any or any counter party, including any Subsidiary, joint venture or associate) whether under Applicable Law, equity or contract, whether admitted or not, due or contingent, crystallized or uncrystallized,

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the Promoters, the Related Parties of the Promoter in any other Person shall be immediately vacated, released and transferred in full and proper resolution to the Resolved Entity.

41 Statement as to how the Resolution Applicant will deal with the interests of all Stakeholders

Section 7 (Financial Proposal) and Section 8 (Treatment of Stakeholders) of this Resolution Plan has dealt with the interests of all the stakeholders of the Corporate Debtor, including the Financial Creditors (whether secured or unsecured, secured or unsecured), Operational Creditors, Other Creditors and Employees and Workmen of the Corporate Debtor in accordance with Applicable Law.

42 Miscellaneous Claims

A. Notwithstanding anything contained in this Resolution Plan, it is clarified that in addition to any monetary payments required to be made in accordance with the Code, the Resolution Applicant will not be required to make any payments other than as specified in this Resolution Plan, for settlement of claims payable to any stakeholder, whether the claims of such stakeholder have been admitted or not by the Resolution Professional.

B. For the avoidance of doubt, once approved by the NCLT, this Resolution Plan is binding on the Corporate Debtor, members of the Corporate Debtor's Creditors, guarantors, guarantors of claim (including all the Joint Debt Holders), all the Society, other stakeholders involved in the Resolution Plan and all other persons on whom the Resolution Plan is or is deemed to be binding as per law.

C. For the avoidance of doubt, the Claims filed with the Resolution Professional which were 'reported', 'under verification' and/or 'contingent' shall be deemed to have been extinguished in full.

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known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, the Virtual Data Room, the balance sheets or the profit and loss account statements of the Corporate Debtor, and all interests, investigations or proceedings in relation to the foregoing, till the Effective Date, will be written off in full and shall be, and be deemed to be, permanently extinguished, and the investigations, disputes or claims, in relation to the foregoing shall be disposed of and the Corporate Debtor or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.

C. Except as otherwise specified, all claims, dues, liabilities, amounts, arrears, dividends or obligations owed or payable by, the Corporate Debtor, to the Promoter or any of their Subsidiaries, associates, joint ventures or affiliates, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, Virtual Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, till the Effective Date, will be deemed to be written off in full and shall be, and be deemed to be, permanently extinguished, and the Corporate Debtor or the Resolution Applicant shall at no point of time be, directly or indirectly, held responsible or liable in relation thereto.

49 Payments to Creditors submitting claim after approval of the Resolution Plan persons whose claims were not recognized by the Resolution Professional

Any unclaimed amounts which are not admitted or accepted shall stand extinguished and become Nil, by virtue of the order of the NCLT approving this Resolution Plan. For the avoidance of doubt, it is clarified that even if any such Claims or amounts are admitted as a stage after the admission of this Resolution Plan for any reason whatsoever, then the same shall be paid at the sole discretion of the Resolution Applicant and if the Resolution Applicant does not agree to make such payments, then such claims shall stand extinguished.

50 Benefits to Promoters and Related Parties of Promoters

A. Any claim arising from any other contractual arrangements, whether set out herein or not, whether admitted or not, due or contingent, asserted or unasserted, crystallized or uncrystallized, known or unknown, secured or unsecured, disputed or undisputed, whether or not set out in the Information Memorandum, the Virtual Data Room, the balance sheets of the Corporate Debtor or the profit and loss account statements of the Corporate Debtor, till the Effective Date, shall except where specifically provided for in the Resolution Plan, the written off in full and shall be deemed to be permanently extinguished on and with effect from the date of the order of the NCLT approving this Resolution Plan and the Resolved Entity or the Resolution Applicant shall not be, directly or indirectly, held responsible or liable to release thereon.

B. All contracts of employment or consultancy with, and any benefits, fees, commissions, percentages or profits in lieu of or in addition to any salary or wages or any policy of providing such benefits, fees, commissions, percentages or profits excluded by the Corporate Debtor, the Promoters or the Related Parties of the Promoters shall be deemed to be terminated and extinguished on and with effect from the date of the order of the NCLT approving this Resolution Plan and the Resolved Entity and the Resolution Applicant shall not have any obligation to provide the same. Unless expressly agreed to by the Resolved Entity and the Resolution Applicant by a written consent after the NCLT Approval Date, all payments of the Corporate Debtor to the promoters of

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SECTION 3: ACQUISITION AS A GOING CONCERN

By this Resolution Plan, the Corporate Debtor will merge with the Adani VNL, and the Resolution Applicant (along with its Affiliates/ Subsidiaries) shall hold 100% paid-up and fully paid-up equity shares of the Resolved Entity and the Resolved Entity will continue to conduct and develop the Project, in the manner specified below:

51 Items pending Acquisition of the Corporate Debtor

A. Provided that no stay has been granted in any special proceeding before any Appellate Authority challenging this Resolution Plan or to set aside the Effective Date, the following steps shall be undertaken towards the acquisition of the Corporate Debtor in the following sequence:

(a) Within 30 days from the NCLT Approval Date, the following actions shall take place, and the same will be deemed to have occurred simultaneously:

1. The authorized share capital of the Corporate Debtor (Resolved Entity) shall stand increased by such amount as may be required and the articles of association and memorandum of association of the Corporate Debtor shall stand altered as may be required by such increase in authorized share capital.

2. Required amendments shall be made to the Articles of Association in relation to the proposed conversion of loan (if required) subject to compliance with Applicable Law.

3. The Admitted Operational and Statutory Audited Debt, the Admitted Other Operational Creditors Debt, the Admitted Financial Creditors (as stated in Section 2 above), the delimitability of the Unsecured Financial Creditors who are related parties (as stated in Section 3 above), the concerned delimitability of the Secured Financial Creditors who do not execute agreements as referred to in Section 3 above and any other liability (including the amount of Operational Creditors (as recorded in the books of account) of the Corporate Debtor, if such amount is in the books of account, is hereby deemed to be assigned to the Resolution Applicant (along with its Affiliates/ Subsidiaries) (as referred to in this Resolution Plan), shall be converted into equity shares having pari passu ranking as the pre-CIRP equity shares of the Corporate Debtor and shall be permanently assigned and extinguished pursuant to the Capital Reduction (as defined below).

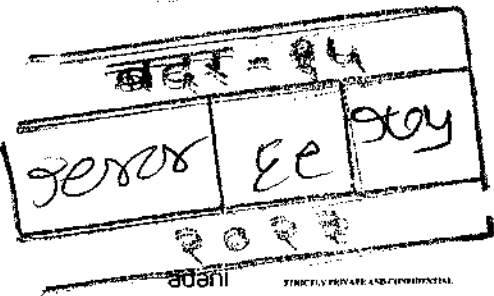
4. The equity shares issued as the result of conversion in Section 3 above shall be an increase in the authorized share capital and capital (as referred to in Section 3 above) of the Corporate Debtor. The Capital Reduction of the Corporate Debtor shall be effected as an integral part of this Resolution Plan by the NCLT order without any further act, deed or instrument. Implementation of the Resolution Plan in terms of the NCLT order shall be deemed to be the completion of all processes of Applicable Law in this regard and there shall be no requirement to add "and reduced" in the name of the Corporate Debtor. The Corporate Debtor is undergoing CIRP. Therefore, the existing value of the share capital of the Corporate Debtor in BML. The Capital Reduction shall not require any consent from the Corporate Debtor or the Resolution Applicant to any extent other than the order of the Corporate Debtor. The Capital Reduction shall not require any consent of any of the creditors of the Corporate Debtor or approval of any of the stakeholders of the

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Corporate Debtor, or any other person having security interest over such shares and the approval of the NCLT (pursuant to Section 11 of the Code) to the Resolution Plan shall constitute approval of the resolution of their capital and shall be binding on the Corporate Debtor and its stakeholders (including all its creditors, statutory authorities and shareholders).

5. The Admitted Secured Financial Creditors (Debt) together with the Project Security in relation thereto and the Admitted Unsecured Financial Creditors Debt shall be transferred, assigned or received (as the case may be), in favour of the Resolution Applicant in such other entity identified by the Resolution Applicant, in the manner stated in Section 3.2(A)(2) above.

(b) Upon completion of all the actions set forth in Section 5.1(A)(a) above, the Corporate Debtor shall stand merged and amalgamated with the Adani WSP ("Merger") in accordance with the Scheme of Arrangement and Amalgamation proposed herein and entered as Assesment "A" ("Scheme"), pursuant to the NCLT approving the Scheme as a part of and along with the Resolution Plan and the certified copy of the order of the NCLT sanctioning the Scheme being filed with the Registrar of Companies Pursuant to the Merger and not later than the Effective Date, the Adani WSP into which the Corporate Debtor has merged and amalgamated, shall hereinafter be referred to as the "Resolved Entity" for the purposes of this Resolution Plan.

(c) Pursuant to the Merger, the Resolved Entity shall only issue 100 (One Hundred) compulsory convertible preference shares of Rs. 10/- (Rupee Ten Only) each representing an 8.1600% (eight per cent and one sixteenth) of the (nominal) face value of the Corporate Debtor ("Existing Indian Shareholders") on the terms mentioned in the Scheme, and the same equity shareholding of the Resolved Entity shall be held and vested by the current shareholders of the Adani WSP. The key terms and conditions pertaining to the issuance of the CCPS are as follows:

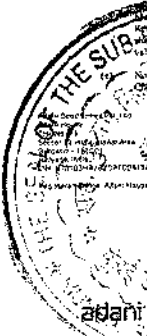
(i) The Resolved Entity shall be solely entitled to take all decisions relating to and the timing for redemption of the CCPS granted to the Existing Indian Shareholders. The CCPS shall be convertible into equity shares of the Resolved Entity.

(ii) The Resolution Applicant shall have a Call Option, under which the Resolution Applicant shall have the right to require the Existing Indian Shareholders to sell and transfer the CCPS to the Resolution Applicant at face value.

(iii) Save as provided above, the Existing Indian Shareholders shall not shall sell, transfer, or create any Encumbrance, security, mortgage, charge, lien or any other security interest in respect of the CCPS.

(iv) The CCPS shall not carry any voting rights for any reason whatsoever and shall not carry any dividend or interest premium or dividend. Pursuant to the Scheme, all equity and liabilities of the Corporate Debtor (which the Resolution Applicant has agreed to assume under the Resolution Plan) shall be transferred to the books of the Resolved Entity at the market value.

No consent of the Board of Directors, shareholders or creditors of the Corporate Debtor shall be required for the



(c) Notwithstanding anything, as set out in this Section 5 of the Resolution Plan, the Resolution Applicant retains the right to propose any alternative remedy for the recovery resolution of the Corporate Debtor, in the same or amended form as proposed in the Resolution Plan and in a form and manner as may be mutually agreed between the Resolution Applicant and the CDD. In the event the Resolution Applicant and the CDD are unable to arrive at an agreement in relation to the alternative remedies, then the same shall not constitute a ground for the Resolution Applicant to withdraw its Resolution Plan.

(ii) It is clarified that on the Effective Date, all members of the Board of the Corporate Debtor as specified in Section 3, shall be deemed to have resigned and vacated their office without any further action being required on the part of any Person, and shall not have any claims against the Resolution Applicant under the Adani WSP/Resolved Entity, and the Adani WSP shall automatically reconstitute the Board of the Corporate Debtor and shall be entitled to appoint any key managerial personnel as it deems fit.

(i) In addition and without prejudice to what is mentioned above, the Resolution Applicant will decide the nature of the interim securities to be issued by the Corporate Debtor/Resolved Entity in the Resolution Plan, for amounts to be released to the Resolution Applicant in the Corporate Debtor/Resolved Entity, whether by way of shares, debt instruments, convertible instruments, warrants or otherwise however.

(j) The above structure proposed may, at the Resolution Applicant's discretion, but without altering the nature of settlement of the Claims and debts of the Creditors of the Corporate Debtor as stated in this Resolution Plan, be altered, from time to time, by the Resolution Applicant in consultation with the CDD by sending a notice in writing to the Resolution Professional, and such alteration may include but not be limited to:

(a) Setting up of a special purpose entity for acquisition of the Corporate Debtor and implementation of the Resolution Plan through such special purpose entity;

(b) Altering the capital structure of the Corporate Debtor and the various types of capital instrument to be issued in the Resolution Plan or its amounts (provided each such measure is eligible under Section 29A of the Code to the Resolution Applicant);

(c) Having of any asset or right or privilege or liability to such Person as deemed fit by the Resolution Applicant (provided each such Person is eligible under Section 29A of the Code to the Resolution Applicant);

Any such alteration or modification to the acquisition structure as contemplated above shall not require any further actions, deed or notice and shall have the same binding effect as the Resolution Plan.

(k) The monies or benefits that may be realized on account of any orders issued under the Code passed in matters pertaining to a shareholder or particular or liquidation or operational or extrajudicial transactions entered into by the Corporate Debtor prior to the CIRP Commencement Date will go to the Resolution Applicant.

Unsecured creditors' approval of the Scheme by the NCLT shall be binding on all creditors and for all purposes and shall be deemed to have been complied with all provisions of law. The NCLT approval will be deemed to be an approval under sections 230 to 233 read with section 60 of the Companies Act, 2013 and no further consent or approval will be required.

It is clarified that the Effective Date shall not occur unless all actions set out in Section 5.1 above and in Section 10.1 are consummated.

(b) On and from the Effective Date, in addition to the provisions of this Section 5.1, the provisions of Section 3.2(A) above shall also apply.

(c) For the avoidance of doubt, and subject to sub-section (b) below, it is clarified that filings to be made with the jurisdictional ROC in relation to the transactions under this Resolution Plan, as required, shall be completed on or after the Effective Date, in accordance with the time limits prescribed under Applicable Law. However, the filings with respect to the steps which have been taken before Effective Date could also be made earlier, immediately after the said steps being taken.

(d) In the event any secretarial filings, corporate actions and/or any other actions, filings, intimations, etc. are required to be made in connection with any step set forth above before the Effective Date, the Resolution Professional shall be deemed to be fully authorized to act on behalf of the Corporate Debtor and to undertake all such actions. Additionally, it is clarified that the Resolution Professional will ensure that the Record of Loans is updated to the benefits of all every financial institution and will comply with applicable Law in this respect and with any directions of the Resolution Applicant.

(e) For the purposes of and in connection with the transactions contemplated under this Resolution Plan:

1. The order of the NCLT approving this Resolution Plan pursuant to the Code including the Scheme, shall be deemed to be adequate compliance with all relevant provisions of any Applicable Law that would otherwise have required compliance in relation to the steps that comprise any part of the Resolution Plan; and

2. Subject to the satisfaction of the said Requirements and the terms of Section 2.2 (B) above, the steps set out above shall be deemed, without any further act by any person, to take effect as mentioned below and as an integral part of the Resolution Plan on the Effective Date.

3. Given the nature of the Code as a complete code providing single window clearance upon the receipt of certified copy of the order of the NCLT approving this Resolution Plan or a copy of the order of the NCLT approving this Resolution Plan from the NCLT website, and in light of the Hon'ble Chief Justice No. 100/09/2017 issued by the Ministry of Corporate Affairs of the Government of India and the explanation provided to Section 302 of the Code, clarifying that there is no requirement for obtaining approval of the shareholders/members of the corporate debtor during the CIRP, the relevant transactions forming part of this Resolution Plan as approved by the NCLT shall be given effect to on the Effective Date without any further act or deed. Subject to the above, the Corporate Debtor and the Resolution Applicant, as applicable, shall take appropriate corporate actions necessary for implementation of all the provisions of this Resolution Plan, including: (a) filing of appropriate documents or forms with relevant regulatory authorities, (b) transfer of shares and instruments as provided in the Resolution Plan, and (c) regular compliance as per the Applicable Law.

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SECTION 6: CONDUCT DURING THE PERIOD BETWEEN THE COC APPROVAL DATE AND THE NCLT APPROVAL DATE

- 6.1 Except as stated in Section 6.4 below, in addition to what has been instructed in the above Sections, during the period commencing from the COC Approval Date and ending on the Effective Date ("Interim Period"), a committee shall be constituted and shall comprise (i) one nominee of the Resolution Applicant, (ii) one nominee of the COC, and (iii) the Resolution Professional (ii) one representative of the Interim Committee, which shall be responsible for overseeing the development of the Project. The Resolution Professional (authorized by the COC) shall be responsible for conducting the business of the Corporate Debtor during the period from the COC Approval Date till the NCLT Approval Date, subject to the terms and conditions of the Resolution Plan.
- 6.2 After the NCLT Approval Date till the Effective Date, the Interim Committee shall be responsible for conducting the business of the Corporate Debtor as a going concern and protecting and safeguarding the interest of the Corporate Debtor. The Interim Committee once constituted will agree on the frequency of its meetings and matters connected therewith.
- 6.3 Further, the Resolution Professional and the Interim Committee, as the case may be, shall:
 - (a) Promptly notify the Resolution Applicant, in writing, of any events that may impact the business and/or affairs of the Corporate Debtor;
 - (b) Provide the Resolution Applicant and its representatives, directly and agents with reasonable access to personnel, Assets, books and records of the Corporate Debtor;
 - (c) Ensure the safekeeping of the records and Assets relating to the Corporate Debtor;
 - (d) Provide the Resolution Applicant and its agents and advisors with such information and access as may be reasonably required for the purpose of completing its due diligence on the Corporate Debtor and implementing the Resolution Plan; and
 - (e) Ensure that any information provided to the Resolution Applicant pursuant to this sub-section 6.3 shall be in compliance with Applicable Law.
- 6.4 The Resolution Professional, Corporate Debtor, and any other stakeholders in the CRP of the Corporate Debtor, will extend all cooperation to the Resolution Applicant and perform all such actions as may be required by the Resolution Applicant to implement and consummate the transactions contemplated under the Resolution Plan, and will not take any action or perform such act and decide which would adversely affect the ability of any person to consummate any of the transactions set out in the Resolution Plan or the transactions contemplated under this Resolution Plan. Without limitation to the generality of the foregoing, the Resolution Professional and the Interim Committee, as the case may be, shall:
 - (a) Cooperate and comply with the Resolution Applicant, and take all necessary actions relating to the transactions contemplated in the Resolution Plan as directed by the Resolution Applicant, including for the purpose of the grant of Interim Finance and managing and supporting the construction of the Project after the COC Approval Date; and for this purpose, the Resolution Professional and the Interim Committee, as the case may be, shall, on behalf of the Corporate Debtor promptly execute, prepare, and file all necessary documents, deeds, and applications and

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- issue all necessary letters and notices as they are required by the Resolution Applicant; and
- (b) Do all such further things, execute and deliver all such additional documents including ensuring timely and full compliance with all Applicable Laws for effective and timely completion of the transactions contemplated in the Resolution Plan.
- 6.5 Further, subject to the Resolution Professional being able to arrange funds for securing the Raddi Loans and the COC approving the commencement of construction of the Project post the COC Approval Date by issuing appropriate resolution as specified in Section 10 (1)(d) and (e), the Resolution Applicant will be appointed as the construction manager for the purpose of managing and supervising the construction and development of the Project post the COC Approval Date and the provisions of Section 2.3(c) above shall apply.

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SECTION 7: RELIEFS AND WAIVERS

The Resolution Applicant submits that, in the case of seeking approval from the NCLT, the reliefs provided below shall be included (in addition to any other reliefs).

- 7.1 All Government and Statutory Authorities (as they are Operational Creditors) to waive all liabilities, dues, and financial penalties, including those arising pursuant to the provisions contemplated under this Resolution Plan or arising from any default or non-compliance by the Corporate Debtor prior to the Effective Date of Applicable Laws including but not limited to the provisions of the Companies Act, 2013, Electricity Act, 2003, Contract Labour (Regulation and Abolition) Act, 1970, all relevant and applicable labour laws, all relevant and applicable Direct and Indirect tax laws, the relevant stamp acts of the different States of India (relevant constitutional laws and any other government instruments) MHA, Consumer Protection Act, 1930 and any other law dealing with rights of consumer/contractual purchasers. All Government and Statutory Authorities be directed to grant all necessary reliefs, waivers, non-prosecution certificates, and indulgence of the Resolution Plan including the transactions contemplated thereon.
- 7.2 The change in shareholding of the Corporate Debtor pursuant to the Resolution Plan shall not lead to lapse of any brought forward losses of the Corporate Debtor and provisions of Section 79 of the Income Tax Act, 1961 are not applicable.
- 7.3 A company is not ordinarily permitted to carry forward its unabsorbed business losses in case the shareholders who beneficially hold shares of the company carrying at least 5% (five) per cent of the voting power on the last day of the year or year in which the loss was sustained do not consent to the shareholders on the last day of the year in which such losses are carried forward and set off as per Section 79 of the Income Tax Act. However, this restriction does not apply if such change in shareholding takes place pursuant to a restructuring plan approved under the IBC, provided that the jurisdictional principal commissioner of Income Tax of the jurisdictional commissioner of Income Tax (as appropriate), in a written reasonable opportunity to express his views in this regard. Accordingly, the Resolution Professional shall serve a notice in jurisdictional principal commissioner of Income Tax or the jurisdictional commissioner of Income Tax (as appropriate) immediately after this Resolution Plan is submitted to the NCLT for its approval, and the Corporate Debtor should be permitted to carry forward its unabsorbed business losses notwithstanding a change in the shareholding of the Corporate Debtor pursuant to this Resolution Plan.
- 7.4 Debt in filing of Tax returns by the Corporate Debtor, if any, for any financial year before the Effective Date shall be considered and filed on the Effective Date, the Corporate Debtor or Adani WOS shall be allowed to regularize its Tax compliance and file Tax returns for past financial year(s), wherever applicable, upon regularization of Tax compliances and filing of Tax returns post the Effective Date. The unutilized tax losses (unabsorbed business losses) and unabsorbed depreciation of the Corporate Debtor or Adani WOS, should be allowed to be carried forward and set off by the Corporate Debtor or Adani WOS.
- 7.5 As the Resolution Applicant is required to address the Corporate Debtor's business as a going concern, all interests, benefits, approvals, concessions, rights, entitlements, benefits and privileges whether under law, contract, lease or license, granted in favour of the Corporate Debtor or to which the Corporate Debtor is entitled or accustomed to, shall continue to remain valid notwithstanding any provision to the contrary in their terms, and notwithstanding the termination, expiry, breach, non-compliance or other events, of any such contracts, agreements, licenses, leases, approvals, rights, entitlements, benefits and privileges, the Corporate Debtor or Adani WOS shall be permitted to continue to enjoy the benefit of such contracts, agreements, licenses, leases, approvals, rights, entitlements, benefits and privileges for the period of 12 months from the Effective Date.



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- from the Effective Date or until such period as may be determined by the Resolution Applicant.
- 7.6 Waiver in respect of execution, authentication, and filing of the Resolution Plan for the benefit of the Resolution Applicant or the Interim Committee, as the case may be.
- 7.7 The Resolved Entity or the Resolution Applicant shall not, at any point of time, be held financially liable under the provisions of the Income Tax Act, 1961 in respect of any transaction carried out before the Effective Date or contemplated under the Resolution Plan or on account of any action taken pursuant to this Resolution Plan including Assignment of Control by the Resolution Applicant over the Corporate Debtor pursuant to this Resolution Plan.
- 7.8 Save and except the Raddi Agreement, any contracts that vest rights in favour of the Corporate Debtor in the Project and other agreements entered into by the Corporate Debtor including any contracts or agreements of employment or consultancy or other benefits, from, commission, percentage or profits in kind or in addition to any salary or wages or any policy of providing such benefits, fees, commissions, percentages or profits (including by the Corporate Debtor) shall be deemed to be terminated on and from the NCLT Approval Date. Any claim or financial liability arising as a consequence of any termination of such contracts till the NCLT Approval Date shall be cancelled and written-off on the NCLT Approval Date, and shall be permanently extinguished and written-off on the NCLT Approval Date. Further, all liabilities of the Corporate Debtor on account of any breach, default (including event of default), misrepresentation under any contract, understanding, or any other instrument binding on the Corporate Debtor shall be extinguished and be null and void from the NCLT Approval Date.
- 7.9 All contractual arrangements (except for any contracts that vest property rights in the Corporate Debtor) entered into by the Corporate Debtor with the Related Party of the Corporate Debtor, including including any contract of employment or consultancy or other benefits, from, commission, percentage or profits in kind or in addition to any salary or wages or any policy of providing such benefits, fees, commissions, percentages or profits (including by the Corporate Debtor) shall be deemed to be terminated on and from the NCLT Approval Date. Any claim or financial liability arising as a consequence of any termination of such contracts till the NCLT Approval Date shall be cancelled and written-off on the NCLT Approval Date, and shall be permanently extinguished and written-off on the NCLT Approval Date. Further, all liabilities of the Corporate Debtor on account of any breach, default (including event of default), misrepresentation under any contract, understanding, or any other instrument binding on the Corporate Debtor shall be extinguished and be null and void from the NCLT Approval Date.
- 7.10 The obligations and liabilities of the Corporate Debtor under the following contracts shall be extinguished from the NCLT Approval Date and the Corporate Debtor (or the Resolution Applicant) shall not have any obligation in relation to the same:
 - (a) All obligations (including such obligations which may have accrued) including but not limited to in respect of contracts, agreements, arrangements entered by subsidiaries and Affiliates of the Corporate Debtor with its respective related parties shall be extinguished and be null and void; and
 - (b) All such agreements and arrangements involving the Corporate Debtor and one or more entities beneficially owned or controlled by the Promoter and/or the Promoter Group.

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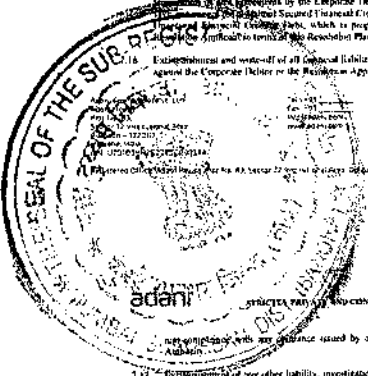


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- 7.11 The Resolution Applicant of the Resolved Entity shall not be liable to pay any Tax as defined in sub-section (a) of section 235 of the Income Tax Act, 1961...
7.12 All financial liabilities (including any contingent claims) relating to any investigations, disputes, show-cause notices, claims, suits, claims, disputes, investigations or other judicial or regulatory or administrative proceedings against the Corporate Debtor, its Assets, its Business, and the Project, shall be deemed to have been extinguished and written-off on the NCLT Approval Date.
7.13 All enquiries, investigations, inquiries, submissions or other judicial, regulatory or administrative proceedings against the Corporate Debtor or the Assets of the Corporate Debtor, pending or threatened, present or future, (including without limitation, any investigation by the Central Bureau of Investigation, the Enforcement Directorate, or the Serious Fraud Investigation Office, the litigation set out in Annexure 'F' hereto, Applications in C.P. (IB) 42/2018-MC-102/19 in the extent they pertain to or affect the Corporate Debtor and any application before the Hon'ble NCLT or any other competent court under the Code against the Corporate Debtor relating to avoidance or preferential or fraudulent transactions or undervalued transactions or endorsement transactions or related party transactions or otherwise), whether or not set out in the Information Memorandum, the Visual Data Room, the Statement of Assets of the Corporate Debtor or the profit and loss account statement of the Corporate Debtor being due or contingent, assumed or unassessed, crystallized or not crystallized, known or unknown, identified or unidentified, or in relation to any period prior to the Effective Date shall stand extinguished as against the Assets of the Corporate Debtor (including any assets created from or derived from the recovery realizations of any of the Assets of the Corporate Debtor) and accordingly, all such proceedings, inquiries, investigations, etc. shall be discontinued.



- 7.14 Any and all other claims, rights and entitlements of any Person, including any actual or potential Creditors of the Corporate Debtor (including but not limited to all Financial Creditors, Operational Creditors, Other Creditors, and Government and Statutory Authorities) and any person who may claim to be a creditor by way of recovery of rights under Applicable Laws or equity), whether or not such claims rights or entitlements (including any demand for any losses or damages, principal, interest, compound interest, penal interest, liquidated damages, and other charges already accrued or accruing or in connection with any third party claims) have been filed before the Resolution Professional or not, whether admitted by the Resolution Professional or not, whether or not set out in the Information Memorandum, the Visual Data Room, the Statement of Assets of the Corporate Debtor or the profit and loss account statement of the Corporate Debtor being due or contingent, assumed or unassessed, crystallized or not crystallized, known or unknown, identified or unidentified, or in relation to any period prior to the Effective Date, shall be deemed to be written-off and permanently extinguished with effect from the Effective Date. The Resolved Entity or the Resolution Applicant shall as a part of this, directly or indirectly, have any obligation, liability or duty in relation thereto.
7.15 Extinguishment and write-off of any financial liabilities against the Corporate Debtor or the Resolution Applicant or Resolved Entity, including as a result of the write-off of any claims, rights and entitlements of any Person, including but not limited to all Financial Creditors, Operational Creditors, Other Creditors, and Government and Statutory Authorities, which is proposed to be acquired by the Resolution Applicant in terms of the Resolution Plan.
7.16 Extinguishment and write-off of all legal liabilities (including tax liabilities) against the Corporate Debtor or the Resolution Applicant that may accrue due to any compliance with any law or statute issued by any Government and Statutory Authority.
7.17 Extinguishment of any other liabilities, investigations, inquiry pending against the Corporate Debtor due to non-compliance with any environmental clearance issued by any Government and Statutory Authority.
7.18 The Corporate Debtor or Adani WOS of the Resolved Entity, as the case may be, shall be entitled to carry forward and set off all the unaccrued Tax loss and unutilized carry forward of the Corporate Debtor in accordance with the returns of income filed under the Income Tax Act, 1961.
7.19 The Corporate Debtor or Adani WOS of the Resolved Entity, as the case may be, shall be entitled to carry forward and set off all the brought forward book losses and unabsorbed depreciation as shown in the books of account and considered in the returns filed under the Income Tax Act, 1961.
7.20 All disputes to be initiated against the Corporate Debtor (including those proceedings that relate to the Corporate Debtor) at any time till the Effective Date shall stand unconditionally abated, revoked, released, cancelled, withdrawn, discontinued and deemed null and void (as the case may be) and all financial obligations in relation to such disputes shall be permanently extinguished on the NCLT Approval Date.
7.21 All benefits and accessories, including but not limited to, under all such incentive schemes, subsidy schemes and policies that the Corporate Debtor is entitled under, and all such benefits shall remain vested in the Resolved Entity with effect from the Effective Date.
7.22 To allow relief from issuing of equity share certificates to the Operational Creditors - Employees and Workmen, Operational Creditors - Government and Statutory Authorities, Operational Creditors - Environment and Statutory Authorities, Operational Creditors (Other than Employees and Workmen), since the said equity shares shall be issued and cancelled under Capital Reduction mentioned under para 5.1 (A) above and will not survive.
7.23 To waive stamp duty on the issuance of such equity shares issued to the Operational Creditors - Employees and Workmen, Operational Creditors - Government and Statutory Authorities, Operational Creditors (Other than Employees and Workmen), since the said equity shares shall be immediately get reduced and cancelled as Reduction mentioned under para 5.1 (A) above and will not survive.
7.24 To waive stamp duty on the merger of the Corporate Debtor with Adani WOS as the merger scheme is being approved and sanctioned under this Resolution Plan.
7.25 On and from the NCLT Approval Date, by order of the NCLT sanctioning this Resolution Plan, a restraint on, and prohibition of, all Adverser Actions shall be deemed to be declared until the Effective Date.
7.26 From the NCLT Approval Date, all Assets of the Corporate Debtor shall be free from any Encumbrances and any right of any party (other than the Resolution Applicant) over the Assets (in any part thereof) shall be null and void.
7.27 The Resolution Applicant and the Corporate Debtor and the Resolved Entity shall not be liable to pay any Tax whatsoever as a result of any transaction characterized as an impermissible avoidance arrangement under the provisions of the Income Tax Act entered by Corporate Debtor prior to the Effective Date. Similarly, no claim on this account shall be made directly or indirectly against the Assets of the Corporate Debtor, or any assets created from or derived from the recovery or realization of any of the Assets of the Corporate Debtor.

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- (a) To permit the completion of the construction of the Project on or before 01st June 2024 provided that construction commences on 1st January 2022, subject to any other terms of this Plan; and
(b) To not penalize the Resolution Applicant or Corporate Debtor or Resolved Entity for any amendments sought.
7.16 The Resolution Applicant of the Corporate Debtor or the Resolved Entity shall not be liable to pay any Tax liabilities (direct or indirect) including interest, fines, penalties whatsoever arising (directly or indirectly on such entity) as a result of the actions taken by the Corporate Debtor prior to the Effective Date. It may also be clarified that any Tax liabilities including interest, fines, penalties pertaining to any period or action prior to the Effective Date, whether assessed or unassessed, by the relevant tax authorities shall be deemed to have been extinguished and written-off on the NCLT Approval Date. Further, it may also be noted that any provisions of provisions or implementation under Direct Tax Laws and Indirect Tax Law pertaining to period prior to the effective date shall be deemed to have been extinguished on the NCLT Approval Date.
7.27 The Resolution Applicant of the Corporate Debtor or the Resolved Entity shall not be liable to pay any Tax whatsoever as a result of any related party transactions entered by Corporate Debtor prior to the Effective Date under.
7.28 All the existing liabilities of the Corporate Debtor towards any of its subsidiaries, Associates, partnership firms, including how all Indian Enterprises (partnership firm) shall be deemed to have been extinguished in full and the Corporate Debtor/Resolved Entity/Resolution Applicant shall not be liable to pay any liability in any capacity as partner of Indian Enterprises or otherwise. Any guarantee or security given by the Corporate Debtor shall also get extinguished upon approval of the Resolution Plan. Any security in the form of encumbrances provided for any amount or loan taken by Indian Enterprises shall also stand released.

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SECTION 8: MANAGEMENT AND CONTROL OF THE CORPORATE DEBTOR

8.1 On the Effective Date, all the existing Directors of the Corporate Debtor, without any further action being required on the part of any Person, shall be deemed to have resigned from the Board of the Corporate Debtor, and the Board of the Corporate Debtor will be reconstituted to comprise the members of the Adani WOT ("Reconstituted Board"), and will be responsible for the supervision of the day-to-day affairs of the Corporate Debtor and to oversee the management of the affairs of the Corporate Debtor.



Adani Enterprises Pvt. Ltd.
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 Plot No. 87
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SECTION 10: APPROVALS AND IMPLEMENTATION OF THE RESOLUTION PLAN

10.1 The implementation, commencement, completion, and effectiveness of the Resolution Plan shall be contingent upon (i) the fulfillment of the actions specified in Section 2.2(a)(i) above, and (ii) the execution of the approvals and fulfilment of actions specified in sub-sections A to F below, all of which to the satisfaction of the Resolution Applicant (hereinafter collectively referred to as the "said Requirements").

