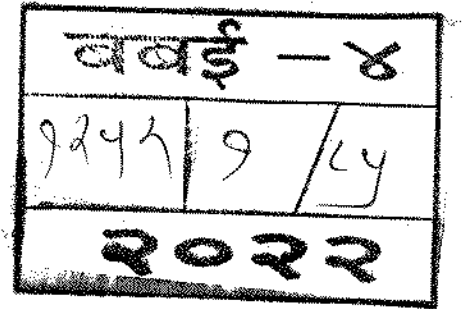
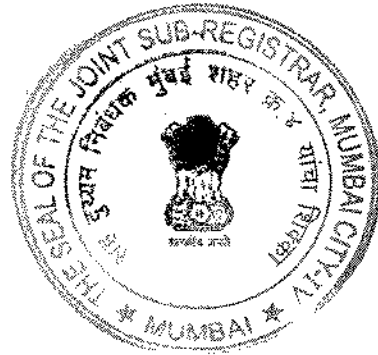
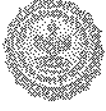


मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)						
Valuation ID	2022012743			27 January 2022,08:23:18 AM		
मूल्यांकनाचे वर्ष	2021					
जिल्हा	मुंबई (मेन)					
मूल्य विभाग	12-लीअर परेल डिव्हीजन					
उप मूल्य विभाग	12/91Hभूभाग :पूर्वेस नाम जोशी मार्ग, पश्चिमेस शिवराम शेठ अमृतवार मार्ग, उत्तरेस पांडुरंग बुधकर मार्ग व दक्षिणेस गणपतराव कदम मार्ग					
सर्हे नंबर /न. भू क्रमांक :	सि.टी.एस. नंबर#464					
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.						
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक	
129420	327610	374860	439100	327610	चौरस मीटर	
बांधीव क्षेत्राची माहिती						
बांधकाम क्षेत्र (Built Up)	120.285 चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	6 TO 2 वर्ष	मूल्यदर/बांधकामाचा दर -	Rs.327610/-	
उद्भवान सुविधा-	आहे	मजला -	31st floor And Above	कार्पेट क्षेत्र-	109.35 चौरस मीटर	
प्रकल्पाचे क्षेत्र-	2 to 10 hecter	रस्ता सन्मुख -				
Sale Type - First Sale						
Sale/Resale of built up Property constructed after circular dt.02/01/2018						
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर = (घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %)						
प्रकल्पाचे क्षेत्रानुसार निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs 343990.5/-						
मजला निहाय घट/वाढ = 120% apply to rate= Rs.412788/-						
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर * खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) * खुल्या जमिनीचा दर)						
= ((412788-129420) * (100 / 100)) + 129420)						
= Rs 412788/-						
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र						
= 412788 * 120.285						
= Rs.49652204.58/-						
E) बंदिस्त वाहन तळाचे क्षेत्र 27.5 चौरस मीटर						
बंदिस्त वाहन तळाचे मूल्य = 27.5 * (412788 * 25/100)						
= Rs 2252318.75/-						
एकत्रित अंतिम मूल्य						
= मुख्य मिळकतीचे मूल्य + तळाघराचे मूल्य + मेट्रोलाईन मजला क्षेत्र मूल्य + लागतव्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भवित्त्याच्या खुल्या जागेचे मूल्य + बंदिस्त बात्कानी + मेकॅनिकल वाहनतळ						
= A + B + C + D + E + F + G + H + I + J						
= 49652204.58 + 0 + 0 + 0 + 2252318.75 + 0 + 0 + 0 + 0 + 0						
=Rs.51904523.33/-						





CHALLAN
MTR Form Number-6



GRN	MH012096603202122E	BARCODE			Date	24/01/2022-15:57:17	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BOM2_JT SUB REGISTRAR MUMBAI CITY 2					
Location				MUMBAI					
Year				2021-2022 One Time					
Account Head Details				Amount In Rs.					
0030045501 Stamp Duty				2708000.00					
0030063301 Registration Fee				30000.00					
Total				27,38,000.00					
Payment Details				IDBI BANK					
Cheque/DD Details				FOR USE IN RECEIVING BANK					
Cheque/DD No.				Bank CIN		Ref. No.		69103332022012515401 706607317	
Name of Bank				Bank Date		RBI Date		25/01/2022-19:20:22 Not Verified with RBI	
Name of Branch				Bank-Branch		IDBI BANK			
				Scroll No. , Date		Not Verified with Scroll			
				Amount In		Twenty Seven Lakh Thirty Eight Thousand Rupees Onl			
				Words		y			
				Remarks (If Any)					
				PAN2=AHWPJ1740K~SecondPartyName=Sunil James~CA=54153381					

Department ID :

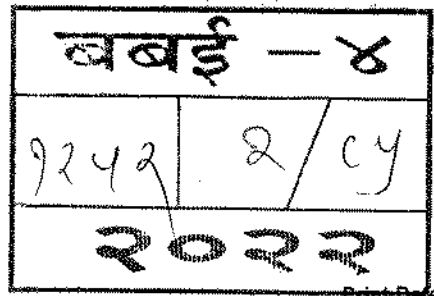
Mobile No. :

9967516313

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

सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

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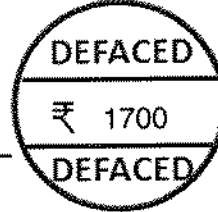


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2601202202712	Receipt Date	27/01/2022
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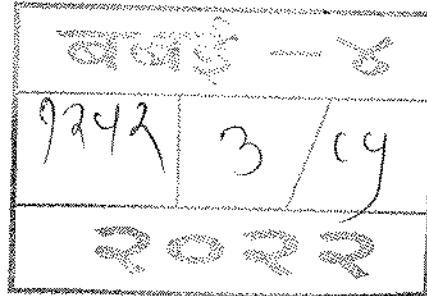
Received from MDL, Mobile number 0000000000, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered on Document No. 1252 dated 27/01/2022 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.



Payment Details

Bank Name	sbiipay	Payment Date	26/01/2022
Bank CIN	10004152022012602533	REF No.	202202606334298
Deface No	2601202202712D	Deface Date	27/01/2022

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

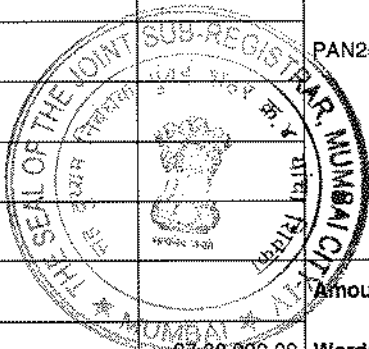
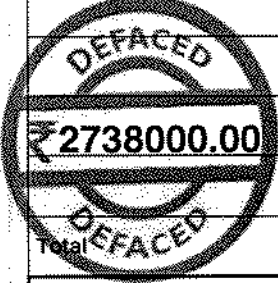




CHALLAN
MTR Form Number-6



GRN	MH012096603202122E	BARCODE	[Barcode]		Date	24/01/2022-15:57:17	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				BOM2_JT SUB REGISTRAR MUMBAI CITY 2				
Location				MUMBAI				
Year				2021-2022 One Time				
Account Head Details				Amount In Rs.		Premises/Building		
0030045501 Stamp Duty				2708000.00		Road/Street		
0030063301 Registration Fee				30000.00		Area/Locality		
						Town/City/District		
						PIN		
						4 0 0 0 1 3		
				Remarks (If Any)				
				PAN2=AHWPJ1740K SecondPartyName=Sunil James-CA=54153381				
								
Total				27,38,000.00		Amount In Words		
				Twenty Seven Lakh Thirty Eight Thousand Rupees Onl y				
Payment Details				IDBI BANK				
Cheque-DD Details				FOR USE IN RECEIVING BANK				
Cheque/DD No.				Bank CIN	Ref. No.	69103332022012515401	706607317	
Name of Bank				Bank Date	RBI Date	25/01/2022-19:20:22	Not Verified with RBI	
Name of Branch				Bank-Branch		IDBI BANK		
				Scroll No. , Date		Not Verified with Scroll		



Department ID : Mobile No. : 9967516313
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुय्यम निबंधक कार्यालयत नोदणी करावयाच्या दस्तासाठी लागू आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही .

Challan Defaced Details

सह. निबंधक वर्ग - २
 [Signature]

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-508-1252	0005882538202122	27/01/2022-12:06:45	IGR549	30000.00
2	(iS)-508-1252	0005882538202122	27/01/2022-12:06:45	IGR549	2708000.00
Total Defacement Amount					27,38,000.00

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 27TH day of JAN 2022

BETWEEN:

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

AND

Sunil James and Aditi Sunil residing / having its address at Flat No.1902, C Wing, Adani Western Heights, J. P. Road, Opp Gurudwara, Four Bungalows, Andheri (West), Mumbai - 400058 Maharashtra India and assessed to income tax under permanent account number (PAN) **AHWP1740K**, AGAR 87639H hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

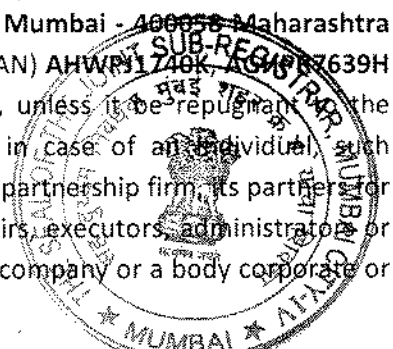
The Company and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**"







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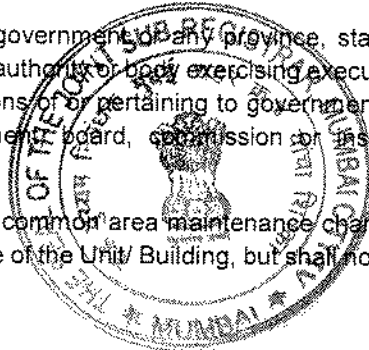
WHEREAS:

- A. The Company has constructed the Building (as defined herein) as part of the Project (as defined herein) on the Larger Property (as defined herein).
- B. The chain of title of the Company to the Larger Property is at **Annexure 2 (Chain of Title)**.
- C. A copy of the Report on Title in respect of the Larger Property is at **Annexure 3 (Report on Title)**.
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at **Annexure 4 (Key Approvals)**. Applications for further Approvals may be under consideration of the relevant Authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building has been under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local Authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5 (Floor Plan)**.
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITIONS**

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

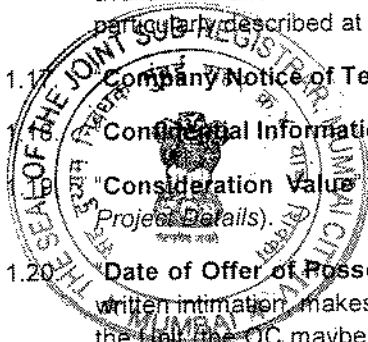


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- 1.7. "Building" shall mean the single/multi-storied building constructed / being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall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

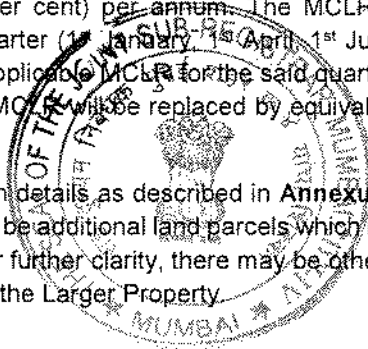


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- 1.22. "Exclusive Balcony/ Veranda/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use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



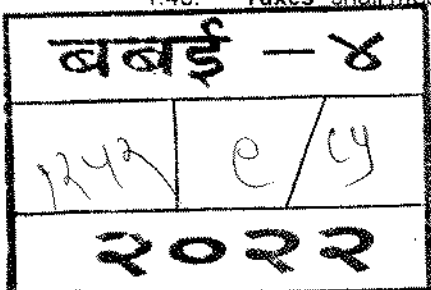
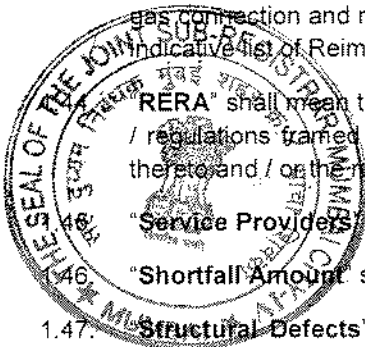
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- 1.34. "Liquidated Damages" shall mean an amount equivalent to 10% (ten per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.35. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.36. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A** (Other Amounts Payable before DOP).
- 1.37. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.38. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.39. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.40. "Project" shall mean the project with RERA registration number as stated in **Annexure 6** (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.41. "Property Tax" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the common areas of the Building.
- 1.42. "Refund Amount" shall mean:
- 1.42.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Consideration Value or part thereof, paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to third parties by the Company on behalf of the Purchaser, including but not limited to, stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

- 1.43. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit, including but not limited to, LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure 6A** (Other Amounts Payable before DOP).
- "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.
- "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.46. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.47. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.
- 1.48. "Taxes" shall mean and include Direct Tax and Indirect Tax.



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- 1.49. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
 - the benefit of this Agreement; and, or,
 - in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25% (twenty five per cent) of the voting rights and, or, economic interest;
 - in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 1.50. "Ultimate Organization" shall mean the company/ condominium/ society/ other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14. Till such time that the management of the Ultimate Organization is handed over to the representatives elected by the purchasers/ owners of all the units in the Building, all rights and powers of the Ultimate Organization shall vest in and be exercised by the Company.
- 1.51. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floor plan thereto (with unit shaded) annexed as Annexure 5 (Floor Plan) hereunder.

2. RULES FOR INTERPRETATION

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

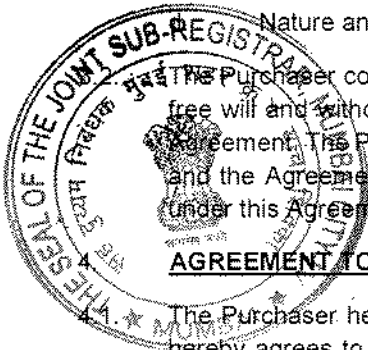
 

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- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser and has been arrived at having regard to *inter alia* the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/ marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Purchaser hereby further agrees, acknowledges and accepts that Liquidated Damages are not penal and essentially in the nature of guarantee by the Purchaser to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Company will be entitled to adjust the Liquidated Damages as earnest money under this Agreement in case of any failure / non-compliance on the part of the Purchaser. Forfeiture of Liquidated Damages is for the sole purpose of reasonably compensating the Company for the loss or damage that is suffered / likely to be suffered by the Company on account of breach / contravention of the terms of this Agreement by the Purchaser. The Purchaser hereby waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein or otherwise contending to the contrary.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. All references in this Agreement to the term 'Date of Offer of Possession' / 'DOP' shall be read and construed as reference to 'Extended DOP', if and as applicable.
- 2.14. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. **DISCLOSURES AND TITLE**

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) the Purchaser has taken inspection of all the relevant documents; and (iii) the Purchaser has, in relation to the Unit/ Building/ Larger Property, satisfied himself of *inter alia* the following:
- Nature of the Company's right, title and encumbrances, if any;
 - The Approvals (current and future);
 - The drawings, plans and specifications; and
 - Nature and particulars of fixtures, fittings and amenities.



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

AGREEMENT TO SELL AND CONSIDERATION

The Purchaser hereby agrees to purchase/ acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Consideration Value as set out in **Annexure 6 (Unit and Project Details)**, subject to the terms and conditions mentioned herein and the Approvals.

- 4.2. The Consideration Value shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**. The Purchaser shall be responsible for ensuring that payment of each installment is made within

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14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

4A. OTHER AMOUNTS PAYABLE

All other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, shall be paid by the Purchaser to the Company in the manner more particularly described at **Annexure 6A (Other Amounts Payable before DOP)** within 15 (fifteen) days of such demand being made by the Company, time being of the essence. The Possession of the Unit as provided under Clause 10 herein is subject to payment of all amounts under this Agreement including the amounts set out at **Annexure 6A (Other Amounts Payable before DOP)**.

4B. TERMS OF PAYMENT

4B.1 The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

- a. Shall make payment of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto as per the timelines set out herein, without any delay or demur for any reason whatsoever;
- b. Shall observe all covenants, obligations and restrictions stated in this Agreement; and
- c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4B.2 It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

- a. **Firstly**, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
- b. **Secondly**, towards Interest due as on the date of payment;
- c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Consideration Value along with all other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges, dues and Taxes payable or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
- d. **Fourthly**, towards outstanding dues, including Consideration Value and any other amounts payable in respect of the Unit or under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Company.

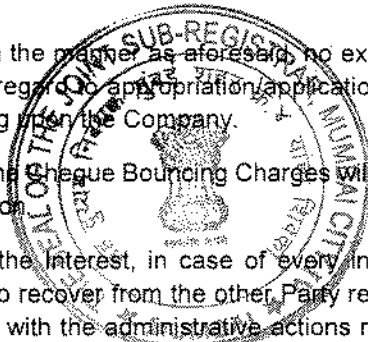
4B.3 In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

4B.4 The Parties agree that, in addition to the interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Rupees

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Twenty Thousand Only) per instance of delayed payment in 2021 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

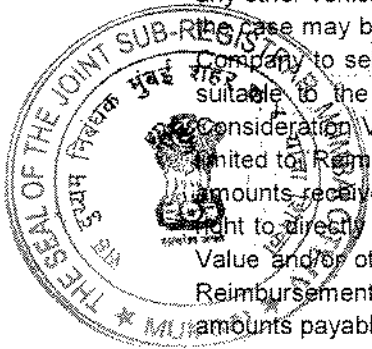
5. **CONSTRUCTION AND DEVELOPMENT**

- 5.1. The Company has constructed the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2. The Parties agree that the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/ Ultimate Organisation. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 5.3. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be, at absolute liberty, to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. **SECURITIZATION**

- 6.1. The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges and/or part thereof and any amounts received/receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein.

- 6.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value or any other amounts payable under this Agreement, including Reimbursements and Maintenance Related Charges paid by the Purchaser for the Unit and



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any payment made by the Purchaser to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. **LOANS AGAINST THE UNIT**

7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement ("Loan") and any mortgage created or to be created over the Unit in connection with such Loan (which shall require the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements and Maintenance Related Charges or any parts thereof and/or any other amounts payable hereunder.

7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Consideration Value and any other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

7.4. The Purchaser indemnifies and hereby agrees to keep harmless and indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/ financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

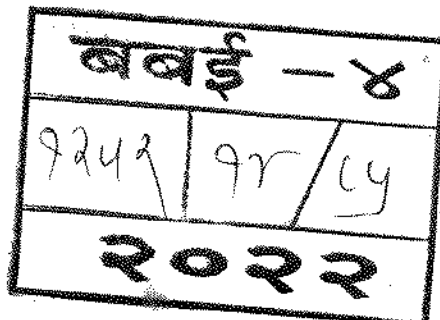
8. **CAR PARKING**

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in Annexure 6 (Unit and Project Details) hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

8.2. The Purchaser is aware and agrees and acknowledges that the Car Parking Spaces to be allotted / allocated to the Purchaser may be in stack or tandem or any other format or manner









as may be permissible under Applicable Law. The Purchaser hereby agrees, acknowledges and confirms that the Purchaser shall not raise any objection in respect of the format of Car Parking Spaces that may be allocated pursuant to this Agreement. The Purchaser hereby agrees not to raise any claim or grievance in respect of the Car Parking Spaces being allotted / allocated to the Purchaser.

9. **REGISTRATION**

9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/ co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. **POSSESSION**

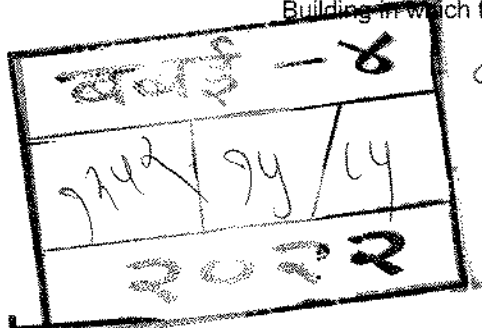
10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Reimbursements, Maintenance Related Charges and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit to the Purchaser on or before the estimated DOP as extended by the grace period set out at **Annexure 6 (Unit and Project Details)** and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the "**Extended DOP**") i.e. estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + grace period as set out at **Annexure 6 (Unit and Project Details)** + further extension as may be applicable pursuant to Clause 10.4).

10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("**Possession Demand Letter**") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 (two) months from the date of the Possession Demand Letter and the Purchaser alone shall be responsible/ liable in respect any loss or damage that may be caused to the Unit after this date.

10.3. The Company has obtained occupation certificate for the Unit ("**OC**") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law). The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.

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

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



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

- 10.5. Without derogating from the generality of Clause 10.1 to 10.4 above, in the event that the Company fails to offer possession of the Unit to the Purchaser within a period of 4(four) months from the date of payment of all amounts due and payable by the Purchaser ("Handover Period"), the Purchaser will be entitled to receive a monthly rental compensation from the expiry of the Handover Period upto the date on which possession of the Unit is offered. For the avoidance of doubt, it is clarified that the monthly rental compensation will be calculated considering rents being paid for units at similar projects, of similar value and similar configuration. Such calculation for rental compensation shall be solely determined by the Company and the Purchaser hereby waives any right to raise any dispute in relation to the same. Other than the monthly rental compensation, the Purchaser shall not be entitled to receive any other amounts or benefits of any sort on the account of the possession of the Unit not being offered by the Company to the Purchaser on or prior to the expiry of Handover Period. The Purchaser hereby further agrees and undertakes to accept such monthly rental compensation as complete fulfilment of any claim against the Company on account of the Unit not being offered by the Company to the Purchaser on or prior to the expiry of the Handover Period.

11. TERMINATION

- 11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of any change in the Consideration Value or other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Charges and Indirect Taxes thereto.

Company's Right to Terminate

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

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

11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event, the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in Applicable Law, have the option to the terminate this Agreement sending the Company Notice of Termination.

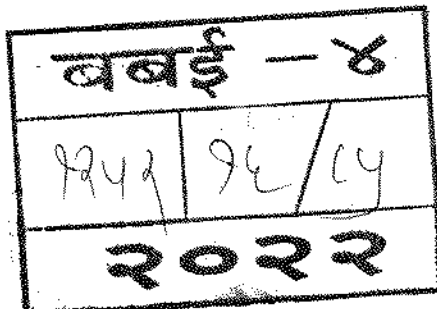
11.3. Consequences of Termination and Payment of Refund Amount

11.3.1. On a termination of this Agreement by the Company in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.3.2.

11.3.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 (twelve) months from the date of receipt







of the Company Notice of Termination by the Purchaser, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. **DEFECT LIABILITY**

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

13. **SET OFF / ADJUSTMENT**

- 13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company, including the Consideration Value, Reimbursements, Maintenance Related Amounts, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and/or in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection and/or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14. **ULTIMATE ORGANISATION**

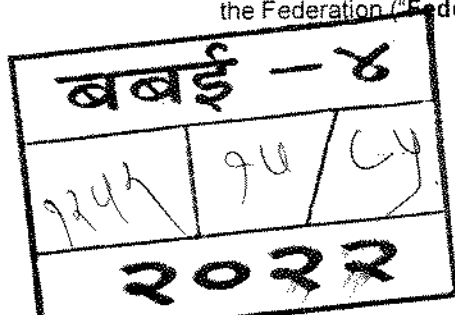
- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may, in its sole discretion, decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.

- 14.2. Where the Project consists of more than one building, separate ultimate organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the ultimate organisation(s) shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.



- 14.3. Within 18 (eighteen) months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation ("Building Conveyance") in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, and any and receive the entire consideration amount and outstanding dues from the purchasers, and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

- 14.4. Within 18 (eighteen) months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation ("Federation Conveyance") in respect of all of the Company's right, title and



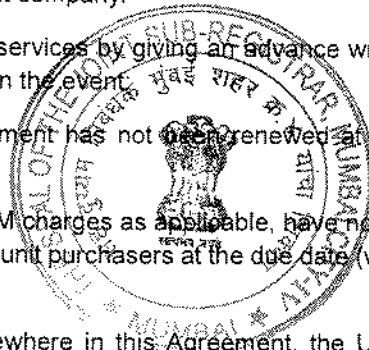
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interest in the Larger Property subject to and excluding the Building Conveyance and also subject to the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise.

- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organisation/ Federation, shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation/ Federation.
- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organisation/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.
- 14.7. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances.

15. **FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB**

- 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company ("FMC"). The FMC will be appointed by the Company for a period of upto 60 (sixty) months, commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.
- 15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event
- the period of FMC's appointment has not been renewed for at least 6 (six) months before expiry thereof; or
 - the BCAM Charges and FCAM charges as applicable, have not been paid by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).
- 15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building.



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15.4. The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the BCAM Charges and FCAM Charges (collectively, the "CAM Charges") as set out at **Annexure 6A (Other Amounts Payable before DOP)**. The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/ HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals.

15.6. The Purchaser shall be obliged to pay the same in advance on or before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on or before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on or before 30th August.

15.7. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.

15.8. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 7.5% (seven point five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.

15.9. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in **Annexure 6A (Other Amounts Payable before DOP)** from the CAM Commencement Date on or before the Date of Offer of Possession.

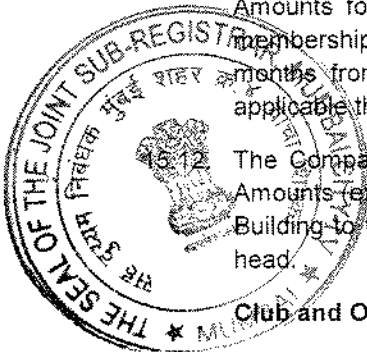
15.10. The Purchaser is aware and hereby confirms that no CAM Charges shall be payable on any unit by the Company. For any unit, the CAM Charges shall commence only after the sale of the unit and/or upon offer of possession (whichever is later). However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.

15.11. All Maintenance Related Amounts stated in **Annexure 6A (Other Amounts Payable before DOP)** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.11 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/ Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the ultimate organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.

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

Club and Other Key Common Areas

15.13. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the



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FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

- 15.14. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s), as they may deem fit and the Purchaser shall not be entitled to object to the same.
- 15.15. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/ operators ("**Service Providers**") in relation to the operation of certain facilities/ amenities which are located in constructed spaces that have not been counted in FSI ("**FSI Free Constructed Spaces**") by the concerned Authorities on account of such spaces so as to facilitate the recreation/ comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organisation, subject to the following restrictions:
- Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.
 - Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
 - Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.16. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/ FMC or through the Service Providers/ FMC. The Company does not warrant or guarantee the use or performance of these services provided by the respective Service Providers/ FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise in respect of these services provided by the respective Service Providers/ FMC.

16. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**

- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

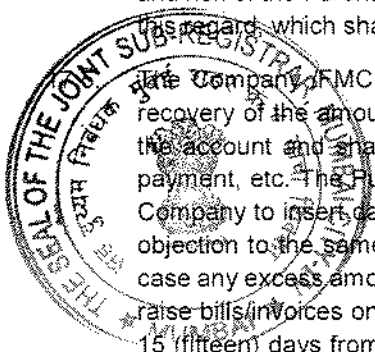
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- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the Authorities ("**Shortfall Amount**"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount collected *vis-à-vis* the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation.
- 16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser within 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period from commencement of construction till the Date of Offer of Possession as specified at **Annexure 6A (Other Amounts Payable before DOP)**. The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. **BUILDING PROTECTION DEPOSIT**

- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A (Other Amounts Payable before DOP)** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in



As per the date Company/FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company/FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the

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Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, at the time same is formed.

18. **INDIRECT TAXES AND LEVIES**

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

19. **INTEREST**

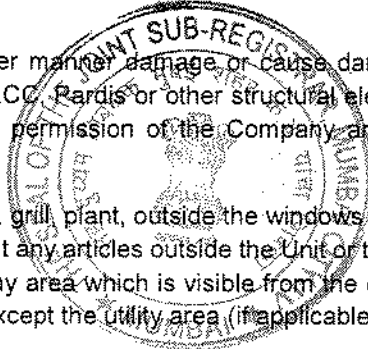
19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.32) on all the amounts, including the Consideration Value, Reimbursements, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

20.1. The Purchaser, for himself and with the intention to bring all persons into whose hands the Unit may come, hereby covenants and undertakes:

a. To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organisation / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Company);
- (ii) Not make any changes to the common area/lobby and structural changes in the Building;
- (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
- (v) Not change the location of the wet/waterproofed areas;
- (vi) Not make any alteration in the elevation and outside color scheme of the Building;
- (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Rardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation;
- (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and



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- (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
- b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company, as amended, from time to time.
- c. The Purchaser hereby agrees and acknowledges that the Purchaser is aware that some or all of the EBVT area is excluded/not counted in FSI. The Purchaser has studied and understood the plans approved by the concerned Authorities and agrees to raise no claim in relation to the manner of approval of the EBVT areas.
- d. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP. In the event such Piped Gas Connection is not provided within the aforementioned period, any and all amounts paid by the Purchaser towards such Piped Gas Connection will be refunded to the Purchaser without any interest thereon ("**Piped Gas Connection Charges**"). The Purchaser agrees and acknowledges that on the refund of the Piped Gas Connection Charges, the Company will not have any further obligation or liability towards the Purchaser in this regard.
- e. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.



The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation / Federation.

The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

- h. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Building and/or Ultimate Organisation shall not be changed without the prior written consent of the Company.



The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.

The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.

The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.

Not to put any claim in respect of the restricted amenities including open spaces, or space available for hoardings, gardens attached to other units or terraces and

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the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

- m. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.
- n. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- o. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz., user for any purposes other than for residential or otherwise.
- p. In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A (Other Amounts Payable before DOP)** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.
- q. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit, as applicable, without obtaining the prior written approval of the Ultimate Organization of the Building and the Federation separately. Such approval shall not be unreasonably withheld but shall be subject to: (i) the OC in respect of the Unit having been received; (ii) all amounts payable by the Purchaser towards the Unit in terms of this Agreement, including Consideration Value, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, having been paid fully and irrevocably; (iii) clearance of all payables, arrears and outstanding amounts towards CAM Charges and Maintenance Related Amounts; and (iv) the Purchaser not being in breach of any of the terms and conditions of this Agreement. The Purchaser further confirms that any document for sale/transfer/lease etc. which is entered into without obtaining the prior written approval of the Ultimate Organisation and the Federation, shall be void and shall not be binding on the Company.
- r. The Purchaser is aware that certain parts of the larger Property are earmarked for exclusive use by the residents of the specific Unit(s) and the Purchaser hereby agrees to not interfere in any manner, direct or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard.
- s. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.
- t. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not

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limited to, the application form, allotment letter, brochure or electronic communication of any form.

- u. Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.
- v. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- w. The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organisation to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, of any nature whatsoever in this regard, from the Ultimate Organization and, or, Federation (as the case may be) for the purpose and further, without payment of any charges / transfer fee to the Ultimate Organisation and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organisation and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation and, or, Federation to issue such consents and, or, permissions forthwith on request. The Company shall provide written intimation of such sale to the Ultimate Organization and, or, Federation within 30 (thirty) days of such sale being completed and the Ultimate Organization / Federation shall add such purchaser as its member, without any delay or demur and further, without any charge being levied for addition of such new member(s). Such purchaser of unsold unit/s shall, in any case, deemed to be a member of the Ultimate Organisation.



The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessées/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organisation/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(w) and (x), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.