- A Approval of this Resolution Plan by the COC by 21st December 2021 or such extended date as the COC and the Resolution Applicant may mutually agree.
- B DIL taking the requisite steps and executing the requisite documents as set out in the LHM Formulating before the Interim Finance is disbursed and before the submission of the Resolution Plan to the NCLT for its approval.
- C Given the dispute due to pending between the Society and DIL, immediately after the COC Approval Date, before the resolution referred to in sub-sections D and E below have been passed and before the disbursement of Interim Finance as specified in sub-section B below, and before the commencement of construction as specified in sub-section F below and prior to submission of the Resolution Plan to the NCLT, Approval of the Society and DIL shall execute Common Terms in the format annexed hereto and marked as Annexure "E", and any modifications to the format annexed hereto and marked as Annexure "E" shall be subject to the prior approval of the Resolution Applicant ("Common Terms") and both shall file the same with the Arbitrator and the Society must issue a no-objection certificate to the Resolution Applicant in the format annexed hereto and marked as Annexure "D" ("Society NOC").
- D The COC passing a resolution for raising Interim Finance of Rs.75,00,00,000/- (Rupees Seven Hundred Twenty Five Crores) by 25th December 2021 (or such extended date as the COC and the Resolution Applicant may mutually agree) and one of the Interim Finance a sum of Rs.300,00,00,000/- (Rupees Three Hundred Crores Only) being disbursed to the Corporate Debtor by 25th December 2021 for such extended date as the Resolution Applicant may mutually agree). These actions are important because payment of amounts to the concerned government authorities has to be made on or before 31st December 2021 to enable the Project to qualify for certain rebates/discounts and for making payments to the Society, which if not made available, will make the Project unviable. These steps will have to be completed before the Resolution Plan is submitted to the NCLT for approval. This is stated in detail in Section 2.2(a)(ii) above.
- E The COC passing a resolution for approving the commencement of construction and timing of work for the work extended date as the COC and the Resolution Applicant may mutually agree) and commencing the construction of the Project on or before 27th December 2021 (or such extended date as the COC and the Resolution Applicant may mutually agree) and the Resolution Applicant shall ensure that the construction work commences on or before the said date in the manner specified in the enclosed area. The members of the Society, including all relevant financial institutions, shall have to be satisfied with the progress of the construction work before the Resolution Plan is submitted to the NCLT for approval.
- F An order of the COC approving this Resolution Plan to be submitted to the NCLT for approval.



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SECTION 9: SUPERVISION AND IMPLEMENTATION OF THE RESOLUTION PLAN

- 9.1 Within one (1) day from the Effective Date, an Implementation and Monitoring Committee shall be constituted and shall comprise (i) one member of the Resolution Applicant, and (ii) one member of the Employees' Implementation Committee.
- 9.2 The Resolution Applicant will inform the Implementation Committee of the constitution of the Project on a quarterly basis. The Implementation Committee will act in accordance with the Law/Regulations of the concerned project.
- 9.3 The Implementation Committee will stand dissolved once the completion certificate for the Radius Sold Permits has been obtained.
- 9.4 No fees will be paid to the members of the Implementation Committee for any reason whatsoever.



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Order of the NCLT sanctioning this Resolution Plan in accordance with the terms listed:

- 1) **Interimly held Bank**
- 2) If any of the required approvals or steps to be undertaken as stated in Section 10.1 are not obtained or taken in timely manner and an account thereof the Resolution Applicant is in the view that the relevant approvals for the Project will not be obtained from the competent authority on or before 21st December, 2021, such that the Project will not be able to realize benefits as stated in the Government Policy, the Resolution Plan stands withdrawn notwithstanding that the Resolution Plan may have been approved by the COC and/or that the Resolution Plan has been submitted to the NCLT for its approval or otherwise, however, and the consequences set forth in Section 10.2 below shall apply.

10.2 **Consequences of non-fulfilment of the said Requirements**

In the event the any of the actions set forth in Section 10 (A) to (F) above are not completed in the manner specified therein, then (i) the Resolution Plan shall stand withdrawn, the Resolution Applicant shall not be bound by any of its obligations and commitments thereunder, and no other action shall be taken against the Resolution Applicant or its affiliates, and the Interim Agency Deposit shall not be held to be forfeited and shall be returned to the Resolution Applicant within one day from the date on which the Resolution Plan stands withdrawn, (ii) the Performance Security, if furnished, shall not be liable to be revoked and shall be returned to the Resolution Applicant, without any pay from the date on which the Resolution Plan stands withdrawn, and (iii) if any Interim Finance is provided by the Resolution Applicant then such the Interim Finance together with interest and all other applicable dues thereon shall be repaid in priority to the Resolution Applicant, without prejudice to the rights of the Resolution Applicant to recover the Interim Finance together with interest and all other applicable dues thereon, including by enforcement of the security as its interest.

10.3 Fulfillment of Events for Implementation of Proposed Resolution Plan

- A The NCLT Approval shall be deemed to be adequate compliance with all relevant provisions of any Applicable Law that would otherwise have become applicable in relation to the steps that comprise any part of the Resolution Plan.
- B The NCLT Approval sanctioning this Resolution Plan will be final and binding on all stakeholders and third parties including those specified in Section 11.3 below, and will not require compliance with procedural requirements under other laws including but not limited to those under Companies Act, Stamp legislation, and MHA regulations and contracts.

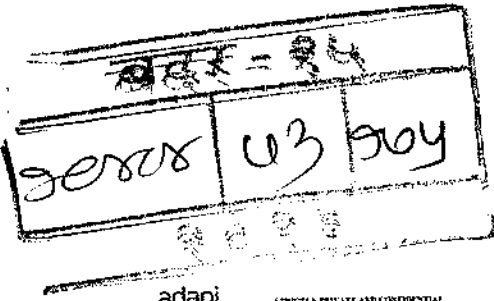
10.4 The Resolution Applicant further undertakes and warrants that, on and from the NCLT Approval Date and subject only to (i) the satisfaction of the said Requirements, and (ii) applicable directions (if any) of the Hon'ble NCLT, NCLAT or the Supreme Court of India, or any other judicial, quasi-judicial, regulatory or administrative entity, department or authority, all obligations and commitments, financial or otherwise, undertaken by or under this Resolution Plan towards the Financial Creditors, and any other stakeholders, shall be binding on it, and shall take effect and be in full force and effect irrespective of whether any reliefs, orders or decrees sought by the Resolution Applicant are granted by the Hon'ble NCLT, NCLAT, the Supreme Court of India, or any other judicial, quasi-judicial, regulatory or administrative entity, department or authority.



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10.5 Subject to the above, provided below is an indicative timeline of events for implementation of the Resolution Plan

Table with 3 columns: S.No., Activity, and Indicative Timeline (Days). It details the approval process from COC to NCLT and the subsequent effective date.



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SECTION 11: OTHER TERMS AND CONDITIONS

- 11.1 Implementation of any other Resolution Plan
11.2 Governing Law
11.3 Binding Effect
11.4 Severability and Modifications
11.5 Assignment of Interest
11.6 Force

Adani Cashmex Pvt Ltd
Address:
Plot No. 83
Sector 12, Gandhinagar Area
Gurgaon - 122001
Haryana India
CIN: 12200152020220201864

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the Resolution Applicant may at its sole discretion recover costs paid by it from the Resolved Entity.

11.2 Termination and Consequences

This Resolution Plan shall, upon notice from the Resolution Applicant, terminate in the following cases, unless otherwise agreed to in writing by the Resolution Applicant ("Termination").

- A. The said Requirements have not been fulfilled in the manner specified in this Resolution Plan, in which case the relevant consequences set out in Section 10.2 above shall apply.
B. If the Resolution Plan is withdrawn by the Resolution Applicant prior to the COC Approval Date.
C. If another resolution plan is approved by the COC.
D. The Resolution Plan is not made in appeal by the NCLAT or the Supreme Court, except on account of reasons solely attributable to the Resolution Applicant/Resolved Entity; and
E. Any other circumstances as may be approved by the NCLT.

Upon Termination of the Resolution Plan as stated hereinafter, the Resolution Plan shall automatically stand revoked, cancelled and be of no effect and will and void. This is without prejudice to the liability of the Corporate Debtor to repay the Interim Finance together with interest and all other dues thereon as priority and to the rights of the Resolution Applicant to recover the Interim Finance together with interest and all other dues thereon, including to enforcement of the security created for securing the Interim Finance in its favour. Additionally, the appropriate consequences set forth in Section 10.2 above, shall be applicable.

11.3 Disposal of Assets

Post the Effective Date and without prejudice to the rights of the Resolution Applicant and the Resolved Entity, the Resolution Applicant shall be entitled to transfer, assign, dispose, merge the Assets/ Undertaking of the Resolved Entity to any person as it deems fit.



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PRAYERS

Any prayers required to be granted by the NCLT by the Resolution Applicant shall not be construed as a condition for the implementation of this Resolution Plan. In view of the facts mentioned above, the Resolution Applicant submits that, in the event of seeking approval from the NCLT, the prayers provided below shall be included, with such modifications as may be considered necessary by the NCLT.

- 1. To pass an order sanctioning the Resolution Plan submitted by the Resolution Applicant, being an order in the nature of a binding sanction of the Resolution Plan with effect from the NCLT Approval Date, as defined in the Resolution Plan and making the Resolution Plan binding on the Corporate Debtor, Creditors, all shareholders, all guarantors, all purchasers of units forming part of the DRP and Preference and Rights Share Holders, DRP, the Society and all other stakeholders and persons in whom the Resolution Plan is or is deemed to be binding as per law, and ordering implementation of the Resolution Plan, without the requirement for any further act, deed, document or copy, including for the Manger pursuant to the Scheme.
2. To pass an order directing that to accede with section 11(1) of the Code, that the Resolution Plan shall be binding on the Corporate Debtor together with its Creditors, Employees and Workmen, members, shareholders, guarantors and all purchasers of units forming part of the DRP and Preference and Rights Share Holders, DRP, the Society and all other stakeholders and persons in whom the Resolution Plan is or is deemed to be binding as per law, and that accordingly, the approval of such Creditors, employees and workmen, members, shareholders, guarantors and other stakeholders shall not be separately required to be implemented, whether before or after the NCLT Approval Date, for implementation of various actions proposed to be taken pursuant to the Resolution Plan.
3. To pass an order sanctioning that the Resolution Plan for the Corporate Debtor has shall with the consent of all the stakeholders in the Corporate Debtor, whether secured or unsecured, assenting or dissenting, including the Financial Director, Operational Director (including Employees, Workmen, Management and Senior Officials, and Other Operational Creditors), Other Creditors, and all other stakeholders in accordance with the Code.
4. To pass an order directing that in accordance with Section 214 of the Code, any action undertaken pursuant to the Resolution Plan by the Resolution Applicant will not require compliance with requirements under any other laws. Accordingly, the process stipulated under the Code for implementation of a resolution plan is a fast and binding process on all stakeholders including any Government and Statutory Authorities.
5. To pass an order directing that the Corporate Debtor shall, after the date of receipt of the certified copy of the order to be made herein as within such short period as may be permitted by the NCLT, cause a certified copy thereof to be filed electronically with the Registrar of Companies, Mumbai for registration.
6. To pass an order granting a stay on, and prohibition of, all Adversive Actions against the Corporate Debtor until the Effective Date.
7. To pass orders in respect of such incidental, consequential and supplemental matters as are necessary to ensure that the Resolution Plan is fully and effectively carried out.



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	<p>instruments (whether signed or printed and whether under agreements or otherwise),</p> <p>(c) all the books, liabilities of the Corporate Debtor, whether provided for or not in the books of account or disclosed in the balance sheet of the Corporate Debtor;</p> <p>(d) all benefits and obligations under the contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of any nature of the Corporate Debtor;</p> <p>(e) all books, records, files, papers, and all other records and documents, whether in physical or electronic form relating to business activities and operations of the Corporate Debtor; and</p> <p>(f) all employees of the Corporate Debtor, if any</p>
Annual Data Room / Data Room	Means all documents (including stock certificates and other documents of any nature whatsoever) that have been made available up to 17 December 2021 required by the Resolution Professional.
Workmen	Has the meaning ascribed to the term "workman" in the Code.
Workmen Claims	Means the claims submitted by Workmen, whether admitted or not by the Resolution Professional, or contingent or otherwise.



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MAPPING

PROVISIONS OF THIS RESOLUTION PLAN AGAINST PROCESS DOCUMENT REQUIREMENTS

Sl. No.	Section of Requirement	Description of Requirement	Resolution Plan Reference addressing such requirement
Mandatory contents of the Resolution Plan			
1	Section 30 (2)(a) of the Code	Payment of the CRIP Costs in priority to the payment of other claims of the Corporate Debtor	Section 4 I
2	Section 30(2)(b) of the Code and Regulation 38(4) of the CRIP Regulations	Payment of the debts of the Corporate Debtor in priority to the payment of the CRIP Costs such that the amount received by them is not less than the amount of the paid (or the Operational Credits in the event of a liquidation) of the Corporate Debtor.	Sections 4 and 4
3	Regulation 38(5) of the CRIP Regulations	Specimen as to how the Resolution Plan shall deal with the interests of all stakeholders including Financial and Operational Credits of the Corporate Debtor.	Sections 4 and 4
4	Regulation 38(6) of the Code	Terms of the Resolution Plan and its implementation Schedule.	Sections 5 and 19.5
5	Section 30(2)(c) of the Code and Regulation 38(7)(c) of the CRIP Regulations	Mechanism regarding management of the Corporate Debtor post approval of the Resolution Plan by the Resolution Authority.	Section 8
6	Section 30(2)(d) of the Code and Regulation 38(7)(d) of the CRIP Regulations	Mechanism of implementation and supervision of the Resolution Plan and adequate means for supervising the implementation of the Resolution Plan.	Sections 6 and 9
7	Section 30(2)(e) of the Code	Declaration that the Resolution Plan is in compliance with the provisions of the Code.	Section 7
8	Regulation 38(8) of the CRIP Regulations	Resolution Plan to demonstrate that it has provisions for effective implementation of the Resolution Plan.	Section 7 and 7
9	Regulation 38(9) of the CRIP Regulations	Resolution Plan to demonstrate that it has provisions for effective implementation of the Resolution Plan.	Section 7 and 7



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- INTERPRETATION**
- (a) The index, headings, sub-headings, titles and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
 - (b) Unless the context of the Resolution Plan otherwise requires:
 - (i) words using the singular or plural number also include the plural or singular (as appropriate);
 - (ii) words of any gender are deemed to include the other gender;
 - (iii) the terms "hereof", "herein", "hereto", "hereby" and derivatives or similar words refer to this entire Resolution Plan or specified sections of this Resolution Plan, as the case may be;
 - (iv) the terms "Plan", "Sections" and "Schedule" refers to the specified Part, Section or Schedule of the Resolution Plan;
 - (v) the words "include", "including", "in example" or "such as" shall be construed without limitation and are not used as, nor are to be interpreted as, a word of limitation;
 - (vi) the Schedules hereto shall constitute an integral part of this Resolution Plan;
 - (vii) any reference to "approval", "consent", "written", "mutually agreed" or "mutual agreement" shall mean approval, consent or waiver of writing or a mutual agreement in writing, as the case may be;
 - (viii) any word or phrase defined in the body of this Resolution Plan is so approved to be defined in the Definitions section above shall have the meaning assigned to it in such definition throughout this Resolution Plan, unless the context expressly states or the context clearly appears from the context; and
 - (ix) In the absence of a definition being provided for a term, word or phrase used in this Resolution Plan, no meaning shall be assigned to such term, word or phrase which derogates or departs in any way from the intent of this Resolution Plan.



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Sl. No.	Section of Requirement	Description of Requirement	Resolution Plan Reference addressing such requirement
10	Regulation 38(10) of the CRIP Regulations	Resolution Plan to demonstrate that it has provisions for effective implementation of the Resolution Plan.	Sections 3 and 3
11	Regulation 38(11) of the CRIP Regulations	Details of approvals required and the timeline for the same.	Section 10
12	Regulation 38(12) of the CRIP Regulations	Ability of the Resolution Applicant to implement the Resolution Plan.	Section 1
13	Section 30(2)(f) of the Code and Regulation 38(13) of the CRIP Regulations	Disclosure and monitoring of the Resolution Applicant under Section 25A of the Code.	Associated to the Resolution Plan as Form 10A



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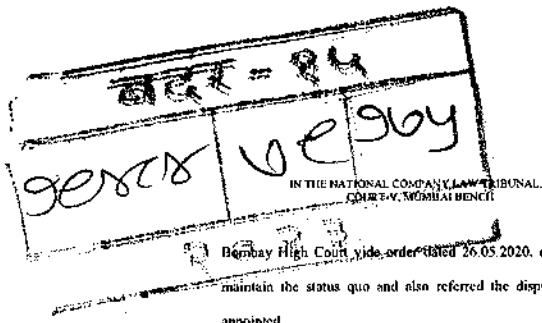
LIST OF SCHEDULES AND ANNEXURES THAT HAVE BEEN ATTACHED
SEPARATELY

LIST OF SCHEDULES

LIST OF ANNEXURES

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LA No.573 of 2022
IN
CP (IB) No. 1390 of 2020

Bombay High Court vide order dated 26.05.2020, directed the parties to maintain the status quo and also referred the disputes to the Arbitrator appointed.

2.8 The Company Petition, being CP/1390(MB)/2020, filed under Section 7 of IBC by Heacon Trusteeship Ltd. against the Corporate Debtor was admitted by this Tribunal and the CIRP of the Corporate Debtor began on 30.04.2021.

2.9 As on the date of admission of the Corporate Debtor into CIRP, the Corporate Debtor had sold 224 units and was left with 146 units available for sale at the time. The Project was incomplete. Out of the 15 buildings, which were supposed to be constructed, only 9 buildings were partially constructed, and construction of the remaining buildings had not even commenced.

2.10 The Arbitrator appointed by the Hon'ble Bombay High Court in respect of the dispute between the Society and DB passed an interim Order dated 26.05.2020 (Interim Award) granting a conditional stay in respect of the purported termination, which was made subject to compliance of certain terms and conditions to be strictly complied by DB. These terms and conditions *inter alia*, included payment of monies towards transit rent, corpus fund, compensation to the members of the Society by DB.



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IN
CP (IB) No. 1390 of 2020
Debtors to lose their security, and the home buyers to lose the flats purchased by them.

2.15 For the purpose of survival of the Corporate Debtor, it was necessary to keep the Project going (i.e. for construction to resume), in order to avoid the termination of the Development Agreement by the Society and to convince DB not to invoke its step-in rights against the Corporate Debtor.

2.16 Considering the position of the Society and DB, qua the Project, it was imperative to chalk out a plan of action, with their consent and confidence, so that the Project could be saved and implemented either by the Corporate Debtor or by way of its resolution. In absence of the availability of the redevelopment project and the right to redevelop the land, no Resolution Plan or Resolution Process was possible and the Corporate Debtor was bound to face liquidation.

2.17 The Corporate Insolvency Resolution Process (CIRP) of the Corporate Debtor was initiated by this Bench, by an Order dated 30.04.2021, under Section 7 of the Insolvency and Bankruptcy Code 2016 (Admission Order) and Mr. S. Gopalakrishnan, was appointed as the Interim Resolution Professional. The IRP constituted Committee of Creditors. The COC in its 1st Meeting held on 02.07.2021 appointed (the present Applicant) as the Resolution Professional (RP). The members of the COC filed an Interim

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COURT-V, MUMBAI BENCH

LA No.573 of 2022
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2.11 The violation of the said conditions would lead to the stay of termination being vacated, effectively leading DB and consequently the Corporate Debtor to lose the development rights under the Development Agreement and Redevelopment Agreement respectively.

2.12 The Society is neither a member of the COC, nor is it a participant in the CIRP of the Corporate Debtor. Thus, the COC could not exercise any form of control over the Society's actions. More importantly, the Corporate Debtor had no direct privity with the Society.

2.13 It is also pertinent to note that the Redevelopment Agreement enabled DB to enforce "step-in rights" against the Corporate Debtor in case of an event of default. DB had, at the time, sought invocation of its step-in rights.

2.14 It is clear from what is stated above, that the Corporate Debtor had no direct privity with the Society, nor does it have any entitlement to the land on which the Project is being undertaken. The Corporate Debtor's rights in the Project emanates from the Redevelopment Agreement. In case of termination of the Development Agreement between the Society and DB, the Corporate Debtor will have recourse only against DB. It is clear from the abovementioned facts that, the Corporate Debtor was about to lose the Project altogether, thereby resulting in the creditors of the Corporate

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COURT-V, MUMBAI BENCH

LA No.573 of 2022
IN
CP (IB) No. 1390 of 2020

Application No.1688 of 2021 ("IA") before the NCLT praying for appointment of the Applicant to act as the RP of the Corporate Debtor, the same was allowed by this Bench vide an Order dated 25.08.2021. The Chairperson further informed the members of the COC that the Public Announcement was made in the Free Press Journal (English Newspaper) and Nav Shakti (Marathi Newspaper) (Mumbai Edition) on 08.05.2021, pursuant to Section 15 of the IBC, 2016 read with Regulation 6 of the CIRP Regulations and also published the same on the website of IBBI and specially developed website for dissemination of CIRP related data of the Corporate Debtor (<http://radiustentbkc.com/>). The Applicant submitted the claims as on June 21, 2021, i.e., the date on which the Hon'ble NCLAT vacated the stay on constitution of COC, which are as follows:

Type Of Claim	No. Of Claims	Amount Claimed	Amount Verified	Amount Under Verification
Financial Creditors	9	1750,81,86,966	1644,65,92,318	106,15,94,748
Financial Creditors in Class (Homebuyers)	169	747,19,62,960	633,81,76,416	113,37,86,544
Operational Creditors	20	310,28,09,169	4,52,01,150	296,76,08,019
Employees Claims	2	34,87,377	29,49,820	5,37,557
Other Creditors	3	35,28,37,167	0	35,28,37,167
Total	203	2834,92,83,639	2283,29,19,604	551,63,64,035

Thereafter, RP upon verification of the same, constituted the COC. Pursuant to the Public Announcement, the RP received 2 (two) Expression Of Interest from the Prospective Resolution Applicants(PRA's) The Applicant in compliance of the provisions of the Code and Rules framed thereunder conducted the CIRP of the Corporate Debtor in the following lines.

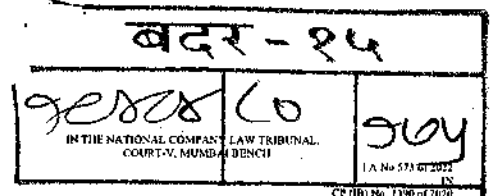
2.18 The minutes of all COC meetings is tabulated as under

Sr. No.	Date	Key Outcome(s)
1 st COC Meeting	July 02, 2021	IRP Mr. S. Gopalakrishnan constituted the COC on the basis of claims received from creditors in response to public announcement. Appointment of Mr. Jayesh Sanghrajka as the Resolution Professional of the Corporate Debtor was confirmed by the COC.
2 nd COC Meeting	July 23, 2021	The COC discussed various matters including invocation of stop in rights under the redevelopment agreement by DB, vacating the leased premises in One BKC and discontinuation of employees due to non-operations.
3 rd COC Meeting	September 13, 2021	The COC discussed and deliberated upon appointment of Adani Infrastructure and Developers Private Limited (hereinafter referred as "Adani") as a construction manager for the project in light of proposal letter received from DB. Appointment of various professionals to assist the RP during the CIRP as well as valuers

[9]

Meeting	20, 2021	<ol style="list-style-type: none"> RFRP; Amount of performance security to be required from the PRA; Evaluation Matrix; and Shifting of registered office of corporate debtor. <p>The homebuyers insisted that the construction must commence forthwith.</p>
8 th COC Meeting	November 02, 2021	<p>The Applicant informed the COC that he had received EOI from two (2) prospective resolution applicants namely: Adani Goodhomes Private Limited and Ashdan Properties Private Limited jointly with Ashdan Developers Private Limited and he was in the process of determining if each of them fulfilled the eligibility criteria approved by the COC.</p> <p>The homebuyers insisted that the construction must commence forthwith</p>
9 th COC Meeting	November 11, 2021	<p>The Applicant informed the COC that since Ashdan Properties Private Limited jointly with Ashdan Developers Private Limited didn't meet the eligibility criteria approved by the COC, the PRA had itself withdrawn from the CIRP process and only Adani Goodhomes Private Limited would be eligible to submit a resolution plan.</p>

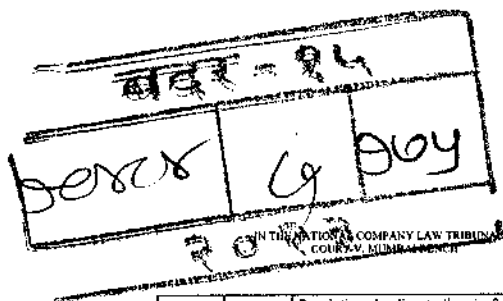
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		<p>was deferred to the next meeting.</p> <p>The homebuyers insisted that the construction commence forthwith.</p>
4 th COC Meeting	September 17, 2021	<p>The COC further discussed and deliberated upon appointment of Adani Infrastructure and Developers Private Limited as a construction manager for the project followed by a presentation from DB and Adani Infrastructure and Developers Private Limited team. Appointment of various professionals to assist the RP during the CIRP as well as valuers was also discussed.</p>
5 th COC Meeting	September 21, 2021	<p>Appointment of various professionals to assist the RP during the CIRP as well as valuers was finalized and major creditors were authorized to negotiate with Adani, which was proposed to be appointed as construction manager for the project.</p>
6 th COC Meeting	October 07, 2021	<p>The COC approved the following:</p> <ol style="list-style-type: none"> Eligibility criteria for PRA under Section 25(2)(b) of the Code; Publication of PRA; and Extension of CIRP period under Section 25(2) of the Code. <p>The homebuyers insisted that the construction must commence forthwith.</p>
7 th COC Meeting	October 07, 2021	<p>The COC approved the following:</p>

10 th COC Meeting	December 07, 2021	<p>The COC approved extension of timeline for submission of resolution plan from December 07, 2021 to December 14, 2021.</p> <p>The homebuyers insisted that the construction must commence forthwith.</p>
11 th COC Meeting	December 16, 2021	<p>The COC approved extension of timeline for submission of resolution plan from December 14, 2021 to December 21, 2021.</p> <p>The homebuyers insisted that the construction must commence forthwith.</p>
12 th COC Meeting	December 21, 2021	<p>The RP informed the COC that he had circulated the Resolution Plan received from Adani Goodhomes Private Limited. The COC discussed and deliberated on the feasibility and viability and other aspects of the plan. The COC also approved raising interim finance, appointment of Adani as construction manager and reduction of performance security in light of raising interim finance.</p> <p>The homebuyers insisted that the construction must commence forthwith.</p>
13 th COC Meeting	December 23, 2021	<p>The meeting was called on the directions of Hon'ble NCLT. The COC discussed observations under Transaction Audit Report, valuation report and other documents. Voting on resolution plan was extended until December 27, 2021 wherein Adani Goodhomes Private Limited was declared as the Successful</p>

[12]



Resolution Applicant. (hereinafter referred as "SR/RA")

The CoC in its 5th Meeting decided to appoint valuers. The Resolution Professional accordingly appointed registered valuers, CA Manish Jaju, CA Shrenik Doshi (Securities & Financial Assets) and Truval Advisors, Sundeep H.B. & Co (Land and Building) to determine the fair value and liquidation value of the Corporate Debtor, as required under Regulation 27 of the IBBI (IRP for Corporate Persons) Regulations, 2016.

2.19 The EOI dated 13.10.2021 set out that it would be a term of the Resolution Plan that the Successful Resolution Applicant must commence construction of the Project, pending the approval of the Resolution Plan by the NCLT and must satisfy the CoC about its financial capability to do so. The RFRP provided to the RA on 8.11.2021 stated that the Successful Resolution Applicant was required to commence construction on the site against reimbursement of cost basis, or such other basis as the CoC may approve.

2.20 Pursuant to the EOI, only the RA qualified as the prospective resolution applicant. Hence the RFRP was issued only to the RA.

2.21 From the minutes of the CoC meeting it is clear that the homebuyers wanted construction to commence immediately. The Society members also

and avail the government benefit, the RA decided to provide interim finance and accordingly, along with the resolution plan, a draft of the 'Master Facility Agreement' (hereinafter referred as 'MFA') was put before the CoC. Under the MFA, the RA as the lender has agreed to make available interim finance to the tune of Rs.725,00,00,000/- (Rupees Seven Hundred and Twenty Five Crore).

2.24 The Resolution Applicant submitted the resolution plan to the Resolution Professional on 17th December 2021 and a revised, final plan was submitted on 21st December 2021, post discussions and deliberations with the members of the CoC.

2.25 Beacon Trusteeship Services Limited ("Beacon") and ICICI Prudential Venture Capital Fund Real Estate Scheme I ("ICICI") filed applications before this Tribunal bearing e-filing No. 2709138065192021 of 2021 and IA bearing No. 2957 of 2021 on 22nd December 2021. The applications sought an extension of 10 working days, which would take the voting to January 2022.

2.26 This Hon'ble Tribunal, after hearing the aforesaid applications granted an extension for consideration and voting on the plan up to 27th December 2021 vide Orders dated 24th December 2021. This order was not challenged.

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wanted construction to resume without which there was a threat of termination. As stated above, resuming construction also finds its place in the EOI issued on 13.10.2021 and RFRP provided to the RA on 8.11.2021. Considering these factors, the only way to ensure that the business of the Corporate Debtor is running on a going concern basis was to resume construction. Therefore, along with the resolution plan, the RA submitted a draft of a 'Construction Management Agreement' (hereinafter referred as 'CMA') to the CoC on 19th December 2021. Under the CMA, the RA would act as a construction manager of the Project.

2.22 Resuming construction required huge costs to be incurred. However, no member of the CoC was inclined to fund any further monies. The members of the CoC at various meetings also discussed the premium payable to the government and statutory authorities for approvals which were scheduled to increase after 31.12.2021 (pursuant to Government Orders/Resolutions dated 14.01.2021 and MCGM Circular dated 22.01.2021) and if payments were not made on or before 31.12.2021, there would have been a loss of around Rs.100,00,00,000/- (Rupees One Hundred Crore) which would make the project unviable. Hence, an emergent and urgent need arose to collect funds towards the premium, totalling to Rs.120,74,10,000/-, within extremely short timeline as also to resume construction.

2.23 Considering that since no member of the CoC was providing finance and huge costs were required to be incurred, inter alia, to resume construction

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2.27 In these circumstances, the Plan, the CMA and the MFA were put to vote via e-voting between 23.12.2021 (6 p.m.) and 27.12.2021 (10 a.m.).

2.28 The results of the e-voting on the Plan, the CMA and the MFA are as under: -

Sr. No.	Name of Creditor	Voting Share (%)	Voting for Resolution Plan (Voted for / Dissented / Abstained)
1.	Housing Development Finance Corporation Limited	33.25	Voted for
2.	ICICI Prudential Venture Capital Fund Real Estate Scheme I	5.71	Dissented
3.	Yes Bank Limited	2.39	Abstained
4.	ICICI Bank Limited	0.03	Abstained
5.	Beacon Trusteeship Limited - INE203S07078	1.45	Dissented
6.	Beacon Trusteeship Limited - INE203S07052	0.36	Dissented
7.	Beacon Trusteeship Limited -	0.58	Dissented

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INE203S07060			
8. Beacon Trusteeship Limited - INE203S07102	3.89		Dissented
9. Piramal Capital & Housing Finance (Firstwhile Dewan Housing Finance Corporation Limited)	17.27		Voted for
10. Beacon Trusteeship Limited - INE691X07017	1.16		Dissented
11. Infinite Buildcon Private Limited	0.50		Abstained
12. Authorised Representative of Homebuyers	33.41		Voted for

2.29 Thus, the Plan was approved by the CoC vide a separate resolution under Section 30(4) of IBC, by an overwhelming majority of 83.93%. Along with the Plan, the CMA and the MFA have also been approved vide separate resolutions and by an overwhelming majority of 83.93%.

2.30 Amongst other things, the settlement between DB and the Society was an integral part of the Plan. Draft consent terms to be executed with the

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		i.e. prior to the execution of the CMA		
Sale	1	Gr.	Gr. + 6	6
Sale	2	Gr.	Gr. + 5	5
Sale	3	Gr.	Gr. + 5	5
Sale	4	Gr. + 20	Gr. + 22	2
Society + Sale	5	Gr. + 20	Gr. + 24	4
Society + Sale	6	Gr. + 20	Gr. + 27	7
Society + Sale	7	Gr. + 27	Gr. + 29	2
Society + Sale	8	Gr. + 27	Gr. + 29	2
Sale	9	Gr. + 8	Gr. + 16	8
Sale	10	Gr. + 5	Gr. + 13	8
Sale	11	Gr. + 3	Gr. + 11	8
Sale	12	Gr. + 3	Gr. + 13	10

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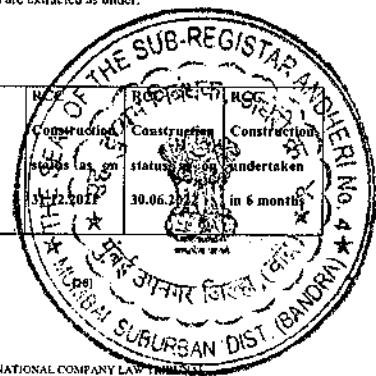
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Society were attached to the Plan. Therefore, it appears that the negotiations and efforts of the RA led to the ultimate settlement of disputes between the Society and DB and saved the Project.

2.31 Accordingly, after approval of the Plan by the CoC, the Society and DB executed Consent Terms on 27.12.2021. In terms of the said draft Consent Terms, which were attached to the Plan, two important clauses of the Consent Terms were as follows - (a) construction had to resume within 90 days from the date of the Consent Terms and (b) certain payments had to be made to the Society.

2.32 Pursuant to the approval of the CMA by the CoC, the CMA was executed on 27.12.2022 and pursuant thereto construction of the project resumed on 1st January 2022 and has been continuing since then. The RP in its Second Additional Affidavit dated 25.7.2022 in the captioned Application has set out the particulars with regard to the progress of construction as on 30.06.2022, which are extracted as under:

Type of building	Wing	Construction status as on 30.12.2021	Construction undertaken
			30.06.2022 in 6 months



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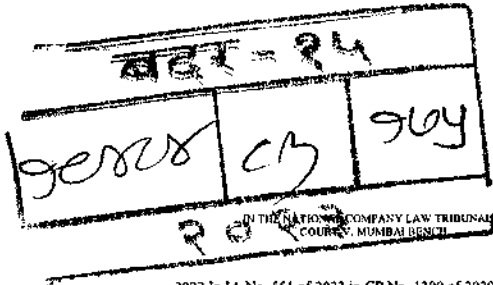
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Society +	13	Gr. + 22 / Gr.	Gr. + 23 /	13
Sale			Gr. + 13	
Sale	14	Gr. + 5	Gr. + 13	8
Sale	15	Gr. + 5	Gr. + 13	8
				96

2.33 Pursuant to the approval of the MFA by the CoC, the MFA was executed on 27.12.2021. The RP in its Second Additional Affidavit dated 25.7.2022, stated that the RA has lent Rs. 376,61,14,500/- to the Project as on 30.06.2022, under the MFA approved by the CoC on 21.12.2021, from which:

- (a) An amount approximately Rs. 121,00,00,000/- has been paid to MHADA Building Cell towards premium of Fungible FSI;
- (b) Approximately Rs. 37,20,00,000/- has been paid towards open space deficiency, staircase premium and other approval related cost;
- (c) Approximately Rs. 106,00,00,000/- has been paid to the Society; and
- (d) Approximately Rs. 112,50,00,000/- has been expended towards construction costs, working capital and project related expenses.