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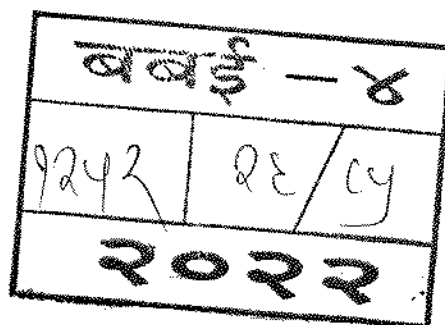
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- y. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate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

[Handwritten signatures]



letters, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.

21. **SPECIAL CONDITIONS**

21.1. The Parties agree to adhere to the conditions set out in **Annexure 8 (Special Conditions)** and agree that these conditions shall prevail over any other conflicting provision of this document.

22. **MISCELLANEOUS**

22.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in Applicable Law of the Building, Project or Larger Property or any part thereof.

22.2. All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6 (Unit and Project Details)**. Electronic communication (e.g. email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.

22.3. The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.

22.4. Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6 (Unit and Project Details)** hereto in the subject line in following manner "CI: xxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be *non-est*/null and void.

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

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

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

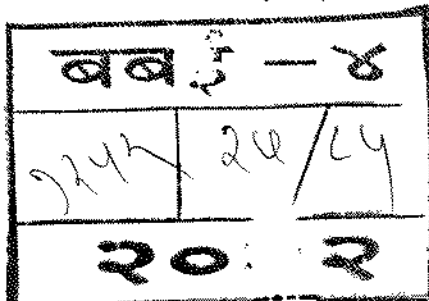
The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

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

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

24. **SEVERABILITY**

24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or



enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

- 24.2. The Parties shall negotiate, in good faith, to replace such unenforceable provisions with provisions which most nearly give effect to the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

25. **WAIVER**

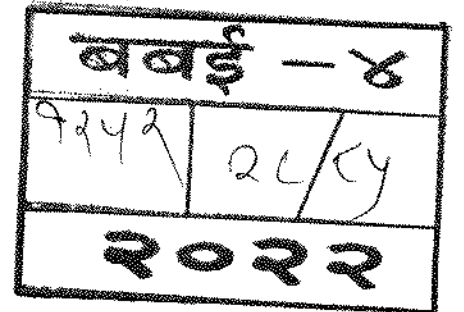
- 25.1. Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

26. **ENTIRE AGREEMENT**

- 26.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except in writing signed by both the Parties.

27. **CONFIDENTIALITY**

- 27.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.
- 27.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.
- 27.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
- such disclosure is required by Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organisation or other recognized investment exchange having jurisdiction over the Parties; or
 - such disclosure is required in connection with any litigation; or
 - such information has entered the public domain other than by a breach of the Agreement.



Annexure 1

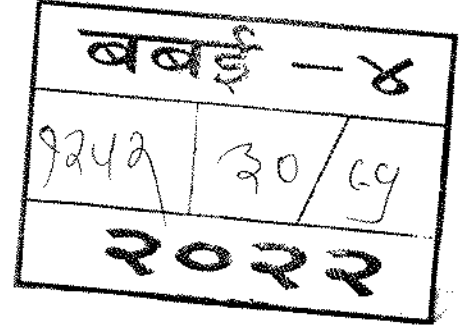
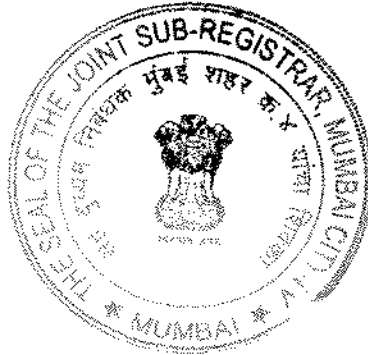
(Description of Larger Property)

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

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

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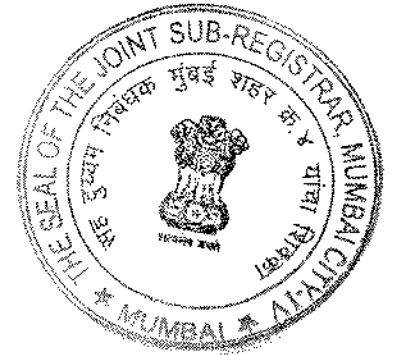
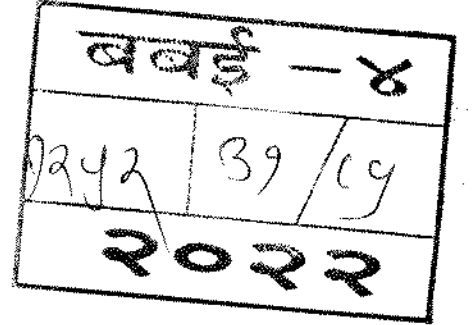


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Annexure 2

(Chain of Title)

1. By an Indenture of Conveyance dated 10th October, 2005 (registered with the office of the Sub Registrar of Assurances at Mumbai under serial no. BBE-2/9009/2005 on 11th October, 2005) the National Textile Corporation (South Maharashtra) Limited (Unit: Mumbai Textile Mills), as Vendors of the One Part granted and conveyed unto Jawaala Real Estate Private Limited, as the Purchasers of the Other Part, all that piece and parcel of land bearing C.S. No. 464 of Lower Parel division, lying being and situate at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 and admeasuring 65,724.12 square meters of thereabouts (herein referred to as "Larger Property").
2. By Order dated 18 October 2017, the National Company Law Tribunal sanctioned the scheme of amalgamation of Jawaala Real Estate Private Limited with Lodha Developers Private Limited, (changed to Lodha Developers Limited and now known as Macrotech Developers Limited) i.e. the Company herein, whereby the whole undertaking of the said Jawaala Real Estate Private Limited as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits stand transferred to and vested in the Company herein.
3. In view thereof, the Company is seized and possessed of and well and sufficiently entitled to the said Larger Property.



SECOND SUPPLEMENTAL REPORT ON TITLE

- Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division
- This is Second Supplemental Report on Title to my Report on Title dated 17th September 2014 read with First Supplemental Report dated 16th June 2015 hereto given by me for my client Jawala Real Estate Private Limited ("Company") with respect to their title to the Property more particularly described in Schedule hereunder written and there under written.
 - With a view to update my aforesaid Reports on Title to assimilate the financial transactions executed and registered by the said Company with IDBI Trusteeship Services Limited and IL & FS Trust Company Limited in connection with the said Property, this Second Supplemental Report on Title came to be occasioned.
 - Under Clause 18 (a) and (b) of my Report on Title dated 17th September 2014, I have inter alia referred to two Deeds of mortgage dated 21st October 2012 and 1st November 2012 for credit facilities availed by the said Company on the security of the said Property and construction thereon.
 - In the course of a time, the mortgages referred under Clause 18 (a) and (b) of my Report on Title dated 17th September 2014 have been redeemed by and under
 - Release Deed dated 8th July 2015 executed and registered under No.BBE3-6663/2015 on 08/07/2015 by the IL & FS Trust Company Limited as a Security Trustee in favour of Jawala Real Estate Private Limited as a Mortgagor / Borrower where under the said Security Trustee has re-granted, reassured, released and discharged to and unto the said Mortgagor / Borrower (a) All that piece and parcel of land admeasuring 2485.10 sq. mtrs. along with the residential building known as Trump Tower or Building No.4 with a minimum FSI of 61857.17 sq.m. out of total land admeasuring 65,833.80 sq. mtrs. situated at Cadastral Survey No. 464 of Lower Parel Division Senapati Bapat Marg, Lower Parel, Mumbai 400 013 along with its receivables & (b) All that piece and parcel of land admeasuring 1659.86 sq. mtrs. with the residential building known as Parkside Tower No. 2 with a minimum FSI of 53268.02 sq.mtrs. out of total land admeasuring

65,833.80 sq. mtrs. situate at Cadastral Survey No. 464 of Lower Parel, Senapati Bapat Marg, Parel, Mumbai 400013 along with receivables.

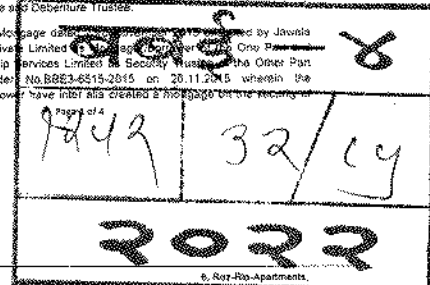
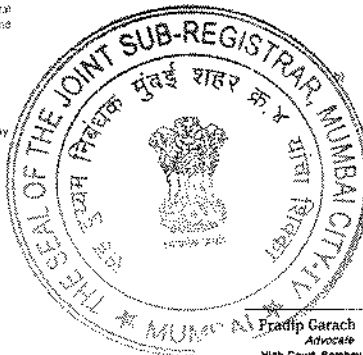
- Release Deed dated 16th July 2015 executed and registered under No.BBE3-3744/2015 on 16/07/2015 by the IL & FS Trust Company Limited as a Security Trustee in favour of Jawala Real Estate Private Limited as a Mortgagor / Borrower whereunder the Security Trustee has re-granted, reassured, released and discharged to and unto the said Mortgagor / Borrower, Land being all that piece or parcel of land aggregate 65,693.80 square meters of thereabouts along with four buildings to be constructed thereon with saleable area upto 4,348,521 square Feet, bearing Cadastral Survey No.464 of Lower Parel Division situate at Senapati Bapat Marg & Parel, Mumbai - 400 013, within the Registration District of Mumbai together with receivables and Escrow Account in connection therewith.
- Thereafter, the said Company once again has availed of credit facilities on the security of the said Property and construction thereon by execution and registration of new Deeds of Mortgage details whereof as follows:
 - By a Deed of Mortgage dated 27th July 2015 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-3923-2015 on 27.07.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of (i) All that piece and parcel of land admeasuring 2485.10 sq. mtrs. along with the residential building known as Trump Tower or Building No. 4 (excluding the Public Parking Lots and the units sold allotted amounting to 443,713 sq. mtrs. and (ii) All that piece and parcel of undivided interest in land admeasuring 44,875.87 sq. mtrs. out of total land admeasuring 65,833.80 sq. mtrs for credit facilities and on terms, conditions and covenants stated therein.
 - By a Deed of Mortgage dated 27th July 2015 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-3922-2015 on 27.07.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of

THIRD SUPPLEMENTAL REPORT ON TITLE

- Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division
- This is Third Supplemental Report on Title to my Report on Title dated 17th September 2014 read with First Supplemental Report dated 16th June 2015 and Second Supplemental Report dated 11th September 2015 hereto given by me for my client Jawala Real Estate Private Limited (now merged with Lodha Developers Private Limited) ("Company") with respect to their title to the Property more particularly described in Schedule hereunder written and there under written.
 - With a view to update my aforesaid Reports on Title to assimilate the financial transactions executed and registered by the said Company in connection with the said Property as well as merger of the Jawala Real Estate Private Limited with Lodha Developers Private Limited, this Third Supplemental Report on Title came to be occasioned.
 - Thereafter, the said Company once again has availed of credit facilities on the security of the said Property and construction thereon by execution and registration of new Deeds of Mortgage details whereof as follows:
 - In my Second Supplemental Report in Clause 5 (c) I have referred to Amortatory cum Supplemental Deed of Mortgage dated 4th August 2015 where through oversight it is wrongly stated that the Company has taken credit facilities on security of Tower 1 and 3 as mentioned in the Schedule II Part A and Schedule III Part A. This Amortatory cum Supplemental Deed of Mortgage is insert to incorporate Bank of Baroda Consortium along with HDFC Limited as well as IDBI Trusteeship Services Limited be referred as Security Trustee and Debenture Trustee.

Dated this 11th day of September 2015

Pradip Garach
(Pradip Garach)
Advocate High Court, Bombay



- By a Deed of Mortgage dated 27th July 2015 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE3-3923-2015 on 27.07.2015 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Tower 1 & 3, Tower 1 & 3 Receivables, Tower 1 & 3 Appurtenant Land, Escrow Account and first pari passu charge in favour of the Security Trustee on behalf of the Term Lenders (BOB and Others) on the Common Amenities Area which shall be shared on a pari passu basis with HDFC Limited, SCB and Existing Debenture Holder 3 as described in Article 2 and Schedule - I therein, to be held by Security Trustee for the Term Lenders for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.
- By a Deed of Mortgage dated 25th October 2016 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE1-8144/2016 on 25.10.2016 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Tower 5, 6 and 7, Tower 5, 6 and 7 Receivables, Tower 5, 6 and 7 Appurtenant Land and first pari passu charge on the common amenities for the benefit of all the Lenders, in favour of the Security Trustee for the benefit of the Lender under the Deed of Mortgage viz. Kotak Mahindra Prime Limited to be held by Security Trustee, for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.
- Under Letter dated 16th May 2017 by Kotak Mahindra Investments addressed to the Company whereby Kotak Mahindra Investments

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

- Under an another Letter dated 16th May 2017 by Kotak Mahindra Prime Limited addressed to the Company whereby Kotak Mahindra Prime Limited released their charge, mortgage of interest over the properties relating to the Tower - 6 in the Project Park as well as properties relating to 7 Bungalows in Park Project with regard to the financial facilities of Rs.300 Crores in their sanction letter dated 14th October 2016 and 2nd March 2018 along with non-convertible debentures of 20 Crores subscribed by them.
- Under an another Letter dated 16th May 2017 by Kotak Mahindra Prime Limited addressed to the Company whereby Kotak Mahindra Prime Limited released their charge, mortgage of interest over the properties relating to the Tower - 8 in the Project Park as well as properties relating to 7 Bungalows in Park Project with regard to the financial facilities of Rs.200 Crores in their sanction letter dated 14th September 2017.
- By a Deed of Mortgage dated 26th May 2017 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part and IDBI Trusteeship Services Limited as Security Trustee of the Other Part registered under No.BBE1-3299-2017 on 26.05.2017 wherein the Mortgagor/Borrower have inter alia created a mortgage on the security of Tower 5, Tower 5 Receivables, Tower 6 Appurtenant Land, Escrow Account and first pari passu charge in favour of the Security Trustee on behalf of the BOI Consortium Lenders on the Common Amenities Area which shall be shared on a pari passu basis with BOB Consortium Lenders, HDFC Limited, SCB Consortium Lenders, Kotak Mahindra Prime Limited and Existing Debenture Holder 3 as described in Article 2 and Schedule - I therein, to be held by Security Trustee for the BOI Consortium, Lenders for credit facilities availed of the Mortgagor / Borrower and on terms, conditions and covenants stated therein.
- By Indenture of Mortgage dated 26th June 2017 executed by Jawala Real Estate Private Limited as Mortgagor/Borrower of the One Part in favour of IDBI Trusteeship Services Limited as Security Trustee of the Other Part

REPORT ON TITLE

Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situated at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 484 of Lower Parel Division

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

Dated this 22nd day of December 2017

Pradip Garach
Pradip Garach
Advocate High Court, Bombay

unto Purchaser i.e. the said Property more particularly described in the Schedule hereunder written and hereunder written for valuable consideration and on terms, covenants and conditions stated therein. Under MR. No.321/2005 the Property Register Card has been mutated in the name of Jawala Real Estate Private Limited by Mumbai City Survey and Land Record for the said Property.

18. By letter of possession dated 14th October, 2005, the General Manager, National Textile Corporation (South Maharashtra) (Unit Mumbai) Textile Mills at Senapati Bapat Marg, Mumbai - 400 013 handed over quiet, peaceful and vacant possession to Jawala Real Estate Private Limited.
19. In the circumstances aforesaid, the Company becomes seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.
20. The said Company is taken over and acquired by Proficient Builders Private Limited a group Company of Lodha Developers Limited (now known as Lodha Developers Private Limited) and relevant terms and papers under the Companies Act, 1956 have been filed with the Registrar of Companies for effecting the said acquisition in its record.
21. I have perused online Charge Search Report dated 21st January 2013 issued by Ms. Jini Shah, Company Secretary in respect of the said Company Jawala Real Estate Private Limited. Under the said Report the aforesaid mortgages referred hereunder, are duly registered with the Registrar of Companies, details of which are as follows:

a) By an Indenture of Mortgage dated 24th October, 2012 executed by Jawala Real Estate Private Limited as Mortgagee/Borrower of the One Part and a, & JS Trust Company Limited as Security Trustee of the Other Part (on behalf of Banking Consortium referred therein as Term Lenders viz. 1) Union Bank of India, 2) Punjab & Sind Bank, 3) Bank of Maharashtra, 4) Citibank Bank of Commerce, 5) Corporation Bank, 6) Central Bank of India, 7) State Bank of Mysore and 8) State Bank of India and Jaipur, 9) State Bank of Patiala) and registered under No.BEE-5/258-2012 on 24th November, 2012 wherein the Mortgagee/Borrower have inter alia created a mortgage on the security of the title documents of the said Property including receivables from the prospective flat purchasers/tenants/lessees in favour of the Security Trustee for credit facilities i.e. second pari passu charge on behalf of Messrs. Finance on the terms, covenants and conditions stated therein. Pursuant thereto, Form No. 8 under section 125, 127, 132, 135 of the Companies Act, 1956 has been filed with the Registrar of Companies recording creation of charge on the title document and the said Property.

Towards East : Senapati Bapat Marg and Parel (CR) Railway Station
Towards West : Boundaries of Victoria Mills
Dated this 15th day of September 2014

Pradip Garach
Pradip Garach
Advocate High Court, Bombay

Companies under Companies Act, 1956 and as such by an Order dated 15th March, 1975 NTC inter alia transferred Sankara Cotton Mills Limited to National Textile Corporation (South Maharashtra).

6. Consequently, the National Textile Corporation (South Maharashtra) Limited herein inter alia became the absolute owners of the said Property admeasuring 65,724.12 sq.mtrs or thereabouts more particularly described in SCHEDULE hereunder written by operation of the said Act.

7. By the Board Resolution dated 25th June, 1976, the said Sankara Cotton Mills Limited was merged with National Textile Mills. Under the amalgamation scheme sanctioned by the SFR, by its Order dated 25th June, 2006 it is inter alia provided that (i) the Mumbai Textile Mills to be merged with the National Textile Mills and the sale of assets of said Mumbai Textile Mills and directed to utilize the proceeds for rehabilitation revival of the viable mill, (ii) the Board of Directors of NTC (South Maharashtra) Asset Sale Committee to decide upon the disposal of the land and building.

9. NTC (South Maharashtra) Limited issued 18th May 2005 inviting bid for sale of the said Property from prospective buyers on terms and conditions stated therein. 10. The Company had submitted its bid and was declared to be the highest bidder. The bid was accepted by NTC (South Maharashtra) Limited on 22nd July, 2005. NTC (South Maharashtra) Limited accepted the bid of the Company on 22nd July, 2005. 11. As per the resolutions passed on 22nd July, 2005 of the Board of Directors of the NTC and NTC (South Maharashtra) Limited inter alia resolved that the highest bid offered by the said Jawala Real Estate Private Limited accepted by the National Textile Corporation (South Maharashtra) Limited to sell the said Property on the terms and conditions stated therein.

12. By an Indenture of Mortgage dated 10/10/2005 and Annexures therewith executed by the said Company as Mortgagee/Borrower of the One Part and a, & JS Trust Company Limited as Security Trustee of the Other Part (on behalf of Banking Consortium referred therein as Term Lenders viz. 1) Union Bank of India, 2) Punjab & Sind Bank, 3) Bank of Maharashtra, 4) Citibank Bank of Commerce, 5) Corporation Bank, 6) Central Bank of India, 7) State Bank of Mysore and 8) State Bank of India and Jaipur, 9) State Bank of Patiala) and registered under No.BEE-5/258-2012 on 24th November, 2012 wherein the Mortgagee/Borrower have inter alia created a mortgage on the security of the title documents of the said Property including receivables from the prospective flat purchasers/tenants/lessees in favour of the Security Trustee for credit facilities i.e. second pari passu charge on behalf of Messrs. Finance on the terms, covenants and conditions stated therein. Pursuant thereto, Form No. 8 under section 125, 127, 132, 135 of the Companies Act, 1956 has been filed with the Registrar of Companies recording creation of charge on the title document and the said Property.

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

14. I have perused Search Report dated 3rd July, 2012 of Mr. Sameer M. Sawant of the Search conducted in the Office of Sub-Registrar of Assurances at Mumbai for last 11 years. I have further caused Search for the year 2013 by G.K. Patil, in the said Registry Office which reflects that pursuant to the purchase of the said Property by the said Company, save and except the Sale Deed and mortgages referred above, there is no other document of title which is adverse to the title of the Company.

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

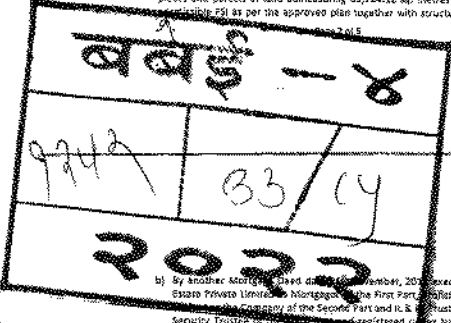
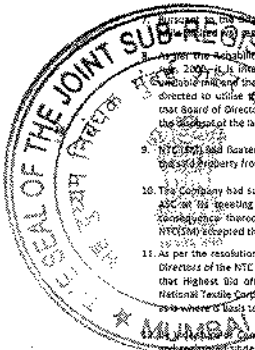
16. Subject to what is stated hereinabove and mortgages referred herein, I am of the opinion that the said Company has clear and marketable title to the said Property as Owners thereof and entitled to carry out development on the said Property.

THE SCHEDULE ABOVE REFERRED TO :

(Description of the Property)

All that piece and parcels of land and structures thereon admeasuring 65,724.12 sq. metres or thereabouts (situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 484 of Lower Parel Division known as Mumbai Textile Mills and bounded as follows:

Towards North : Pandurang Bushbay Marg
Towards South : Boundary wall of Sankara Mills Limited



ADDENDUM

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

- I have been requested by Lodha Developers Limited (hereinafter known as Lodha Developers Private Limited / Jwala Real Estate Private Limited ("Company") to issue this Addendum to place on record the documents from private company to public company, pursuant to the Certificate of Incorporation dated 15.05.2018.
- I have perused aforesaid Certificate of Incorporation dated 14.03.2018 issued by Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited company to Lodha Developers Limited. By reason whereof, the name of the Company Lodha Developers Private Limited has changed to Lodha Developers Limited with effect from 14.03.2018.
- Hence, my Report on Title dated 17th September 2014 and Supplementals thereto dated 16th June 2015, 11th September 2015 and 22nd December 2017 with respect to the Property more particularly described in Schedules thereunder and/or and development thereon stands modified and to be read and construed accordingly.

Dated this 26th day of March, 2018

Pradip Garach
Pradip Garach
Advocate High Court, Bombay

FIFTH SUPPLEMENTAL REPORT ON TITLE

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

- I have issued, on the instructions of my client Macrotech Developers Limited (hereinafter known as Macrotech Developers Limited (formerly known as Jwala Real Estate Private Limited) ("Company"), Report on Title dated 17th September 2014 and Supplementals thereto dated with Third Supplemental Report dated 28th April 2015 read with Addendum dated 28th March 2018 ("Report on Title") after also certifying that the Company has a clear and marketable title in, to, and the Property and construction thereon as absolute owners thereof and entitled to carry out further development on the said Property on the basis of the findings stated therein.
- I have been requested by Macrotech Developers Limited to update the above referred Report on Title as to its status in the fact of change of name of Lodha Developers Limited to Macrotech Developers Limited.
- By a Certificate of Incorporation, pursuant to the change of name under the provision of Rule 29 of Companies (Incorporation) Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodha Developers Limited to Macrotech Developers Limited with effect from 24th May 2018.
- By instrument of Mortgage dated 16th February 2019 executed and registered under No. HMD-3-1474 of 2019 between Lodha Developers Limited as the Borrower/Mortgagor of the One Part and FNB Trusteehip Services Limited as the Security Trustee of the other Part (hereinafter the Borrower has mortgaged to Security Trustee for the benefit of Lender FNB Limited, the Property more particularly described in Schedules thereunder written read with article - 2 of present Mortgage Deed to avail of financial facilities as defined therein on certain conditions and covenants stated therein.

- In view of the above, I hereby certify that Macrotech Developers Limited is now the owner of the said Property and development thereon subject to what is stated in aforesaid earlier Report on Title and Supplementals thereto and outstanding mortgages of FNB Trusteehip Services Limited for financial facilities defined and stated therein.
- In the previous aforesaid, earlier Report on Title and Supplementals thereto stands modified and to be read and construed accordingly.

Dated this 6th day of June, 2019

Pradip Garach
Pradip Garach
Advocate High Court, Bombay

FIRST SUPPLEMENTAL REPORT ON TITLE

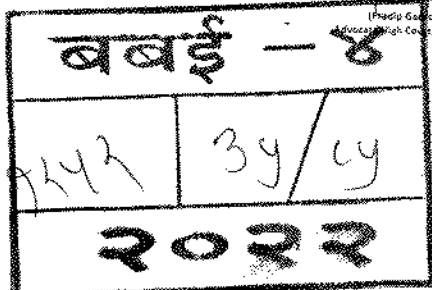
Re: All that piece and parcels of land admeasuring 65,724.12 sq. metres situate at Senapati Bapat Marg, Parel, Mumbai - 400 013 within the Mumbai Municipal Limits bearing Cadastral Survey No. 464 of Lower Parel Division

- This is First Supplemental to my Report on Title dated 17th September 2014 with respect to the captioned Property more particularly described in Schedule thereunder written. Under the said Report on Title, I have inter alia certified that Jwala Real Estate Private Limited (hereinafter referred to as a Company) has clear and marketable title to the said Property as Owners thereof and entitled to carry out development on the said Property.
- In the said Report on Title, reference is made under Clause No. 15 about the proposed merger between Jwala Real Estate Private Limited and Proficient Builders Private Limited a group Company of Lodha Developers Limited (now known as Lodha Developers Private Limited) and relevant forms and papers under the Companies Act, 1956 have been filed with the Registrar of Companies for effecting the said acquisition in its report.
- In the course of a suit on 5th November 2014 an Order has been passed by his Lordship Hon'ble Mr. Justice S.J. Kathawala in Company Scheme Petition No.412 of 2014 whereby Proficient Builders Private Limited (Transferor) ordered to be amalgamated with Jwala Real Estate Private Limited (Transferee) as per the scheme of amalgamation of arrangement attached therewith subject to sanction of a scheme in respect of Transferee Company by the High Court of Delhi at New Delhi. Under the said scheme, all the assets (movable or immovable, tangible or intangible) shall be transferred as deemed to have been transferred by Transferor Company to Transferee Company with effect from the filing of the Order sanctioning the scheme as filed with the Registrar of Companies, Mumbai and Delhi read with Clause 11 of the scheme of amalgamation arrangement.
- Thereafter, on 18th November 2014 an Order has been passed by his Lordship Hon'ble Mr. Justice Sanjeev Sachdeva in Company Petition No.422 of 2014 whereby Transferor Company merged with Transferee Company with all assets and liability under section 396 of Companies Act, 1956 as per the scheme of amalgamation of arrangement attached therewith.

- I have taken a search with an issue of the Register of Companies for the year 2014 (hereinafter referred to as the Register) and except Agreement entered by Jwala Real Estate Private Limited with various purchasers of the flat in the Building situated at the said Property, I have not found any document which adversely affects the title of the said Property in respect of the said Property.
- Apart from the above, there are no further mortgages or charges on the said Property for credit facilities from any financial institution. In fact, there are a already stated in my Report on Title dated 17th September 2014. Moreover, there are no notices, attachments or suspensions taken place in respect of the said Property which have any adverse impact on title of the Jwala Real Estate Private Limited to the said Property.
- Subject to what is stated above, a company known as Jwala Real Estate Private Limited has clear and marketable title in, to, and the Property and construction thereon as absolute owners thereof and entitled to carry out development on the said Property.
- Thus, my Report on Title dated 17th September 2014 stands modified to the extent as above and to be read and construed accordingly.

Dated this 6th day of June, 2015

Pradip Garach
Pradip Garach
Advocate High Court, Bombay

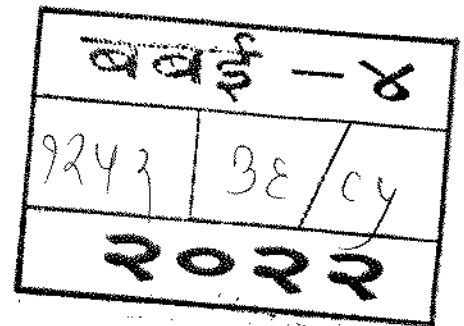
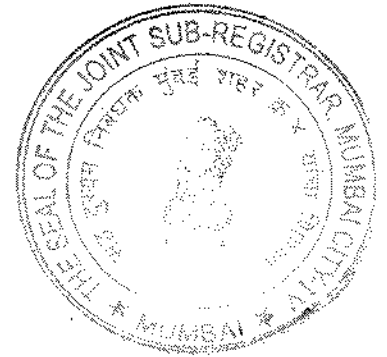


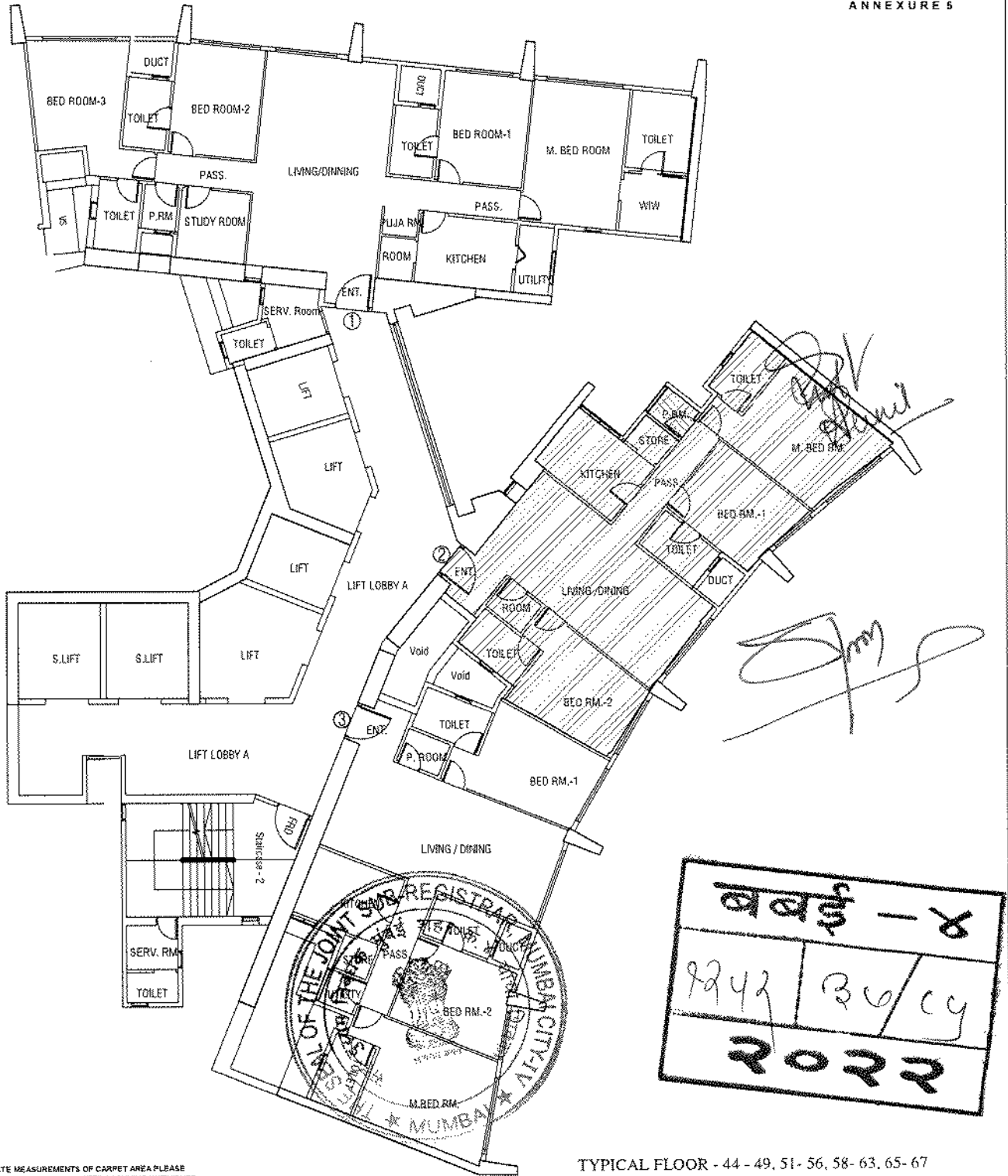
Annexure 4
(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Intimation of Disapproval	24 January 2006	EB/1342/GS/A	Municipal Corporation of Grater Mumbai
2.	Amended approval letter	11 April 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai
3.	Environment Clearance	29 April 2013	SEAC 2013/226/TC-1	Environment Department, Government of Maharashtra
4.	Commencement Certificate	23 April 2019	EB/1342/GS/A	Municipal Corporation of Greater Mumbai