2.34 The avoidance application for assets / transactions, being IA No. 551 of 2022 ("IA") read with a supplemental application, being IA No. 1653 of

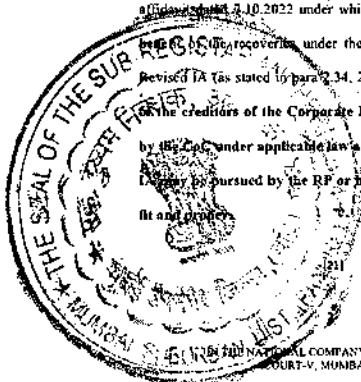


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2022 In I.A. No. 551 of 2022 in CP No. 1390 of 2020 ("Revised IA") came

to be filed by the RP on 25th February 2022 for a sum of Rs.843,40,63,554/- (Rupees Eight Hundred and Forty-Three Crore Forty Lakh Sixty Three Thousand Five Hundred and Fifty Four). Out of these, approximately Rs.840,00,00,000/- (Rupees eight hundred and forty crore) form part of the Valuation Reports prepared by Mr. Shrenik M. Doshi and Mr. Manish Jaju to value the financial assets of the Corporate Debtor.

2.35 During the course of hearing of I.A. No. 503 of 2022, I.A. No. 837 of 2022, I.A. No. 931 of 2022 and I.A. No. 808 of 2022, the objectors i.e. Beacon Trusteeship Limited and ICICI Prudential Venture Capital Fund Real Estate Scheme -I stated that Plan is bad in law because it deviated from the RFRP to the extent that the RFRP required the benefit of the avoidance applications to go to the CoC but the plan provided that it would go to the RA.

2.36 Therefore, taking an overall view of the matter, the RA filed an additional affidavit dated 7.10.2022 under which it stated that it shall not claim the benefit of the recovery under the above mentioned IA read with the Revised IA (as stated in para 2.34, 2.35) and forgoes the same in favour of the creditors of the Corporate Debtor in the manner to be decided by the CoC under applicable law and that the IA read with the Revised IA may be pursued by the RP or by the CoC or as the CoC may deem fit and proper.



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additional affidavit dated 07.10.2022 filed by the RA and is accepting the same.

2.41 Piramal Capital & Housing Finance Limited being a member of CoC has vide its letter dated 28.11.2022 addressed to the RP stated that it accepted the proposal made by the RA in their additional affidavit dated 07.10.2022 filed by the RA and authorized the RP to file letter with this Tribunal. Accordingly, the RP vide affidavit dated 30.11.2022 brought letter dated 28.11.2022 filed by Piramal Capital & Housing Finance Limited on record.

2.42 The aforesaid Affidavits i.e. affidavit filed by HDFC, the AOP and the RP were brought on record by the RP vide its additional affidavit dated 16.12.2022 filed in the captioned application.

2.43 The Adjudicating Authority has accepted the submissions made by the RA in its Additional Affidavit of 7.10.2022. In the interest of the corporate insolvency resolution process of the Corporate Debtor, the Adjudicating Authority has the jurisdictional power to direct that the Plan shall stand revised to the extent of the submissions made by the RA in its Additional Affidavit of 7.10.2022, which submissions have also been accepted by HDFC, the Association of Homebuyers and Piramal Capital & Housing Finance Limited.

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2.37 In the light thereof, the RA submitted that Clause 5.1(K) be treated as deleted from the Plan. Severing this part of the Plan is within the power of this Hon'ble Tribunal (as done in the 63 Moons-DHFL matter by NCLAT).

2.38 Additionally, under the aforesaid affidavit dated 7.10.2022 filed by the RA, the RA has stated that it will have no right to the recovery of a sum of Rs. 212,62,00,000/- (Rupees Two Hundred and Twelve Crore Sixty Two Lakhs) and the benefit, if any, will be for the CoC and to be decided by the CoC. Therefore, vide the aforesaid additional affidavit dated 7.10.2022 filed by the RA, the RA has marked a sum of around Rs. 1,052,62,00,000/- (Rupees One Thousand and Fifty-Two Crore Sixty Two Lakhs) being around 86.44% of the amount mentioned in the Valuation Reports prepared by Mr. Shrenik M. Doshi and Mr. Manish Jaju for the CoC and to be further decided by the CoC.

2.39 HDFC Limited ("HDFC") being a member of CoC has vide its Affidavit dated 29.11.2022 filed in, inter alia, the captioned application stated that it has taken note of the additional affidavit dated 07.10.2022 filed by the RA and is agreeable to the same.

2.40 Ten BKC Flat Owners AOP Trust ("AOP") being an association comprising homebuyers has also vide its Affidavit dated 30.11.2022 filed, the captioned application stating inter alia, that it has taken note of the

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2.44 The RP further stated, in Paragraph 8 of the said Affidavit dated

16.12.2022, that certain typographical errors in the Plan [Section 3 of the Plan, the Table under Clause 3.1(A), at page 389 of the captioned Application] have been corrected by the RA vide its Additional Affidavit dated 7.10.2022. In Paragraphs 9 and 10 of the said Affidavit dated 16.12.2022, the RP has clarified that he did not receive any claims from government or statutory authorities during the CIRP process, including upto the date of filing the Plan with this Tribunal under Section 30(6) of IBC. However, between September and December 2022, the RP received certain claims from the Income Tax Department and GST Department. The RP did not entertain or accept the said claims since they were filed long after the expiry of the statutory period for filing claims and were grossly belated claim filed much after approval of the proposed plan by the CoC. We find nothing wrong with the decision of the RP in this regard.

3. The dissenting Financial Creditors, being Beacon Trusteeship Limited and ICICI Prudential Venture Capital Fund Real Estate Scheme I, having voting percentage of 7.44% and 5.71% respectively, filed four applications, viz. I.A. No. 503 of 2022, I.A. No. 837 of 2022, I.A. No. 931 of 2022 and I.A. No. 808 of 2022, objecting to the approval of the Plan under Section 31 of IBC, on various grounds. These four applications were heard at length and rejected vide Order dated 2.12.2022 passed by this Tribunal.

4. Salient Features Of The Resolution Plan Are As Under:

The following payments towards CIRP costs and various classes of creditors are envisaged as part of the Plan:

A. CIRP COST

RA will make payment of CIRP Cost in priority over payments towards or settlement of claims and debts to the creditors.

B. HOMEBUYERS

(i) Unit Homebuyers

- (a) Homebuyers who have not sought for refund and/or who do not have orders for refund will be given units in the project. The details setting out terms of for this category of home buyers is mentioned in the Resolution Plan; and
- (b) The date on which the Unit Homebuyers will be given possession of their Units will be 6th June 2024, subject to the conditions mentioned in Section 2.2(V) of the Resolution Plan.

(ii) Erstwhile Homebuyers

- (a) Any of the Unit Homebuyers who have sought a refund earlier from the Corporate Debtor and/or have orders for refund in their favour against the Corporate Debtor or wish to seek refund ("Erstwhile Homebuyers"), will have to, within a period of 30 days from the COC Approval Date, elect whether they want a refund ("Election Date").
- (b) Those homebuyers who elect in writing for a refund on or prior to the Election Date will be deemed to have given up their right to the Units that had been purchased by them and will be given a refund of only the principal amount of the consideration paid by them, notwithstanding any order to the contrary.
- (c) The refund shall be payable from the proceeds received from sale of the Units that had been allotted to such Erstwhile Homebuyers. The refund shall be paid to the Erstwhile

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Limited INE203S07102			
Total	12,03,73,54,929	11,26,41,66,008	30,99,16,456
Secured Financial Creditors who do not have charge over immovable assets of Project			
Yes Bank	59,46,28,211	59,46,28,211	50,00,000
Limited ICICI Bank	79,56,494	78,26,087	65,807
Total	60,25,84,705	60,24,54,298	50,65,807
Total	12,63,99,39,634	11,86,66,20,306	31,49,82,262

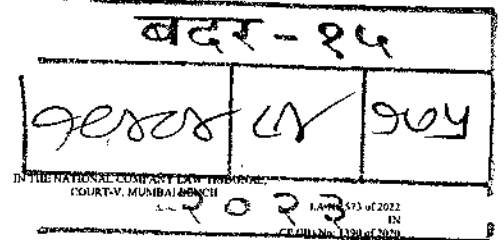
D. UNSECURED FINANCIAL CREDITORS (NON-RELATED PARTIES)

Unsecured Financial Creditor	Claims filed (INR)	Claims admitted (INR)	Amount Proposed (INR)
Dewan Housing Finance Limited Beacon Trusteeship Limited INE691X07017 Infinite Buildcon Private Limited	4,58,70,94,237	4,29,96,88,410	42,99,688
	28,91,09,589	28,81,09,589	2,88,110
	12,50,00,000	12,50,00,000	1,25,000
Total	5,06,12,83,826	4,71,27,97,999	47,12,798

E. UNSECURED FINANCIAL CREDITORS (RELATED PARTIES)

The following Unsecured Financial Creditors who are related parties will be paid NIL and the admitted debt of the following persons shall be converted

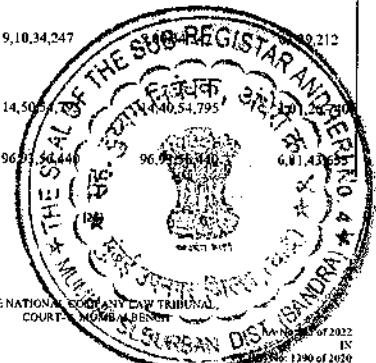
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Homebuyer or its lender (as the case may be) within 30 days of each payment received from the new buyer in proportion to the principal amount that the Erstwhile Homeowner had paid to the Corporate Debtor. In any event, all of the pending principal amount (if any) of the Erstwhile Homebuyers will be paid by 30 June 2025.

C. SECURED FINANCIAL CREDITORS (OTHER THAN HOMEBUYERS)

Secured Financial Creditor	Claims filed (INR)	Claims admitted (INR)	Amount Proposed (INR)
Secured Financial Creditors who have charge over immovable assets of Project Housing Development Finance Corporation Limited ICICI Prudential Venture Capital Fund Real Estate Scheme I Beacon Trusteeship Limited INE203S07078 Beacon Trusteeship Limited INE203S07052 Beacon Trusteeship Limited INE203S07060 Beacon Trusteeship	9,04,82,53,461	8,27,80,64,540	10,00,00,000
	1,42,25,19,000	1,42,25,19,000	10,00,00,000
	36,11,36,986	36,01,36,986	2,53,16,849
	9,10,34,247		10,212
	14,50,54,795		14,50,54,795
	96,09,54,446	96,09,54,446	6,81,43,888



into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan.

Unsecured Financial Creditor	Claims filed	Claims admitted
Sumer Radius Realty Private Limited	1,59,65,24,186	1,59,65,24,186
Radius Sumer Developers Private Limited	75,00,00,000	75,00,00,000
TOTAL	2,34,65,24,186	2,34,65,24,186

F. DISSENTING FINANCIAL CREDITORS

- (i) The dissenting Financial Creditors (who are not related parties) will be paid as per Section 30 of the Code and Regulation 38(1)(b) of the CIRP Regulations and difference between the balance portion of the admitted debt and the amount paid as per Regulation 38(1)(b) of the CIRP Regulations shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan. This will be in full and final settlement.
- (ii) Without prejudice to anything contained above, any other debt of the dissenting Financial Creditors/trade creditors appearing in the books of account of the Corporate Debtor, whether or not a claim has been filed in relation thereto, whether admitted or not, under verification, contingent or otherwise, asserted or unasserted, secured or unsecured shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan. This will be in full and final settlement.

G. OPERATIONAL CREDITORS (EMPLOYEES AND WORKMEN)

The Employees and Workmen will be paid an amount of Rs 1,51,89,094/- (Rupees One crore Fifty One Lakhs Eighty Nine Thousand and Ninety Four) ("Employees and Workmen Payment") on the Effective Date towards full payment of the Admitted Employees and Workmen Debt, and in full and

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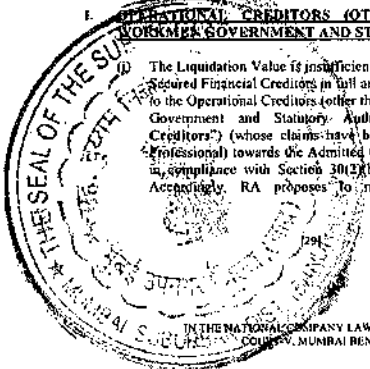
final settlement towards all amounts due and payable to them (whether towards retirement benefits, gratuity, bonus, provident fund or otherwise) in the priority prescribed under the Code. All Employees and Workmen shall be deemed to have relinquished any claim for any other dues. The appropriation of the Employees and Workmen Payment to the Employees and Workmen will be as per the claims admitted.

H. OPERATIONAL CREDITORS (GOVERNMENT AND STATUTORY AUTHORITIES)

- (i) The Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amounts payable to the Government and Statutory Authorities, in compliance with Section 30(2)(b) of the Code, would be NIL. Accordingly, RA proposes to make NIL payment to Government and Statutory Authorities in priority to any payment to any Financial Creditors, towards full and final satisfaction and discharge of Admitted Government and Statutory Authorities Debt.
- (ii) The Admitted Government and Statutory Authorities Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan. This will be in full and final settlement.
- (iii) We may add that no claims from government or statutory authorities were received by the RP during CIRP, i.e. up until the approval of the Plan by COC on 27.12.2021. RP has clarified this position in his Additional Affidavit dated 16.12.2022 in the captioned Application, at Paragraph 9 thereof. Thus, the question of payment in respect of claims by government or statutory authorities does not arise and the law laid down by the Hon'ble Supreme Court of India in *State Tax Officer v. Rainbow Papers Ltd.*, Civil Appeal No. 1661 of 2020 with Civil Appeal No. 2568 of 2020, does not apply to the instant case.

I. OPERATIONAL CREDITORS (OTHER THAN EMPLOYEES, WORKMEN, GOVERNMENT AND STATUTORY AUTHORITIES)

The Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amounts payable to the Operational Creditors (other than Employees and Workmen and Government and Statutory Authorities) ("Other Operational Creditors") (whose claims have been admitted by the Resolution Professional) towards the Admitted Other Operational Creditor Debt, in compliance with Section 30(2)(b) of the Code, would be NIL. Accordingly, RA proposes to make NIL payment to Other



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converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan. This will be in full and final settlement.

5. The Plan complies with the requirements in respect of mandatory contents of resolution plans under the IBC [Section 30(2) of IBC] read with the CIRP Regulations [Regulations 38 and 39 of CIRP Regulations]. The chart setting out the compliance forms part of the Plan and the same is extracted hereunder:

#	Source of Requirement	Description of Requirement	Resolution Plan Reference addressing such requirement
1.	Section 30 (2)(a) of Code.	Payment of the CIRP Costs in priority to the payment of other debts of the Corporate Debtor.	Section 4.1
2.	Section 30(2)(b) of the Code and Regulation 38(1) of the CIRP Regulations.	Payment of the debts of the Operational Creditors in priority to the payment of the Financial Creditors such that the amount received by them is not less than the amount to be paid to the Operational Creditors in the event of a liquidation of the Corporate Debtor.	Sections 3 and 4.
3.	Regulation 38(1A) of the CIRP Regulations.	Statement as to how the Resolution Plan has dealt with the interests of all stakeholders, including Financial Creditors and Operational Creditors of the Corporate Debtor.	Sections 3 and 4.
4.	Regulation 38(2)(a) of the	Term of the Resolution Plan and its Implementation	Sections 5 and 10.5.

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Operational Creditors in compliance Section 30(2)(b) of the Code ("Other Operational Creditor Payments") in priority to any payment to any Financial Creditors, towards full and final satisfaction and discharge of Admitted Other Operational Creditor Debt.

- (i) For the same reasons as mentioned above, the Admitted Other Operational Creditor Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan.
- (ii) Without prejudice to anything contained above, any other debt of the Other Operational Creditors/trade creditors appearing in the books of account of the Corporate Debtor, whether or not a claim has been filed in relation thereto, whether admitted or not, under verification, contingent or otherwise, asserted or unasserted, secured or unsecured shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan. This will be in full and final settlement.

J. OTHER CREDITORS

- (i) The Liquidation Value is insufficient to even satisfy the claims of the Secured Financial Creditors in full and therefore, the amounts payable to the Other Creditors (whose claims have been admitted by the Resolution Professional) towards the Admitted Other Creditor Debt, in compliance with Section 30(2)(b) of the Code, would be NIL. Accordingly, RA proposes to make NIL payment to Other Creditors in compliance Section 30(2)(b) of the Code ("Other Creditor Payments") in priority to any payment to any Financial Creditors, towards full and final satisfaction and discharge of Admitted Other Creditor Debt.
- (ii) For the same reasons as mentioned above, the Admitted Other Creditor Debt shall be converted into equity shares of the Corporate Debtor and subsequently will be subject to Capital Reduction as specified in Section 5 (Acquisition as a Going Concern) of the Resolution Plan.
- (iii) Without prejudice to anything contained above, any other debt of the Other Creditors/trade creditors appearing in the books of account of the Corporate Debtor, whether or not a claim has been filed in relation thereto, whether admitted or not, under verification, contingent or otherwise, asserted or unasserted, secured or unsecured shall be

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#	Source of Requirement	Description of Requirement	Resolution Plan Reference addressing such requirement
	CIRP Regulations.	Schedule.	
5.	Section 30(2)(c) of the Code and Regulation 38(2)(b) of the CIRP Regulations.	Mechanism regarding management and control of the affairs of the Corporate Debtor post approval of the Resolution Plan by the Adjudicating Authority.	Section 8
6.	Section 30 (2)(d) of Code and Regulation 38(2)(e) of the CIRP Regulations.	Manner of implementation and supervision of the Resolution Plan and adequate means for supervising the implementation of the Resolution Plan.	Sections 6 and 9.
7.	Section 30 (2)(e) of Code.	Declaration that the Resolution Plan is not in contravention of provisions of the Applicable Laws.	Annexed to this Resolution Plan as Format VI.
8.	Regulation 38(3)(a) of the CIRP Regulations.	Resolution Plan to demonstrate that it addresses the cause of default.	Sections 3 and 5.
9.	Regulation 38(3)(b) of the CIRP Regulations.	Resolution Plan to demonstrate that that it is feasible and viable.	Sections 3 and 5.
10.	Regulation 38(3)(c) of the CIRP Regulations.	Resolution Plan to demonstrate that it has provisions for effective implementation of the Resolution Plan.	Sections 3 and 5.
11.	Regulation 38(3)(d) of the CIRP Regulations.	Details of approvals required and the timeline for the same.	Section 10.
12.	Regulation	Ability of the Resolution	Section 1.

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#	Source of Requirement	Description of Requirement	Resolution Plan Reference addressing such requirement
	38(3)(e) of the CIRP Regulations.	Applicant has the capability to implement the resolution plan.	
13.	Section 30(1) of Code and Regulation 39(1) of the CIRP Regulations.	Disclosures and undertaking of the Resolution Applicant under Section 29A of the Code.	Annexed to this Resolution Plan as Format IIIA.

OBSERVATIONS AND FINDINGS

6. We have, with the assistance of the learned Senior Counsel for the RP, perused and verified the contents of the aforesaid chart on the compliance with the legal requirements and found the same to be in order. We also note with approval the detailed Compliance Certificate dated 10.1.2022 of the RP in Form II (under Regulation 39(4) of the CIRP Regulations 2016) that has been placed on record in the captioned Application, the Certificate demonstrates that, the Plan is in accord with the Code and the applicable regulations framed thereunder. The central aspects of our evaluation and assessment under Section 30(2) of IBC are elaborated and detailed hereunder.

a. **Section 30(2)(a) of IBC:** The standard requirement to pay CIRP costs in priority to other debts/payouts has been met by the Plan, in Clause 4.1.

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part of any Person, shall be deemed to have resigned from the Board of the Corporate Debtor, and the Board of the Corporate Debtor will be reconstituted to comprise the members of the Adani WOS ("Reconstituted Board"), and will be responsible for the supervision of the day to day affairs of the Corporate Debtor and to oversee the management of the affairs of the Corporate Debtor."

d. **Section 30(2)(d) of IBC:** The Plan specifically provides for the supervision and implementation of the Plan post-approval by this Tribunal in Segment 9 of the Plan. The Plan envisages the constitution of an Implementation and Monitoring Committee. Since the principal aspect of the resolution under the Plan is the timely construction of the buildings in the Project, the chief task of the said Committee is the review of the progress of construction and, as such, we find that the said provision is satisfactory and adequately fulfils the legal requirement. The relevant clauses of the Plan are extracted hereunder:

- 9.1 Within one (1) day from the Effective Date, an Implementation and Monitoring Committee shall be constituted and shall comprise (i) one nominee of the Resolution Applicant, and (ii) one nominee of the Homebuyers ("Implementation Committee").
- 9.2 The Resolution Applicant will inform the Implementation Committee of the construction of the Project on a quarterly basis. The Implementation Committee will, in turn, inform the Unit Homebuyers of the aforesaid progress.
- 9.3 The Implementation Committee will stand dissolved once the occupation certificate for the Radius Solid Premises has been obtained.
- 9.4 No fees will be paid to the members of the Implementation Committee for any reason whatsoever."

e. **Section 30(2)(e) of IBC:** The RA has filed the requisite formal declaration that the Plan does not contravene any law in force and the same has been annexed at Format VI to the Plan (at page 677 of the

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b. **Section 30(2)(b) of IBC and Regulation 38(1) of CIRP Regulations:**

As far as the payouts to operational creditors are concerned, they are slated to receive nothing under the Plan. This is in accordance with the liquidation value of the Corporate Debtor (computed by the duly appointed valuers as which is insufficient to satisfy the financial debts. As far as the dissenting Financial Creditors are concerned, i.e. Beacon and ICICI, the Plan envisages a payment of Rs. 10 Crores to each of them. The payment is substantially more than the total liquidation value. The Plan envisages payments to the dissenting Financial Creditors in priority over others, as per Clause 4.2(B)(3) read with Clause 10.5 of the Plan. The payment is scheduled soon after the approval of the Plan by this Tribunal, on the "Effective Date", being the date on which the Scheme of Amalgamation merging the Corporate Debtor into the wholly owned subsidiary of RA is filed with the Registrar of Companies pursuant to the approval of the Plan.

c. **Section 30(2)(c) of IBC:** The management of affairs of the Corporate Debtor post-approval of the Plan by this Tribunal has been specifically provided for in Clause 8.1 of the Plan which meets with the legal requirements of Clause 30(2)(c) of IBC.

"8.1 On the Effective Date, all the existing Directors of the Corporate Debtor, without any further action being required on the

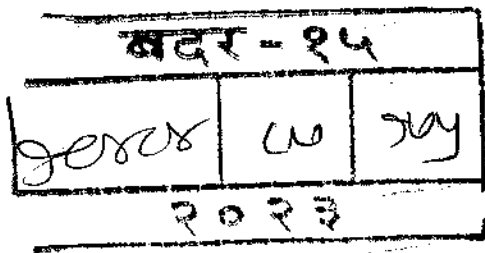


captioned Application). The objections in respect of the legality of the Plan raised by Beacon and ICICI, the dissenting Financial Creditors, have been rejected by this Tribunal vide Order dated 2.12.2022, as aforementioned, and no subsisting allegations or complaints by anyone in this regard are found.

f. **Section 30(2)(f) of IBC read with Regulations 38 and 39 of CIRP Regulations:** The key requirements under these provisions essentially speak to the feasibility and viability of the Plan and the capability of the RA. These aspects have been adequately dealt with in the Chart reproduced hereinabove and we may only add that there has not been any serious challenge to the capability of the RA, or the feasibility or viability of the Plan. Moreover, the way the RA has effectively dealt with the Society and DB, paid the outstanding amounts towards MCGM premia and other outgoings, and proceeded to resume construction under the Project as its Construction Manager pending consideration of the Plan under Section 31 of IBC, bears testimony to the feasibility and viability of the Plan as also the capability and keenness in implementation on part of the RA.

g. We note that the Plan has been approved by the COC with an overwhelming majority in the exercise of commercial wisdom. It is apparent from the perusal of the Minutes of the thirteen (13) Meetings

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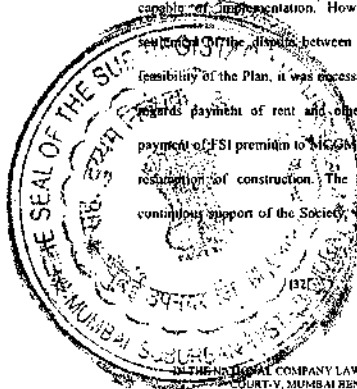


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of the COC held between 2.7.2021 and 25.12.2021 that all the decisions, steps and processes in the CIRP that have been adopted by the COC are supported by the requisite majority vote. We find that the CIRP conducted by the RP is processual legal, valid and proper. The specific objections/challenges in respect of the CIRP process raised by the Dissenting Financial Creditors have already been considered and rejected by this Tribunal *vide* Order dated 2.12.2022, as noted hereinabove

h. Our attention has been drawn to the fact that the COC has deliberated upon the Plan at great length and examined the merits of the same, in its 12th and 13th Meetings held on 21.12.2021 and 25.12.2021 (respectively) before approving the same by a majority of 83.93%. This is apparent from the Minutes of the said Meetings which have been placed on record by the RP in the captioned Application. Specifically, the COC found that the Plan was feasible and viable and capable of implementation. However, this was subject to the fulfilment of the conditions between the Society and DB. To ensure feasibility of the Plan, it was necessary to meet the strict timelines as regards payment of rent and other dues to the Society, as also payment of FSI premium to MCGM to avail of the large discount and resumption of construction. The success of Plan rested on the continuous support of the Society, who held the key to resolution in



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higher than the distribution in liquidation scenario. Besides, the Plan also fulfils the salutary objective of revival of the Corporate Debtor as a going concern.

j. This Tribunal has already upheld the COC's decision on the equitable treatment and distribution under the Plan to various classes of creditors in its Order dated 2.12.2022 and we confirm the same. We wish to emphasize that the ultimate decision on technical and commercial aspects of the Plan is that of the COC under the commercial wisdom doctrine. It is not open to this Tribunal to second-guess the merits of such decision in exercise of its power under Section 31 of IBC. This has been the consistent legal position as laid down by the Hon'ble Supreme Court of India in *K. Sashidhar v. Indian Overseas Bank*, (2019) 12 SCC 150, *Committee of Creditors v. Satish Kumar Gupta*, (2020) 8 SCC 531 and several decisions thereafter, including *Jaypee Kensington v. NBCC*, (2022) 1 SCC 401, wherein the resolution plan involved the revival of a real estate company and dealt with the interests of homebuyers and other classes of financial creditors.

k. A Performance Security of Rs. 1 Crore has been submitted by RA under Regulation 36B(4A) of the CIRP Regulations 2016 in accordance with the COC's decision on this aspect.

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this case. Withdrawal of support by the Society could result in termination of rights of DB under the Development Agreement, which would have had a cascading effect on the rights of the Corporate Debtor under the Redevelopment Agreement. This singular factor was the biggest complication in the CIRP which had to be addressed.

i. A minute consideration of the aforesaid Minutes of the 12th and 13th Meetings of the COC reveals that the majority members of the COC were conscious of the fact that the Plan was the only hope for resolution of the insolvency for the Corporate Debtor. Under the circumstances, the sole alternative to the Plan was the liquidation of the Corporate Debtor. Had the Corporate Debtor been sent into liquidation, none of the creditors would have received any substantial value, given the stressed financial position of the Corporate Debtor. In such a scenario, the Society would have terminated the Development Agreement and the Corporate Debtor would have lost all its right and interest in the Project. The Minutes of the 12th and 13th COC Meetings in particular reveal that the COC was alive to this consideration and keen on averting liquidation. Hence, the COC was intent on the successful completion of the Project which would also save the interests of the homebuyers. The approval of the Plan avoided this eventuality. It is clear that the payouts under the Plan are certainly

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1. In the light of the aforesaid, we record our satisfaction under Section 31(1) of IBC that, the Plan complies with Section 30(2) of IBC read with the applicable CIRP Regulations and has provisions for its effective implementation.

ii. In addition to the approval of the Plan, the Resolution Professional has sought approval of the Scheme Of Amalgamation as executed on 9th May 2022 (being Exhibit B-2 to the Additional Affidavit filed by Resolution Professional on 13th May 2022). Pursuant to above, this Bench hereby directs the concerned Companies, to file a Company Application, in accordance with the procedure laid down by law under Section 230-232 of the Companies Act, 2013.

ORDER

7. In the result, we pass the following order:

i. The Interlocutory Application No. 573 of 2022 is allowed, subject to the observations and findings by this Bench in I.A. 1379 of 2022 and I.A. 3411 of 2022. The Resolution Plan submitted by the RA, Adani Goodhomes Private Limited., is hereby approved. It shall become effective from the date of this Order and shall form part of this Order. It shall be binding on the RA, Corporate Debtor, its employees, members,

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creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of payment of dues arising under any law for the time being in force is due.

- ii. The approval of the Resolution Plan shall not be construed as waiver of any statutory obligations of the Corporate Debtor and shall be dealt by the appropriate Authorities in accordance with law. It is seen that the Resolution Applicant sought several dispensations, concessions and waivers. Any waiver sought in the Resolution plan shall be subject to approval by the Authority concerned in the light of the Judgment of Supreme Court in *Ghanshyam Mishra and Sons Private Limited vs. Edelweiss Asset Reconstruction Company Limited*, the relevant para's of which are extracted herein below:

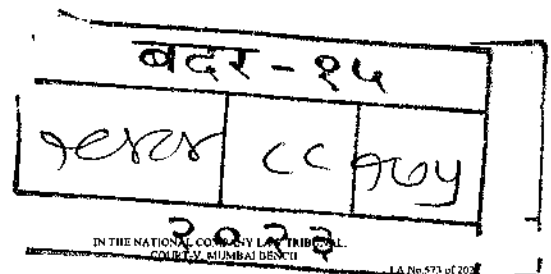
"on the date of approval of the Resolution Plan by the Adjudicating Authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan."

"95 (i) Once a resolution plan is duly approved by the adjudicating authority under sub-section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the adjudicating

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- iv. In terms of the Additional Affidavit dated 7.10.2022 filed by the RA in the captioned matter, the RA shall have no right to recover the sum of Rs. 212,62,00,000/- (Rupees Two Hundred and Twelve Crore Sixty Two Thousand) and the benefits, if any, shall be for the CoC and to be decided by the CoC.
- v. The typographical error corrected by the RA at paragraph no. 7 of the Additional Affidavit dated 7.10.2022 is noted and taken on record and the Plan shall be read accordingly.
- vi. The Memorandum of Association (MoA) and Articles of Association (AoA) shall accordingly be amended and filed with the Registrar of Companies (RoC), concerned for information and record. The Resolution Applicant, for effective implementation of the Plan, shall obtain all necessary approvals, under any law for the time being in force, within such period as may be prescribed.
- vii. The moratorium under Section 14 of the Code shall cease to have effect from this date.
- viii. The Applicant and the Monitoring Committee shall supervise the implementation of the Resolution Plan and the Applicant shall file status of its implementation before this Authority from time to time, preferably every quarter.

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authority, all such claims, which are not a part of the resolution plan shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan;

- (ii) 2019 Amendment to Section 31 of the I&B Code is clarificatory

and declaratory in nature and therefore will be effective from the date on which the Code has come into effect;

(iii) consequently, all the dues including the statutory dues owed to the Central Government, any State Government or any local authority, if not part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the adjudicating authority grants its approval under Section 31 could be continued."

- iii. In terms of the Additional Affidavit dated 7.10.2022 filed by the RA in the captioned matter, states that, the RA shall not claim the benefit of recoveries under the IA No. 551 of 2022 ("IA") read with a supplemental application, being IA No. 1653 of 2022 In IA No. 551 of 2022 in CP No. 1390 of 2020 and forgoes the same in favour of the creditors of the Corporate Debtor in the manner to be decided by the CoC under applicable law. Further the IA No. 551 of 2022 (as read with a supplemental application, being IA No. 1653 of 2022 In IA No. 551 of 2022 in CP No. 1390 of 2020, may be pleaded by the Resolution Professional or by the CoC or as the CoC may deem fit.



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- ix. The Applicant, i.e. RP, shall forthwith send a copy of this Order to the COC and the Resolution Applicant for necessary compliance.
- x. The Interlocutory Application No. 573 of 2022 is accordingly allowed in the above terms and stands disposed of.

SD/-
ANURADHA SANJAY BHATIA
MEMBER (TECHNICAL)

SD/-
KULDIP KUMAR KAREER
MEMBER (JUDICIAL)

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Annexure D

Maharashtra Real Estate Regulatory Authority
CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT
FORM 'F'
[See rule 7(2)]

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This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: TEN BKC Plot Bearing / CTS / Survey / Final Plot No.: 649, 649/1 to 649/48 at Andheri, Andheri, Mumbai Suburban, 400051* registered with the regulatory authority vide project registration certificate bearing No P51800004889 of

1. **Mig (Bandra) Realtors & Builders Private Limited** having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400011.*

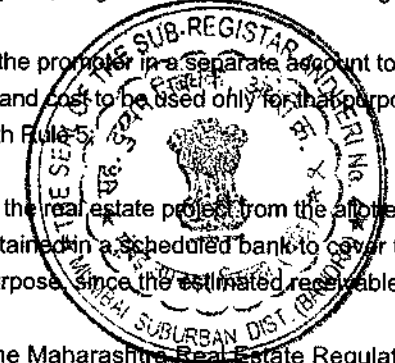
2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5.

OR

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

- The registration shall be valid up to **05/06/2024** 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: 15/02/2023

Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)
Date: 15-02-2023 15:58:20
Maharashtra Real Estate Regulatory Authority

Annexure E

Ex. Engineer Bldg. Proposal (WS)

Form 15 in 2015-15000 Form

11 Pages (14)

14/03/2016

1-C-48

CHAWA-0750037 (NEW)

1/01/2016

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

Intimation of Disapproval under Section 136 of the Mumbai Municipal Corporation Act, as amended up to date. This C.O.D./C.C. is issued subject to the provisions of City Land Use and Regulation Act, 1976

No. CHAWA-0750037 (NEW) of 20

23 SEP 2013 Municipal Office, Mumbai

MEMORANDUM

M.S.D.B. MIG Readings and Builders Pvt. Ltd.