[Handwritten Signature]

[Handwritten Signature]





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

TYPICAL FLOOR - 44 - 49, 51 - 56, 58 - 63, 65 - 67

LODHA KIARA	WING : A	FLOOR : 65 TH	FLAT NO. 6502
-------------	----------	--------------------------	---------------

DEVELOPERS	LEGEND	NORTH	ARCHITECT
LODHA BUILDING A BETTER LIFE MACROTECH DEVELOPERS LTD 412, FLOOR - 4, 17G VARDHAMAN CHAMBER, CAWASJI PATEL RD, HORNIMAN CIRCLE, FORT, MUMBAI 400001	CARPET EVBT		ARCHITECT (Signature and Stamp)

Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** :2214413
- (II) **Correspondence Address of Purchaser:** Flat No.1902, C Wing, Adani Western Heights, J. P. Road, Opp Gurudwara, Four Bungalows, Andheri (West), Mumbai - 400058 Maharashtra India
- (III) **Email ID of Purchaser:** jamesnavi123@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : LODHA PARK (LODHA ALLURA, MARQUISE, PARKSIDE, TRUMP, KIARA)
- (ii) Building Name : KIARA
- (iii) Wing : A
- (iv) Unit No. : A-6502
- (v) Area :

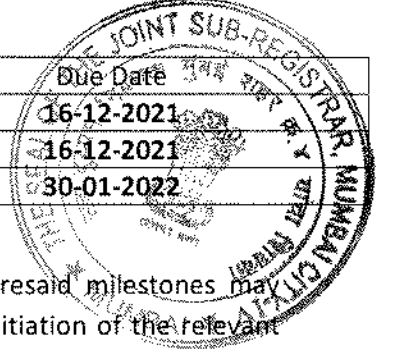
	Sq. Ft.	Sq. Mtrs.
Carpet Area	1,158	107.58
EBVT Area	19	1.77
Net Area (Carpet Area +EBVT Area)	1,177	109.35

(vi) Car Parking Space Allotted: 2

(V) **Consideration Value (CV):** Rs. 541,53,381/- (Rupees Five Crore Forty-One Lakh Fifty-Three Thousand Three Hundred Eighty-One Only)

(VI) **Payment Schedule for the Consideration Value (CV):**

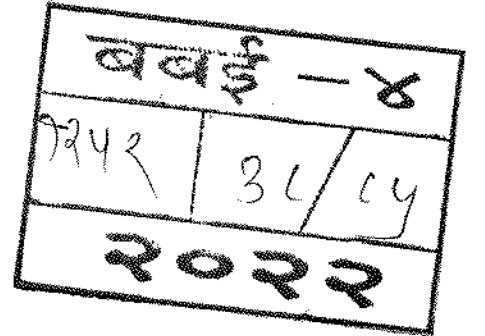
Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	Booking Amount I	9,00,000	16-12-2021
2	Booking Amount II	61,39,940	16-12-2021
3	Booking Amount III	471,13,441	30-01-2022



The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

[Handwritten Signature]

[Handwritten Signature]



[Handwritten Mark]

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

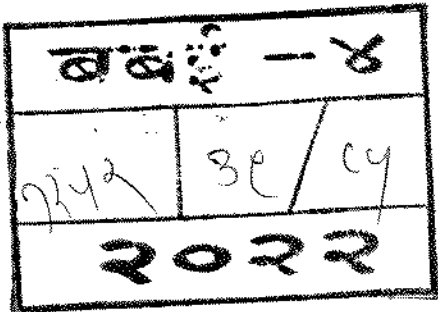
(VII) The number of family members eligible for club membership are:

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

(VIII) **Date of Offer of Possession:** 30-09-2022, subject to additional grace period of 6 (six) Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(IX) **Project Details:**

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



Annexure 7

(Common Areas and Amenities)

Inside Homes:

- No finishes inside the apartment
- the main door finished as per lobby design
- Fire alarm and fire-fighting provision
- Single point power outlet upto DB only
- Water supply inlet and drainage outlet for toilet and kitchen
- Multi-level security with:
 - o Swipe card access to lobby and lifts
 - o Video door phone (unit handed over at time of possession)
 - o CCTV monitoring of key common areas

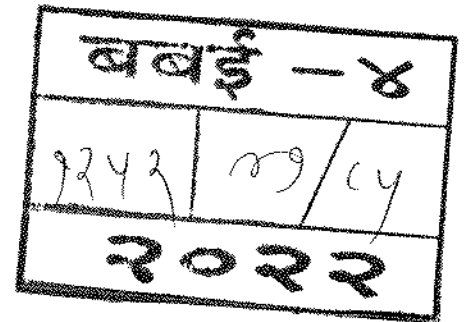
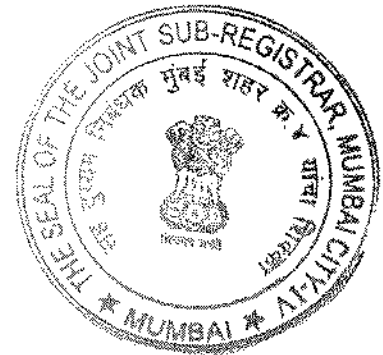
Within Building:

- Multi-level security with:
 - o Swipe card access to lobby and lifts
 - o Video door phone (unit handed over at time of possession)
 - o CCTV monitoring of key common areas
- Air-conditioned main entrance lobby
- Designer floor lift lobbies
- Each wing – 4 passenger elevators from Kone/Schindler/Otis or equivalent
- Separate 2 nos. service elevators
- Firefighting systems

Facilities/Amenities in Larger Development

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

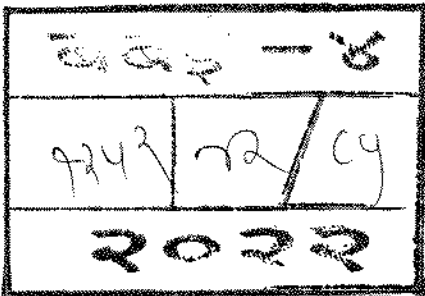
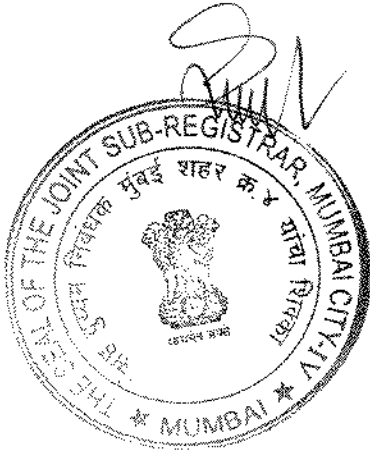


Facility list:

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

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

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



7

Annexure 8

(Special Conditions)

1. The Purchaser hereby agrees and acknowledges that the Purchaser has opted for the 'Occupation Certificate linked Payment Plan' wherein a significant majority of the Total Consideration is payable pursuant to the receipt of the Occupation Certificate. The Purchaser further agrees and acknowledges that the 'Occupation Certificate linked Payment Plan' provides significant benefit to the Purchaser in terms of the payment schedule and at the same time, increases cost and other obligations for the Company. Therefore, the Purchaser hereby irrevocably agrees and acknowledges that the Liquidated Damages shall amount to 20% of the Total Consideration and the Company is entitled to forfeit the same.
2. The Purchaser is aware that the Company is constructing a public parking lot on the Larger Property in pursuance of the Approvals obtained and the same shall be handed over to Municipal Corporation for Greater Mumbai after completion thereof.



बबई - ४	
२४१	२३/०५
२०२२	



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/1342/GS/A/OCC/11/New of 15 December 2021]

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

Dear Applicant/Owners,

The **Part 12** development work of **Residential** building comprising of **6th podium(pt) + Wing 5 for 43rd to 58th (pt) + 59th to 66th upper floors** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, **Licensed Surveyor**, Lic. No. **J/167/LS**, Shri. **Girish Purushottam Draid**, **RCC Consultant**, Lic. No. **STR/D/59** and Shri. **Sandeep T. Kakad**, **Site supervisor**, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **09 September 2021**.

It can be occupied with the following condition/s.

It can be occupied with the following condition/s.

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

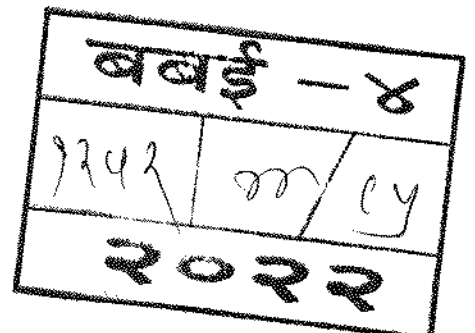
Copy To :

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



Name : JADHAV RAJENDRA ANANDRAO
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 15-Dec-2021 15: 13:34

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





MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/1342/GS/A/OCC/10/New of 21 September 2021]

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

Dear Applicant/Owners,

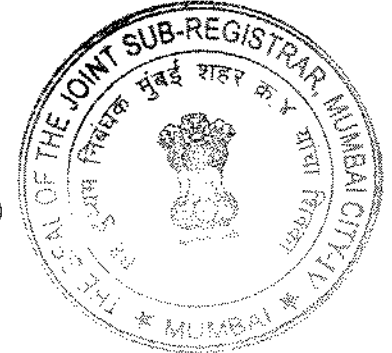
The **Part 12** development work of **Residential** building comprising of **Part Occupation for residential building comprising of 6th podium (pt) + Wing2 for 64th (pt) floor + 6th podium (pt) + Wing 5 for 7th to 42nd upper floors.** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, Licensed Surveyor, Lic. No. **J/167/LS**, Shri. **Girish Purushottam Dravid**, RCC Consultant, Lic. No. **STR/D/59** and Shri. **Mr. Sandeep T. Kakad**, Site supervisor, Lic.No. **K/452/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **09 September 2021**.

It can be occupied with the following condition/s.

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

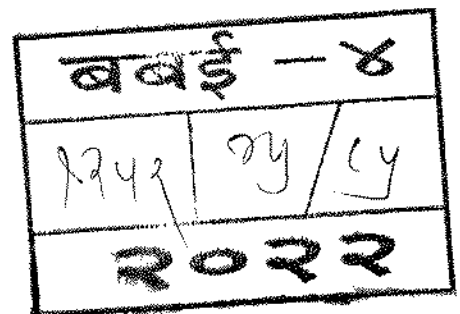
Copy To :

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



Name : JADHAV RAJENDRA ANANDRAO
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 21-Sep-2021 15: 49:52

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



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

MUNICIPAL CORPORATION OF GREATER MUMBAI
Amended Plan Approval Letter

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

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

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

Mumbai-400001

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

Reference : Online submission of plans dated 25.11.2020

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

- 1) That the revised structural design/ calculations/details/drawings shall be submitted before extending C.C.
- 2) That payments towards following shall be made before asking for endorsement of C.C a) Premium towards labour welfare cess b) Development charges
- 3) That the condition mentioned in CFO NOC & SWM NOC shall be complied with and final N.O.C. from C.F.O shall be submitted before asking for Occupation permission.
- 4) That the cc shall be got endorsed as per the amended plan.
- 5) That the work shall be carried out strictly as per approved plan.
- 6) That the final structural stability certificate shall be submitted before asking for B.C.C.
- 7) That the supervision certificate shall be submitted periodically from the L.S. Engineer Structural Engineer / Supervisor or Architect as the case may be as per DCPR 2034 regarding satisfactory construction on site.
- 8) That all the conditions stipulated in the order of Hon. Supreme Court of India dated 15.03.2018 in the Dumping Ground Case shall be complied with.
- 9) That adequate safeguards be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and construction debris generated shall be deposited in specific sites inspected and approved by MCGM.

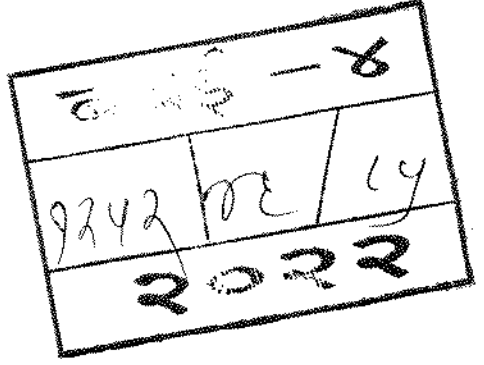
Copy to :

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

Forwarded for information please.

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

Executive Engineer - Building Proposal
City



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
 No EB/1342/GS/A/FCC/3/Amend
COMMENCEMENT CERTIFICATE

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

Sir,
 With reference to your application No. EB/1342/GS/A/FCC/3/Amend Dated, 11 Feb 2019 for Development Permission and grant of Commencement Certificate under Section 44 & 49 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 11 Feb 2019 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work on plot No - C.T.S. No. 464 Division / Village / Town Planning Scheme No. Lower Panel situated at Senapati Bapat Marg Road / Street in G/South Ward.

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

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

The Municipal Commissioner has appointed Shri. Asst. Eng. (BPCity VI G/South) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.
 This CC is valid upto 23/1/2019

Assistant Engineer (BP)

Issue On : 07 Sep 2019 Valid Upto : 08 Sep 2020

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

Remark :

This C.C. is endorsed for wing 4 & wing 5 and further extended for Wing-6 from 9th to 11th top of habitable floor & Core CC for staircase, lift, and lobby area upto 14th floor as per approved amended plan dated 06/09/2019

Approved By

Asst Eng (BPCity VI G/South)
 Assistant Engineer (BP)

Issue On : 22 Dec 2020 Valid Upto : 23 Jan 2021

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

Remark :

This CC is issued for proposed work at 6th & 7th podium levels alongwith internal changes to town House and also re-endorsed for full work of wing 5, i.e. 4 basement + Ground + 1st to 6th podium + 7th (PL) refuge area/habitable + 8th to 86th upper floors + OHT & LMR as per approved amended plan dated 08/12/2020

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

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

Remark :

Approved

Approved By

EE
 Executive Engineer

Issue On : 11 Feb 2018 Valid Upto : 23 Jan 2020

Application Number : EB/1342/GS/A/FCC/1/Old

Remark :

This CC is further extended for the full work of Town Hall number 6 to 12, as per last approved plan dated 05/12/2018

Approved By

AE
 Assistant Engineer (BP)

Issue On : 23 Apr 2019 Valid Upto : 22 Apr 2020

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

Remark :

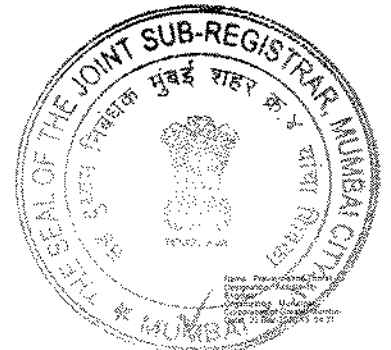
This C.C. is further extended for a) Wing-5 from 64th to 66th top of habitable floor & Core CC for staircase, lift, and lobby area upto 71st floor & b) Wing-6 upto top of 8th habitable floor as per approved amended plan dated 11/04/2019

Approved By

Asst Eng (BPCity VI G/South) (Rajendra Anandras Jadhav)

EB/1342/GS/A/FCC/3/Amend

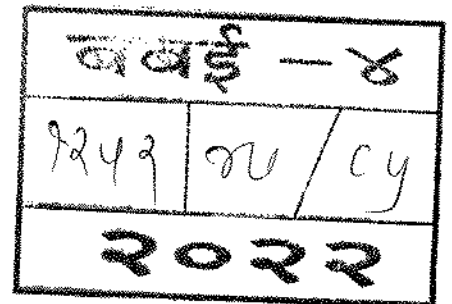
Page 2 of 4 On 22-Dec-2020



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

Assistant Engineer Building Proposal
 City G/South Ward

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





MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[EB/1342/GS/A/OCC/11/New of 15 December 2021]

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

Dear Applicant/Owners,

The Part 12 development work of Residential building comprising of 6th podium(pt) + Wing 5 for 43rd to 58th (pt) + 59th to 66th upper floors on plot bearing C.S.No./CTS No. 464 of Division Lower Parel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV ; Licensed Surveyor , Lic. No. J/167/LS , Shri. Girish Purushottam Dravid , RCC Consultant, Lic. No. STR/D/59 and Shri. Sandeep T. Kakad , Site supervisor, Lic.No. K/452/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 09 September 2021.

It can be occupied with the following condition/s.

It can be occupied with the following condition/s.

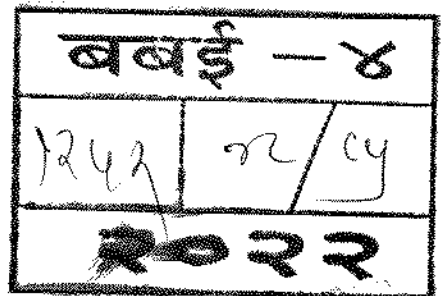
- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further occupation permission of building.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard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

Copy To :

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



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



Information of Disapproval under Section 246 of the Municipal
Corporation Act, as amended to date.

No. 15/1342/00/A
No. B.P.C. 2411/2006

MEMORANDUM

M/s. Pankaj Real Estate Pvt. Ltd.,
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Municipal Office
2411/2006

Executive Engineer, Building Proposals,
2411/2006

SPECIAL INSTRUCTIONS

THIS INTIMATION GIVES THE RIGHT TO HOLD UPON GRANTED WHICH IS NOT IN THE PROPERTY.

Under Section 246 of the Municipal Corporation Act, as amended, the Municipal Corporation has approved the application for the proposed building on the site of the property...

The applicant is required to submit the following documents to the Municipal Corporation...

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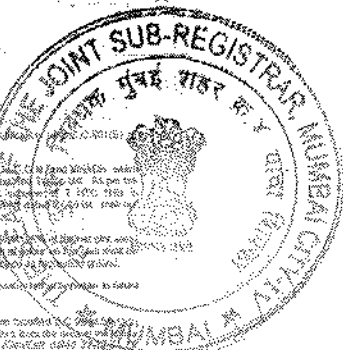
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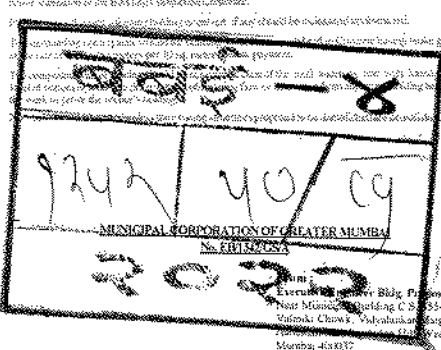
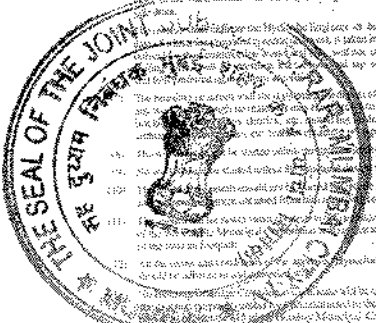


Handwritten text and stamps, including a large '2022' stamp and a signature.

- THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE THE COMMENCEMENT OF WORK:
1. That the preparation of S.O.C. & P.F.C. & P.F.D. shall be completed with all the necessary details before the start of construction.
 2. That all the necessary details shall be submitted with the approved plans along with the necessary details.
 3. That the structural stability certificate through a registered Engineer/Architect shall be submitted with the approved plans along with the necessary details.
 4. That the structural stability certificate shall be submitted with the approved plans along with the necessary details.
 5. That the structural stability certificate shall be submitted with the approved plans along with the necessary details.
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 10. That the structural stability certificate shall be submitted with the approved plans along with the necessary details.

NOTES

1. The work shall not be started unless the necessary approvals are obtained.
2. A certified set of approved plans shall be submitted on site at the time of commencement of work and during the progress of the construction work.
3. Temporary protection on account of the work should be provided in such a manner as to prevent any damage to the adjacent properties. The necessary arrangements shall be made for the safety of the public and the adjacent properties.
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To,
M/S. Sparange Consultants,
Licensee Surveyor,
B-190, Netaji Building,
Midland-Corona Link Road,
Midland West, Mumbai - 400 080.

Sub: Proposed redevelopment of property, plot bearing C.S.No-464 of Lower panel Division, at Sanpada Bazar Marg, Mumbai.
Ref: Your proposal dated 28.03.2014.

With reference to above this is to inform you that the approved plans submitted by you are hereby approved subject to following conditions:-

1. That all the conditions of L.O.D. under serial No. dated 24.1.2006 and amended plans approved letter dated 11.2.2008, 7.1.2009, 23.11.2009, 30.9.2010, 18.1.2011, 30.8.2011, 20.12.2011, 29.2.2016, 31.03.2017, 20.12.2017, 04.03.2018 & 05.12.2018 shall be complied with.
2. That the revised structural design calculations/details/drawings shall be submitted before extending C.C.
3. That payments towards following shall be made before asking for endorsement of C.C. a) Premium towards labour welfare cess, b) State Premium c) Development charges d) Efficiency premium towards A.V.S. e) Open Space Deficiency Premium.
4. That the final N.O.C. from C.F.O shall be submitted before asking for Occupation permission.
5. That the CC shall be got endorsed as per the amended plans.
6. That the work shall be carried out strictly as per approved plans.
7. That the final structural stability certificate shall be submitted before asking for B.C.C.

1. That the structural stability certificate shall be submitted with the approved plans along with the necessary details.
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10. That the structural stability certificate shall be submitted with the approved plans along with the necessary details.

No. EB/24038A

9. That the supervision certificate shall be submitted periodically from the E.S. Engineer Structural Engineer / Supervisor or Architect as the case may be as per DCPR 2014 regarding satisfactory construction on site.
10. That all the conditions stipulated in the order of Hon. Supreme Court of India dated 15.03.2008 in the Dingappa Ground Case shall be complied with.
11. That adequate safeguards be employed in consultation with SWM Dept of MCGM for preventing dispersal of particles through air and construction debris generated shall be deposited in specific sites inspected and approved by MCGM.

A set of approved plans duly signed is return herewith as a token of approval.
Yours Faithfully,
S.E.(B.P.)-C-X
A.E.(B.P.)-C-VI
Executive Engineer
Building Proposals (City)-I

No. EB/124205A
Copy To: Owner
1) M/S Ludha Developers Pvt. Ltd.
(Earlier Known as M/S. Jaywala Real Estate Pvt. Ltd.)
Lodha Excelis, N. E. Joshi Marg,
Mahalaxmi, Mumbai 400 011,
2) Designated Officer - GIS Ward

S.E.(B.P.)-C-X
A.E.(B.P.)-C-VI
Executive Engineer
Building Proposals (City)-I

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF MACROTECH DEVELOPERS LIMITED AT ITS MEETING HELD ON APRIL 02, 2020 AT 11.00 A.M. AT 10TH FLOOR, LODHA EXCELUS, APOLLO MILLS COMPOUND, N. M. JOSHI MARG, MAHALAXMI, MUMBAI 400 011, INDIA.

AUTHORITY FOR E-REGISTRATION

RESOLVED THAT consent of the Committee be and is hereby accorded to severally authorize Mr. Patrick Monis, Mr. Ashish Maheshkar, Mr. Rajiv Waddekar and Mr. Ranjani Kowarik, Authorized persons of the Company (hereinafter referred to as the 'Authorized Signatories') for digitally signing, executing and e-registering various documents viz. Agreement to Sell, Agreement for Sale, Leave and License Agreement, Sale/Purchase Agreement, Mortgage Deeds, NOC (NOCs), and such other agreement(s), deeds, letters or documents that may be required to be signed in this regard; and also authorize to represent on behalf of the Company before such Court(s), Sub-Registrar, Judicial Authorities, Quasi-Judicial Authorities and any other Authorities, as may be applicable, in relation to the various projects of the Company.

RESOLVED FURTHER THAT Mr. Patrick Monis, be and is hereby authorized to execute the e-registration applications and shall be the single point contact person for any further communication in this regard.

RESOLVED FURTHER THAT the Common Seal be affixed wherever necessary in the presence of any one of the Authorized Persons who shall sign the same in token thereof in accordance with the Articles of Association of the Company.

RESOLVED FURTHER THAT the resolution shall be valid till the time the Authorized Persons are in the employment of the Company or Group Company or if otherwise resolved.

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

Certified True Copy
 For Macrotech Developers Limited

Ranjani Kowarik
 Company Secretary
 Membership No.: F4154
 April 30, 2020



(Formerly known as Griffin Developers Limited)
 Regd. Off: 412 Floor-4, 13th Vardaman Tower, Conroy Park Road, Hornsea Circle, Fort, Mumbai-400081
 Tel: +91 22 61334460 Fax: +91 22 23024250
 E-mail: info@macrotech.com Website: www.macrotech.com

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

Sir,
 With reference to your application No. EB/1342/GS/A/FCC/1/Amend Dated: 11 Feb 21 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 337 (New) dated 11 Feb 2019 of the Mumbai Municipal Corporation Act 1969 to erect a building in development work of on plot No. - C.T.S. No. 464 Division / Village / Town Planning Scheme No. Low situated at Senapati Bapat Marg Road / Street in G/South Ward.

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

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

The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City VI G/South (Rajendra Anand Jadhav) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 337 of the said Act.

This CC is valid upto 23/1/2019

Issue On: 01 Aug 2018 Valid Upto: 23 Jan 2019
 Application Number: EB/1342/GS/A/FCC/1/Old
 Remark:
 Approved

Approved By
 EE
 Executive Engineer

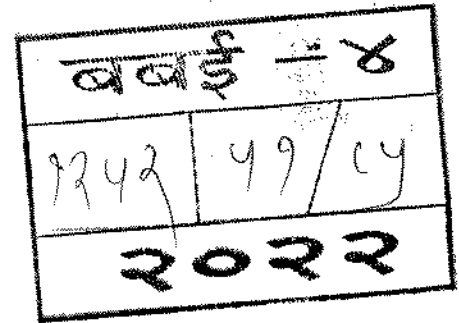
For and on behalf of Local Auth
 Municipal Corporation of Greater M
 Assistant Engineer Building P
 City G/South Ward

- Co to -
- Architect
 - Collector Mumbai Suburban (Mumbai District)

Issue On: 11 Feb 2019 Valid Upto: 23 Jan 2020
 Application Number: EB/1342/GS/A/FCC/1/Old
 Remark:

This CC is further extended for the full work of Town Hall number 6 to 12, as per last approved plan dated 05.12.2108.

Approved By
 AE
 Assistant Engineer (BP)



Issue On: 23 Apr 2019 Valid Upto: 23 Jan 2020
 Application Number: EB/1342/GS/A/FCC/1/Amend
 Remark:

This C.C. is further extended for a) Wing-5 from 64th to 65th top of habitable floor & Core CC for staircase and lobby area upto 71st floor & c) Wing-6 upto top of 8th habitable floor as per approved amended plan dated 11.04.2019.

EB/1342/GS/A/FCC/1/Amend

Page 2 of 3 On: 23-Apr-2019

EB/1342/GS/A/FCC/1/Amend

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Government of Maharashtra
 SEAC 2013/CR447C.1
 Environment department,
 Room No. 211, 2nd floor,
 Maharashtra Secretariat,
 Mumbai - 400 022
 Date: 29th April, 2013

To,
 M/s. Jawala Real Estate Pvt. Ltd.
 Lodha Excelus, N.M.Joshi
 Marg, Mahalaxmi,
 Mumbai-400 011.

Subject: Environmental clearance for proposed expansion of residential and Commercial development with MCGM car Parking on plot bearing C.S. No. 464, Senapati Bapat Marg, Lower panel, Division Mumbai. M/s. Jawala Real Estate Pvt. Ltd. Environmental clearance regarding.

Sir,
 This is in reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-15, Maharashtra in its 10th meeting decided to recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 20th Meeting.

2. It is noted that the proposal is for grant of Environmental Clearance for proposed expansion of residential and Commercial development with MCGM car parking on plot bearing C.S. No. 464, Senapati Bapat Marg, Lower panel, Division Mumbai. SEAC considered the project under screening category (B) as per EIA Notification 2006.