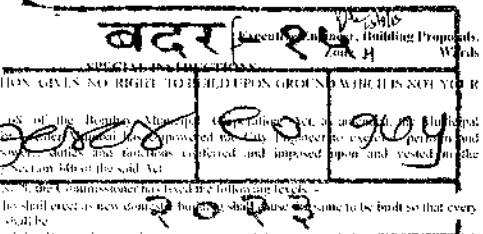
With reference to your notice, letter No. 331/3402 dated 18/3/2016 and delivered on 18/3/2016 and the plans, sections, Specifications and Description and further particulars and details of your building or proposed redevelopment of existing buildings of Madhav Income Group No.1 Group High Rise 11C on plot bearing C/S No. 49, 49/1 to 49/18 of village Bandra at Gandhi Nagar, Bandra (East), Mumbai, furnished to me under your letter dated 18/3/2016. I have to inform you that I cannot approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 136 of the Mumbai Municipal Corporation Act as amended to date any disapproval by the said reasons:-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK / BEFORE PLINTING C.C.

- 1. That the commencement certificate under section 44(9) (1) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line, with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(2) before starting the work.
3. That the low lying plot will not be filled upto a reduced level of atleast 92 F.F.D. or 6" above adjoining road level whichever is higher with marine earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout (D.P.), or access roads, development of setback land will not be obtained from L.R.C (WS) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from L.R.C (WS) L.F.S.W.D. of WS before submitting C.C.
5. That the Structural Engineer will not be appointed / Supervision memo as per appendix XI regulation 53 (a) will not be submitted by him.
6. That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

- 1. That proper gutters and down pipes are not intended to be put to prevent water dripping from the eaves of the roof on the public street.
2. That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.
Subject to your so undertaking your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 22/9/2014 day of ... 2016 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time and force.

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



- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
(2) Under Section 152 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner has the power to order any person to stop or to stop and discharge the person's duties and functions conferred and imposed upon and vested in the Commissioner under Section 146 of the said Act.
(3) Under the clause 3 of the Commissioner has levelled the following levels:-
(a) The main sewer shall be laid at a level not less than 1.5 feet above the ground level so that every part of the plot shall be above the sewer.
(b) No less than 2 feet (not less than 1.5 feet) above every portion of the ground within 5 feet (166 cms) of such building.
(c) No less than 92 F.F.D.
(d) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant for fifteen days of the completion of the occupation whichever that occurs. Thus, compliance with this provision is punishable under Section 473 of the Act irrespective of the fact that the violation of the provision will be liable to be revised under Section 167 of the Act from the earliest possible date in the current year in which the complete non-compliance is detected by the Assessor and collector's department.
(4) Your attention is further drawn to the provision of Section 153A about the necessity of submitting complete application with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 473 if necessary.
(5) The period date of commencement of work should be commenced as per requirements of Section 47C of the Bombay Municipal Corporation Act.
(6) One copy of the block plan should be submitted to the Collector, Mumbai Suburban District.
(7) Necessary permission for non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The non-agricultural assessment shall be paid of the rate thereby levied by the Collector under the Land Revenue Code and Rules thereon.

Attention is drawn to the notes accompanying this Intimation of Disapproval.



Ex. Engineer Bldg. Proposal (WS) CHAWA-0750037 (NEW)

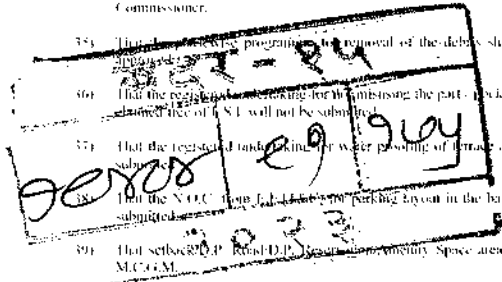
- 7) That the regular sanctioned proposed lines and reservations, C.R.Z. marking will not be got demarcated at site through A.E (Survey) / E.E. (X.C.) / E.E. (D.P.) / D.I.R. before applying for C.C.
8) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
9) That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Asst. Commissioner (East Ward) that the ownership of the setback land will not be transferred in the name of M.C.U.M. before demolition of existing building.
10) That the Registered Agreement with the existing tenant alongwith the list will not be submitted before C.C.
11) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
12) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding insurance will not be submitted before C.C. starting the work.
13) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme will not be submitted and got approved before C.C.
14) That the requirements of N.O.C. of (a) Refractive Energy (Data Power, Bil), S.G. (In) P.C.U. (In) A.A. & C. (In) East Ward, (X) S.P. (X) S.W.D., (Y) M.L.N.E., (X) H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate - B.C.C.
15) That the basement will not comply with basement rules and regulations and registered undertaking for not missing the basement will not be submitted before C.C.
16) That the qualified-registered site supervisor through architect-structural Engineer will not be appointed before applying for C.C.
17) That "All Dies Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.A. (U) (as Ward) shall not be submitted before applying for C.C.
18) That the true copy of the sanctioned layout-sub-division or amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
19) That the N.O.C. from Society alongwith certified extract of General Body Resolution for development additions and alterations will not be submitted before C.C.

- 20) That the N.O.C. from Railway Authorities, M.M.R.D.A., Highway Authority, M.O.F.E., U.D. dept. C.R.Z. clearance will not be submitted before asking for C.C.
21) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
22) That the registered undertaking in prescribed proforma agreeing to demarcate the excess area if constructed beyond permissible IS shall not be submitted before asking for C.C.
23) That the requisite premium as intimated will not be paid before applying for C.C.
24) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
25) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
26) That the Phase programme will not be got approved before asking for C.C.
27) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workmen's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
28) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
29) That the soil investigation will not be done and report thereof will not be submitted with structural design.
30) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
31) That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable IS Codes.
32) That all the columns (provisions) shall not be designed for five times the load as per IS code 1893:2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
33) That the R.C.C. framed structures, the external walls shall be less than 230 mm. if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circumscribed under No. CT 5591 of IS 4:1974.
34) That the Vermiculture bag for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste

CHEWS04770307 (NEW)

Ex. Eng. & Arch. Proposal (W.S.)
Date: 20/01/2018
Project No: 10/1/2008/CR-1
Area: 39768.50 sq.ft

Management Department of MCGM shall not be provided to the satisfaction of Municipal Commissioner.



- 35) That the debris removal program for removal of the debris shall not be submitted and got approved.
- 36) That the registration for working for the part - deck terraces - A.I.L.U.s and area claimed area of C.C. will not be submitted.
- 37) That the registered undertaking for water passing of terrace and Siltam traps shall not be submitted.
- 38) That the N.O.C. from J.L. Mech. (L.L) P&D for the provision of parking layout in the basement / podium shall not be submitted.
- 39) That setback (P. Road/D.P. Road) from the open space area shall not be handed over to MCGM.
- 40) That the Indemnity Bond for compliance of L.O.D. conditions shall not be submitted.
- 41) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 42) That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec 37(2) of MR&LP Act, 1996 under No.FPB-303/396/CR-24/2007/4-D-11 dt.06/2007 shall not be submitted.
- 43) That the authorized Pest Control Agency to give anti malarial treatment shall not be appointed in consultation with P.C.O. (H.E. East Ward).
- 44) That the N.O.C. from J.L. Mech. (L.L) P&D for the provision of artificial light, ventilation and/or A.I.L.U. shall not be submitted.
- 45) That the sheet piling along with diaphragm wall shall not be constructed taking all the precautionary measures under the strict supervision of registered Structural Engineer before actual work of basement is taken in hand after issue of C.C.
- 46) That the R.U.I. shall not be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MCOA (Act) amended upto date and the I.H. indemnifying the MCGM and its employees from any legal complications arising due to MCOA, will be submitted.
- 47) That the necessary remarks for training of mulla construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.

CHEWS04770307 (NEW)

- 48) That the debris removal deposit of Rs. 15,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is less will not be paid before further C.C.
- 49) That the 'Debris Management Plan' shall not be got approved from Executive Engineer (WV) and the conditions therein shall not be complied with.
- 50) That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted.
- 51) That remarks / specifications regarding formation level and construction of road from the office of Dy. Chief Engineer (Roads/W.S.) shall not be obtained before applying for C.C.
- 52) That the Labour welfare tax as per circular No. Dy.Ch.Eng. 366/WP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 53) The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labour/workers, issued from time to time by the department of building & other construction labour, Government of Maharashtra.
- 54) That the developer will not intimate the prospective buyer and existing tenants regarding concessions availed for deficiency in open space etc. as well as not obiding neighbourhood development with deficiency etc.
- 55) That the Registered Undertaking stating that the conditions of E.E. (E & C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system/nuisance due to mechanized system to any person shall not be submitted.
- 56) That the requirement of N.O.C. from C.A., L.L.C. & R. Act will be complied with before starting the work above plinth level and Affidavit cum-Indemnity Bond as required in No. U.C. 10 (2008) CR-1, 2008 U.C.R-1 dt. 01-3-2008 shall not be submitted by developer.
- 57) That the R.U.I. shall not be submitted by the developer stating that fungible compensatory FSI for rehabilitation component shall not be used for site component.
- 58) That the N.O.C. from the Registrar of Societies under Section 79A shall not be submitted.
- 59) That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium respectively as & when demanded by MCGM.
- 60) That the R.U.I. shall not be submitted stating that the difference of payment for additional 33% FSI shall be paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C.



CHEWS04770307 (NEW)

Ex. Eng. & Arch. Proposal (W.S.)
Date: 20/01/2018
Project No: 10/1/2008/CR-1
Area: 39768.50 sq.ft

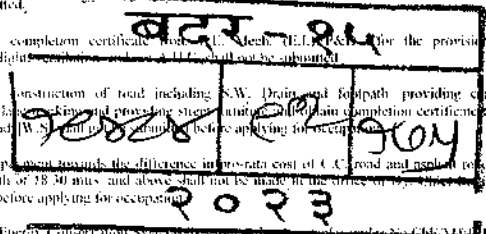
- 61) That the R.U.I. shall not be submitted regarding any adverse clarification received from Government of Maharashtra in respect of condition No.7 of Govt. notification No. FPB-303/396/CR-12/2008 U.C-11 dt. 30-1-2008 and new Govt. notification dt. 29-10-2011 re regarding consent of society / occupants regarding utilization of 0.33 FSI on pro-rata basis.
 - 62) That the letter from owner stating that they will accept the refund of additional 33% FSI premium paid, without claiming any interest thereon, if the development proposal is not approved / rejected by MCGM, shall not be submitted.
- II. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**
- 1) That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
 - 2) That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
 - 3) That the requirement of N.O.C. from C.A., L.L.C. & R. Act will not be complied with before starting the work above plinth level and Affidavit cum-Indemnity Bond as required in No. U.C. 10 (2008) CR-1, 2008 U.C.R-1 dt. 01-3-2008 shall not be submitted by developer.
 - 4) That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
 - 5) That the N.O.C. from A.A. & C. (H.E. East Ward) shall not be submitted.
 - 6) That the plinth stability certificate from R.C.C. consultant shall not be submitted.
 - 7) That the work-start notice shall not be submitted.
 - 8) That the design of the road must obtained from the Road Consultant of the office of Dy. Chief Engineer (Roads/W.S.) to carry out the construction of road upto sub-base level as per the design shall not be complied with before asking for C.C. beyond plinth.
 - 9) That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / entities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications.
 - 10) That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
 - 11) That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
 - 12) That the monthly status report shall not be submitted regularly.
 - 13) That the N.O.C. from M.O.E. shall be submitted for the area beyond 39768.50 sq.ft.

CHEWS04770307 (NEW)

- C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE D.C. :-**
- 1) That the conditions of Govt. order under No. dated shall not be complied with and that the certificate regarding compliance of conditions mentioned therein will not be submitted before submission of D.C.C.
 - 2) That the conditions mentioned in the clearance under No. dated obtained from Competent Authority under U.L.(C&R) Act, 1976 will not be complied with.
 - 3) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, over will not be provided and that the drainage system or the residential part of the building will not be affected.
 - 4) That some of drains will not be laid internally with C.F. pipes.
 - 5) That the dust bin will not be provided as per C.E.'s circular No. CE/297/H dated 26.6.1978.
 - 6) That the surface drainage arrangement will not be made in consultation with E.E. (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/D.C.C.
 - 7) That the existing well will not be covered with R.C.C. slab.
 - 8) That the 10' wide paved pathway upto staircase will not be provided.
 - 9) That the sun-drying open spaces, parking spaces and terrace will not be kept open and matted upon, and will not be levelled and developed before requesting to grant permission to occupy the Bldg. or submitting the D.C.C. whichever is earlier.
 - 10) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before D.C.C./D.C.A.
 - 11) That the entrance entrance will not be provided before starting the work.
 - 12) That the parking spaces will not be provided as per D.C.R. No. 56.
 - 13) That D.C.C. will not be obtained and DDD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
 - 14) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
 - 15) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.

- 16) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 17) That the infrastructural works such as construction of hand-holes/trunkholes, ducts for underground cables, concealed wiring inside the flats/rooms, room space for telecom installations etc. required for providing telecom services shall not be provided.
- 18) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 19) That the necessary arrangement of borewell shaft not be made/provided and necessary certificate to that effect from the competent authority shall not be obtained before C.C.
- 20) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt. notification under Sec.37(2) of M.R.T.P. Act, 1966.
- 21) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 22) That the Vermiculite bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 23) That the Drainage Completion Certificate shall not be submitted.
- 24) That the U.I. Inspector's completion certificate shall not be submitted.
- 25) That the structural stability certificate shall not be submitted.
- 26) That the Site Supervisor's completion certificate shall not be submitted.
- 27) That the smoke test certificate shall not be submitted.
- 28) That the water pooling certificate shall not be submitted.
- 29) That the final completion certificate from C.F.O. shall not be submitted.
- 30) That the N.O.C. from A.A. & C. (Hast Ward) shall not be submitted.
- 31) That the setback area shall not be transferred in the name of M.C.G.M.
- 32) That the P.R. Card for amalgamated plots in the name of applicant shall not be submitted.
- 33) That the N.A. order shall not be submitted.
- 34) That the final S.O.C. from MHADA shall not be submitted.

- 35) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 36) That the completion certificate from C.E. (Mech. ELEC. P&C) for the provision of artificial light shall not be submitted.
- 37) That the construction of road including S.W. Drain and footpath providing central dividers, parapet wall and providing street lighting shall obtain completion certificate from C.E. (Road) [W.S. and P&C] before applying for occupancy.
- 38) That the payment towards the difference in gross cost of C.C. road and asphalt road for road width of 18-30 mtrs. and above shall not be made in the office of the Chief Engineer (Roads) before applying for occupancy.
- 39) That the Energy Conservation System as specified in the Section 1063 of the Act of 2008 shall not be complied with.
- 40) That the list of documents required to be scanned and legible scanned image shall not be submitted.



D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

- 1. That the certificate under Sec 270-A of the BMC Act will not be obtained from H.F.D. department regarding adequacy of water supply.

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MIS. 1

- 1) The work shall not be started unless certificate from MIS-1 is complied with.
- 2) A certificate that latest approved plans shall be displayed on site at the time of commencement of the work and should be approved by the sanctioning authority.
- 3) Temporary permits for the placement of hoist on site should be obtained and shall be house and store by permit holder. The permit holder shall not be allowed on site. The temporary structures for storing materials should be placed at all the places below the submission of building completion certificate and a certificate issued by the sanctioning authority from the building completion certificate.
- 4) Temporary structure for construction of water supply system shall be necessary. Adequate arrangement should be provided for the disposal of sewage, where starting the system.
- 5) Water connection for the construction of water supply shall not be given until the heading is constructed and applied to the Water Division with the required deposit for the construction of entire structure over the entire structure.
- 6) The representative of the building contractor or his representative in Ward, at least 15 days prior to the start of the construction work shall be taken in hand that the water supply in the compound will be sufficient for the construction work and they will not use any Municipal Water for construction purposes. If the water supply for the purpose of the Municipal supply water has been consumed on the construction work and bills deducted from the account.
- 7) The structure of water supply system shall be constructed before starting the construction work. The structure shall be constructed before starting the construction work. The structure shall be constructed before starting the construction work. The structure shall be constructed before starting the construction work.
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Handwritten signature and date

Architect's Copy
 Vendor Copy

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/WS/0477/H/337(NEW)

21 NOV 2014

CHE/WS/0477/H/337(NEW)

Shri Shridhakar L. Jadhav
Shop No 15, B-106, Narraj Building,
Sriji Complex, Mutual Link Road,
Mumbai (W), MUMBAI-400 080

Ex. Engineer Sd/- Proposal (W.S.)
Bangs-Vard
Municipal Office, R. K. Park Marg
Bandra (West), Mumbai - 400 050

Sub: Proposed Residential Buildings on plot bearing L.S.S.
No. 649, 649/1 to 649/48 of Village Bandra (E), Gamdi
Nagar, M.I.G. Bandra (East), Mumbai. For M/s M.I.G.
C.H.S. Ltd.

Re: Your letter dated 11.11.2013

Gentlemen,

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

- 1) All the objections of this office L.O.D. under even no. dated 23.09.2013 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of D.C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as construction of hand holes / manholes, ducts for underground cables, concealed wiring inside the lifts rooms, rooms/space for television installations etc. proposed in providing relevant services shall be provided.
- 5) That the regulation No 43 and 30 of D.C Reg 1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenants.
- 7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.
- 8) That no main beam in R.C.C. framed structure shall be less than 200 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893 2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

- 10) That the R.C.C. framed structures, the external walls shall be less than 200 mm. if in brick masonry or 150 mm autoclaved rubble concrete block excluding plaster thickness as circulated under No.CE/5891 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 12) That the authorized person for the structural design and structural treatment shall be appointed in consultation with C.E.H./East Ward.
- 13) That the RUT shall be submitted by the developer to sell the tenements/flats on super area basis and to abide by the provisions of the Indemnity Bond to be submitted by the R.U. Indemnity Bond and its employees shall be submitted. The completion of RUT shall be submitted.
- 14) That the condition of revised two-lift shall be completed work.
- 15) That the C.C.C. from Civil Authority shall be submitted.
- 16) That the ... shall be submitted.
- 17) That the NOC from A.A. & C. H/East Ward shall be submitted.
- 18) That the NOC from K.E. (T&C) shall be submitted.
- 19) That the NOC from C.F.O. shall be submitted.
- 20) That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.
- 21) That all the payments shall be made.
- 22) That the single P.R. Card in the name of owner shall be submitted.
- 23) That the terms & conditions of MHADA NOC vide No. CO/MB/ARCI/NOCC/P-425/5701/2011 dtd. 16.11.2011 shall be complied with.
- 24) That the Registered Undertaking shall be submitted as stated in the concession report.
- 25) That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in progress.
- 26) That the testing of building material to be used on the subject work, shall be done and results of the same shall be submitted periodically.
- 27) That the C.C. shall be got re-endorsed.
- 28) That the Registered Undertaking in compliance with the conditions of A.A. (T & C) NOC shall be submitted. The parking area shall be maintained permanently in a state of readiness and the maintenance board indicating the C.C. shall be submitted. The cost of the system shall be submitted. The cost of the system shall be submitted.



CHE/WS/0477/H/337(NEW)

21 NOV 2014

CHE/WS/0477/H/337(NEW)

21 NOV 2014

- 30) That the work shall be carried out between sunrise and sunset only.
- 31) That the R.U.T. or Indemnity Bond shall be submitted stating that owner/developer and concerned Architect/Lic. Surveyor shall compile and preserve the following documents:
 - a) Ownership documents.
 - b) Copies of IOD, CC subsequent amendments, OCC, BOC and corresponding canvas mounted plans.
 - c) Copies of Soil Investigation Report.
 - d) R.C.C. details and canvas mounted structural drawings.
 - e) Structural Stability Certificate from Lic. Structural Engineer.
 - f) Structural audit reports.
 - g) All details of repairs carried out in the buildings.
 - h) Supervision certificate issued by Lic. Site Supervisor.
 - i) Building Completion Certificate issued by Lic. Surveyor / Architect.
 - j) R.O.C. and Completion Certificate issued by C.F.O.
 - k) Fire safety audit carried out as per the requirement of C.F.O.

The above documents shall be handed over to the end user/prospective society within a period of 30 days in case of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.

- 32) That all the structural members below the ground shall be designed considering the effect of chlorinated water, sulphur water, seepage water, etc and any other possible chemical effect and due care while constructing the same shall be taken and completion certificate to that effect shall be submitted from the Licensed Structural Engineer. In case further C.C.
- 33) That the R.U.T. shall be submitted by the owner/developer for maintaining the noise level levels as per the norms of Pollution Control Board.
- 34) That the N.O.C. from H.E.'s Department shall be submitted.
- 35) That the N.O.C. from High Rise Committee shall be submitted.

One set of plans in token of approval is enclosed herewith

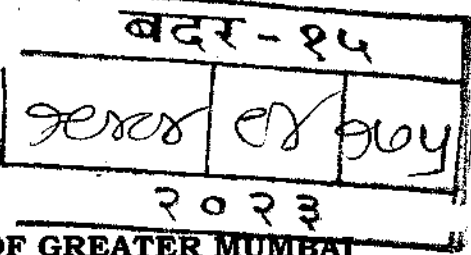
Yours faithfully

Executive Engineer
Building Proposals
(Western Suburbs) H Ward

Copy to: 1) M/s DB MIG Realtors & Builders Pvt. Ltd
C.A. to MIG CHSL Group-1
2) Assistant Commissioner, H/ East Ward
3) A.E.W.W. H/East Ward

Forwarded for information please

B.E.B.P.(W.S.) H Ward



MUNICIPAL CORPORATION OF GREATER MUMBAI
CHE/ WS/0477/H/(337)/ NEW. 08/12/2016

To,
Licensed Surveyer.
M/s.Spaceage Consultants,
Shop No.15, b-106, Natraj Bldg.,
Sristi Complex, Mulund Link Rd.,
Mulund (W), Mumbai-400 080.

Sub. : Proposed Residential Building on plot bearing C.T.S. No. 649, 649/1 to 649 /48 of Village Bandra (E), Gandhi Nagar, M.I.G. Bandra (East), Mumbai. For M/s. M.I.G. Co Housing Society Group I Ltd.

Ref : Your Online application for A. P. dated. 28.10.2016

Sir,

With reference to your above letter this is to inform you that the above plans, submitted by you are hereby approved subject to following condition:

- 1) That the all the conditions I.O.D. under even no. 29.09.2016 shall be complied with.
- 2) The Structure Stability Certificate from Structure Engineer shall be submitted for extension/additional floors.
- 3) Revised R.C.C. design and Calculation.
- 4) Pvt. Pest Control Agency.
- 5) All Payments.
- 6) Revised NOC from E.E. (T & C.) submitted before further C.C.
- 7) Revised NOC from CFO submitted before further C.C.

One set of plans in token of approval is enclosed herewith.

Yours faithfully,

**Santos
h
Sitaram
Shinde**

Digitally signed by Santos Sitaram Shinde
DN: c=IN, o=Municipal Corporation Of Greater Mumbai, ou=Building Proposal (HS-1), postalCode=400050, st=Maharashtra, 2.5.4.20=e4c65ffdc4e98747c0e7e739b88ab1230992013c66ade260b31d70b428ec6f, serialNumber=6da1942e30aaa1f6338a84c547d210556c15c16b485cd5a6cc4e300810222c16, cn=Santos Sitaram Shinde
Date: 2016.12.07 17:23:10 +05'30'

**Shivanan
d
Siddanna
Mendigeri**

Digitally signed by Shivanand Siddanna Mendigeri
DN: c=IN, o=Municipal Corporation Of Greater Mumbai, ou=Building Proposal Department, postalCode=400001, st=Maharashtra, 2.5.4.20=000e5fe769f1f984f6e46cb91342fae51c09eeaa56ab0469db e61522091cf3, serialNumber=46ff821e3b9e479c3d8595269c693579d0ca1cd4f0d0bc8c78eb58babc73af8, cn=Shivanand Siddanna Mendigeri
Date: 2016.12.07 19:16:02 +05'30'

**ASHOK
SHAMBHAJIR
AO WAKADE**

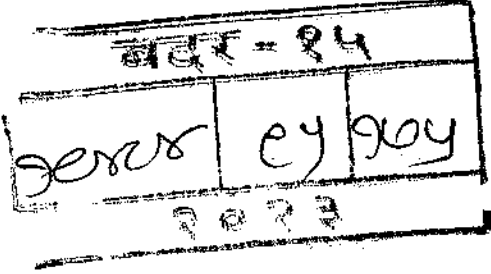
Digitally signed by ASHOK SHAMBHARAO WAKADE
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Date: 2016.12.08 12:42:26 +05'30'

S.E.(B.P.) H/E

A.E.(B.P.)W.S. H-Ward

**Executive Engineer
Building Proposals
(Western Suburbs) "H" Ward**

(This letter is Digitally Signed & Physical sign is not required)



CHE/ WS/0477/H/(337)/ NEW.

- Copy to :1] M/s. DB MIG Realtors and Builders Pvt Ltd.
DB House, Gen. A.K. Vaidya Marg,
Goregoan (E). Mumbai:-400 063
2] Assistant Commissioner, H/East Ward
3] A.E.W.W. H/East Ward
4] D.O. H/East Ward

Forwarded for information please.

**Santos
h
Sitaram
Shinde**

Digitally signed by Santos
Sitaram Shinde
DN: c=IN, o=Municipal
Corporation Of Greater Mumbai,
ou=Building Proposal (W-1),
postalCode=400050,
st=Maharashtra,
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serialNumber=8da942e90aaa1f
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5cd5a6ccc4e3008f0222c16,
cn=Santosh Sitaram Shinde
Date: 2016.12.07 17:24:02
+05'30'

S.E.(B.P.) H/E

**Shivanan
d
Siddanna
Mendigeri**

Digitally signed by Shivanand
Siddanna Mendigeri
DN: c=IN, o=Municipal Corporation Of
Greater Mumbai, ou=Building
Proposal Department,
postalCode=400001, st=Maharashtra,
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serialNumber=46f821e3b9e479c3d8
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8eb58babc73af8, cn=Shivanand
Siddanna Mendigeri
Date: 2016.12.07 19:16:39 +05'30'

A.E.(B.P.)W.S. H-Ward

**ASHOK
SHAMBHAJ
IRAO
WAKADE**

Digitally signed by ASHOK
SHAMBHAJIRAO WAKADE
DN: c=IN, o=MUNICIPAL CORPORATION
OF GREATER MUMBAI, ou=Building
Proposal, postalCode=400050,
st=Maharashtra,
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serialNumber=8bad2a9ee5d997a11c996
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49ac12116, cn=ASHOK SHAMBHAJIRAO
WAKADE
Date: 2016.12.08 12:42:53 +05'30'

**Executive Engineer
Building Proposals
(Western Suburbs) "H" Ward**



(This letter is Digitally Signed & Physical sign is not required)



MUNICIPAL CORPORATION OF GREATER MUMBAI
No. CHE/WB/0477/B/337(NEW) Date 12-01-2018

To,
Shri Shashikant L. Jadhav
Shop No. 15, B-106, Natraj Building,
Sristi Complex, Mulund-Link Road,
Mulund (W), MUMBAI 400 080

Sub : Proposed Residential Buildings on plot bearing C.T.S. No. 649, 649/1 to 649 /48 of Village Bandra (E), Gandhi Nagar, M.I.G. Bandra (East), Mumbai. For M/s. M.I.G. C.H.S. Ltd.

Ref : Your letter attached in additional document.

Gentleman,

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

- 1) All the objections of this office I.O.D. under even no. dated 23.09.2013 shall be applicable and should be complied with.
- 2) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 3) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 4) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 5) That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.

CHE/WB/0477/B/337(NEW)

prospective buyers incorporating the above conditions shall not be submitted to this office.

- 12) That the N.O.C. from High Rise Committee shall be submitted.
- 13) That the various utility structures at ground floor will be conveyed to the Society/federation of society.
- 14) That the structure will not be used for the purpose other than for which they are approved.
- 15) The owner shall not submitted RUT regarding to the conditions mentioned in 30 & 31 above.

One set of plans in token of approval is enclosed herewith.

Santosh
Ramcha
ndra
Patil
SEBP(H/E-S)

Shivanan
d
Siddanna
Mendigeri
AEBP 'H'

Yours faithfully,
ASHOK
SHAMBHAJI
RAO
WAKADE
Date: 2018.01.12
18:57:44 +05:30
Executive Engineer
Building Proposals
(Western Suburbs) H Ward

- Copy to : 1) MIG (Bandra) Realtors & Builders Pvt. Ltd.
2) Assistant Commissioner, H/ East Ward
3) A.E.W.W. H/East Ward.

Forwarded for information please.

ASHOK
SHAMBHAJI
RAO
WAKADE
Date: 2018.01.12
18:57:58 +05:30
E.E.B.P.(W.S.) H Ward

CHE/WB/0477/B/337(NEW)

- 6) That all the payments shall be made.
- 7) That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.
- 8) That the testing of building material to be used on the subject work shall be done and results of the same shall be submitted periodically.
- 9) That the C.C. shall be got re-endorsed.
- 10) That the work shall be carried out between sunrise and sunset only.
- 11) That the R.U.T. & Indemnity Bond shall be submitted stating that owner/developer and concerned architect, etc. surveyor shall compile and preserve the following documents:
 - a) Ownership documents.
 - b) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans.
 - c) Copies of Soil Investigation Report.
 - d) RCC details and canvas mounted structural drawings.
 - e) Structural Stability Certificate from Lic. Structural Engineer.
 - f) Structural audit reports.
 - g) All details of repairs carried out in the buildings.
 - h) Supervision certificate issued by Lic. Site Supervisor.
 - i) Building Completion Certificate issued by Lic. Surveyor / Architect.
 - j) NOC and Completion Certificate issued by C.F.O.
 - k) Fire safety audit carried out as per the requirement of C.F.O.

The above documents shall be handed over to the end user/prospective society within a period of 30 days in case of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc. as required as per requirement of C.F.O. A copy of the said agreement to be executed with the

E:\0477\Amended plan\11-12-18.doc



महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

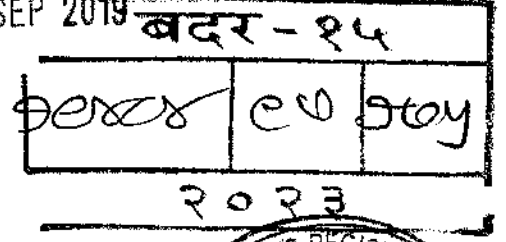
(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

AMENDED PLAN APPROVAL LETTER

No.MH/EE/(B.P.)/GM/MHADA-94/128/2019

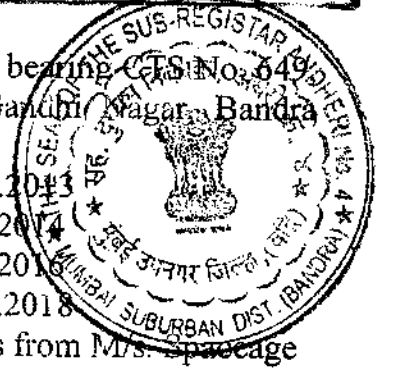
DATE: 27 SEP 2019

To,
Shri Shashikant L. Jadhav
Shop No.15, B-106,Natraj Building,
Sristi Complex, Mulund-Link Road,
Mulund (W), MUMBAI 400 080



Sub: Proposed redevelopment of residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai.

Ref: 1. MCGM/CHE/WS/0477/H/337(NEW)dtd:- 23.09.2013
2. MCGM/CHE/WS/0477/H/337(NEW)dtd:- 21.11.2014
3. MCGM/CHE/WS/0477/H/337(NEW)dtd:- 08.12.2016
4. MCGM/CHE/WS/0477/H/337(NEW) dtd:- 12.01.2018
5. Application Letter for approval of Amended Plans from M/s. Spaceage Consultants dated 06.12.2018



Dear Applicant,

With reference to your application dated 06.12.2018 for development permission and grant approval for amended plan for redevelopment of residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai under regulation no. 33(5) of DCPR 2034.

The Building Permit is granted subject to compliance of mentioned in IOD dated 23.09.2013 and following conditions:

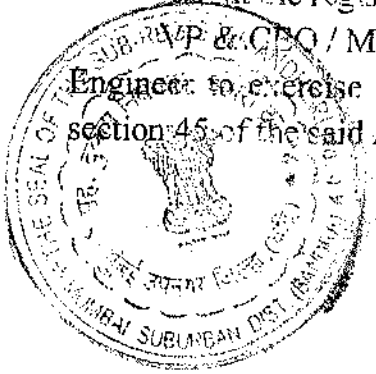
- 1) All the conditions of I.O.D. issued by MCGM under no. MCGM/CHE/WS/0477/H/337(NEW) dated 23.09.2013 and amended plans dated 21.11.2014, 08.12.2016 and 12.01.2018 shall be applicable and should be complied with
- 2) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

1/2

बंदर - २५		
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१३	१३	१३

That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.

- 4) That the requisite Payment shall be made.
 - 5) That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15.03.2018 in Dumping Ground case shall be complied with before starting demolition of structures and/or starting any construction work. NOC from SWM shall be submitted.
 - 6) That adequate safeguards are employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.
 - 7) That the debris shall be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliance of Waste/Debris Management plan shall be furnished before demolition of structures or construction work.
 - 8) That the undertaking as per Gov. order of industry energy & labour dept about the registrations of all the working labours working on site.
- Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.



--Sd--

(Dinesh Mahajan)

Executive Engineer/B.P.Cell/(GM)/MHADA

submitted in favor of information please.

- 1) Deputy Chief Engineer/BP Cell/MHADA
- ✓ 2) MIG (Bandra) Realtors & Builders Pvt. Ltd.
- 3) Asst. Commissioner (H/E) ward
- 4) A.E. W.W. (H/E) Ward

Dinesh Mahajan
27/19.

(Dinesh Mahajan)

Executive Engineer/B.P.Cell/(GM)/MHADA

Annexure E

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY



स्वातंत्र्याचा अमृत महात्म्य

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

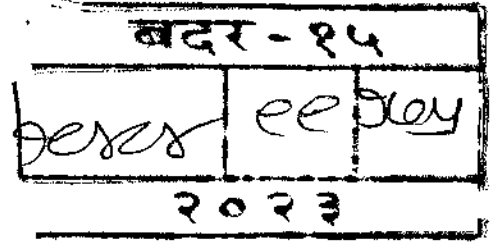
(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

AMENDED PLAN APPROVAL LETTER

No.MH/EE/(B.P.)/GMI/MHADA-94/128/2022

DATE- 09 MAY 2022

To,
ShriShashikant L. Jadhav,
M/s. M/s. Spaceage Consultants,
Shop No. 15, B-106, Natraj Bldg.
Srishti complex, Mulund-Link Road,
Mulund (w), Mumbai 40080.



Sub: - Proposed redevelopment of residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai.