Brief information of the project submitted by Project Proponent is as:

Name of Project	Proposed Expansion of Residential cum commercial Project with MCGM parking @ 11 Lower Panel
Name of Proponent	M/s. Jawala Real Estate Pvt. Ltd.
Type of project	Residential cum commercial Project with MCGM Parking Lot
Location of the project	Plot bearing C.S.No.464, Senapati Bapat Marg, Lower Panel Division Mumbai
Total Plot Area	60,203.47 m ²
Deductions	4519.67 m ²
Net plot area	55683.80 m ²
Permissible FSI (including TDR etc.)	2.10,028.31 m ²

Proposed Built-up Area (FSI & Non-FSI)	FSI Area: 2,10,028.31 m ² Non-FSI Area: 1,51,041.69 m ² Total Built-up Area: 3,61,070 m ²
Ground coverage percentage	55 %
Estimated cost of the project	Rs. 4876 Crores
No. of Buildings & its configuration	Residential buildings - 3 Nos (6 wings), with 4 basements (G ⁺ part) + G + 6 podiums Wing A (Wings 1 & 2): 7 th to 78 th floor Wing B (Wing 3 and 4): 7 th to 78 th floor Wing C (Wing 5 and 6): 7 th to 78 th floor Row Houses: G+2 to 3 rd Level Bungalows: 23 Nos. (1 B + G ⁺ + 2 up) Convenience Shopping: 7 Nos. (G + 1) Public Parking: 1 B + G ⁺ + 2 up
Number of tenants and shops	Proposed: 1102 Pltn: 1728 Convenience Shopping: 7 Nos
Number of expected residents / users	16466 Nos.
Tenant density per hectare	411 Nos.
Height of the building(s)	268 m
Night of way	The project site is situated by 30.48 S.B. Road and 24.35 m Wide Pandurang Budhkar Marg
Turning radius	Minimum 9 m radius
Total Water requirement	Dry Season: 1288 Wet Season: 859 Source: MCGM Recycled Water (CMD): 2393 Total water requirement (CMD): 1616 liter Swimming pool make up (cum): As per CPO NOC Fire fighting (cum): As per CPO NOC

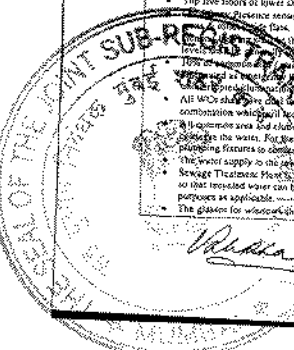
Wet Season		
Fresh water (CMD)	1133	
Source	MCGM	
Recycled Water (CMD)	689	
Total water requirement (CMD)	2143	
Watering and make up (cum)	10 by tanker	
Fire fighting (cum)	1.44 per CFD NOR	
Rain Water Harvesting (RWH)	Level of ground water table	2.5 to 3.0 m
	Site and No. of RWH tanks and capacity	One Tank of 724 m ³ capacity
	Location of RWH tank	In basement
	Size and no. of recharge pits and quantity	38 Nos. Recharge Pits with (cum wall) 2.5 Mt + 2.5 Mt + 3 Mt
	Budgetary allocation	Capital Cost: 162.7 Lakh O & M Cost: 3 Lakh
UBI Tanks	Location of UBI tank	In basement
Storm Water Drainage	Natural water drainage system	Towards north side
	Quantity of storm water	2072 m ³ /hr
	Size of SWD	450 mm wide internal SWD, 2nos. of 300 mm dia
Sewage and waste water	Sewage generation (CMD)	1800 KL/D
	STP Technology	MBR Technology
	Capacity of STP (CMD)	1800 m ³
	Location of the STP	In basement
	DG sets (during emergency)	DG sets will be provided as alternate supply for essential services such as STP, Fire Fighting, Lift etc.
	DG set:	10 nos 1250kVA 1 nos 500kVA
	TOTAL DG SET CAPACITY: 13000 kVA	
	Budgetary allocation: Capital Cost: 297 Lakh O & M Cost: 56.4 Lakh	
Solid waste management	Waste generation in the pre construction and construction phase	
	Waste generation	100kg/day (domestic)

Prabha

		Solid Waste
	Disposal of the construction way debris	1000 m ³
	Waste generation in the Operation phase	
	Dry Waste (kg/day)	4520 + kg/day
	Wet Waste (kg/day)	2639.6 kg/day
	STP Sludge (dry sludge) (kg/day)	1364 kg/day
	Mode of Disposal of Waste	
	Dry Waste - Dry garbage will be segregated & disposed off to recyclers	
	Wet Waste - Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping	
	STP sludge dry sludge will be used as manure for gardening	
	Also specifications:	
	Location and area provided for the storage and treatment of the solid waste:	
	On ground Area provided: 255 m ²	
	Budgetary allocation	Capital Cost: 42.6 Lakh O & M Cost: 0.4 Lakh
Green Bch Development	Total RG Area	36640
	RG area under green belt	36640 m ²
	RG on ground	17377
	RG on Roofs	18763 m ²
	Number and list of trees species to be planted in the ground RG - Proposed Trees: 924 Nos.	
	Number, size, age and species of trees to be cut, trees to be transplanted (AS PER OLD FC)	
	Trees to be cut: 177 Nos	
	Trees to be transplanted: 26	
	Trees to be retained: 42	
	Proposed	
	Trees to be cut: 157 Nos	
	Trees to be transplanted: 26	
	Trees to be retained: 42	
	Budgetary Allocation	Capital Cost: 56.4 Lakh O & M Cost: 39.2 Lakh
Energy	Power supply	
	Maximum demand	39.8 MW
	Contract load	63.20 MW
	Source	TATA POWER
	Energy saving by non-conventional method	

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- Energy saving measures:
- Energy efficient fluorescent tube lights & CFL lamps which give approx. 30% more light output for the same watts consumed and therefore require less area of fixtures and corresponding lower power wiring costs. The life of T5 tubes is 2.5 to 3 times that of conventional tubes and hence the cost of replacement is quite less and hence cost of disposal is reduced drastically.
 - All fluorescent light fixtures will be specified as electronic ballast with THD less than 5% which have less heat compared to electromagnetic ballast and result in superior operating power factor. Electronic chokes also improve the life of the fluorescent lamps.
 - The UPS will be specified with high input power factor (close to unity) so that input kVA is reduced.
 - UPS system is proposed with harmonic distortion reduced to less than 5% compared to far greater than 10% in many conventional UPS systems.
 - Bus bars in all distribution panels are specified as copper bus-bars upto 150A to reduce losses and improve reliability.
 - Copper conductor cables will be specified for sizes up to 16 sq mm. This will reduce losses and improve reliability.
 - All cables will be de-rated to avoid heating during use. This also indirectly reduces losses and improves reliability.
 - Power cables shall be used with XLPE insulation which can be operated at 90degC instead of PVC insulated cable as 70degC. Hence, improves reliability in the system.
 - Variable frequency drives will be incorporated on motor feeders which will save considerable energy.
 - Power factor of the overhead electrical system will be maintained close to unity. This will reduce electrical power distribution losses in the installation.
 - An AFCI relay based on harmonic switching will be proposed to detect the power factor distortion / improvement within a few cycles of deviation from the setting & also to reduce inrush currents.
 - Solar upstroke pole lights will be proposed to power pathway lights at some strategic locations.
 - The five floors of tower shall be provided with solar water heating for the common areas. Solar sensors & day-light sensors will be provided in the common areas.
 - Use of energy efficient fluorescent lamps and luminaires in accordance with National Building Code.
 - 10% of common area / basement parking outside lights shall be provided as emergency lighting to be connected to individual inverters for so that required power can be used during power outage.
 - All WCs shall have dual flush system i.e. that single flush type & flush valve combination which will reduce consumption of water significantly.
 - In common area and also in tower, low pressure plumbing fixture shall be installed to reduce the water. For low pressure, low pressure lines shall be given to use the efficient plumbing fixtures to conserve water.
 - The water supply to the tower is to be provided with booster pumps for the top floors.
 - Sewage Treatment Plant is installed for recycling the building water and tower water so that treated water can be used for the primary treatment for flushing, irrigation purposes as applicable.
 - The glazing for windows shall be used to allow heat transfer to efficient (U) value.



- Energy efficient plants shall be used for the purpose of water horticulture to reduce the weight of water.
- Residential flats are proposed to be installed with energy efficient split unit instead of conventional window units to reduce the saving in power significantly. The necessary guidelines shall be issued to the tenants as applicable.
- The building is designed to have natural ventilation in its lobby which saves the energy required for mechanical ventilation.

The Energy savings is found as follows:

S. No.	Description	Units saved / Year	Energy Cost saved / Year @ Rs 5/kwh
1	Solar lighting	72,850.00	2,94,500.00
2	Energy efficient T5 light (Basement)	2,48,089.51	12,52,805.56
3	Energy efficient T5 light (Podium)	11,35,240.97	1,02,45,186.07
4	Solar hot water system	1,52,500.00	16,42,500.00
	TOTAL	1,501,780.4	14,416,423.6

Compliance of the ECBC guidelines - Yes
 Budgetary Allocation: Capital Cost: 229.3 Lakh O & M Cost: 8.6 Lakh
 DG set: 10 nos 1250kVA
 1 nos 500kVA
 TOTAL DG SET CAPACITY: 13000 kVA
 Type of fuel used: Diesel

Sl. No.	Parameter	Target set on bid (in lakhs)	Operational and maintenance cost per yr (in lakhs/yr)
1	STP Cost	265.0	36.4
2	Rain Water Harvesting	81.0	7.5

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1	Rain Water Harvesting Tank	82.7	0.5
2	Environmental Monitoring	MARP approved agency for monitoring	6.5
3	Solar Energy Lights	175.0	2.1
4	Solar Energy-Water Heating	64.3	1.1
5	Gardening	246.8	29.2
6	Solid Waste Management	42.6	3.4
	Total Cost	977.9	135.9

O & M cost (please ensure manpower and other details) 26 per hour
 Quantity and generation of surplus fund and contribution
 Not Applicable as facility is operated by us

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

Traffic Management
 No. of the junction on the main road & design of connection
 Number & area of basement
 38 basement, 4th Prop Area: 136763 m²
 6 Basements Area: 235968 m²

Total Parking Area
 OGP Parking Area: 244922 m²
 Private Parking Area: 105140 m²
 Area per car

Wet Season
 Fresh water (CMD) 1133
 Source MCGM
 Recycled Water (CMD) 689
 Total water requirement (CMD) 2143
 Watering and make up (cum) 10 by tanker
 Fire fighting (cum) 1.44 per CFD NOR

Dry Season
 Fresh water (CMD) 1133
 Source MCGM
 Recycled Water (CMD) 689
 Total water requirement (CMD) 2143
 Watering and make up (cum) 10 by tanker
 Fire fighting (cum) 1.44 per CFD NOR

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		Total water requirement (CMD)
	Fire fighting (cum)	1000 m ³
	Watering and make up (cum)	10 by tanker
	Fire fighting (cum)	1.44 per CFD NOR
Rain Water Harvesting (RWH)	Level of ground water table	2.30 to 3.00 m
	Site and No. of RWH tanks and capacity	1 RWH tank of 724 m ³ capacity
	Location of RWH tank	In basement
	Size and no. of recharge pits and quantity	38 Nos.
	Rig Wells:	1 nos 1250kVA 1 nos 500kVA 4 nos 2.7x6.0-01 nos (in m/m)
	Budgetary allocation: Capital Cost: 8.00 Lakhs O & M Cost: 0.40 Lakhs	
Storm Water Drainage	Natural water drainage system	Towards north side
	Quantity of storm water	2072 m ³ /hr
	Size of SWD	350 mm dia SWD
Sewage and waste water	Sewage generation (CMD)	1800 KL/D
	STP Technology	MBR Technology
	Capacity of STP (CMD)	1800 KL/D
	Location of the STP	In basement
	DG sets (during emergency): DG sets will be provided as alternate supply for essential services such as STP, Fire Fighting, Lift etc.	
	Capacity: 500-100 kVA	
	Budgetary allocation: Capital Cost: 13.75 Lakhs O & M Cost: 3.50 Lakhs	
Solid waste management	Waste generation in the pre construction and construction phase	
	Waste generation	50 kg/day
	Disposal of the construction way debris	In authorized debris disposal site.
	Waste generation in the Operation phase	
	Dry Waste (kg/day)	4520 kg/day
	Wet Waste (kg/day)	2639.6 kg/day
	STP Sludge (dry sludge) (kg/day)	1364 kg/day
	Mode of Disposal of Waste	
	Dry Waste - Dry garbage will be segregated & disposed off to recyclers	
	Wet Waste - Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping	

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STP Sludge (dry sludge) Sludge use as manure for gardening		
Area requirement		
Location and total area provided for the storage and treatment of the solid waste	In ha/acre: 30 m ²	
Budgetary allocation: Capital Cost: 4.00 Lakhs O & M Cost: 2.00 Lakhs		
Green Belt Development		
Total RFI Area		
RFI area under green belt	743.53 sq. m.	
RG on ground	639.53 sq. m.	
RG on podium	104.00 sq. m.	
Budgetary allocation: Capital Cost: 20 Lakhs O & M Cost: 3 Lakhs		
Energy		
Power supply		
Maximum demand	1.3 MW	
Connect load	2.6 MW	
Source: BEST POWER		
Energy saving by non-conventional method:		
<ul style="list-style-type: none"> Natural shading through elevation features to minimize heat gain and reduce air conditioning requirement Use of AC and facade systems to reduce heat gain and power consumption Use of low e glass to reduce power requirement Solar lighting in common areas, garden and road. Solar hot water for Residential building. Solar Street lights Energy efficient lighting fixtures, pumps and VFD lifts 		
Detailed calculations & % of saving: 25%		
Budgetary allocation: Capital Cost: 12 Lakhs O & M Cost: 1 Lakhs		
DG set		
Number and capacity of the DG set to be used - Capacity of DG Set provided will be 500/250 KVA		
Type of fuel used		
Diesel		
Environment Management Plan Budgetary Allocation		
Component	Capital Cost (Rs. In Lakhs)	O & M Cost (Rs. In Lakhs)
STP (Tentative)	13.75	3.5
Solar System	12	1.0
Rainwater harvesting	8.0	0.50

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Solid Waste Compacting plant	4.0	2.0
Landscaping	20.0	3.0
Total Cost	24.0	5.0

- Traffic Management: Parking details**
- | | |
|--|--|
| Number & area of basement parking | 1 basement area: 4387 m ² (services & ancillary: 1100 m ² ; balance parking) |
| Number & area of podium ground & podium for GCP and One podium for captive parking | Podium area: 9078 m ² (services & ancillary: 2306 m ² ; balance parking) |
| Total Parking Area | 11184 m ² |
| Area per car | 24.75 m ² |
| 4-Wheeler: GCP: 204 Nos | |
| Roadside: 175 Nos | |
- The proposal has been considered by SEAAA in its 54th meeting decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:
 - This environmental clearance is issued subject to best use verification. Local authority planning authority should ensure that with respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any this environmental clearance issued with respect to the environmental consideration and it does not mean that State Level Impact Assessment Authority (SEAAA) approved the proposed land use.
 - The height, construction built up area of proposed construction shall be in accordance with the existing EC/FCAR norms of the urban local body & it should ensure the same along with survey number before approving layout plan & before occupying commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
 - Consent for Establishment shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction work at the site.
 - All required sanitary and hygienic measures should be in place before starting construction activities and so be maintained throughout the construction phase.
 - Protein population shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
 - Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilet, mobile STP, safe drinking water, medical health care, canteen and First Aid Room etc.
 - Adequate safety work and safety facilities should be provided for construction workers at the site. Provision should be made for mobile toilet. The safe disposal of

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- water-water and solid wastes generated during the construction phase should be ensured.
- The solid waste generated should be properly collected and segregated. Dry/leak solid waste should be disposed off in the approved sites for land filling after recovering recyclable material.
 - Wet garbage should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing precinct for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
 - Arrangement shall be made that waste water and storm water do not get mixed.
 - All the topsoil excavated during construction activities should be stored for use in horticulture/landscape development within the project area.
 - Additional soil for leveling of the proposed site shall be generated within the site (to the extent possible) so that natural drainage system of the area is protected and improved.
 - Green Belt Development shall be carried out considering CPCB guidelines including retention of plants species and in consultation with the local DFO/ Agriculture Dept.
 - Disposal of muck during construction phase should not create any adverse effect on the neighboring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
 - Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
 - Construction spoils, including bituminous material and other hazardous material must not be allowed to contaminate watercourses and the detritus for such material must be secured so that they should not seep into the ground water.
 - Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
 - The diesel generator sets to be used during construction phase should be low sulphur (98%) type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
 - The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from concern authority shall be taken.
 - Vehicles used for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
 - Ambient noise levels should conform to residential standards both during day and night. Increased pollution levels on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform in the stipulated standards by CPCB/MPCB.
 - Ply ash should be used in building materials in the construction as per the provisions of Fly Ash Notification of September 1999 and amended on 27th August, 2002 (The above condition is applicable only if the project site is located within the 100km of Bhatinda Power Station).
 - Ready mixed concrete may be used in building construction.
 - The approval of competent authority shall be obtained for structural safety of the buildings due to any possible earthquake, adequacy of the lifting equipments etc. as per National Building Code including measures from lightning.
 - Storm water control and its reuse as per CDMB and BIS standards for various applications.