Ref :- 1. MCGM/ CHE/WS/0477/H/337(NEW) dtd: 23.09.2013
2. MCGM/CHE/WS/0477/H/337(NEW) dtd: 21.11.2014
3. MCGM/CHE/WS/0477/H/337(NEW) dtd: 08.12.2016
4. MCGM/CHE/WS/0477/H/337(NEW) dtd: 12.01.2018
5. Application Letter for amended approval from M/s.Spaceage Consultants on Dated 22/03/2022.



Dear Applicants,

With reference to your application dated 22.03.2022 for development permission and grant approval for Amended plan for Proposed Redevelopment of Proposed redevelopment of residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai, under regulation no. 33(5) of DCPR 2034.

The Building Permission is granted subject to compliance of conditions mentioned in IOD dated 23.09.2013 and following conditions:

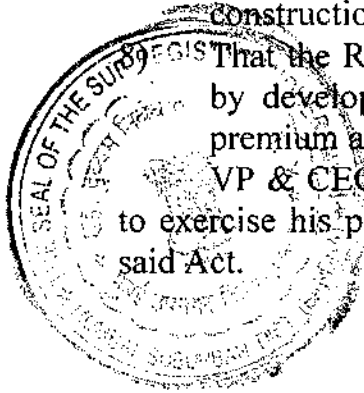
- 1) All the objections of this office I.O.D. under MCGM IOD no.MCGM/CHE/WS/0477/H/337(NEW) dated 23.09.2013 and amended plans date 21.11.2014, 03.12.2016, 12.01.2018 and 27.09.2019 shall be applicable and should be complied with.
- 2) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.

1/2

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२०२३		

- 3) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 4) That the requisite Payment shall be made.
- 5) That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case shall be complied with before starting demolition of structures and/or starting any construction work. NOC from SWM shall be submitted.
- 6) That adequate safeguards are employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.
- 7) That the debris shall be managed in accordance with the provisions of Construction and Demolition Waste Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliance of Waste/Debris Management plan shall be furnished before demolition of structures or construction work.

That the RUT shall be submitted stating that the entire Stamp duty shall be paid by developer /Owner for which he shall get the benefit of 50% reduction in premium as per the UDD GR dtd. 14.01.2021
 VP & CEO / MHADA has appointed Shri. Dinesh Mahajan/Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.



--Sd--

(Dinesh Mahajan)

**Executive Engineer/B.P./(GM)/
MHADA(W.S.)**

Copy submitted in favour of information please. Enclose Plan

- 1) Chief officer /Mumbai Board /MHADA
 - 2) Asst. Commissioner, K/West Ward/MCGM
 - 3) Dy. Che. Engineer, B.P./ (GM)/MHADA
 - 4) Executive Engineer M.B/Bandra Division
 - 5) A.E.W.W. H/ East Ward /MCGM
 - 6) A.A.&C.H/ East ward/MCGM
- ✓ Owner – MIG (Bandra) Realtors & Builders Pvt. Ltd.

(Signature)
 (Dinesh Mahajan)

**Executive Engineer/B.P./(GM)/
MHADA(W.S.)**

बंदर-१५
 १०२४ १०१ १०५
 २०२३

Annexure F

MUNICIPAL CORPORATION OF GREATER MUMBAI MAHARASHTRA
 REGIONAL AND TOWN PLANNING ACT, 1966
 No : CHE/WS/0477/H/E/337(NEW)

Ex. Engineer Bldg. Proposal (W.S.)
 H and K - Wards
 Municipal Office, R. K. Patkar Marg,
 Bandra (West), Mumbai - 400 050

COMMENCEMENT CERTIFICATE

25 APR 2016

To
 M/s D.B. MIG Realtors & Builders Pvt Ltd.
 D.B. House, Gen. A. K. Vaidya Marg
 Goregaon (East),
 MUMBAI 400 051

Sir,

With reference to your application No. 8265 dated 14.03.2011 for development permission and grant of Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. CTS No. 649, 649/1 to 649/48 of village Bandra (East), Mumbai.

The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in IOD u/r no. ChE/WS/0477 dated 23.09.2013 and following conditions.

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



Municipal Commissioner of Greater Mumbai has appointed Shri.A.S. Wakde, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is valid upto ...2-2-2016... SEP 2016

(Signature)
 Executive Engineer
 Building Proposal ("H" Ward) For
 MUNICIPAL CORPORATION GREATER MUMBAI

This Commencement certificate is for [still] carrying out the work upto [still] as per approved plan dt. 21-11-2014.

Copy to owner



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/0477/H/337(NEW)
COMMENCEMENT CERTIFICATE

To,
 D. B. Realtors & Builders Pvt. Ltd.
 D.B. House, Gen. A. K. Vaidya Marg, Goregaon (E),
 Mumbai-400 063.

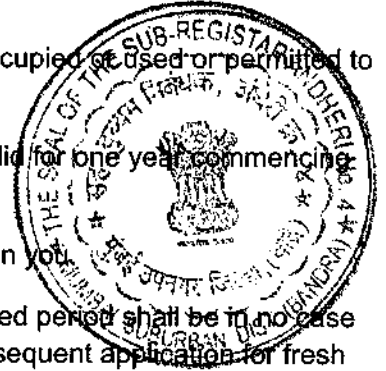
बंदर-२५		
902	904	
२०२३		

Sir,

With reference to your application No. **CHE/WS/0477/H/337(NEW)** Dated. **28/10/2016** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **28/10/2016** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **649, 649/1 TO 48** Division / Village / Town Planning Scheme No. **BANDRA-EAST** situated at _____ Road / Street. - in **H/E Ward** Ward

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

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



The Municipal Commissioner has appointed Shri. **Shivanand S Mendigeri -Asst.Eng.(B.P.) H Ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

CHE/WS/0477/H/337(NEW)

Further C.C. is now extended up to Re-endorsement of Plinth C.C. up to top of stilt as per last approved plan dtd. 08.12.2016

१५५ = १५		
१५५	१५५	१५५
१५५		

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

Assistant Engineer . Building Proposal
Western Suburb I H/E Ward Ward

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

Issued on	Valid upto	Remarks	Signature
27/12/2016	26/12/2017		
28/12/2016	-	Re-endorsement of Plinth C.C. up to top of stilt as per last approved plan dtd. 08.12.2016	



18:22:48

Name : Shivanand Siddanna
Mendigeri
Designation : Assistant
Engineer
Organization : Municipal
Corporation Of Greater
Mumbai
Date : 28-Dec-2016 18: 22:48

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
 No CHE/WS/0477/H/337(NEW)
COMMENCEMENT CERTIFICATE

To,
 MIG (Bandra) Realtors and Builders Private Limited
 D.B. House, Gen. A. K. Valdyia Marg, Goregaon (E),
 Mumbai-400 063.

Sir,
 With reference to your application No. CHE/WS/0477/H/337(NEW) Dated, 15/1/2018 for Development Permission and grant of Commencement Certificate under Section 44 & 59 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 15/1/2018 of the Mumbai Municipal Corporation Act 1988 to erect a building in Building development work of on plot No. - C.T.S. No. 649, 643/1 TO 48 Division / Village / Town Planning Scheme No. BANDRA-EAST situated at - Road / Street in H/E Ward Ward.

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

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

The Municipal Commissioner has appointed Shri. Shivanand S Mendigeri -Asst.Eng.(B.P.) H Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

For and on behalf of Local Authority
 Municipal Corporation of Greater Mumbai
 Assistant Engineer, Building Proposal
 Western Suburb | H/E Ward Ward

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

This CC is valid upto 22/9/2016

बंदर-२५	
१६/०४/१८	१०/०५
Issue On : 25/4/2016	Valid Upto : 22/9/2016
२०२३	

Remark :

As per approved plan dtd. 21/1/2014

Approved By
 Executive Engineer
 Executive Engineer

Issue On : 30/1/2018

Valid Upto : 22/9/2018

Remark :

Re-endorsement of Plinth C.C. up to top of silt as per approved plan dtd. 12.1.2018.

Approved By
 S.S. Mendigeri
 Assistant Engineer (BP)

Issue On : 6/2/2018

Valid Upto : 22/9/2018

Remark :

Further C.C. up to top of 1st floor (i.e. HL.7.71Mtr.) for Wing 10 to 12, 14 & 15 and Further upto top of 12th floor (i.e. Hl. 44.67mtr.) for Wing 5 to 9, and Wing 13 as per approved amended plan dated 12-01-2018.

Name : Shivanand S Mendigeri
 Designation : Assistant Engineer
 Organization : Municipal Corporation of Greater Mumbai
 Date : 06-02-2018 14:48

CHE/WS/0477/H/337(NEW)

Page 2 of 3 on 2/6/2018 2:20:31 PM





Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/3D-11 dt.23 May, 2018.)

FURTHER COMMENCEMENT CERTIFICATE

No. MB/EE(B.P.)/GM/MHADA-94/128 /2018

Date: 20.08.2018

To,
 Shri Shashikant L. Jadhav
 Shop No.15, B-106, Natraj Building,
 Sristi Complex, Mulund-Link Road,
 Mulund (W), MUMBAI 400 080

Sub: Proposed redevelopment of residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai.

Ref: 1. MCGM/ CHE/WS/0477/H/337(NEW) dtd:- 23.09.2013
 2. MCGM/CHIE/WS/0477/H/337(NEW) dtd:- 21.11.2014
 3. MCGM/CHIE/WS/0477/H/337(NEW) dtd:- 08.12.2016
 4. MCGM/CHIE/WS/0477/H/337(NEW) dtd:- 12.01.2018
 5. Application Letter for approval of Further CC from M/s. Spaceage Consultants dated 08/08/2018.

Sir,

With reference to your application dated 08/08/2018 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 for residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai. The

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गृहनिर्माण व क्षेत्रविकास प्राधिकरण, बंदे (पूर्व), मुंबई - ४०० ०८०
 मुंबई ४०० ०८०
 फोन नं. : २२२-२५५२०५६

Grho Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051
 Phone : 86495009
 Fax No : 022-25562058. Website : www.mhada.maharashtra.gov.in

Further Commencement Certificate / Building Permit is granted subject to compliance of mentioned in JOD dated 23.09.2013 and following conditions:

1. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.

2. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.

3. That the NOC of A.A & C/H/East ward shall be submitted before asking C.C. to the balance 15% of Built up area.

4. That the All Dues Clearance Certificate from A.E.W.W. H/East ward shall be submitted before asking C.C. to the balance 15% of Built up area.

5. If construction is not commenced; this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

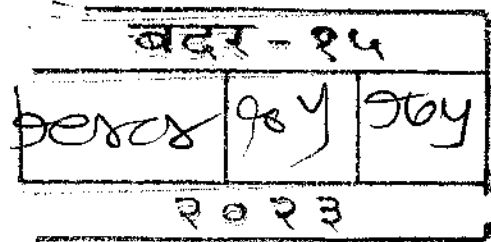
6. This Certificate is liable to be revoked by the VP & CEO /MHADA if:

a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.

c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the

2/3



development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

8. VP & CEO /MHADA has appointed Shri. Rajeev C. Sheth / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is issued for Further C.C. upto top of 1st floor of Wing 1 to 4, 10, 11, 12 & 14, 15 (i.e. 7.71 mt), Further CC up to top of 21st(pt) floors of Wing 5 (i.e. 76.71mt), Further CC up to top of 21st floor of Wing 6 (i.e. 76.71mt), Further CC up to top of 20th floors of Wing 7 & 8 (i.e. 71.55mt.) and Further CC up to top of 12nd floors of Wing 9 (i.e. 44.67mt.) and Further CC up to top of 22nd (pt) floor of wing 13 (i.e. ht. 80.07mt.) as per last approved amended plan dated 12/01/2018, by MCGM w/no. MCGM/CHIE/WS/0477/H/337(NEW).

(Rajeev Sheth)
 Executive Engineer/B.P.Cell/(GM)/MHADA

Copy submitted for information please.

- 1) Asst. Commissioner I/E Ward (MCGM)
- 2) A.A. & C. H/E Ward (MCGM)
- 3) A.E.W.W. H/E Ward (MCGM)
- 4) L.S. - M/s Spaceage Consultants

(Rajeev Sheth)
 Executive Engineer/B.P.Cell/(GM)/MHADA

3/3



Annexure F

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

वदर-१५
१५६ १०५
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महाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

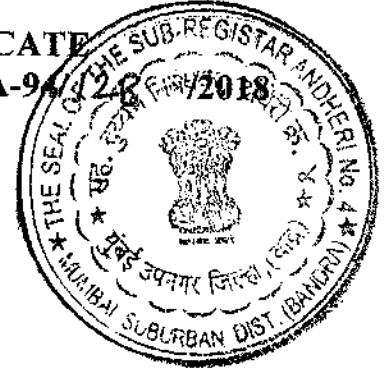
(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

FURTHER COMMENCEMENT CERTIFICATE

No.MH/EE/(B.P.)/GM/MHADA-94/228

Date: 20 NOV 2018

To,
Shri Shashikant L. Jadhav
Shop No.15, B-106, Natraj Building,
Sristi Complex, Mulund-Link Road,
Mulund (W), MUMBAI 400 080



Sub: Proposed redevelopment of residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai.

Ref: 1. MCGM/ CHE/WS/0477/H/337(NEW) dtd:- 23.09.2013
2. MCGM/CHE/WS/0477/H/337(NEW) dtd:- 21.11.2014
3. MCGM/CHE/WS/0477/H/337(NEW) dtd:- 08.12.2016
4. MCGM/CHE/WS/0477/H/337(NEW) dtd:- 12.01.2018
5. Application Letter for approval of Further CC from M/s. Spaceage Consultants dated 08/08/2018.

Sir,

With reference to your application dated 08/08/2018 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 for residential building plot bearing CTS No. 649, 649/1 to 48 of Village Bandra, MIG Colony, Gandhi Nagar, Bandra (East), Mumbai. The

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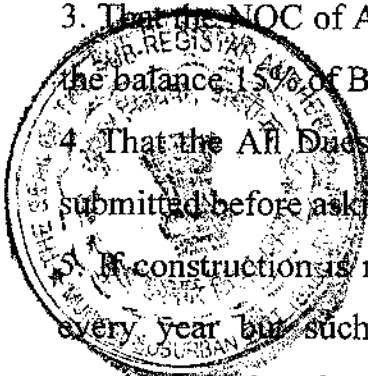
गृहनिर्माण भवन, कलानगर, बान्द्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी ६६४०५०००
फैक्स नं. : ०२२-२६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone : 66405000
Fax No. : 022-26592058 Website : www.mhada.maharashtra.gov.in

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१०४४		

Further Commencement Certificate / Building Permit is granted subject to compliance of mentioned in IOD dated 23.09.2013 and following conditions:

1. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
2. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
3. That the NOC of A.A & C H/East ward shall be submitted before asking C.C. to the balance 15% of Built up area.
4. That the All Dues Clearance Certificate from A.E.W.W. H/East ward shall be submitted before asking C.C. to the balance 15% of Built up area.
5. If construction is not commenced; this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the VP & CEO / MHADA if:
 - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.
 - c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the



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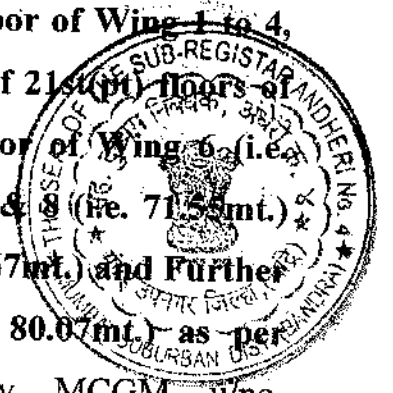
बदर - १५		
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development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

8. VP & CEO / MHADA has appointed Shri. Rajeev C. Sheth / Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is issued for **Further C.C. upto top of 1st floor of Wing 1 to 4, 10, 11, 12 & 14, 15 (i.e. 7.71 mt), Further CC up to top of 21st (pt) floors of Wing 5 (i.e. 76.71mt.), Further CC up to top of 21st floor of Wing 6 (i.e. 76.71mt), Further CC up to top of 20th floors of Wing 7 & 8 (i.e. 71.55mt.) and Further CC up to top of 12nd floors of Wing 9 (i.e. 44.67mt.) and Further CC up to top of 22nd (pt) floor of wing 13 (i.e. ht. 80.07mt.) as per last approved amended plan dated 12/01/2018, by MCGM u/no. MCGM/CHE/WS/0477/H/337(NEW).**



[Signature]
(Rajeev Sheth)

Executive Engineer/B.P.Cell/(GM)/MHADA

Copy submitted for information please.

- 1) Asst. Commissioner H/E Ward (MCGM)
- 2) A.A. & C. H/E Ward (MCGM)
- 3) A.E.W.W. H/E Ward (MCGM)
- 4) L.S. - M/s Spaceage Consultants

[Signature]

(Rajeev Sheth)

Executive Engineer/B.P.Cell/(GM)/MHADA

बदर = २५		
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NO. M4/EE/CBP/GR/MHADA-S4/128/2019

Date: 19 OCT 2019

This CC is issued for further CC upto top of 1st Floor of wing 1 to 3, 11, 12, 14 & 15 (i.e. 7.71 Mt), further CC up to top of 16th floor of wing 4 (i.e. 58.11 Mt), further CC up to top of 19th floor of wing 5 & 6 (i.e. 68.19 Mt), further CC upto top of 26th floor of wing 7 & 8 (i.e. 91.71 Mt) further CC upto top of 12th floor of wing 9 (i.e. 44.67 Mt), further CC upto top of 10th floor of wing 10 (i.e. 37.95 Mt) and full CC for 2nd floor of wing 13 as per last approved plan dated-27/09/2019.

This further CC is valid upto dt 29 SEP 2020



Adm 19/10
 EXECUTIVE ENGINEER/ PAIA
 M.H. & C. AUTHO.
 GRAY'S MANOR
 BAHADUR NAGAR, MUMBAI-400031



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No.7PB4315/157/CR-5/2015/UD-11 Dt. 23 May, 2018.)

FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-94/128/2022/FCC/1/New Date : 16 June, 2022

To
MIG(Bandra) Reakers & Developer Pvt.Ltd.
DB Central, Dr. A. L. Nair Road, Near Jacob Circle, Opp HP Petrol Pump, Gate no 3 of Rajaja Vivera next to Kalpataru Heights, Mahalakmi, Mumbai-400 011

Sub : Proposed Redevelopment of Residential Building on plot bearing C.T.S. No. 649, 649/1 to 649 /48 of Village Bandra East , M.J.G. Colony, Gandhi Nagar, Bandra (East), Mumbai.

Dear Applicant,

With reference to your application dated 06 October, 2020 for development permission and grant of Further Commencement Certificate under section 44 & 49 of Maharashtra Regional Town Planning Act, 1956 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1956 to Proposed Redevelopment of Residential Building on plot bearing C.T.S. No. 649, 649/1 to 649 /48 of Village Bandra East , M.J.G. Colony, Gandhi Nagar, Bandra (East), Mumbai.

The Commencement Certificate/Building permission is granted on following conditions.

- The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
- This Certificate liable to be revoked by the VP & CEO, MHADA if:
- If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1956.
 - The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
 - The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or

Page 1 of 3

misrepresentation and the applicant or any person deriving title through or under him in such event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1956.

- This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

VP & CEO / MHADA has appointed Sh. Dinesh D. Mahajan, Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This CC is valid upto dt. 22 September, 2022

Issue On : 25 April, 2016 Valid Upto : 22 September, 2016

Application No. : MH/EE/(BP)/GM/MHADA-94/128/2016/CC/1/Old

Remark :

Top of SM as per approved plan dated 21.11.2014

Issue On : 28 December, 2016 Valid Upto : 26 December, 2017

Application No. : MH/EE/(BP)/GM/MHADA-94/128/2016/FCC/1/Old

Remark :

Re-endorsement of Plinth C.C. up to top of silt as per last approved plan dt. 08.12.2016

Issue On : 30 January, 2018 Valid Upto : 24 April, 2018

Application No. : MH/EE/(BP)/GM/MHADA-94/128/2018/FCC/1/Old

Remark :

Re-endorsement of Plinth C.C. up to top of silt as per approved plan dt. 12.1.2018.

Issue On : 06 February, 2019 Valid Upto : 22 September, 2019

Application No. : MH/EE/(BP)/GM/MHADA-94/128/2019/FCC/1/Old

Remark :

Further C.C. up to top of 1st floor (i.e. Ht. 7.71Mtr.) for Wing 10 to 12, 14 & 15 and Further C.C. upto top of 12th floor (i.e. Ht. 44.67Mtr.) for Wing 5 to 9, and Wing 13 as per approved amended plan dated 12-01-2018.

Issue On : 20 November, 2018 Valid Upto : 22 September, 2019

Application No. : MH/EE/(BP)/GM/MHADA-94/128/2018/FCC/1/Old

Remark :

Further C.C. upto top of 1st floor of wing 1 to 4, 10, 11, 12 & 14, 15 and Further C.C. upto top of 21st (pl) floor of wing 5 (i.e. 76.71Mtr.) Further C.C. upto top of 21st floor of wing 9 (i.e. 76.71Mtr.) Further C.C. upto top of 21st floor of wing 7 & 8 (i.e. 71.55Mtr.) and Further C.C. upto top of 12nd floor of wing 10 to 12, 14 & 15 and Further C.C. upto top of 10th floor of wing 13 (i.e. Ht. 80.07Mtr.) as per last approved amended plan dated 12-01-2018.



Issue On : 19 October, 2019 Valid Upto : 22 September, 2020

Application No. : MH/EE/(BP)/GM/MHADA-94/128/2019/FCC/1/Old

Remark :

Further C.C. upto top of 1st floor of wing 1 to 3, 11, 12, 14 & 15 (i.e. 7.71Mtr.) Further C.C. upto top of 16th floor of wing 4 (i.e. 58.11Mtr.), Further C.C. upto top of 19th floor of wing 5 & 6 (i.e. 68.19Mtr.), Further C.C. upto top of 26th floor of wing 7 & 8 (i.e. 91.71Mtr.), Further C.C. upto top of 12th floor of wing 9 (i.e. 44.67Mtr.) Further C.C. upto top of 10th floor of wing 13 as per last approved plan dated 27-09-2019

Issue On : 16 June, 2022 Valid Upto : 22 September, 2022

Application No. : MH/EE/(BP)/GM/MHADA-94/128/2022/FCC/1/New

Remark :

This Further C.C. is extended upto
Wing 1 for 1st to 5th Basement + Gr. Floor + 1st to 19th Floor (Ht. 68.19 mt.);
Wing 2 and Wing 4 for 1st to 5th Basement + Gr. Floor + 1st to 22nd Floor (Ht. 76.27 mt.);
Wing 3 for 1st to 5th Basement + Gr. Floor + 1st to 20th Floor (Ht. 71.55 mt.);
Wing 5 to Wing 9 for 1st to 5th Basement + Gr. Floor + 1st to 29th floor (Ht. 101.79 mt.);
Wing 10 to Wing 13 for 1st to 5th Basement + Gr. Floor + 1st to 22nd floor (Ht. 76.27 mt.);
as per Amended approved plans Dtd. 09/05/2022.

Name : Dinesh Deoram Mahajan
Designation : Executive Engineer
Organization : Personal
Date : 16-Jun-2022 12:

Executive Engineer/B.P.Cell
Greater Mumbai/MHADA

Copy submitted in favour of information please

- Chief Officer Mumbai Board.
 - Deputy Chief Engineer /B.P. Cell/MHADA.
 - Asst. Commissioner H East Ward MCGM.
- Copy to :-
- EE Bandra Division / MB.
 - A.E.W.W H East Ward MCGM.
 - A.A. & C H East Ward MCGM
 - Architect / LS - SHASHIKANT LAXMAN JADHAV,
 - Secretary Middle Income Group CHSL



बंदर-२५		
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२०२३		

Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No.TPB4315/167/CR-51/2015/UD-11 DT. 23 May, 2018.)

C. C. REVALIDATION

No. MH/EE/(BP)/GM/MHADA-94/128/2020/CCR/1

Date : 17 November, 2022

To

MIG(Bandra) Realtors & Developer
Pvt.Ltd.

DB Central, Dr. A. L. Nair Road, Near
Jacob Circle, Opp HP Petrol Pump,
Gate no 3 of Raheja Vivarea next to
Kajpataru Heights, Mahalaxmi,
Mumbai- 400 011



Sub : Proposed Redevelopment of Residential Building on plot bearing C.T.S. No. 649, 649/1 to 649/48 of Village Bandra East , M.I.G. Colony, Gandhi Nagar, Bandra (East), Mumbai.

Ref : 1) Your application No **MH/EE/(BP)/GM/MHADA-94/128/2020/CCR/1** dated **27 September, 2022**

2) Demand Note No. **MHADA/BP/0154/2020** Dated **30 September, 2022**

Sir,

With reference to your application no at reference no. 1 regarding revalidation of CC for **Proposed Redevelopment of Residential Building on plot bearing C.T.S. No. 649, 649/1 to 649 /48 of Village Bandra East , M.I.G. Colony, Gandhi Nagar, Bandra (East), Mumbai.** , you have been informed vide Demand Note at reference no.2 for making necessary payment.

Since you have made payment for Rs. **10370** /- vide receipt No. **29222217083484** Dated **14 November, 2022**, The revalidation of CC is granted.

Now, This **CC is revalidated upto 22 September, 2023** subject to terms and conditions mentioned in the earlier approval vide No. MH/EE/(BP)/GM/MHADA-94/128/2011/IOA/1/Old dt. 23 September, 2013

✓
Name : Rupesh
Muralidhar Totewar
Designation :
Executive Engineer
Organization :
Personal

**Executive Engineer / BP Cell
Greater Mumbai / MHADA**

Copy to:

- 1) Architect / LS - SHASHIKANT LAXMAN JADHAV
- 2) The Secretary - Middle Income Group CHSL

Annexure H

बदर - १५
१२/०८/१९/१३/१०५
२०२३

WADIA GHANDY & Co.
ADVOCATES, SOLICITORS & NOTARIES
N. 42, Wadia Building, 113, Mahatma Gandhi Road, Mumbai - 400 014
Tel: 41 272 4000, 41 272 4001 Fax: 41 272 4002, 41 272 4003
E-mail: wadia@wadiaghandy.com, wadia@wadiaghandy.com

WADIA GHANDY & Co.

HL 00-10000 1/17/2023

MILK CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Re: All those pieces of parcels of land or ground bearing Survey No 341 (part), corresponding to City Survey Nos. 848 and 849/1 to 48 of Village Bantva administered 20168.40 square meters or thereabouts lying being and situated at Gandhi Nagar, Bantva (East), Mumbai - 400 891 in Municipal "W" Ward East ("land") together with the 18 buildings standing thereon bearing nos. A-1, A-2, B-3, B-4, B-5, B-6, B-7, B-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, D-17, D-18 and D-19 (since demolished) ("the said buildings") consisting of a total of 178 flats ("the said flats"). The land and the said buildings are hereinafter referred to as "the said Property".

A. INTRODUCTION:

Our client, Maharashtra Estates and Developers Private Limited, a company registered under the provisions of the Companies Act, 2013 and having its registered office at One BKC 1401, Plot No. C-66, G Block, Bantva Sports Complex, Bantva East, Mumbai 400051 ("the Company"), has instructed us to investigate its entitlement to construct and develop the said Property with M/G (Builder) Realtors and Builders Private Limited (previously known as DB M/G Realtors & Developers Private Limited), a private limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DB House, General A.K. Vaidya Marg, Goregaon (East), Mumbai - 400062 ("the Developer").

B. FACTS:

With respect to the investigation of its entitlement to construct and develop the said Property, we have undertaken the following steps, we have undertaken the following steps:

1. Inspected the original title deeds and documents in respect of the said Property filed in Part A of Annexure "C" at the Office of the Developer at DB House, General A.K. Vaidya Marg, Goregaon (E), Mumbai - 400062 on 14th September, 2016, inspected the original title deeds and documents filed in Part B of Annexure "C" at the Office

of Yes Bank Limited at the Bantva Finance Centre, Tower 2, 2nd floor, Senapati Bapat Marg, Upper Colaba (W), Mumbai - 400015 on 14th May, 2016 and inspected the original document filed in Part C of Annexure "C" at the office of Maharashtra Housing Finance Limited at 448-451, Dnyaneshwar, Phase - V, Clifton Highway on 29th September, 2016 and inspected the original document filed in Part B of Annexure "C" at the office of IL&FS Financial Centre, Flat C-23, G Block, Bantva Sports Complex, Bantva (E), Mumbai 400 051 on 27th August, 2016 and inspected the original document filed in Part E of Annexure "C" at the office of Deacon Trusteeship Limited at Sushravan Park Chambers, 4C & D, 4th Floor, Opposite MID Circle, Gandhi Nagar, Bantva (East) Mumbai 400051 on 27th August, 2016.

2. Caused searches to be taken from the year 1960 to the year 2016/17 for a period of 56 (fifty six) years for the said land at the offices of the Sub-Registrar of Assurances at Mumbai and Bantva. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being open and available. A list of documents reflected in the search report on file is annexed hereto as Annexure "A".
3. Caused searches to be undertaken at the Registrar of Companies in respect of records of the Developer and the Company on 27th September, 2016. However, searches at the records of the Registrar of Companies are subject to the availability of records at the Ministry of Company Affairs on the date of the search.
4. Perused copies of the property cards.
5. Perused the copies of the deeds, documents and applications filed in respect of the said Property, annexed hereto and marked as Annexure "B".
6. With respect to flats, which cannot be ascertained on public records, we have relied on (i) the Declaration dated 27th September, 2016 given by M/G (Builder) Realtors and Builders Private Limited and (ii) the Declaration dated 10th October, 2016 given by Maharashtra Estates and Developers Private Limited.



Attested at Mumbai, the 14th day of September, 2016.

WADIA GHANDY & Co.

WADIA GHANDY & Co.

7. Reviewed regulations in respect of the said Property on the Developer and the Company from time to time.
8. We have issued a Public Notice in the Times of India (English) and in Maharashtra Times (Marathi) on 20th September, 2016 to invite objections if any from any third person(s) and we have not received any objections and objections pursuant to the same.

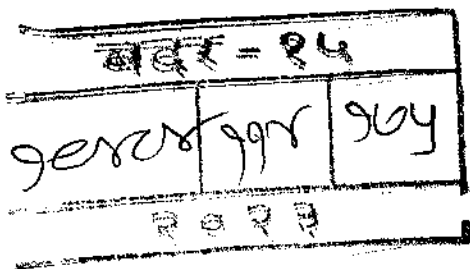
C. OBSERVATIONS:

Title

1. Maharashtra Housing Board ("MHB"), a predecessor in title of Maharashtra Housing and Area Development Authority ("MHADA") was the owner of the said land.
2. Between the years, 1962 and 1964, MHB constructed the said buildings comprising of the said flats on the said land and allotted and sold the said flats under the said "Middle Income Group Housing Scheme". MHB had allotted the said flats in the said buildings to the allottees on a "Time Purchase" basis ("the said Allottees"). The fact is evidenced in the said Development Agreement (as defined hereinafter).
3. Pursuant to the introduction of the Maharashtra Housing and Area Development Act, 1976 and Government Notification dated 27th December, 1977, MHB stood dissolved and MHADA was constituted in its place and accordingly, all the property, rights, liabilities and obligations of the MHB arising under any agreement or contract became the property, rights, liabilities and obligations of the MHADA. Hence, MHADA became entitled to the said Property that previously was owned by MHB.
4. On 14th September, 1977 the Middle Income Group Co-operative Housing Society Limited was registered as a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Register No. BGMH155/0291 and having its

registered office at Bantva behind D-17, H.L.O. Colony, Bantva (East) Mumbai 400 051 ("the Society"). The said Society acted as the successor/successors of the Flatbuy flats became members of the Society.

5. As recorded in the said Development Agreement (as defined below), the Society presently has 176 members ("the Members") having occupancy right and interest in the respective said flats and has paid up share capital of Rs. 44,00,000 comprising of 880 fully paid up shares at the face value of Rs. 50/- each.
6. The Society conducted an Annual General Meeting of all its members on 28th May 2006 and the members of the Society passed a resolution on the same day, whereby it resolved to develop the said Property. Accordingly, by and under a bid duly dated 23rd August 2006 ("the said Bid Enquiry") the Society invited tenders for redevelopment of the said Property. Pursuant to the Bid Enquiry, the Bombay Dyeing and Manufacturing Company Limited ("BDMC") had submitted the tender for redevelopment of the said Property. The Society issued a letter of intent in favour of BDMC on 2nd November, 2006. However, the letters of acceptance were issued by L & T Urban Infrastructure Private Limited, joint venture between BDMC and L & T Urban Infrastructure Limited, through BDMC. The above facts are evidenced from the said Development Agreement (as defined below).
7. By and under an indenture of lease dated 26th December, 2008 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bantva at Bantva under Serial No. BDR1-10117-2009 ("Residential Land Lease Deed") MHADA granted unto the Society the lease of all that piece and parcel of land bearing Survey No 341 (part), corresponding to C.T.S. Nos. 848 (part) and 849 (part) to 49 (part) of Village Bantva comprising of land underlain and appurtenant to the said buildings comprising 10,373.54 square meters and freehold land consisting 5533.78 square meters, together amounting 15907.32 square meters lying being and situated at Gandhi Nagar, Bantva (East), Mumbai - 400 051 in Municipal "W" Ward East ("the Residential Land") for a term of 80 years.



commencing from 16th May, 1977, in the manner and on the terms and conditions recorded therein.

8. The said agreement, with the exclusion of the Residential Land Lease Deed, by and under Deed of Sale executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR/1-20115-2000 ("Buildings Sale Deed"), MISGA conveyed, granted and assured unto the Society the said Buildings to have and hold the said Buildings as a center for residential use, in the manner and on the terms and conditions recorded therein.
9. Thereafter certain disputes between the said BDMC, L & T Urban Infrastructure Limited, L&T Bombay Developers Private Limited and the Society pursuant to which the said BDMC filed Petition under Section 9 of the Arbitration and Conciliation Act, 1996 before the Bombay High Court pursuant to which an order of adjournment was granted by the Bombay High Court against the Society on 29th March, 2010. The aforesaid Order dated 29th March, 2010 was challenged by the Society before a Division Bench of the Bombay High Court by and under Appeal No. 102 of 2010 and by and under Order dated 27th April, 2010 the Appeal was dismissed and the said Order dated 27th April, 2010 was set aside. Thereafter, the said BDMC and L&T Bombay Developers Private Limited challenged the aforesaid Order dated 27th April, 2010 before the Supreme Court of India by and under Special Leave Petition (Civil) No. 13485 of 2010 (the said SLP).

The parties thereto, jointly referred the dispute before Mr. Rahul Rao, the Sole Arbitrator under their joint letter dated 24th August, 2010 (the said Arbitration). However, a settlement was entered between the Parties on the terms and conditions set out in the Consent Terms and on the date of 09th September, 2010 (the Consent Terms) and on the said date an Award was passed by the said Sole Arbitrator in terms of the Consent Terms dated 09th September, 2010 whereunder it was decided that the said Award.



12. In the meanwhile, pursuant to the aforesaid resolution passed by the Society in its Special General Body Meeting held on 07th June 2010 the Society allowed DB Realty Limited, a public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DB House, General A K Vaidya Marg, Goregaon (East) Mumbai Maharashtra - 400062, to take over the 100% shareholding of the L & T Bombay Developers Private Limited. Accordingly, DB Realty Limited has taken over 100% shareholding of L & T Bombay Developers Private Limited from BDMC and L & T Urban Infrastructure Limited. This fact has been recorded in the Development Agreement (as defined below).
14. The name of L & T Bombay Developers Private Limited was been subsequently changed to DB MIG Realtors & Developers Private Limited on 1st October, 2010. Thereafter, name of the said DB MIG Realtors & Developers Private Limited has been changed to MAG Realtors & Developers Private Limited (the Developer) on 24th February, 2014.
15. Subsequently, by and under a Deed of Supplementary Lease dated 11th October, 2010 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR/1-09970-2010 ("RQ Plot Lease Deed"), MHADA granted unto the Society the lease of all those pieces and parcels of land designated as "Recreation Ground" and bearing Survey No. 311 (part), corresponding to CS No. 649, 65811 in old/KA administered 4,242.00 square meters being, being and state of Gandy Nagar, Bandra (East), Mumbai - 400 051 in Municipal "H" Ward East (the RQ Plot) in the manner and on the terms and conditions recorded therein and in the Residential Land Lease Deed.
16. Accordingly, the Society became a lessee in respect of the Residential Land under the Residential Land Lease Deed and RQ Plot under the RQ Plot Lease Deed and has become owner of the said Buildings under the Buildings Sale Deed. The said Land comprise of the Residential Land and the RQ Plot. The Developer has furnished to us a receipt

- (a) Memorandum of Understanding dated 09th September 2010 (the said MOU) has been executed between the Society and L & T Bombay Developers Private Limited, with respect to the re-development of the said Property and Provisions between the Society and L & T Bombay Developers Private Limited have been entered in terms of the said MOU.
- (b) Clauses Nos. 1 and 3, being the said BDMC and L & T Urban Infrastructure Limited, do not have any claim of any nature whatsoever against the Society and the Society does not have any claim against the Clauses Nos. 1 and 3.
- (c) Clauses Nos. 1 and 2, being the said BDMC and L & T Bombay Developers Private Limited, have agreed to withdraw the Arbitration Petition No. 874 of 2010 and the said SLP No. 13485 of 2010.
11. Simultaneously with the execution of the said MOU, the Society has also executed a Power of Attorney on 09th September, 2010 in favour of L & T Bombay Developers Private Limited to undertake all deeds, matters and things stated therein for the purposes of executing the aforesaid MOU and being consistent thereto in the said Arbitration, the Society, in its Special General Body Meeting held on 07th June, 2010, had passed resolution under which the Managing Committee of the Society was empowered to negotiate, execute and execute the MOU and to file various forms in the said Arbitration in the manner provided therein. Thereafter, pursuant to the resolution passed in the Special General Body Meeting of the Society, the Members had approved the said and authorized two members to discuss and execute the same with the Developer and also authorized the Chairman, Secretary and the Treasurer sign the MOU.
12. The Developer (as defined below) has adopted on the 16th October, 2010, the said Award and the Consent Terms both dated 09th September, 2010, the said BDMC and L & T Bombay Developers Private Limited the Arbitration Petition was disposed on 12th September 2010 and said SLP has been disposed on 16th October, 2010.

- dated 18th July, 2016 addressed to the MHADA recording the payment of Rs. 40/- and on behalf of the Society.
17. Pursuant to a Special General Body Meeting of the Society held on 08th October, 2010, the Society approved the drafts of the Development Agreement, Power of Attorney, Co-Deed Letter, Bank Guarantee and Indemnity in the manner provided therein and authorized any two of the following office bearers mentioned therein to execute and register the Development Agreement on behalf of the Society in favour of the Developer.
18. Thereafter by and under a Development Agreement dated 31st October 2010 executed between the Society and the Developer and registered with the Office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR/1-02477-2011, the Society granted development rights in respect of the said Property to the Developer, in the manner and on the terms and conditions mentioned therein (the Development Agreement).
19. In compliance of the terms of the Development Agreement, out of 176 members of the said Society, 174 Members executed Consent Letters in favour of the Society and the Developer concerning the terms of the said Development Agreement and agreeing to the re-development of the said Property as contained in the Development Agreement. This fact has been recorded in the Deed of Modification (as defined below).
20. By and under a Deed of Indemnity dated 04th May, 2011, executed by the Developer in favour of the Society, the Developer has agreed to indemnify the Society in the manner as stated therein.
21. In the meanwhile, by and under a resolution passed in the Special General Meeting of the Society held on June 23, 2010, the plot submitted by the Developer (as defined below) to the FSI of 3.581 with the height of 17.5 meters were approved in the manner and on the terms and conditions stated therein.

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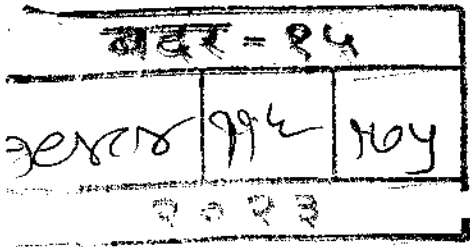
22. In the meanwhile pursuant to the resolution passed by the Society in its Special General Body meeting held on 25th May, 2014, the Society and the Developer have modified certain parts of the Development Agreement by and under the Deed of Modification dated 23rd August, 2014 executed between the Society and the Developer ("Deed of Modification"). In the manner provided therein the Deed of Modification was not registered with the Registrar under the Indian Registration Act, 1908, hence by and under a Deed of Confirmation executed between the Society and the Developer on 25th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. B04/17/0114 of 2015, the Society and the Developer have confirmed the terms and conditions of the Deed of Modification in the manner provided therein ("Deed of Confirmation"). It appears that the Society and the Developer had earlier attached only page 1 (out of 5 pages) of Annexure 9 (out of 4 pages) of Annexure 8 to the original Deed of Confirmation to the Deed of Modification. Therefore, by and under a Deed of Rectification executed between the Society and the Developer on 30th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. B04/17/0114 of 2015, the Society and the Developer confirmed the balance 4 pages of Annexure 9 and balance 3 pages of Annexure 8 to the Deed of Modification dated 23rd August 2014 as though the same were always part of the Deed of Modification dated 23rd August 2014, in the manner provided therein ("Deed of Rectification").
23. Under the Development Agreement and the Deed of Modification read with the Deed of Confirmation and the Deed of Rectification, it is otherwise provided that:
- (a) in consideration of the grant of development rights, the Developer will provide (a) Rehabilitation Premises together measuring 2,51,040 square feet carpet area together with Amenities and Common Areas to the members of the Society (in the manner as provided therein), (b) upgrade of amenities in their respective premises by way of purchase of additional carpet area by consent Member (as provided therein), (c) the Society for

- Parking Spaces and the Motor Car Parking to the Society (as described therein), (d) Handy-to Compensation to the Members in the manner provided therein (as described therein), and (e) Corpus amount to the Society as stated therein.
- (b) the Developer has also agreed to handover 450 parking spaces located in the Project to the Existing Members ("Members Parking Spaces") and 112 car parking spaces shall be handed over by the Developer to the Society for its visitors and guests ("Visitors Parking Spaces") and 1276 car parking spaces shall be allotted by the Developer to the purchasers of premises in the Project ("Developer's Parking Spaces"). The excess parking spaces over and above the aforesaid 1832 car parking spaces being the Members Parking Spaces, Visitors Parking Spaces and the Developer's Parking Spaces shall be shared between the Developer and the Society in the ratio of their respective parking spaces.
- (c) the Developer is entitled to redevelop the said Property by utilizing the FSI/DA as may be permitted under the D. C. Regulations and more particularly under Regulation 29(1) of the D. C. Regulations and MHADA Regulations on the said Property (subject to a maximum of 9,76,992 square feet FSI) together with (a) extra FSI available as on date of the Deed of Modification under D. C. Regulations ("the Project") and to secure the reclamation on such marketing of the Developer's Premises defined in the Development Agreement on its own account for its own benefit, subject to the terms and conditions provided under the Development Agreement. The form of Premises has been defined as the area not exceeding the difference between 9,76,992 square feet FSI as defined in Regulation 2.1 and the Rehabilitation Premises of 2,51,040 square feet Carpet Area, available to the Developer for erection of premises of the Development Agreement.
- (d) the Developer is entitled to undertake the marketing of the Developer's Premises by way of sale under the name



- Maintenance Ownership of Plots (Registration of the Provision of Construction, Sale, Management and Transfer) Act, 1903 ("MOFA") and enter into various Agreements with such Purchasers and on such marketing and above the full and complete proceeds to its own name and for its own benefit on such Marketing and give effectual receipts and hand over possession of the Developer's Premises to the Purchasers. The definition of Marketing under the Development Agreement means and includes the release and receipt of price by the Developer of the Developer's Premises and the ultimate sale or ownership base under the provisions of the MOFA and the Rules made thereunder and to release, accept and appropriate to meet the full and complete and give full and effectual discharge for the payments received and to execute necessary deeds, documents, contracts, agreements in this regard.
24. Under the aforesaid resolution passed by the Society in its Special General Body meeting held on 25th May, 2014, the revised plans submitted by the Developer as approved by the Architect of the Society were approved in the manner provided therein.
25. The Developer has informed us that on 26th August, 2014, the Developer issued a notice to usual to 178 members of the Society asking upon them to vacate their respective flats and handover in the manner provided therein.
26. Under the Development Agreement it was agreed that the Developer shall handover to the Society, the cheques of the amounts mentioned as 1st and 2nd installments of the handy-to compensation payable to the Members simultaneously with the receipt of the notice to vacate in the manner as provided in the Process Note attached as Annexure -10 to the Deed of Modification with a condition that the Society shall deliver the cheques towards the 3rd installment to the respective Members only upon 150 members vacating and depositing keys of their respective flats with the Society. However, by and under Letter dated 29th November 2014 addressed by the Developer to the Society the Developer has permitted the Society to deliver the cheques towards the

- 3rd installment to the Members simultaneously with the deposit of their respective keys of their flats with the Society instead of delivering the cheques only after 150 Members vacating and depositing their respective keys with the Society.
27. Also under the terms of the Development Agreement, it was agreed that upon 150 flats being vacated, the Developer was required to furnish the Performance Guarantee. However, by and under Letter dated 11th February, 2015, the Developer has waived the provision requiring the Developer to furnish the performance guarantee until upon 150 Members vacating their respective flats and depositing their keys with the Society and stated inter-alia that the Developer is ready and willing to furnish the performance guarantee at the aforesaid 150 Members vacating their respective flats and depositing their keys with the Society as provided in the Deed of Modification.
28. By and under Letter dated 12th February, 2015 addressed by the Developer to the Society, the Developer, inter-alia, requested the Society to assist the Developer in obtaining the offer letter from MHADA for utilization of up to 4.5 FSI from December 31, 2014 (as required under the Deed of Modification) by December 31, 2015.
29. The Society has, in its Special General Body meeting held on 12th April, 2015, resolved to grant consent in respect of the deed request made by the Developer for extension of time for obtaining offer letter from MHADA in respect of 4.5 FSI and also the deletion of condition (c) as to delivering the cheques simultaneously with the deposit of their respective keys of their flats with the Society.
30. The Developer has informed us that the Society has, in its Special General Body meeting held on 15th April 2015, duly undertaken execution of the keys to be constructed in the Project to the Members and on 14th May, 2015 has given notice of completion to all the Members in respect of their respective premises in the Project and the Developer has confirmed such statement made by the Society.



31. By and under a Bank Guarantee dated 8th May, 2015, issued by Yes Bank Limited in favour of the Society at the request of the Developer, Yes Bank has undertaken to pay a sum not exceeding Rs 60,00,00,000/- (Rupees Sixty Crores) to the Society upon a demand made by the Society in respect of amounts due to/for/for of the Developer to undertake and perform the original and confirmed obligations of the Developer under the Development Agreement (the Performance Guarantee). On 29th June, 2015 the Developer handed over the Performance Guarantee to the Society and simultaneously, the Society handed over keys in respect of 148 units to the Developer.
32. In the meanwhile, 20 members of the Society along with 3 other residents filed Suit No. 434 of 2015 (the said Suit) before the Bombay High Court against, inter-alia, the Developer and the Society seeking prayers as mentioned therein. The Plaintiffs in the said Suit also took out a Notice of Motion No. 440 of 2015 seeking prayers as mentioned therein. By and under Order dated 23rd March, 2015 passed by the Hon'ble Bombay High Court the said interim reliefs as sought by the Plaintiffs were rejected. Subsequently, the disputes were settled between the Developer and the Plaintiffs and Consent Terms were filed before the Bombay High Court on 2nd July, 2015 and pursuant to the same, the said Suit has been withdrawn.
33. On the date of filing of the Consent Terms, the said 20 members of the Society and 2 (two) other Members have accepted the Notice to Vacate issued by the Developer on account of which, the Developer has informed that a total of 176 Members out of 176 Members have accepted the Notice to Vacate. The Developer has informed us that all the 22 Members have vacated the respective flats by 14th September and handed over the same to the Developer.
34. The Developer has filed Suit (S) No. 756 of 2015 seeking, inter-alia, a declaration of the Development Agreement dated 31st October 2010 and the Deed of Modification dated 23rd August 2014 for the said Property in void and voiding on the grounds that sections 4 and 8 thereof do not bind the key members in respect of the flats Nos. A2/13, B5/40 and D19/164 and the occupants thereof who were yet to vacate and handover possession of their respective flats to the Developer to enable the Developer to commence redevelopment of the said Property as envisaged under the said Development Agreement and Deed of Modification. The Developer also took out a Notice of Motion (L) No. 2044 of 2015 in the said Suit praying for such reliefs as more particularly stated therein. By and under Order dated 8th August, 2015, as modified by further Orders dated 16th August, 2015 and 19th August, 2015, the Bombay High Court has, inter-alia, rejected the prayers and the occupants of the said Flat Nos. A2/13, B5/40 and D19/164 to vacate the flats no later than 7th September 2015, or earlier, if possible. The said Suit (L) No. 756 of 2015 is pending. The Developer has informed us that by 7th September 2015, all the occupants of Flat Nos. A2/13, B5/40 and D19/164 have handed over vacant possession of their respective flats to the Developer.



(D) hereto. The area shown under Property Register Card for CTS No. 648 is 22585.90 square meters while the area shown under Property Register Card for CTS No. 6491 is 646.46 square meters i.e. 2.11% of the area. The Property Register Cards in respect of the said Land reflect the name of AMADA. The Developer has informed us that in view of the error in the areas reflected in the Property Register Cards, the Society has made an application before the City Survey Officer for rectification of the Property Register Cards which is pending.

Mortgages

Mortgage Created by the Developer

39. By and under a Deed of Mortgage dated 28th December, 2015 executed between the Developer (as Borrower 1), Geem Hotel & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Dehru-4 under Serial No. 100872015, the Developer has created mortgage in respect of a portion of Developer's Premises corresponding to carpet area aggregating 4,77,618 (Four Lakh Seventy Seven Thousand Five hundred Seventy Six) square feet to be developed on the said Property and more particularly described in Schedule III thereto, in the manner and on the terms and conditions stated therein (the Yes Bank Mortgage).
40. By and under Deed of Supplemental Mortgage cum Rectification dated 18th April, 2016 executed between Developer (as Borrower 1), Geem Hotel & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Dehru-4 under Serial No. 35612016, in view of errors in the details of the mortgaged properties stated in Schedules I, II and III of Deed of Mortgage dated 28th December, 2015, the Parties have, inter-alia, restated Schedule I, II and III of the Deed of Mortgage dated 28th December, 2015, in the manner provided therein.
41. Also, by and under Deed of Further Supplemental Mortgage Deed dated 10th September, 2016, executed between Developer (as Borrower 1), Geem Hotel & Realty Private Limited

42. By and under Agreement Relating to Redevelopment dated 31st March, 2016 executed between the Developer and the Company and registered with the office of Sub-Registrar of Assurances of Mumbai at Dehru-6 under Serial No. 30912016 read with Letter of Intent then executed between the Developer and the Company and the Supplemental Agreement dated 28th August 2016 registered with the office of Sub-Registrar of Assurances of Mumbai at Dehru-2 under Serial No. BDR-4/1771/2016, the Developer has agreed to undertake redevelopment of this Project with the Company, in the manner and on the terms and conditions as stated therein (the said Agreement).
- Property Register Cards**
37. We have perused Property Register Cards dated 10th August, 2016 in respect of the said Land, the details of which are set out in Annexure

hereto referred to as "Dehru-2" and Yes Bank Limited (Borrower) referred to as "Lender" and registered with the Office of Sub-Registrar of Assurances, Mumbai at Dehru-4 under Serial No. 63472016. The Parties have revised the mortgaged properties in view of the Supplemental Agreement dated 28th August 2016 executed between the Developer and the Company.

Mortgages Created by the Company

41. By and under a Debitum Trust Deed dated 10th June, 2016 registered with the Office of the Sub-Registrar of Assurances under No. BDR-4-6474 of 2016 executed by and between the Company (Person referred to as the "Company") of the First Part, Mr. Sanjay Chhabra (Banker) referred to as the "Promoter" of the Second Part and HAPS Trust Company Limited (herein referred to as the Debitum Trustee) of the Third Part, the Company, inter-alia, issued 7,49,896 secured, interest, non-convertible debentures of face value Rs. 1000/- each aggregating to Rs. 74,98,96,000/- (Rupees Seventy Four Crores Eighty Nine Lakh Ninety Five Thousand) and mortgaged 25 (Twenty Five) units to be constructed on the said Land having an aggregate carpet area of 27,134 square feet equivalent to 45,054 square feet saleable area along with amenities/facilities provided along with each of these units more specifically described in Annexure-2 therein (VICI Financial Mortgage).
42. By and under a Debitum Trust Deed dated 24th June, 2016 registered with the Office of the Sub-Registrar of Assurances under No. BDR-4-3750 of 2016 executed by and between the Company (herein referred to as the "Company") of the First Part, Mr. Sanjay Chhabra (herein referred to as the "Promoter") of the Second Part and Beacon Trustee Company Limited (herein referred to as the Debitum Trustee) of the Third Part, the Company, inter-alia, issued 400 (Four Hundred) secured, non-convertible, debentures of face value Rs. 10,00,000/- each aggregating to Rs. 40,00,00,000/- (Rupees Forty Crores) and mortgaged 14 (Fourteen) units to be constructed on the said Land having 14,484 square feet carpet area equivalent to saleable area of 24,000 square feet along with right to use 28 car parking spaces (Trust Capital Mortgage).

43. By and under a Mortgage Deed dated 30th August, 2010 registered with the Office of the Sub Registrar under Serial No. BDR-47784 of 2010 executed by and between the Company (herein referred to as the Mortgagee) and Indrabahi Housing Finance Limited (herein referred to as the lender), the Company mortgaged in favour of Indrabahi Housing Finance Limited a first ranking and successive charge and mortgage over 100% of all the future shares, entitlement, rights, title, and/or interest of the Company in the project to be developed on the said land (and including the 200 units under construction having a 10,402 square feet built up area i.e. 3,25,502 square feet carpet area together with 534 car parking spaces and proportionate undivided share, right, title and/or interest in the said land, common areas and common facilities (Indrabahi Mortgage)).

44. As per the search conducted at the website of the Ministry of Corporate Affairs on 29th September, 2019, same as also on the Yes Bank Mortgage, the NCDI Residential Mortgage, Term Capital Mortgage and the Indrabahi Mortgage (hereinafter collectively referred to as the said Mortgages), there are no other mortgages, charges or encumbrances affecting the said development rights in respect of the said Property.

Development Plan Remarks

45. By and under letter dated 1st October, 2010 bearing No. CHEB31/DPMV/S&M, issued by the MCDM in respect of land bearing C.T.S. No. 649 of Village Bandra-East, it is reflected that land bearing C.T.S. No. 649 of Village Bandra East is situated in the Residential Zone and there are no reservations or designations affecting and abutting the land and there are no O.P. Roads affecting the land.

Pending Litigations

46. The details with respect to the pending litigation proceedings are set out herebelow -
46. Suit (L) No. 758 of 2015 filed before the Bombay High Court by the Developer
As described in paragraph 35 above, the said Suit (L) No. 758 of 2015 filed before the Bombay High Court by the Developer is pending.

(4) **Writ Petition (L) 3528 of 2015 filed before the Bombay High Court**
The Developer has filed Writ Petition (L) 3528 of 2015 filed before the Bombay High Court for, inter-alia, challenging the levy of (a) extra infrastructure charges in a sum of Rs. 13,74,06,144/- (Rupees Thirteen Crores, Seventy four Lakh Ninety Six Thousand One Hundred and Forty Four Only), levied by MHADA under its revised offer letter dated 21st August 2015, and (b) development charges in a sum of Rs. 11,52,32,850/- (Rupees Eleven Crores Fifty Three Lakh Thirty Two Thousand Six Hundred and Fifty Only) levied by MCGM under its letter dated 21st January, 2016.

By and under Order dated 22nd December, 2016, the Bombay High Court has stayed the demand of the (a) extra infrastructure charges in a sum of Rs. 13,74,06,144/- (Rupees Thirteen Crores, Seventy four Lakh Ninety Six Thousand One Hundred and Forty Four Only), levied by MHADA. Also by and under order dated 10th February, 2019, the Bombay High Court has stayed levy of the development charges and has directed the Respondents to process the applications for development of the said Property, including NOC, CC, OC, The Writ Petition is pending.

(b) **Writ Petition (L) 758 of 2015 filed before the Bombay High Court**
The Developer has filed Writ Petition (L) 758 of 2015 filed before the Bombay High Court for, inter-alia, challenging clause 10 of the JOD issued by MCGM which states that the Respondent Agreement with its existing tenant along with the list will not be submitted before the CC. By and under Order dated 15th April, 2016, as modified by Speaking in the Minutes dated 20th April, 2016, the Bombay High Court directed MCGM to proceed with the application for Commencement Certificate without relying on Clause 10 of the JOD preferably within a period of three weeks thereafter. The Writ Petition is pending. However, as mentioned below, MCGM has issued Commencement Certificate on 25th April, 2019.

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(5) **Dispute No. CC01492 of 2010 filed before the Hon'ble Co-operative Court No. 11, Mumbai** in the matter of: Shalika Patilkar and Mrs. Y. Mithala Income Group CHSL (Group 1) and One.

On 8th October, 2010 Mrs. Shalika Patilkar, being the Disputant, filed a complaint in the Hon'ble Co-operative Court, Mumbai, bearing Dispute No. CC01492 of 2010 against the said Society being Opponent No. 1, Mrs. Madina Patilkar being Opponent No. 2, MHADA being Opponent No. 3 and the Developer being Opponent No. 4 (shareholders in the aforementioned complaint Mrs. Shalika stated she is one of the owners and shareholders in respect of Flat No. A-213 on the 2nd Floor situated in MID Colony, Gandhi Nagar, Bandra (E) and she made payment of Rs. 2,404 as earnest money and Rs. 251.50 as monthly instalments per month for 15 years to the Maharashtra Housing Board. Mrs. Shalika Patilkar has earlier prayed before the Hon'ble Co-operative Court, Mumbai that the Share Certificate with respect to the said Flat be issued exclusively in her name and that Opponent Nos. 1 and 2 be directed amount the Sale Deed dated 24th December, 2008 to the effect that it reflects the names of the Plaintiffs. The Hon'ble Co-operative Court, Mumbai has not passed any order with respect to the aforementioned Complaint and there is the Complaint is still pending.

The Bombay High Court has, under stayed Order dated 6th August, 2015, as modified by further Orders dated 10th August, 2015 and 10th August, 2015 passed in favour of Motion (L) No. 2046 of 2015 in the Suit (L) No. 758 of 2015, directed, inter alia, that the said Shalika and other two owners being Shalika Patilkar and Madina Patilkar will be entitled to temporary administrative accommodation in the Unit No. 213 as is being made available to all other occupants in the Society. The Census cannot be conducted in the High Court and the matter is to be referred to the Society for its decision. The matter is to be referred to the Society for its decision. If in the above dispute and the statement of the parties, the recommendation will be made in favour of the Co-operative Society and the said Shalika, Shalika Patilkar and Madina Patilkar will be entitled to possession of the Unit No. 213 as is being made available to all other occupants in the Society.



Annexure

47. By and under an Offer Letter dated 4th March, 2011 bearing No. COAS/AR/NOCCF-425/20/2011 ("First Offer Letter") addressed to the Society, MHADA allotted additional buildable area of 20,418.20 square meters for residential use (the total built up area being 127,68.20 square meters) to the Society in the manner and subject to the terms and conditions recorded therein. In this regard, we have seen records of a sum of Rs. 90,79,51,142/- under two separate instalments dated 4th March, 2011.

48. Thereafter, pursuant to all requirements being fulfilled by the Society, by and under a letter dated 10th November, 2011 bearing No. COAS/AR/NOCCF-425/10/2011 ("First MHADA NOC"), MHADA has given its no objection for the development of the said Property by utilizing 20,418.20 square meters of built up area in the manner and subject to the terms and conditions recorded therein.

49. Subsequently, by and under Offer Letter dated 31st December, 2012 bearing No. COAS/AR/NOCCF-425/20/2012 addressed to the Society ("Second Offer Letter") MHADA allotted of additional built up area of 12,348.02 square meters over and above the aforesaid 20,418.20 square meters of built up area, as per 2.5 FSI in the manner and subject to the terms and conditions recorded therein.

50. Also, by and under Offer Letter dated 20th April, 2013 bearing No. COAS/AR/NOCCF-425/13/2013 addressed to the Society ("Third Offer Letter"), MHADA allotted an additional built up area of 17,012.15 square meters for residential use over and above the aforementioned 20,418.20 square meters via the First MHADA NOC and 12,722.17 square meters (12,348.02 square meters + 1168.00 square meters from 2nd FSI quota) as per the Second Offer Letter, in the manner and on the terms and conditions recorded therein.

51. Thereafter, MHADA has, by and under its revised Offer Letter dated 27th August, 2013 bearing No. COAS/AR/NOCCF-425/182/2013 has extended time limit for payment in respect of additional built up area of 13,722.17 square meters situated in the Second Offer Letter for a

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ANNEXURE 'A'

List of Registered Documents Referenced in the Search Report

- 1 Lease Deed dated 24th December, 2009 registered with the Office of the Sub Registrar of Assurances under Serial No. BDR-1/1122009 executed by and between MHADA and the Middle Income Group Cooperative Housing Society Limited (Group-1)
- 2 Deed of Conveyance dated 24th December, 2009 registered with the Office of the Sub Registrar of Assurances under Serial No. BDR-1/1132009 executed by and between MHADA and the Middle Income Group Cooperative Housing Society Limited (Group-1)
- 3 Lease Deed dated 1st October, 2010 registered with the Office of the Sub Registrar of Assurances under Serial No. BDR-4/99702010 executed by and between MHADA and the Middle Income Group Cooperative Housing Society Limited (Group-1)
- 4 Development Agreement dated 31st October, 2010 registered with the Office of the Sub Registrar of Assurances under Serial No. BDR-4/24772011 executed by and between the Middle Income Group Cooperative Housing Society Limited and DB (MIG) Realtors and Builders Private Limited
- 5 Indemnity Bond dated 21st May, 2015 registered with the Office of the Sub Registrar of Assurances under Serial No. BDR-1/242612015 executed by MIG (Bandra) Realtors and Builders Private Limited.
- 6 Affidavit dated 8th July, 2015 registered with the Office of the Sub Registrar of Assurances under Serial No. BDR-4/50242015 executed by MIG (Bandra) Realtors and Builders Private Limited.
- 7 Deed of Confirmation executed between the Society and the Developer on 28th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-1/28114 of 2015
- 8 Deed of Rectification to the Deed of Confirmation executed between the Society and the Developer on 20th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-1/28119 of 2015

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- 9 Deed of Mortgage dated 28th December, 2015 executed between the Developer (Borrower 1), Guan Hotels & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 100972015
- 10 Deed of Supplemental Mortgage cum Rectification dated 18.04.2016 executed between Developer (as Borrower 1), Guan Hotels & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 25842016
- 11 Agreement Relating to Redevlopment dated 31st March, 2016 executed between the Developer and the Company and registered with the office of Sub-Registrar of Assurances of Mumbai at Andheri-6 under Serial No. 30032016
- 12 Debenture Trust Deed dated 19th June, 2016 executed by and between the Company, Mr. Sanjay Chhabra and IL&FS Trust Company Limited registered with the Office of the Sub-Registrar of Assurances under No. BDR-4-5478 of 2016
- 13 Debenture Trust Deed dated 2nd June, 2016 executed by and between the Company, Mr. Sanjay Chhabra and Beacon Trustee'ship Limited registered with the Office of the Sub-Registrar of Assurances under No. BDR-4-5150 of 2016
- 14 Mortgage Deed dated 30th August, 2016 executed by and between the Company and Mrs. Indira's Housing Finance Limited registered with the Office of the Sub-Registrar under Serial No. BDR-4-7794 of 2016
- 15 Supplemental Agreement dated 20th August 2016 executed by and between the Company and Developer registered with the office of Sub-Registrar of Assurances of Mumbai at Andheri-2 under Serial No. BDR-4/2693 of 2016
- 16 Deed of Further Supplemental Mortgage Deed dated 10th September, 2016 executed between Developer, Guan Hotels & Realty Private Limited (as Borrower) and Yes Bank Limited registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 83472016



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ANNEXURE 'B'

List of Documents Perused

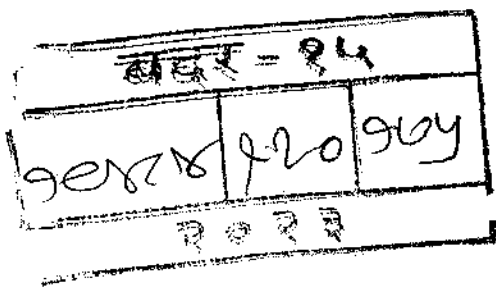
Title Documents

- 1 Indenture of Lease dated 24th December, 2008 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR1-0012-2009
- 2 Deed of Sale executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR1-00113-2009
- 3 Minutes of the Meeting in the matter Bombay Dyeing Mfg. Co. Ltd & Ors. v Middle Income Group Cooperative Society Limited
- 4 Consent Terms dated 9th September, 2010 executed in the matter Bombay Dyeing Mfg. Co. Ltd & Ors. v Middle Income Group Cooperative Society Limited
- 5 Memorandum of Understanding dated 9th September 2010 executed between the Society and L & T Bombay Developers Private Limited
- 6 Power of Attorney on 9th September, 2010 executed between the Society and L & T Bombay Developers Private Limited
- 7 Copy of the minutes of the Special General Body meeting held on 9th June 2010 by the Society
- 8 Certificate of Incorporation upon Change of Name of L & T Bombay Developers Private Limited to DB MIG Realtors & Developers Private Limited dated 1st October, 2010.
- 9 Certificate of Incorporation upon Change of Name of DB MIG Realtors & Developers Private Limited to MIG (Bandra) Realtors and Builders Private Limited dated 24th February, 2014

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- 10 Deed of Supplementary Lease dated 11th October, 2010 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR4-02970-2010
- 11 Copy of the minutes of the Special General Body Meeting of the Society held on 9th October, 2010 of the Society
- 12 Development Agreement dated 31st October 2010 executed between the Society and the Developer and registered with the Office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR4-02477-2011.
- 13 Deed of Indemnity dated 4th May, 2014, executed by the Developer in favour of the Society.
- 14 Letter addressed by the MHADA to the Society dated 20th July, 2013
- 15 Copy of the minutes of the Special General Body meeting held on 23rd May, 2014 of the Society
- 16 Deed of Modification dated 23rd August, 2014 executed between the Society and the Developer
- 17 Deed of Confirmation executed between the Society and the Developer on 28th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-1/28114 of 2015
- 18 Deed of Rectification to the Deed of Confirmation executed between the Society and the Developer on 20th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-1/28119 of 2015
- 19 Notice to members issued by the Developer to the Members of the Society dated 28th August, 2016
- 20 Letter dated 29th November 2014 addressed by the Developer to the Society.
- 21 Letter dated 11th February 2015 addressed by the Developer to the Society.

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- 22. Letter dated 12th February, 2015 addressed by the Developer to the Society
- 23. Letter dated 27th April, 2015 addressed by the Society to the Developer
- 24. Bank Guarantee dated 6th May, 2015, executed by Yes Bank Limited in favour of the Society
- 25. Deed of Mortgage dated 28th December, 2015 executed between the Developer (as Borrower 1), Gorn Hotels & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 15007/2015
- 26. Deed of Supplemental Mortgage cum Rectification dated 10/04/2016 executed between Developer (as Borrower 1), Gorn Hotels & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 3594/2016
- 27. Agreement Relating to Redevelopment dated 31st March, 2016 entered between the Developer and the Company and registered with the office of Sub-Registrar of Assurances of Mumbai at Andheri E under Serial No. 3691/2016.



- 28. Agreement Relating to Redevelopment dated 31st March, 2016 executed between the Developer and the Company and registered with the office of Sub-Registrar of Assurances of Mumbai at Andheri E under Serial No. 3691/2016.
- 29. Deed of Supplemental Mortgage cum Rectification dated 10/04/2016 executed between Developer (as Borrower 1), Gorn Hotels & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 3594/2016
- 30. Deed of Supplemental Mortgage cum Rectification dated 10/04/2016 executed between the Developer (as Borrower 1), Gorn Hotels & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 3594/2016
- 31. Deed of Supplemental Mortgage cum Rectification dated 10/04/2016 executed between the Developer (as Borrower 1), Gorn Hotels & Realty Private Limited (as Borrower 2) and Yes Bank Limited (as Lender) and registered with the Office of Sub-Registrar of Assurances, Mumbai at Bandra-4 under Serial No. 3594/2016

- 32. Supplemental Agreement dated 26th August 2015 executed by and between the Company and Developer registered with the office of Sub-Registrar of Assurances of Mumbai at Andheri E under Serial No. BDR-47679/2015
- 33. Deed of Further Supplemental Mortgage Deed dated 19th September, 2016 executed between Developer, Gorn Hotels & Realty Private Limited and Yes Bank Limited registered with the Office of Sub-Registrar of Assurances Mumbai at Bandra-4 under Serial No. 6217/2016

Litigation/Disputes

- 1. Complaint dated 0th October, 2010 filed by Ms. Shalini Patil in Dispute No. CC/14/2010 of 2010 filed before the Hon'ble Co-operative Court No. 11, Mumbai in the matter of: Shalini Patil and Ors. V. Middle Income Group CHSL (Group 1) and Ors.
- 2. Complaint dated 30th August, 2013 filed by Mr. Ganesh B. Mahale in Dispute No. 186 of 2013 filed before the Hon'ble Co-operative Court No. 11, Mumbai in the matter of: Ganesh B Mahale vs. The Secretary, MADA Income Group CHSL (Group 1) and Ors.
- 3. Criminal Complaint dated 20th September, 2012 filed by Archita P. Thakkar being Criminal Complaint No. 345/2012 instituted before the Metropolitan Magistrate, 36th Court at Bandra
- 4. Proceedings before the Dy. Registrar of Co-operative Societies under Section 22(2) of Maharashtra Co-operative Societies Act, 1960 initiated by Praveen N. Nevada regarding Flat No. D18/154
- 5. Suit No. 434 of 2015 filed in the Bombay High Court by 20 members of the Society and order dated 3rd July, 2015 issued therein.
- 6. Suit No. 756 of 2015 filed in the Bombay High Court by the Developer and others dated 4th August, 2015, 10th August, 2015 and 10th August, 2015 passed therein.

- 7. Papers and proceedings in respect of Writ Petition (J) 5262 of 2015 filed before the Bombay High Court
- 8. Papers and proceedings in respect of Writ Petition (J) 758 of 2015 filed before the Bombay High Court

Approvals

- 1. Letter dated 1st October, 2010 bearing No. CHE/931/DP/VS/IVE, issued by the MCGM
- 2. MHADA Offer Letter dated 4th March, 2011 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed to the Society
- 3. Letter dated 16th November, 2011 bearing No. COMB/Arch/NOOCF-425/1223/2011 issued by MHADA to the Society
- 4. Letter dated 30th November, 2012 bearing No. S&A/DIR 21/TC-2 addressed by the State Level Expert Appraisal Committee, Government of Maharashtra
- 5. MHADA Offer Letter dated 31st December, 2012 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed to the Society
- 6. MHADA Offer Letter dated 20th April, 2013 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed to the Society
- 7. Letter dated 4th July, 2013 and bearing No. F&B/NOOC/146 addressed to Mr. Secretary Consultants from the Chief Eng. Officer
- 8. MHADA Offer Letter dated 27th August, 2013 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed to the Society
- 9. Letter dated 23rd September, 2013 bearing No. CHE/NSD/17/HS/317 (HS/3) issued by the MCGM to the Developer
- 10. Intermittent filed dated 21st October, 2013 in favour of the Developer

- 11. Undertaking dated 22nd November, 2013 executed by the Developer registered with the office of the Sub-Registrar of Assurances bearing Serial No. BDR-38524 of 2013
- 12. MHADA Offer Letter dated 10th March, 2014 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed to the Society
- 13. Letter dated 21st April, 2014 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed by MHADA to the Society
- 14. Letter dated 4th September, 2014 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed by MHADA to the Society
- 15. Letter dated 21st November, 2014 bearing No. CHE/NSD/17/HS/317 (HS/3) issued by the MCGM to the Developer
- 16. Environmental Clearance given by the State Level Environment Impact Assessment Authority on 12th August, 2015 in its 6th Meeting
- 17. Letter dated 21st August, 2015 bearing No. COMB/Arch/NOOCF-425/1223/2011 addressed by MHADA to the Society
- 18. Government Certificate bearing No. CHE/NSD/17/HS/317 (HS/3) dated 25th April, 2016 issued by MCGM
- 19. Letter dated 18th July, 2016 addressed by MHADA to the Society

Property Register Cards

- 1. Property Register Cards dated 10th August, 2016 in respect of the 18th Floor

Property Tax Payments

- 1. Letter dated 27th June, 2013 bearing No. A&G/CHE/NSD/2013-2014/HS/NOOC/1082612-13 issued by the MCGM to the Society.

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ANNEXURE 'C'

List of Original Title Documents Inspected

PART A

- 1 Power of Attorney dated 09 October 2010 executed by the Society in favour of the Developer
- 2 All 170 consent letters in favour of the Society and the Developer.

PART B

- 1 Development Agreement dated 31st October 2010 executed between the Society and the Developer and registered with the Office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR-02427-2011.
- 2 Deed of Confirmation executed between the Society and the Developer on 25th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-178114 of 2015.
- 3 Deed of Rectification to the Deed of Confirmation executed between the Society and the Developer on 30th September 2015 and registered with the office of Sub-Registrar of Assurances under Serial No. BDR-178119 of 2015.

PART C

- 1 Agreement Relating to Redevelopment dated 31st March, 2016 executed between the Developer and the Company and registered with the office of Sub-Registrar of Assurances of Mumbai at Andheri-2 under Serial No. 569172016.
- 2 Supplemental Agreement dated 26th August 2016 registered with the office of Sub-Registrar of Assurances of Mumbai at Andheri-2 under Serial No. BDR-478162016.
- 3 Mortgage Deed dated 29th August, 2016 executed by and between the Company and M/s. Maharashtra Housing Finance Limited registered with the Office of the Sub-Registrar under Serial No. BDR-4-1781 of 2016.

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PART D

- 1 Debiture Trust Deed dated 15th June, 2016 executed by and between the Company, Mr. Sangey Chhabra and CLPS Trust Company Limited registered with the Office of the Sub-Registrar of Assurances under No. BDR-4-5174 of 2016.

PART E

- 1 Debiture Trust Deed dated 24th June, 2016 executed by and between the Company, Mr. Sangey Chhabra and Beacon Trusteeship Limited registered with the Office of the Sub-Registrar of Assurances under No. BDR-4-5750 of 2016.

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ANNEXURE 'D'

Details of the Property Register Card

Sr. No.	CTR No.	Area (in sq. meters)	Holder
1	646	22,595.1	Maharashtra Housing and Area Development Authority
2	64971	45.2	Maharashtra Housing and Area Development Authority
3	64972	45.2	Maharashtra Housing and Area Development Authority
4	64973	45.2	Maharashtra Housing and Area Development Authority
5	64974	45.2	Maharashtra Housing and Area Development Authority
6	64975	57.1	Maharashtra Housing and Area Development Authority
7	64976	57.1	Maharashtra Housing and Area Development Authority
8	64977	57.1	Maharashtra Housing and Area Development Authority
9	64978	57.1	Maharashtra Housing and Area Development Authority
10	64979	68.0	Maharashtra Housing and Area Development Authority
11	64980	57.1	Maharashtra Housing and Area Development Authority
12	64981	57.1	Maharashtra Housing and Area Development Authority
13	64982	57.1	Maharashtra Housing and Area Development Authority
14	64983	57.1	Maharashtra Housing and Area Development Authority

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Sr. No.	CTR No.	Area (in sq. meters)	Holder
15	64984	70.0	Maharashtra Housing and Area Development Authority
16	64985	70.0	Maharashtra Housing and Area Development Authority
17	64986	70.0	Maharashtra Housing and Area Development Authority
18	64987	70.0	Maharashtra Housing and Area Development Authority
19	64988	70.0	Maharashtra Housing and Area Development Authority
20	64989	70.0	Maharashtra Housing and Area Development Authority
21	64990	66.0	Maharashtra Housing and Area Development Authority
22	64991	69.0	Maharashtra Housing and Area Development Authority
23	64992	45.2	Maharashtra Housing and Area Development Authority
24	64993	11.5	Maharashtra Housing and Area Development Authority
25	64994	45.2	Maharashtra Housing and Area Development Authority
26	64995	45.2	Maharashtra Housing and Area Development Authority
27	64996	11.5	Maharashtra Housing and Area Development Authority
28	64997	45.2	Maharashtra Housing and Area Development Authority
29	64998	45.2	Maharashtra Housing and Area Development Authority
30	64999	11.5	Maharashtra Housing and Area Development Authority

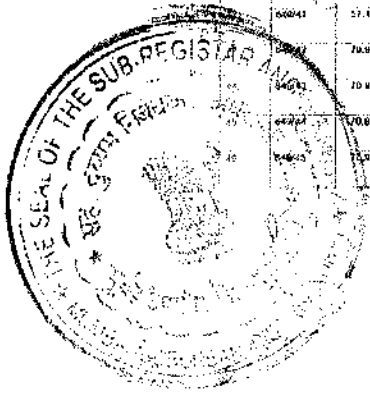
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 १०४४ १०२१०५

WADIA GHANDY & Co.

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Sr. No.	CIS No.	Area (in sq. meters)	Holder
31	64830	48.7	Maharashtra Housing and Area Development Authority
32	64831	43.2	Maharashtra Housing and Area Development Authority
33	64832	11.5	Maharashtra Housing and Area Development Authority
34	64833	45.2	Maharashtra Housing and Area Development Authority
35	64834	57.1	Maharashtra Housing and Area Development Authority
36	64835	57.1	Maharashtra Housing and Area Development Authority
37	64836	57.1	Maharashtra Housing and Area Development Authority
38	64837	57.1	Maharashtra Housing and Area Development Authority
39	64838	57.1	Maharashtra Housing and Area Development Authority
40	64839	57.1	Maharashtra Housing and Area Development Authority
41	64840	57.1	Maharashtra Housing and Area Development Authority
	66841	57.1	Maharashtra Housing and Area Development Authority
		70.8	Maharashtra Housing and Area Development Authority
		70.8	Maharashtra Housing and Area Development Authority
		70.8	Maharashtra Housing and Area Development Authority
		70.8	Maharashtra Housing and Area Development Authority



WADIA GHANDY & Co.

38

Sr. No.	CIS No.	Area (in sq. meters)	Holder
47	64844	70.8	Maharashtra Housing and Area Development Authority
48	64847	70.8	Maharashtra Housing and Area Development Authority
49	64848	57.1	Maharashtra Housing and Area Development Authority
	Total	25,206.3	

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भारतमाला पत्रक

दिनांक: १०/११/२०२४
 पत्रिका: १०२४
 पृष्ठ: १०२४

नाम: १०२४
 पता: १०२४
 शहर: १०२४

राज्य: १०२४
 देश: १०२४

प्रकाशक: १०२४
 सम्पादक: १०२४
 प्रिंटर: १०२४



भारतमाला पत्रक

दिनांक: १०/११/२०२४
 पत्रिका: १०२४
 पृष्ठ: १०२४

नाम: १०२४
 पता: १०२४
 शहर: १०२४

राज्य: १०२४
 देश: १०२४

प्रकाशक: १०२४
 सम्पादक: १०२४
 प्रिंटर: १०२४



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 १०२४
 १०२४

१०२४
 १०२४



भारतमाला पत्रक

दिनांक: १०/११/२०२४
 पत्रिका: १०२४
 पृष्ठ: १०२४

नाम: १०२४
 पता: १०२४
 शहर: १०२४

राज्य: १०२४
 देश: १०२४

प्रकाशक: १०२४
 सम्पादक: १०२४
 प्रिंटर: १०२४



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 १०२४

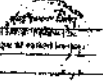
भारतमाला पत्रक

दिनांक: १०/११/२०२४
 पत्रिका: १०२४
 पृष्ठ: १०२४

नाम: १०२४
 पता: १०२४
 शहर: १०२४

राज्य: १०२४
 देश: १०२४

प्रकाशक: १०२४
 सम्पादक: १०२४
 प्रिंटर: १०२४

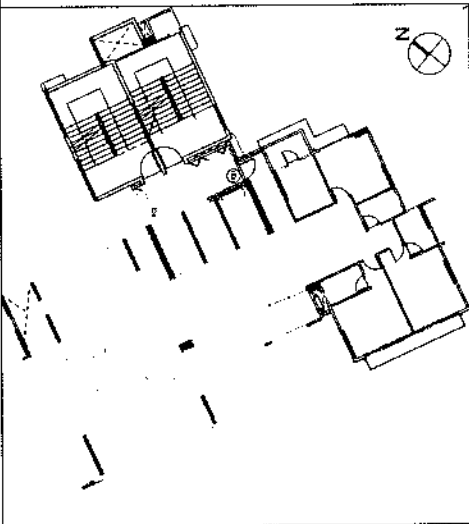
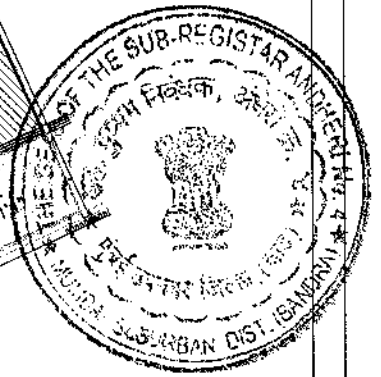
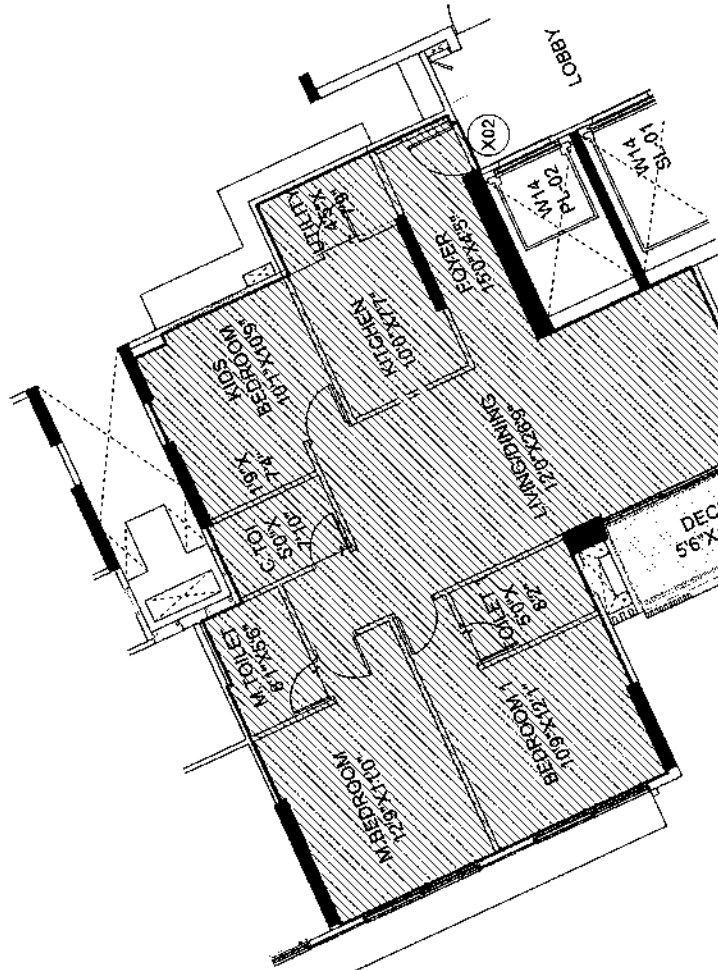


१०२४
 १०२४
 १०२४

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 १०२४

Annexure J

X BKC



WING 14 KEY PLAN

UNIT NO. :- 2003
FLOOR NO. :- 20th
W 14 - X02
3 BHK

For MIG (Bandra) Realtors & Builders Pvt. Ltd.

Authorised Signatory

For Radius Estates & Developers Pvt. Ltd.

Authorised Signatory

बंदर - १५
१०४०४ १२६ १०५
२०२३

Annexure M

I. Schedule of Payment of the Sale Consideration payable by the Allottee/s

Milestone	Percentage	Amounts payable towards the Sale Consideration	Amounts payable towards GST
Amount Received On and before 08-11-2023	9.99%	₹ 5809777	₹ 690270
Instalment Payment 1 – 45 days from booking	80.01%	₹ 46483440	₹ 5584916
On intimation of Possession	10.00%	₹ 5810357	₹ 697243
TOTAL	100.00%	₹ 58103574	₹ 6972429

II. Charges/Amounts to be paid by the Allottee/s in accordance with this Agreement along with Applicable GST

- (i) Rs. 25,000/- towards Sinking Fund
- (ii) Rs. 2043000/- Infrastructure & Clubhouse Charges
- (iii) Rs. 600/- for Share Application money
- (iv) Rs. 1,00,000/- towards Legal Charges

बदर - १५

(Handwritten Signature)

२०२३

Note:

- All statutory Government, Legal charges and Taxes will be borne by Customer as per the rates applicable from time to time on actuals.
- Maintenance deposit @ Rs. 15/- psf on carpet area for 12 months plus GST @ 18% will be payable at the time of possession. This is minimum amount based on present estimates and additional amounts towards the same may be demanded by the Promoters at the time of issuance of Possession Notice and the Allottee agrees to pay the same.
- Corpus Fund @ Rs. 890/- psf on carpet area will be payable at the time of possession. It is a one-time Society Corpus and will be added to the common Corpus being created for the benefit of the entire Society, such that the monthly maintenance outflow is reduced.
- Infrastructure & Clubhouse Charges are not refundable, and the Promoters shall not be liable to render accounts in respect of the same.

For MIG (Bandra) Realtors & Builders Pvt. Ltd.

(Handwritten Signature)
Authorized Signatory

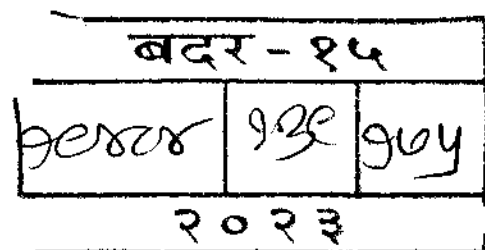
For Radius Estates & Developers Pvt. Ltd.

(Handwritten Signature)
Authorized Signatory



(Handwritten Signatures)

Annexure N



APARTMENT SPECIFICATIONS up to 2,000 SQ.FT.

• FLOORING

- o Entrance Foyer (where applicable to the flat), Living, Dining, Corridor – Marble *
- o All Bedrooms – Marble *
- o Kitchen – Vitrified Tiles
- o All Bathrooms – Vitrified Tiles
- o All Decks (where applicable to the flat) – Marble * Strips
- o Kitchen Utility (where applicable to the flat) – Ceramic Tiles

• DADO

- o All Bathrooms – Ceramic Tiles
- o All Rooms (except Bathrooms) – Paint

• DOORS

- o Wooden door frames with flush door

• WINDOWS

- o Glazed aluminum windows

• DECKS / BALCONIES

- o Railings as per design

• BATHROOMS - SANITARYWARE AND CP FITTINGS

- o EWC with flushing cistern, Wash Basin, Showers with mixer or diverter, Health, Sincet, provision for Geyser (Geyser not included), provision for Exhaust Fan (Exhaust Fan not included)
- o Servants Bathroom (where applicable to the flat) – EWC with flushing cistern, Wash Basin, provision for Geyser (Geyser not included), provision for Exhaust Fan (Exhaust Fan not included)

• ELECTRICAL

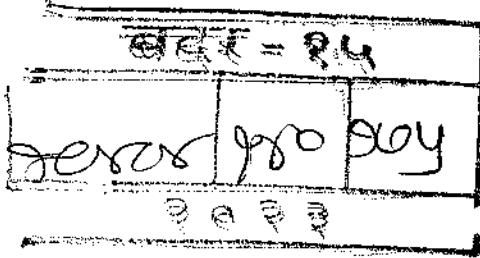
- o Concealed wiring with provision for sufficient light, fan and electrical points in all rooms (electrical fittings and fan not included)
- o Modular Switches
- o One Video Door Phone

• AIR CONDITIONING

- o Sleeve provisions for all piping for Air conditioning in living, dining and all bedrooms – Provision includes electrical point for indoor and outdoor machine and space designated for outdoor machine. Customer to install only VRF units or follow the air conditioning scheme as defined by the Developer. Customers will require to take NOC from Developer before installing desired air conditioners to ensure alignment with the building design and its service provisions.
- o Sealing of sleeves used/unused is solely the customers/customer's vendor's responsibility.

*Marble is a rock resulting from metamorphism of sedimentary carbonate rocks, most commonly limestone or dolomite rock. Metamorphism causes variable recrystallization of the original carbonate mineral grains. The resulting marble rock is typically composed of an interlocking mosaic of carbonate crystals. Marble thus formed naturally has colour, size, pores, cracks and undulation beyond human control and beauty lies in the same.



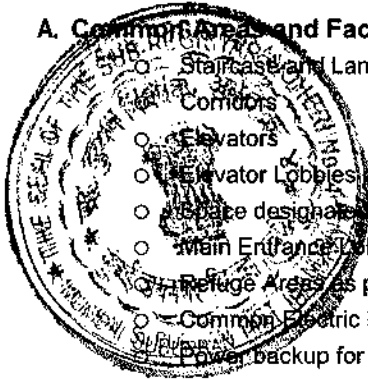


APARTMENTS WITH CARPET AREA 2,000 SQ.FT. AND OVER

- Bare shell apartments
- No internal walls (except for kitchen, utility and bathroom walls)
- No Flooring in any rooms
- No CP and Sanitary Fittings in bathrooms
- No internal plumbing piping in bathrooms and kitchen, tap off points provided in shafts only
- No Electrical lighting and power points to be provided. All electrification up to DB only (Distribution Board)
- Sleeve provisions for all piping for Air conditioning in living, dining and all bedrooms – Provision includes electrical point for indoor and outdoor | machine and space designated for outdoor machine. Customer to install only VRF units or follow the air conditioning scheme as defined by the Developer. Customers will require to take NOC from Developer before installing desired air conditioners to ensure alignment with the building design and its service provisions.
- Sealing of sleeves used/unused is solely the customer's/customer's vendor's responsibility.

COMMON AREAS (RECREATIONAL AMENITIES and FACILITIES)

A. Common Areas and Facilities



- Staircase and Landings
- Corridors
- Elevators
- Elevator Lobbies and Landings
- Space designated for Society Office
- Main Entrance Lobbies in Basement B1
- Refuge Areas as per final sanctioned plan
- Common Electric Meter for Common Areas
- Power backup for Common Areas (staircases, elevators and elevator lobbies)
 - Servants' toilet at mid landing of staircases
 - Overhead Water Tanks located above the top floor level of the said Wing /said Building, means of access thereto along the main stair-case of the said Wing/ said Building
 - Drainage, Storm Water Drain, designated space for Electric Sub-station (equipment provided by service provider), Meter and Panel Rooms, Security Cabins, Signage, Underground Water Tanks (with pump rooms and other pumping arrangement)
 - Sewage Treatment Plant (STP)
 - Solid Waste Management
 - Fire Fighting Equipment and Fire Tanks
 - Basements and Terraces as per final sanctioned plans
 - Covered car parking in basements

B. RECREATION AREAS and FACILITIES

Outdoor Amenities

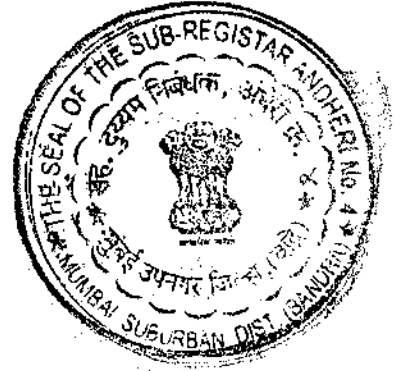
- Ground Level
 - Tiered Landscape gardens
 - Walking Path
 - Kids play area with play equipment
 - Swimming Pool including Kids Pool
 - Reflexology path
 - Senior Citizens Area
 - Entrance Sculpture

बदर-१५
१६२४९४९ १०५
२०२३

Covered Indoor Amenities

- Ground Floor
 - Welfare Centre
 - Game Simulator
 - Salon and Spa
 - Convenience Store
 - Community Building (Club House)
 - Multipurpose Hall
 - Squash Courts (2 Nos.)

- 20th Floor – Wing 9
 - Fitness Centre



बदाय - १५
१०२४/२००५
२०२३





बंदर-१५		
१००४	१००३	१००५
२०२३		

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MIG (BANDRA) REALTORS & BUILDERS PRIVATE LIMITED HELD ON THURSDAY, 23RD JULY, 2015 AT ITS REGISTERED OFFICE OF THE COMPANY.

AUTHORITY FOR EXECUTION OF AGREEMENTS FOR SALE OF FLATS/PREMISES AT COMPANY'S AT BANDRA ("PROJECT BANDRA"):

"RESOLVED THAT Mr. Faizan Pasha, Director of the Company, be and is hereby authorized for and on behalf of the Company to sign/execute Letter of Allotment as well as necessary Agreement for sale of flats/premises at Company's "Project Bandra" and any other Deeds, Instruments, Affidavits, Power of Attorney, Indenture, Applications, NOCs, Letters or Writings in connection therewith and Deed of Rectifications to make any other rectification in documents and the Board hereby ratifies all such letters, deeds and documents signed by above mentioned signatories till now for the Company's said "Project Bandra".

RESOLVED FURTHER THAT Mr. Faizan Pasha, Director of the Company, be and is hereby authorised to present, lodge, sign/execute, in the office of the Sub-Registrar of Assurances at Mumbai and to admit execution of the said agreements executed on the behalf of the company and for effectively execution and registering of any other or further agreement, deed/s, document/s or letter/s, and to do such acts as may be required by the Company from time to time for effective registration of the said Agreements/Deeds/documents/letter or writings."



//Certified True Copy//

For MIG (BANDRA) Realtors & Builders Pvt. Ltd.,

[Signature]
Director



MIG (BANDRA) REALTORS AND BUILDERS PVT. LTD.

(Formerly known as DB MIG REALTORS AND BUILDERS PVT. LTD.)

Regd. Office : DB House, Gen. A. K. Vaidya Marg, Goregaon (East), Mumbai - 400 063. • Tel.: 91-22-4077 8600 • Fax: 91-22-2841 5550 / 2842 1667
E-mail: info@dbg.co.in • Website: www.dbrealty.co.in
CIN: U45200MH2007PTC172150

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१९०४ १९१४ १९२४
२०२३



बदर-१५		
१२२४४४४४४४४	१२४४४४४४४४	१२४४४४४४४४
२०२३		

घोषणापत्र

मी शंतीब गोखले याद्वारे घोषित करतो की, दुय्यम निबंधक-----
अक्षरी-४१ यांचे कार्यालयात ५२१२३३३३३३३३ या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री फैझान पाशा व इ. यांनी दि. २१/४/१६ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक २५/११/२३

कुलमुखत्यारपत्रधारकाचे नाव
 व सही



बदर-१५
१२/११/२०२३
२०२३



GRN	MH000225972019176	BARCODE	1 80114 800101 0001 0000 0000 0000 0000	Date	02/04/2019 17:28:45	Form ID	4691
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty	TAX ID (If Any)					
	Stamp Duty	PAN No. (If Applicable)					
Office Name	BRL1JT SUB REGISTRAR BORNAL	Full Name		MIG BANDRA REALTORS AND BUILDERS			
Location	MUMBAI	RS FVT ID					
Year	2018-2019	Qtr	Time	Flat/Block No.	D/S HOUSE		
Account Head Details	Amount to Rs.		Promises/Building				
0010045001	Sale of Non-residential Stamp	100.00	Road/Street	GEN A KVAOYA MARG			
			Area/Locality	GOREGAN EAST MUMBAI			
			Town/City/District				
			PIN	4 0 0 0 1 0			
Remarks (If Any)							
Record Party Name: S/WITOSH GORULE							
Amount in Words: Five Hundred Rupees Only							
Total	500.00 Wards						
Payment Details				STATE BANK OF INDIA			
Cheque/DD Details				FOR USE IN RECEIVING BANK			
Bank City	REF No.	001403701904 (27/08/2018) IFAR60342					
Cheque/DD No.	Date	02/04/2019 11:29:14					
Name of Bank	Bank Branch	STATE BANK OF INDIA					
Name of Branch	Dist No. / City	101 Mumbai (West)					
Tranche No. : Not Available							

बंदर-१५
2019



बंदर-४
2019

बंदर-४
2019



POWER OF ATTORNEY

TO ALL WHOSE THESE PRESENTS SHALL COME, We, Mr. Faizan Pasha, Ms. Jessie Kuravilla Directors and Authorized Signatories of MIG (BANDRA) REALTORS & BUILDERS PVT. LTD. having its registered office at DB House, Gen. A. K. Vaidya Marg, Goregan (E), Mumbai - 400 063 hereby SEND GREETINGS:-

Whereas MIG (BANDRA) REALTORS & BUILDERS PVT. LTD. in the business of Real Estate development and is developing its property situated at of land measuring approx 20149 sq. mts. or thereabouts bearing Survey No. 341 (part), corresponding to CTS Nos 649 (pt) and 649(1)(pt) to 43 (pt) at Gandhinagar Layout, Bandra (East), Mumbai - 400 051 in Municipal "H (East)" Ward. We as authorized signatories of MIG (BANDRA) REALTORS & BUILDERS PVT. LTD are required to execute various Deeds, Documents, Agreement for Sale, Deed of Corrections, Deed of Confirmation, Deed of Rectification, Declarations, Affidavits, Undertaking, Indemnities, Conveyances, Leave & License Agreements, Lease Deeds, Mortgage Deeds, Agreement for Alternate Accommodation and any other Deeds etc. in our capacity as authorized signatories of MIG (BANDRA) REALTORS & BUILDERS PVT. LTD.

बंदर-४
2019

Though we are executing jointly or individually various Deeds, Documents, Agreement for Sale, Deed of Corrections, Deed of Confirmation, Deed of Rectification, Declarations, Affidavits, Undertaking, Indemnities, Conveyances, Leave & License Agreements, Lease Deeds, Mortgage Deeds, Agreement for Alternate Accommodation and any other Deeds etc. in our capacity as authorized signatories of MIG (BANDRA) REALTORS & BUILDERS PVT. LTD., it is necessary to attend the office of the Sub-Registrar of Assurances at Bandra/Mumbai or anywhere in India and to lodge the same for registration and/or admit execution of the said Deeds, Documents, Agreement for Sale, Deed of Corrections, Deed of Confirmation, Deed of Rectification, Declarations, Affidavits, Undertaking, Indemnities, Conveyances, Leave & License Agreements, Lease Deeds, Mortgage Deeds, Agreement for Alternate Accommodation and any other Deeds etc. from time to time and to comply with other formalities for registration of the same.



AND WE AS DIRECTORS AND AUTHORIZED SIGNATORIES OF MIG (BANDRA) REALTORS & BUILDERS PVT. LTD. although we will execute jointly or individually various documents such as Deeds, Documents, Agreement for Sale, Deed of Corrections, Deed of Confirmation, Deed of Rectification, Declarations, Affidavits, Undertaking, Indemnities, Conveyances, Leave & License Agreements, Lease Deeds, Mortgage Deeds, Agreement for Alternate Accommodation and any other Deeds etc we will not be in a position to attend personally at the office of the Sub-Registrar of Assurances Bandra/ Mumbai and/or anywhere in India for the purpose of lodging for registration and/or admit execution of the said Deeds, Documents, Agreement for Sale, Deed of Corrections, Deed of Confirmation, Deed of Rectification, Declarations, Affidavits, Undertaking, Indemnities, Conveyances, Leave & License Agreements, Lease Deeds, Mortgage Deeds, Agreement for Alternate Accommodation and any other Deeds etc before completing the registration.

बंदर-४
2019

We therefore, for the sake of convenience, are desirous of appointing MR. SANTOSH GORULE AND MR. MOHAN AMRUTE jointly and severally to attend the office of the Sub-Registrar of Assurances Bandra/Mumbai and/or anywhere in India.

बंदर-४
2019

NOW KNOW WE ALL MEN AND THESE PRESENTS WITNESSETH THAT

We, Mr. Faizan Pasha, Ms. Jessie Kuruvilla & ~~Mr. Santosh Gorule~~, in our personal capacity as the Authorized Signatories of MIG (BANDRA) REALTORS & BUILDERS PVT. LTD. do hereby nominate constitute and appoint MR. SANTOSH GORULE AND MR. MOHAN AMRUTI jointly and severally to be our true and lawful attorney thereinafter

to be the said Attorney to do and carry out acts and things for us and on our behalf for all the purposes expressed i.e. to

to present and lodge in the office of the Sub-Registrar at Bandra/Goregaon/Dorivali/Chembur/Bhandup/Mumbai/Thane/Pune

and in all various Deeds, Documents, Agreement for Sale, Deed of Correction, Deed of Confirmation, Deed of Reinstatement, Declarations, Affidavits,

Undertaking, Indemnities, Conveyances, Leave & License Agreements, Lease Deeds, Mortgage Deeds, Agreement for Alternate Accommodation and any other

Deeds etc. executed by us jointly and severally as Authorized Signatories of MIG (BANDRA) REALTORS & BUILDERS PVT. LTD. for the purpose of purchase or

sale or leasing or licensing of flats, shops, offices, industrial units, garages and other premises, or to create charge, lien etc. in favour of any financial institutions

etc. or for any other purpose as may be mentioned in the said documents executed thereof and to do all acts and things necessary for effectively registering such

documents with the Sub-Registrar of Assurances at Bandra/Goregaon/Dorivali/Chembur/Bhandup/Mumbai/Thane/Pune and or anywhere in India.

2. To collect and receive such registered original documents executed by us from the office of the Sub-Registrar of Assurances concerned.

We do hereby warrant and confirm all and whatsoever acts as mentioned hereon by our said Attorney to be done lawfully by virtue of these powers and to the same extent and in the same manner as if they were done by us, being personally present.



IN WITNESS WHEREOF, We have hereunto put our respective hands at Mumbai this 27th day of April, 2016.

Signed and delivered by the withinnamed

Mr. Faizan Pasha

For MIG (Bandra) Realtors & Builders Pvt.Ltd.



Ms. Jessie Kuruvilla

For MIG (Bandra) Realtors & Builders Pvt.Ltd.



In the presence of

Attestation

Signed and delivered by the withinnamed

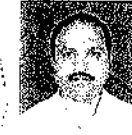
Mr. Santosh Gorule



Attestation

In the presence of

Attestation



बतल - 8
2016



आयकर विभाग
INCOME TAX DEPARTMENT
MIG BANDRA REALTORS AND BUILDERS PRIVATE LIMITED.

09070097
Personal Account Number
AABCL3291N

आयकर विभाग
INCOME TAX DEPARTMENT
FAIZAN PASHA

15061977
Personal Account Number
AIXFP8257F



बतल - 8
2016



ORIENTAL BANK OF COMMERCE

Account Statement for Account Number 05211131002848

Branch Name - MUMBAI-GOREGAON (L)

Branch Address - ORIENTAL BANK OF COMMERCE

RAJGANDHA SHOPPING

GOREGAON

City - MUMBAI

Pin - 400033

IFSC Code - OI00010001

Statement Period From 01/04/2016 To Date 01/04/2016

Account Statement Date - 01/04/2016

Customer Details

Customer Name - MIG(BANDRA) REALTORS AND BUILDERS PRIVATE LIMITED

Customer Address - DE HOUSE GENA K VIKTORI

MUMBAI

GOREGAON E

City -

Pin - 400025

Branch -

Sl. No.	Transaction Date	Value Date	Transaction No.	Description	Debit	Credit	Account Balance
1	31/03/2016	31/03/2016		SECT. VISHWANATHOR ESTATES MEVE	150,000.00		20,56,391.01
2	31/03/2016	31/03/2016		MARINE DRIVE	1,00,000.00		19,56,391.01
3	31/03/2016	31/03/2016	571982	DB REALTY	6,50,000.00		13,06,391.01
4	31/03/2016	31/03/2016	571981	DB REALTY	9,00,000.00		4,06,391.01
5	31/03/2016	31/03/2016	571981	DB REALTY LIMITED	8,80,000.00		(37,636.99)
6	31/03/2016	31/03/2016	571981	ATISHAY BANDRA REALTORS AND BU	17,00,000.00		(17,37,636.99)
7	31/03/2016	31/03/2016		ATISHAY BANDRA REALTORS AND BU	20,00,000.00		(37,37,636.99)
8	31/03/2016	31/03/2016	571981	MARINE DRIVE HOSPITALITY & REALTY	2,00,00,000.00		(37,37,636.99)
9	31/03/2016	31/03/2016	571981	D & R	10,00,000.00		(47,37,636.99)
10	31/03/2016	31/03/2016	571981	DB REALTY & BT 571981	2,51,01,000.00		(52,12,636.99)
11	31/03/2016	31/03/2016		MIG(BANDRA) REALTORS AND BU		2,51,01,000.00	(27,01,636.99)
12	31/03/2016	31/03/2016	571981	MARINE DRIVE HOSPITALITY & REALTY	1,60,00,000.00		(11,01,636.99)
13	31/03/2016	31/03/2016	571981	SEAN HUNTER & REALTY PVT LTD	7,50,000.00		(11,76,636.99)
14	31/03/2016	31/03/2016	571981	DB REALTY	1,00,000.00		(12,76,636.99)
15	31/03/2016	31/03/2016		F.I.R.		1,32,418.00	(11,44,218.99)
16	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(12,44,218.99)
17	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(13,44,218.99)
18	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(14,44,218.99)
19	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(15,44,218.99)
20	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(16,44,218.99)
21	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(17,44,218.99)
22	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(18,44,218.99)
23	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(19,44,218.99)
24	31/03/2016	31/03/2016		DB REALTY & BT 571981	1,00,000.00		(20,44,218.99)

बतल - 8
2016


बदर-१५

90828	949	904
२०२३		

घोषणापत्र

मी अनमोल बाणी याद्वारे घोषित करतो की, दुय्यम निबंधक-----
अंशेदी-५ यांचे कार्यालयात प्रशासना या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. कुलमुख्यालय पंचगिथ्या व इ. यांनी दि. १०/११/२०२३ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

दिनांक २५/११/२०२३


कुलमुखत्यारपत्रधारकाचे नाव
व सही



बदर-१५		
२०२३	१२	१६
२०२३		



782395 पानती Original/Cuplicate
Friday, February 10, 2023 चॅलनी नं. 398
11:19 AM Regn. 39M

चलनी नं.: 2722 दिनांक: 10/02/2023

वाचपणे नाव: वांभवा
वाचपणे प्रकार: अटोमॅटिक: वार 9-2495-2023
वाचपणे प्रकार: इतर: इतर
वाचपणे प्रकार: नवीन: नवीन
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1) वाचपणे प्रकार: DHC 1300: 0.5000
वाचपणे प्रकार: अटोमॅटिक: वार 9-2495-2023
वाचपणे प्रकार: नवीन: नवीन

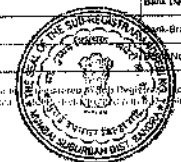
REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 10 A. FEB. 2023

21197

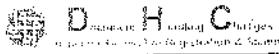
CHALLAN
MTR Form Number-5



Form with fields: GRN, BARCODE, Date, Form ID, Department, Inspector, Payer Details, Type of Payment, Office Name, Location, Year, Account Head Details, Amount, Remarks, Total, Payment Details, Cheque/DD No, Bank Name, Branch, Date, Debitment Table.



Handwritten notes and dates: 2023/9/19



Receipt of Document Handling Charges

Receipt form with fields: PRN, Receipt Date, Received from, Payment Details, Bank Name, Bank CN, Debit No.



बदर-9
2023

TO ALL WHOM THESE PRESENTS SHALL COME WE (1) MR. NIRAV SHAH (2) MR. KUNAL PANCHAMIYA (3) MR. AMIT GANDHI (4) MR. SAMKIT SAVLA (5) MR. RUPEN KANAWALA (6) SAURABH JAIN, authorised signatories of Radius Estates and Developers Private Limited having registered office at One BKC, 1401 A Wing, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, Maharashtra, India SEND GREETINGS: WHEREAS: a) That the Radius Estates and Developers Private Limited is the developer of property in the name of "Ten BKC" RERA Registration No. P5180004889 being situate at Bandra East, Mumbai - 400 051 and are duly entitled to sell or, transfer the said property. b) We in the capacity of Director/ Authorised signatories are executing various Agreement for Sale, Sale Deed, leave & License agreement, Lease agreement, Agreements, Supplementary Agreements, Rectification, Confirmation, Deed of Cancellation, Deed of Addendum, Deed of Adherence and all other incidental and consequential documents (hereinafter referred to as the said deeds) relating to the Land & Building / Flats/ Apartments/Shops/ Units / Offices/ Retail Spaces / Parking Spaces developed or to be developed by Radius Estates and Developers Private Limited and which are required to be registered in the office of Sub-Registrar of Assurance at various places in Mumbai, Mumbai Suburban District and Thane. c) On account of preoccupation with work, we are unable to appear before the Sub-Registrar for admitting duly executed deeds and documents for registration. d) We are, therefore, desirous of appointing 1. MR. VAIBHAV CHANDRAHAR VIBHUTE, 2. MR. ANMOL NITIN WANI, 3. MR. DURVESH SURENDRA BELOSE, and 4. MR. PARAG KISHOR BHATANKAR Corporate Office No. 11&14, Yashokiran Apartment, Near Sawarkar Chowk, Behind District Court Panvel, Panvel, Tal-Panvel, Dist-Raigad, Maharashtra 410206; as our lawful attorneys hereinafter collectively called as "the said attorneys" as our constituted attorneys jointly and /or severally to attend the office of Sub Registrar at the relevant place across India. NOW KNOW YE ALL THESE PRESENTS WITNESSETH that we, any one of (1) MR. NIRAV SHAH (2) MR. KUNAL PANCHAMIYA (3) MR. AMIT GANDHI (4) MR. SAMKIT SAVLA (5) MR. RUPEN KANAWALA (6) SAURABH JAIN, do hereby appoint 1. MR. VAIBHAV CHANDRAHAR VIBHUTE, 2. MR. ANMOL NITIN WANI, 3. MR. DURVESH SURENDRA BELOSE, and 4. MR. PARAG KISHOR BHATANKAR, Corporate Office No. 11&14, Yashokiran Apartment, Near Sawarkar Chowk, Behind District Court Panvel, Panvel, Tal-Panvel, Dist-Raigad, Maharashtra 410206; as our true and lawful attorneys for us/Company to do the following acts, deeds, matters and things that is to say:

Handwritten signatures and names at the bottom of the document.

1. To present and lodge for registration in the office of Sub-Registrar of Assurances, Mumbai Suburban District and Thane for the time being in force having the jurisdiction in relation to the registration of agreement for sale, leave & license agreement, Lease agreement, Agreements, Supplementary Agreements, Rectification, Confirmation, Deed of Cancellation, Deed of Addendum, Deed of Adherence and all other incidental and consequential documents as well as for registration of documents relating to the Land & Building / Flats / Apartments / Shops / Units / Offices / Retail Spaces / Parking Spaces developed or to be developed by Radius Estates and Developers Private Limited.

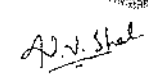




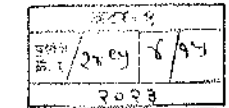
2. AND to perform and execute all acts, deeds, matters, documents and things relating to the registration of the deeds and for the purpose aforesaid and effectually to all intents and purposes as if the same had been made.










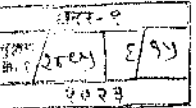
3. THIS POWER OF ATTORNEY is restricted to only admit the execution before the Sub-Registrar of Assurances of the deeds and for the purpose aforesaid and effectually to all intents and purposes as if the same had been made.

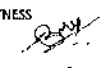

AND WE DO HEREBY agree to ratify and confirm for ourselves, and that the said Attorneys shall lawfully do or cause to be done as Attorneys of the matters as specified herein above.




IN WITNESS WHEREOF WE HAVE SUBSCRIBED OUR NAMES TO THIS DOCUMENT ON 10th day of February, 2023




SIGNED AND DELIVERED
By the within Name Executant
RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED
Its AUTHORISED SIGNATORIES

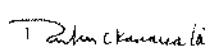


(1) MR. NIRAV SHAH



(2) MR. KUNAL PANCHAMIYA




ACCEPTED BY US
Attorneys
1. MR. VAIBHAV CHANDRAHAR VIDHUTE


2. MR. ANMOL NITIN WANI,


3. MR. DURVESH SURENDRA BELOSE,


4. MR. PARAG KISHOR BHATANKAR,





Witness to ALL aforesaid 4 attorneys:
WITNESS
1. 
2. 

(3) MR. AMIT GANDHI






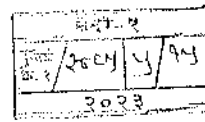
(4) MR. SAMKIT SAVLA




(5) MR. RUPEN KANAWALA




(6) MR. SAURABH JAIN





Witness to ALL aforesaid 6 Authorised Signatories:
WITNESS
1. 
2. 


Building Permission Cell, Greater Mumbai / MHADA
(A designated Planning for MHADA layouts constituted as per government regulation No.TPB-1315/167/CR-51/2015/DP-11 DT. 23 May, 2018.)
G. C. REVALIDATION

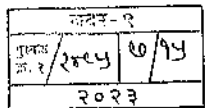
No. AMHEE/BP/GM/MHADA-94/128/2011/CCR/1 Date: 17 November
To
JRD(Bandra) Realtors & Developer Pvt.Ltd.
DB Central, Dr. A. L. Khas Road, Near Jacob Circle, Opp IAP Point Pump, Gate No 3 of Rajhaja Vihar next to Kopalara Heights, Malabarum, Mumbai- 400 011

Sub: Proposed Redevelopment of Residential Building on plot bearing C.T.S. No. 649, 649/1 to 649/48 of Village Bandra East, M.I.G. Colony, Gandhi Nagar, Bandra (East), Mumbai.
Ref: 1) Your application No MH/EE/(BP)/GM/MHADA-94/128/2020/CCR/1 dated 27 September, 2022
2) Demand Note No. MHADA/BP/0134/2020 Dated 30 September, 2022

Sir,
With reference to your application no. 16 reference no. 1 regarding revalidation of CC for Proposed Redevelopment of Residential Building on plot bearing C.T.S. No. 649, 649/1 to 649/48 of Village Bandra East, M.I.G. Colony, Gandhi Nagar, Bandra (East), Mumbai, you have been informed vide Demand Note at reference no.2 for making necessary payment.
Since you have made payment for Rs. 10370/- vide receipt No. 29222217083484 Dated 14 November, 2022, The revalidation of CC is granted.
Now, This CC is revalidated upto 22 September, 2023 subject to terms and conditions mentioned in the earlier approval vide No. MH/EE/(BP)/GM/MHADA-94/128/2011/DOA/1/Old dt. 23 September, 2013

Name: Rupesh Murlidhar Totewar
Designation: Executive Engineer
Organization: Personal
Executive Engineer / BP Cell
Greater Mumbai / MHADA

Copy to:
1) Architect / LS - SHASHIKANT LAXMAN JADHAV
2) The Secretary - Middle Income Group CHSL



RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED

Registered Office: - ONE BKC, A Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai Bandra Suburban - 400051, Maharashtra, India
 CIN: - U45400MH2014PTC256188
 E-mail: - cs_realty@adani.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED ("the Company") IN THE MEETING HELD ON 31ST JANUARY, 2023, AT 11:00 A.M., AT ATRECO HOUSE, SHANTIGRAM, NEAR VAISHND DEVI CIRCLE, S.G. HIGHWAY, KHODIYAR, AHMEDABAD - 382 421.

"RESOLVED THAT consent of the Board be and are hereby granted to the authorized persons of the Company to sign and execute all requisite documents such as Agreement for Sale, Sale Deed, Leave and License Agreement, Lease Agreement, Supplementary agreement, Deed of Rectification, Deed of Cancellation, Deed of Addendum, Deed of Confirmation, Deed of Adherence, allotment letter, Possession Letter and any other related Agreements/ letters / Deeds or any such indenture, as may be necessary for the purpose of sale/ leave and license of the residential units/flats/apartments and shops to the customers of the project "TEN BKC" situated at Land bearing C.T.S No. 649, 649/1 to 649/48 lying and being at Village Bandra taluka Andheri District, Mumbai Suburban PIN 400051."

"RESOLVED FURTHER THAT the following authorized signatories of the Company be and are hereby severally authorized to sign and execute the Possession letter/Sale deed and any other related Agreements/Letters/Deeds or any such Indenture on behalf of the Company for giving effect to the above resolution."

Sr. No.	List of Authorized Signatories	Authority
1.	Mr. Amit Gandhi	Any one
2.	Mr. Nirav Shah	
3.	Mr. Samkil Savla	
4.	Mr. Rupen Kanawala	
5.	Mr. Saurabh Jain	
6.	Mr. Kunal Panchamiya	

"RESOLVED FURTHER THAT the above authorized signatories are also severally authorized as above on behalf of the Company to complete the procedure of registration with the Appropriate authorities and put their signatures, thumb impression and generally do all such things and acts as may be required for registration of the said Agreement for sale/ Sale deed/ License agreement and other related Agreements/letters / Deeds or any such indenture and complete all other legal formalities required to give effect to the above resolution."

"RESOLVED FURTHER THAT the above authorized signatories be and hereby jointly authorized to execute Power of Attorney on behalf of the Company authorizing any other person/Company for submission of various executed documents to the

Rupen Kanawala
 क. १/२०२३/९०५
 २०२३

RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED

Registered Office: - ONE BKC, A Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai Bandra Suburban - 400051, Maharashtra, India
 CIN: - U45400MH2014PTC256188
 E-mail: - cs_realty@adani.com

concerned Sub-Registrar for the purpose of registration of the documents, and to take delivery of the duly registered documents."

"RESOLVED FURTHER THAT any one of the Directors of the Company be and is hereby authorized to issue a certified true copy of this resolution to the appropriate authorities as may be required for this purpose."

Certified true Copy:
 FOR RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED.

Rajesh Patel

Rajesh Patel
 Director
 DIN: 02678233

बदर-१५
 २०२३



बदर-१५
 पुस्तक
 क्र. १/२०२३/९०५
 २०२३



DR. No. MH47 20180021449 DOB: 12-07-2018
 VAIKUNTH 11-09-2035 (NT)

12-07-2018
 AUTHORIZATION TO DRIVE ALL CATEGORIES OF VEHICLES THROUGHOUT INDIA
 COV DDY
 LMV 12-07-2018
 MCWG 12-07-2018

Name SAURABH JAIN
 S/O: DR. PRAKASH JAIN
 A/C: S/O PRAKASH JAIN, A-1R SARTHAK APARTMENT, AAREY RD GOREGAON(EAST) PIN 400063
 Signature & ID of Issuing Authority MH47

DOB 12-09-1955

भारत सरकार
 GOVERNMENT OF INDIA
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग

पुस्तक क्र. १/२०२३/९०५
 २०२३

3997 0106 1343
 भारत - सामान्य माणसाचा अधिकार

8656 1890 1445
 भारत सरकार, मेरी पहचान

भारत सरकार
 GOVERNMENT OF INDIA
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग

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 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग

मोहम प्रकाश जैन
 Saurabh Prakash Jain
 जन्म वर्ष / Year of Birth: 1985
 पुरुष / Male

7700 3408 6499

आधार - सामान्य माणसाचा अधिकार

पुस्तक क्र. १/२०२३/९०५
 २०२३

6394 4928 3525
 भारत सरकार, मेरी पहचान

भारत सरकार
 GOVERNMENT OF INDIA
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग

पुस्तक क्र. १/२०२३/९०५
 २०२३

आयकर विभाग
 INCOME TAX DEPARTMENT
 AMIT KANAWALA
 HANDEE MOHANLAL KANAWALA

भारत सरकार
 GOVERNMENT OF INDIA
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग
 सचिव, सार्वजनिक परिवहन विभाग

पुस्तक क्र. १/२०२३/९०५
 २०२३

आयकर विभाग
 INCOME TAX DEPARTMENT
 AMIT KANAWALA
 HANDEE MOHANLAL KANAWALA

278 2495
दिनांक 10 फरवरी 2023 11:18 AM

रजम पोस्टिंगा भाग-1

क्रमांक
रजम पोस्टिंगा 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

आवक्य क्रमांक 04

पोस्टिंगा र. 00/-

आवक्य कुल मूल्य र. 500/-

रजम पोस्टिंगा क्रमांक 2495/2023

आवक्य क्रमांक 2722

आवक्य दिनांक 10/02/2023

दिनांक 10-02-2023

आवक्य पोस्टिंगा क्रमांक 2495/2023

दिनांक 11-10-2023

आवक्य मूल्य र. 400.00

आवक्य मूल्य र. 300.00

आवक्य मूल्य र. 15

कुल मूल्य 400.00

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

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रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

दिनांक 10/02/2023 11:10:40 AM

दिनांक 20/02/2023 11:11:26 AM

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

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रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

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रजम पोस्टिंगा क्रमांक 2495/2023

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रजम पोस्टिंगा क्रमांक 2495/2023

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रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

रजम पोस्टिंगा क्रमांक 2495/2023

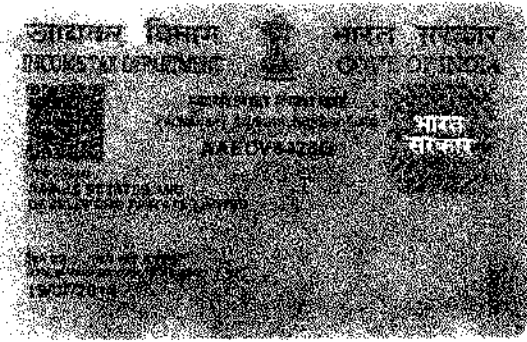
रजम पोस्टिंगा क्रमांक 2495/2023

Official document header with logos, government of India text, and registration details.

Official document body with registration number 8223 1481 9221 and signature area.

Table with 10 rows and 4 columns containing registration details, amounts, and dates.

Summary 2 section including a table of purchases, a table of defences, and various official stamps and signatures.



बदर - १५		
१०००४	१५०	१०५
२०२३		

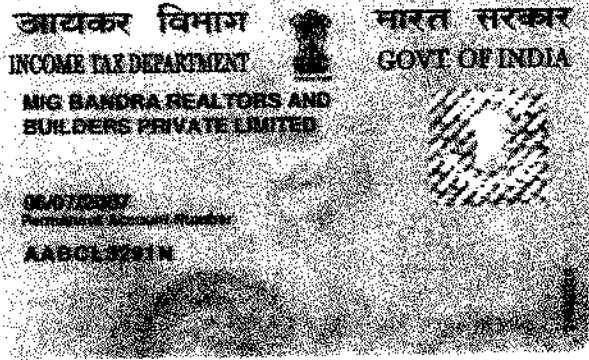
For Radius Estates & Developers Pvt. Ltd.


Authorized Signatory



बदर-१५
१०४०४ १५५ १०५
२०२३

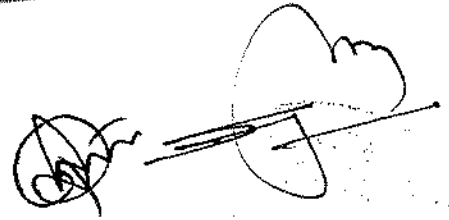




बदर - २५		
१०४४	१५६	१०५
२०२३		

For MIG (Bandra) Realtors & Builders Pvt. Ltd.


Authorised Signatory



बदर-१५		
१०००६	१६०	१०५
२०२३		



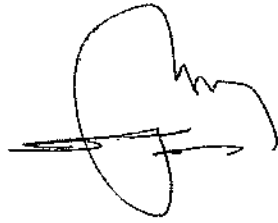
बदर-१५
१०००४ १६१ ३०५
२०२३

आयकर विभाग
INCOME TAX DEPARTMENT

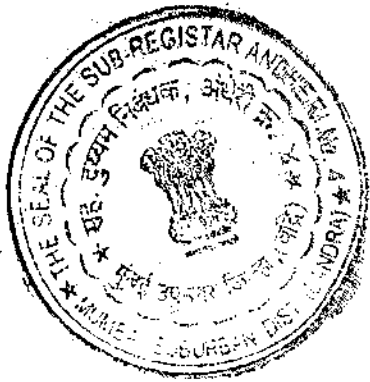
भारत सरकार
GOVT. OF INDIA

SREEJITH KARAL PUTHANPURAYIL
KARUNAKARAN KUNHIKANDI
24/08/1970
Permanent Account Number
AOWPS3171A

Signature



बदर-१५
१२४०४ १४३ १२५
२०२३



बदर - १५
 १०४०४ १६५७५५
 २०२३

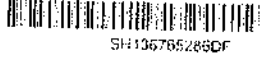


भारत सरकार
 Unique Identification Authority of India
 Government of India

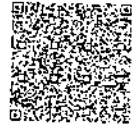
नैतिकिणवाचक क्रमांक / Enrollment No 1104/20577-33580

To
 श्री. रमेश कृष्णपुत्र
 Sreejith Karal Pathanpuzha
 S/O. Kannaakaran
 1325 Augustus Road & Aungmye I
 Near Telecom Factory Danner
 Mumbai.
 T-4 Janta Market Mumbai
 Maharashtra 400028
 9869173051

Ref: 256-26A-439305-497631-P



SH136765288DF



आपला आधार क्रमांक / Your Aadhaar No. :
9232 8124 7840

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
 GOVERNMENT OF INDIA



श्री. रमेश कृष्णपुत्र
 Sreejith Karal Pathanpuzha
 जन्म वर्ष / Year of Birth: 1970
 पुरुष / Male



9232 8124 7840

आधार - सामान्य माणसाचा अधिकार

(Handwritten signature)

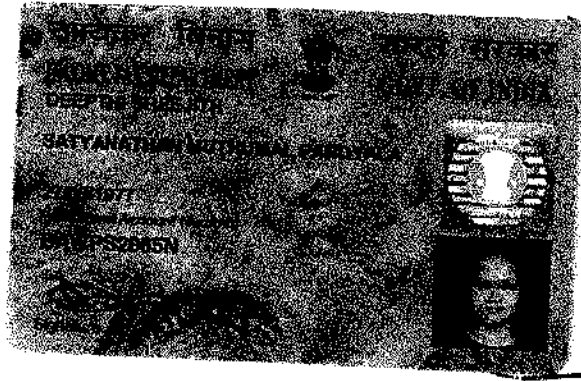
(Handwritten signature)

बदर - १५

१०४०४	१६४	१०५
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२०२३





Handwritten signature or initials inside a circle.

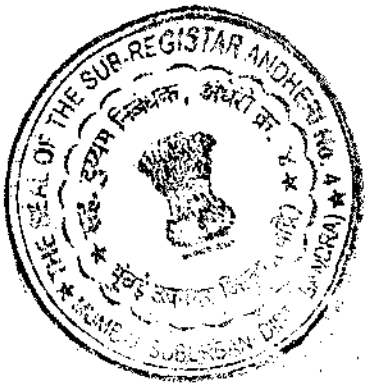
बदर-१५		
१०४४	१५	१०५
२०२३		



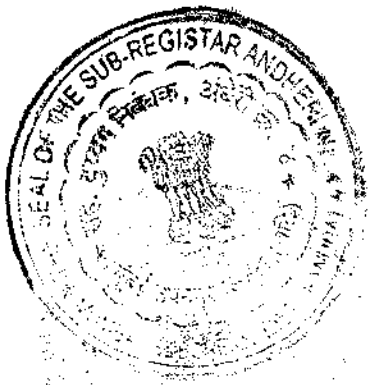
बदर-१५

१०००४१५६	१०५
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२०२३



बदर - १५
१०४४१५८१०५
२०२३



बदर-१५
९०४०४ १६६ ७७५
२०२३

पिता / वरिष्ठ व्यक्ति का नाम / Name of Father / Legal Guardian

SATHYANATHAN MUTHUMAL PANDYALA

VV6991223

माता का नाम / Name of Mother

SHANTHA KUMARI PONMERIKUNIYIL

पति या पत्नी का नाम / Name of Spouse

SREEJITH KARAL PUTHANPURAYIL

पता / Address

1505, AUGUSTUS, RAHEJA ACROPOLIS 2, 15TH FLR

SION TROMBAY ROAD, DEONAR, CHEMBUR, MUMBAI

PIN: 400088, MAHARASHTRA, INDIA

पुराने पासपोर्ट का नं. और उसके जारी होने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue

K5667625 02/04/2013 MUMBAI

फाइल नं. / File No.

B03077043738622



बदर-१५
१०००११००१०५
२०२३



भारत सरकार
 Dipesh Manohar Ravanak
 जन्म तारीख / DOB : 04/10/2001
 पुरुष / Male

2994 4671 5185

माझे आधार, माझी ओळख

बदर-१५		
१५०४	१५०१	१५०५
२०२३		

भारत सरकार
 Government of India
 Amit Tukaram Mankar
 जन्म तारीख / DOB : 29/12/1991
 पुरुष / MALE

4545 3929 9362

माझे आधार, माझी ओळख



बदर - १५		
१०००४	१००२	१००५
२०२३		



401/19484

शुक्रवार, 24 नोव्हेंबर 2023 4:54 म.नं.

दस्त गोपवाग भाग-1

बदर 15

दस्त क्रमांक: 19484/2023

दस्त क्रमांक: बदर 15 /19484/2023

बाजार मूल्य: रु. 4,36,22,277/- मोबदला: रु. 5,81,03,574/-

भगलेले मुद्रांक शुल्क: रु.34,86,300/-

दु. नि. मह. दु. नि. बदर 15 यांचे कार्यालयात

पावती: 21502

पावती दिनांक: 24/11/2023

अ. क्र. 19484 वर दि. 24-11-2023

सादरकरणाचे नाव: श्रीजित कागल पुतनपुरयिल --

गेजी 4:52 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हानाळणी फी

रु. 3500.00

पृष्ठांची संख्या: 175

एकूण: 33500.00

दस्त हजर करणाऱ्याची मही:

मह. दु. नि. अंधेरी-4

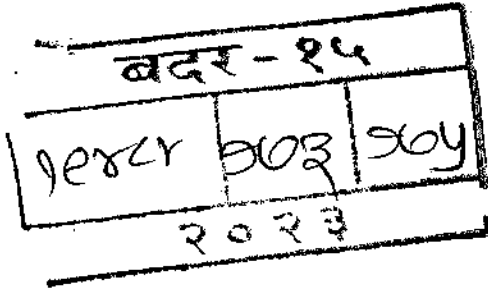
मह. दु. नि. अंधेरी-4

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

शिक्रा क्रं. 1 24 / 11 / 2023 04 : 52 : 00 PM ची वेळ: (सादरीकरण)

शिक्रा क्रं. 2 24 / 11 / 2023 04 : 52 : 52 PM ची वेळ: (फी)



प्रतिज्ञापत्र

*सदर दस्तऐवज हा नोंदणी क्र. १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीत दाखल केलेला आहे. नोंदणी मजकूर, भिष्यादक व्यक्ती, साक्षीवार व सोबत जोडलेल्या कागदांची प्रत नोंदणी कार्यालयात राहिली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसह तपासण्यात येईल. नोंदणी कार्यालयात नोंदणीपत्रे अबाबदार राहिलील.

लिहून देणारे :








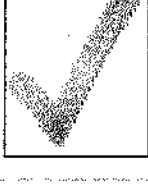
लिहून देणारे :



24/11/2023 4 55:01 PM

दस्त क्रमांक :बदर15/19484/2023





दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:एमआयजी (बांद्रा) रिवॉल्टर्स अँड विल्डर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरी करिता फैझान पाशा तर्फे कु. मु. म्हणून संतोष गोरुले - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: डी वी सेंट्रल, मौलाना आझाद रोड, रंगवाला कंपाउंड, जाकोबा सर्कल, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर: AABCL3291N	लिहून देणार वय :-52 स्वाक्षरी:-		
2	नाव:रेडिअस इस्टेट्स अँड डेव्हलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरी करिता कुणाल पंचमीया तर्फे कु. मु. म्हणून अनमोल वाणी - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: वन वीकेसी, १४०१ ए विंग, प्लॉट न सी ६६, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा ईस्ट, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर: AAECV8428Q	लिहून देणार वय :-27 स्वाक्षरी:-		
3	नाव:श्रीजित काराल पुतनपुरयिल -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: १५०५, ऑगस्टज रहजेजा अँकोपोलिस-२, टेलीकॉम फॅक्टरी देवनार जवळ, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर: AOWPS3171A	लिहून देणार वय :-53 स्वाक्षरी:-		
4	नाव:दीप्ती श्रीजित -- पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: १५०५, ऑगस्टज रहजेजा अँकोपोलिस-२, टेलीकॉम फॅक्टरी देवनार जवळ, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर: BAWPS2085N	लिहून देणार वय :-46 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्रा क्र.3 ची वेळ: 24 / 11 / 2023 04 : 54 : 02 PM

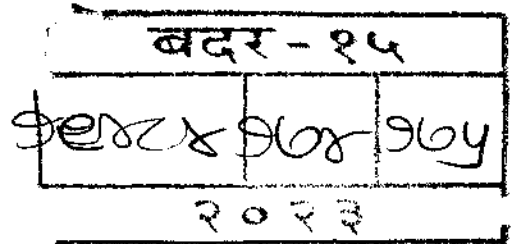
ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:दिपेश रावणक -- वय:24 पत्ता:११/१४, यशोकिरण, पनवेल पिन कोड:410206	स्वाक्षरी		
2	नाव:अमित म्हसकर - वय:30 पत्ता:कानाचीकी मुंबई पिन कोड:400033	स्वाक्षरी		

शिक्रा क्र.4 ची वेळ: 24 / 11 / 2023 04 : 54 : 56 PM

सह.दु.नि.अंधे



Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED	eChallan	69103332023111614299	MH011034525202324E	3486300.00	SD	0005987830202324	24/11/2023
2		DHC		1123177802853	1500	RF	1123177802853D	24/11/2023
3		DHC		1123176602619	2000	RF	1123176602619D	24/11/2023
4	RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED	eChallan		MH011034525202324E	30000	RF	0005987830202324	24/11/2023

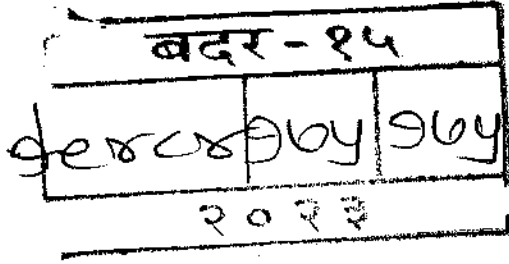
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

19484 /2023

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प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण.....१७५.....पाने आहेत
बदर-१५/ १९४८४ २०२३.
पुस्तक क्र. १, क्रमांक. १९४८४
नोंदला : २४/११/२०२३
दिनांक:

व्ही. एस. इरिता
सह. दुय्यम निबंधक, अंधेरी क्र. ४,
मुंबई उपनगर जिल्हा.



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अधेरी 4

25/11/2023

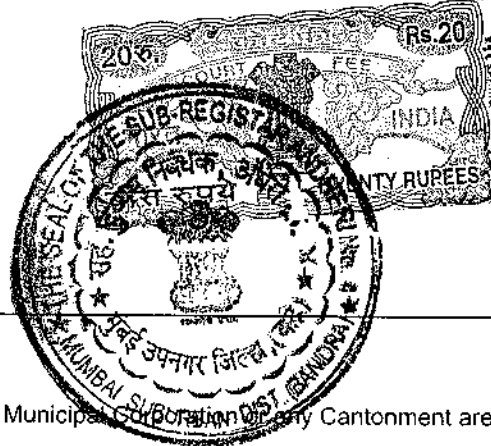
दस्त क्रमांक : 19484/2023

नोंदणी :

Regn:63m

गावाचे नाव : बांद्रा

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	58103574
(3) बाजारभाव(भाडेपट्ट्याच्या वायवितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	43622276.92
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :-, इतर माहिती: सदनिका क्र.2002,विमावा भजला,ब्लॉक 14,"टिन वीकेसी",सर्व्हे नं.341(पार्ट),सीटीएम नं.649(पिटी)आणि 649/1 ते 649/48,गांधीनगर,बांद्रा ईस्ट,मुंबई मुन्सिपल एच ईस्ट वॉर्ड,मुंबई सबअर्वन,क्षेत्र 105.87 चौ.मी.कारपेट + 6.11 चौ.मी.युटिलिटी/ड्रेक/ट्रेस/वाल्कनी,रेग नुसार.2 कार पार्किंग सहित((C.T.S. Number : 649 (PT) AND 649/1 TO 649/48. ;))
(5) क्षेत्रफळ	1) 105.87 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/विद्वत ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-एमआयजी (बांद्रा) रियल्टर्स अँड विल्डर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरी करिता फैजान पाशा तर्फे कु. सु. म्हणून संतोष गोस्वले - वय:-52; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- डी वी मेट्रोल,मौलाना आझाद रोड,रंगवाला कंपाउंड,जाकोबा सर्कल,मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400011 पॅन नं:-AABCL3291N 2): नाव:-रेडिअम इस्टेट्स अँड डेव्हलपर्स प्रा. लि. तर्फे अधिकृत स्वाक्षरी करिता कुणाल पंचमीया तर्फे कु. सु. म्हणून अतमोल वाणी - वय:-27; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- वन वीकेसी,१६०१ ए ब्लॉक,प्लॉट नं मी ६६, जी ब्लॉक,बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा ईस्ट,मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400051 पॅन नं:-AAECV8428Q
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-थीजिन कारगल पुतनपुरविल - - वय:-53; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- १५०५,ऑगस्टज रद्देजा अँक्रोपोलिस-२,टेलीकॉम फॅक्टरी देवनार जवळ,मुंबई., महाराष्ट्र, MUMBAI. पिन कोड:-400088 पॅन नं:-AOWPS3171A 2): नाव:-डीभी थ्रीजिन - - वय:-46; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- १५०५,ऑगस्टज रद्देजा अँक्रोपोलिस-२,टेलीकॉम फॅक्टरी देवनार जवळ,मुंबई., महाराष्ट्र, मुम्बई. पिन कोड:-400088 पॅन नं:-BAWPS2085N
(9) दस्तऐवज करून दिल्याचा दिनांक	24/11/2023
(10)दस्त नोंदणी केल्याचा दिनांक	24/11/2023
(11)अनुक्रमांक,खंड व पृष्ठ	19484/2023
(12)बाजारभावाप्रमाणे मूद्रांक शुल्क	3486300
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवरी अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहत्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 24/11/2023) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

सह दुय्यम निबंधक अधेरी-४
मुंबई उपनगर जिल्हा

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED	eChallan	69103332023111614299	MH011034525202324E	3486300.00	SD	0005987830202324	24/11/2023
2		DHC		1123177802853	1500	RF	1123177802853D	24/11/2023
3		DHC		1123176602619	2000	RF	1123176602619D	24/11/2023
4	RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED	eChallan		MH011034525202324E	30000	RF	0005987830202324	24/11/2023

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