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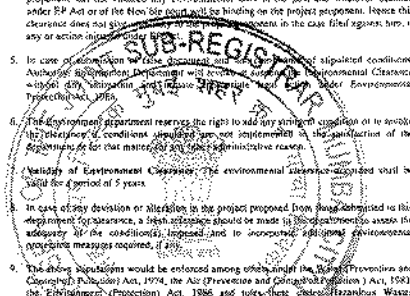
- Waste demand during construction should be reduced by use of pre-cast concrete, casting agent and other best practices referred.
- The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned the operation. Discharge of this treated effluent, if any should be discharge in the sewer line. Treated effluent containing from STP shall be recycled/reused to the maximum extent possible. Discharge of this treated effluent, if any should be discharge in the sewer line. Treatment of 100% gray water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.
- Local body should ensure that no occupation certificate is issued prior to operation of STP/MSW till set with due permission of MPCB.
- Permission to allow ground water shall be obtained from the competent Authority prior to construction/operation of the project.
- Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
- Fixtures for showers, toilet flushing and drinking should be of low flow either by use of sensors or pressure reducing devices or sensors based control.
- Reflectivity of glass may be reduced up to 40% to reduce the electricity consumption and load on air conditioning. If necessary, use high quality double glass with spectral reflective coating in windows.
- Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material in full requirement.
- Energy conservation measures like installation of CFLs, LEDs for the lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and LEDs should be properly installed and disposed off as per the prevailing guidelines/standards of the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible like installing solar street lights, common water heater heating system. Project proponent should install, after checking feasibility, solar heat hybrid non conventional energy storage as source of energy.
- Direct power generating sets, proposed as source of back up power for elevation and common area illumination during operation phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack DG sets should be equal to the height needed for the ambient capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- Noise should be controlled to ensure that it does not exceed the prescribed standards. During nighttime the noise levels measured at the boundary of the building shall be restricted to the permissible levels to comply with the regulatory authority.
- Traffic congestion near the entry and exit points from the road adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
- Open well should meet prescriptive requirement as per Energy Conservation Building Code, which is proposed to be mandatory for all air-conditioned spaces while it is aspirational for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
- The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.

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- Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings.
- Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.
- Six monthly monitoring reports should be submitted to the Department and MPCB.
- A complete set of all the documents submitted to Department should be forwarded to the MPCB.
- In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
- A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
- Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise break-up. These cost shall be included as part of the project cost. The funds earmarked for the environmental protection measures shall not be diverted for other purposes and year-wise expenditures should reported to the MPCB & this department.
- The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been awarded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <http://www.mahapolice.gov.in>.
- Project management should submit half yearly compliance reports in respect of the stipulated environmental clearance terms and conditions in hard & soft copies to the MPCB & this department, on 3rd June & 3rd December of each calendar year.
- A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollution levels namely, SPH, RSPM, SO₂, NH₃ (ambient levels as well as stack emissions) or critical sector parameters, initiated for the project shall be monitored and displayed at a conspicuous location near the main gate of the company to the public domain.
- The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- The environmental clearance for each financial year ending 31st March in Form-V as mandated by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Office of MoEF by e-mail.

[Signature]

- The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whereas occasion under EP Act or of the flow of water will be binding on the project proponent. Hence this clearance does not mean that State Level Impact Assessment Authority (SEAAA) approved the any or action initiated under EP Act or of the flow of water will be binding on the project proponent.
- In case of any deviation or alteration in the project proposed from those mentioned in this department for clearance, a fresh appraisal should be made to the Department to assess the adequacy of the stipulated conditions imposed and to incorporate additional environmental protection measures required, if any.
- The above stipulations would be enforced among others under the Environment (Protection) and Clearance Act, 1986, the Air (Prevention and Control) Act, 1986, the Environment (Protection) Act, 1986 and other related laws including Hazardous Waste (Management and Handling) Rules, 1989 and all amendments to the public Liability Insurance Act, 1991 and its amendments.
- Any appeal against the environmental clearance shall be with the National Green Tribunal, Varanasi, India, under Section 3, of the National Green Tribunal Act, 2010, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.



[Signature]
 (Name of the official)
 Secretary, Environment Department & MS, SEAAA

- Copy to:
- Shri. P.M.A. Halwani, IAS (Retd.), Chairman, SEAAA, Jyoti Kulkarni Road, Colaba - 400 006, Mumbai.
 - Shri. P.M.A. Halwani, IAS (Retd.), Chairman, SEAAA, Jyoti Kulkarni Road, Colaba - 400 006, Mumbai.
 - Additional Secretary, Environment Department & MS, SEAAA, Jyoti Kulkarni Road, Colaba - 400 006, Mumbai.

2022

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. EB/1342/GS/A

From :
Executive Engineer Bldg. Proposal (City-4)
Near Municipal Building C. S. 353-41 (Bhagwan
Vidya Chowk, VidyaGanga Marg, Opp
Humayun Market, Anand 16B, Wadala (East)
Mumbai-400032

To:
M/s. Sparange Consultants,
License No. 10000,
B-106, Narsing Building
Mumbai-Goregaon Link Road
Mumbai (West), Maharashtra - 400 030

Sub : Proposed redevelopment of property on plot bearing C. S. No. 464 of
Lower parcel Division, at Senapati Bapat Marg, Mumbai

Ref - Your online application

Sir,

With reference to above this is to inform you that the sanctioned plans submitted by you
are hereby approved subject to following conditions:

- That all the conditions of I.O.D. under even No. dated 24.1.2006 and amended plan
approval letters dated 31.5.2008, 7.1.2009, 23.11.2009, 20.6.2010, 11.1.2011,
30.8.2013, 29.12.2014, 29.2.2016, 31.03.2017 and 21.12.2017 shall be complied with.
- That the revised structural design calculations/details/drawings shall be submitted
before executing C.C.
- That the payments towards following shall be made before asking for endorsement of
C.C.
a) Development charges,
b) Premium towards staircase, lift, lift lobby area.
- That the C.C. shall be got endorsed as per the amended plans.
- That the work shall be carried out strictly as per approved plans.
- That the work shall be carried out between 6.00 a.m. to 10.00 p.m. or as per the
provisions of the Noise Pollution (Regulation & Control) Rules, 2000 and the
provisions of notification issued by Ministry of Environment & Forest Deptt. from time
to time shall be duly observed.

- Member Secretary, Maharashtra Pollution Control Board, with request to display a
copy of the consents.
- The CCF, Regional Office, Ministry of Environment and Forest (Regional Office,
Western Region, Keshavnagar Bhavan, Link Road No. 3, E-3, Bandra-Suburban
Ward, B-106, (MF).
- Regional Office, MPCB, Mumbai.
- Collector, Mumbai.
- Municipal Commissioner, Municipal Corporation of Greater Mumbai, Mumbai.
- Chief Engineer (DE), Municipal Corporation of Greater Mumbai, Maharashtra, Mumbai.
- IA-14- Division, Monitoring Cell, MEF, Paryavaran Bhavan, CGO Complex, Lodi
Road, New Delhi-110003.
- Seton file (TG-3).

- That all conditions and directions specified in the order of the Maharashtra Supreme Court
dated 15.01.2018 in Dumping Ground case shall be complied with.
- That adequate safeguards shall be employed in consultation with SWM Deptt. of MCGM
for preventing dispersal of particles through air and the construction debris generated shall
be deposited in specific sites inspected and approved by MCGM.
- That the debris shall be managed in accordance with the provisions of construction and
demolition waste Management Rules 2016.

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

Yours faithfully,



Executive Engineer
Building Proposal (City-4)

Copy for: Owner
1) M/S. Lodha Developers Pvt. Ltd.
(Earlier Known as M/S. Jewala Real Estate Pvt. Ltd.)
2) Lodha Excellence Pvt. Ltd. Mumbai
21/1, Senapati Bapat Marg, Wadala (East),
Mumbai-400032, C-3 South Ward

Form A Commencement Certificate stamp from the Municipal Corporation of Greater Mumbai, Maharashtra Regional and Town Planning Act, 1966. Includes handwritten numbers and dates.

To:
M/S. Jewala Real Estate Pvt. Ltd.
484, Senapati Bapat Marg, Lower Pareil, Mumbai
Telephone No. 400013

Sir,
With reference to your application No. EB/1342/GS/A Dated 30/3/2018 for Development Plan
and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town
Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 3
of the Mumbai Municipal Corporation Act 1988 to erect a building in Building development work of an
C.T.S. No. 464 Division / Village / Town Planning Scheme No. Lower Pareil situated at Senapati Bapat
Road / Street in G/South Ward.

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

- The land vacated on consequence of the endorsement of the setback line/ road widening the str part of the public street
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permit be used by any person until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- The Commencement Certificate is renewable every year but such extended period shall be in no exceed three years provided further that such lease shall not bar any subsequent application for permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if -
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 applicant through fraud or misrepresentation and the applicant and every person deriving title or interest in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Asst. Eng. (BP) City VI G/South (Rajendra Anand Jadhav) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 346 of the said Act.

This CC is valid upto 29/1/2018

Issue On 3/7/2007 Valid Upto 29/1/2018

Remark
This CC up to top of upper basement

Approved By
EEBCC-1
Executive Engineer

Issue On 30/3/2009 Valid Upto 23/1/2018

Remark
This CC is endorsed as per amended plans approved dt. 07.01.2009 upto top of upper basement

Approved By
EEBCC-1
Executive Engineer

Issue On 19/1/2017 Valid Upto 23/1/2018

Remark
Further C.C. for the construction of staircase/lobby/stair lift lobby/lift machine room/overhead water tank (staircase and lift core with overhead water tank) for wing 1 over 78th floor, wing 2 over 78th floor, wing 3 over 78th floor, wing 4 over 78th floor and wing 5 over 25th floor i.e. for full height of staircase lift core as per last approved plan dated 29.02.2016

Approved By
S B GITE
Executive Engineer

Remark :

This CC is endorsed and extended for - (1) Wing-1 upto top of 44th floor level, (2) Wing-2 upto top of 40th floor level, (3) Wing-3 upto top of 56th floor level, (4) Wing-4 upto top of 43rd floor level, (5) Wing-5 for entire staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 5th floor and (5) Wing-5 for entire staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 21st floor as per last approved amended plans dated 31.03.2017

Approved By S B GITE Executive Engineer

Remark :

This CC is further extended - (1) for Wing-1 from 45th to 66th top floor level, (2) for Wing-2 from 41th to 60th top floor level, (3) for Wing-3 from 57th to 73rd top floor level and (4) for Wing-4 from 44th to 60th top floor level as per approved amended plans dated 31.03.2017

Approved By S.B.GITE Assistant Engineer (BP)

Remark :

This CC is extended for Wing-5 from 7th to 26th top floor level, as per last approved plan dated 31.03.2017

Approved By

Remark :

This C.C. is further extended for (1) Wing-1 from 67th to 71st top for habitable floor, (2) Wing-2 from 81st to 63rd top for habitable floor and also extend CC over 74th floor for the staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank) i.e. for full height of staircase lift core, (3) Wing-3 from 74th to 75th floor top for habitable floor, (4) Wing-4 from 61st to 64th for habitable floor and also extend CC over 73rd floor for the staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank) i.e. for full height of staircase lift core, (5) to grant pinch C.C. for Amenity Building as per last approved plan dated 20.12.2017

Approved By R A JADHAV Assistant Engineer (BP)

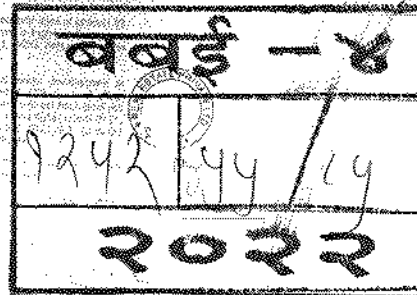
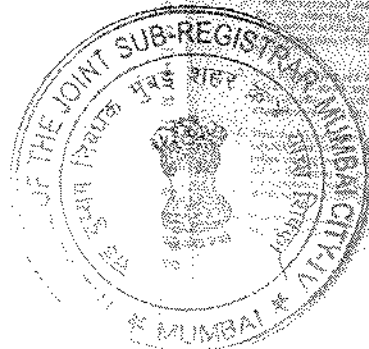
Remark :

This C.C. is endorsed and extended for (1) Wing-2 from 64th to 55th top for habitable floor & extend CC upto 78th floor for the staircase/ lift core i.e. (staircase and lift core with overhead water tank) for full height, (2) Wing-3, for 76th floor top for habitable floor (3) Wing-4 from 65th to 72nd for habitable floor & extended CC upto 78th floor for the staircase/ lift (staircase and lift core with overhead water tank) i.e. for full height (4) Wing 5, upto top of 14th for habitable floor & CC upto 50th floor for the staircase/ lift core i.e. (staircase and lift core with overhead water tank) (5) Wing 5, upto top of 7th for habitable floor & extend CC upto 21st floor for the staircase/ lift core i.e. (staircase and lift core with overhead water tank) i.e. for full height (6) To grant pinch C.C. for Town House from 2nd to 12th No's as per last approved plan dated 04.05.2018.

Handwritten signature and stamp of R.A. Jadhav, Assistant Engineer (BP).

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

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



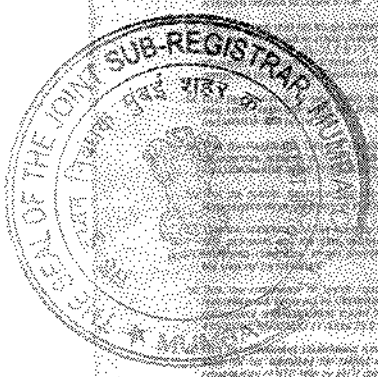
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To,
M/s. Spaceage Consultants
Licensed Surveyor
B-108, Natraj Building
Midland-Goragaon Link Road
Midland (West),
Mumbai -400090

En. Engg. Bldg. Proposal (City)-I
New Municipal Building, C. S. No. 252 &
Bhagwan Prasad Chowk, Vastanpada West,
Opp. Kharanwada,
252 P. No. Road, Kharanwada (East)
Mumbai -400 097

Subj: Proposed residential buildings i converted
shopping / public parking lot on plot bearing
C.S. No 404 of Lower Panel Division,
Senapati Bapat Marg, Mumbai, Mumbai
Textile Mill.
Ref: Your letter dated 25.8.2015.

Sir,

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

1. That all the conditions of I.O.D. under even No. dated 24.1.2009 and amended plan approved letter dated 31.5.2008, 7.1.2009, 23.11.2009, 30.8.2010, 11.1.2011, 30.8.2012 & 29.12.2014 shall be complied with.
2. That the revised structural design/calculations/drawings shall be submitted before extending C.C.
3. That payments towards following shall be made before asking for C.C.
(a) Development charges;
(b) Premium towards staircase, lift, lift lobby area
4. That the revised High Rise Committee N.O.C. shall be submitted before extending C.C. beyond plinth
5. That the C.C. shall be got enforced as per the amended plan
6. That the work shall be carried out strictly as per approved plan.
7. That the final structural stability certificate shall be submitted before asking for B.C.C.
8. That the N.O.C. from Inspector of Lifts shall be submitted.
9. That the supervision certificate shall be submitted periodically from the L.S. / Engineer / Structural Engineer / Supervisor or Architect as the case may be as per O.C.Reg.5(3)(k) regarding satisfactory construction on site.
10. That revised NDC from E.E. (T & C) shall be submitted before further C.C.

BT/CAG-1345



EB/1342/GS/IA

11. That revised NDC from Ch Eng. (M & E) shall be submitted.

A copy of set of amended plans duly stamped/signed is hereby returned as a token of approval.

Yours faithfully,

Executive Engineer,
Building Proposals(City)-III

No. EB/1342/GS/IA dt. 24/03/16

- Copy to
1. The Owner,
M/s. Jawala Real Estate Pvt. Ltd.
404, Senapati Bapat Marg,
Mumbai Textile Mill Compound,
Lower Panel (W), Mumbai 400012.
 2. Designated Officer, Assn. Eng. (B. & F.) G/S Ward.
 3. A.E.W.W. G/S Ward.
 4. Dy. A.S.C. City

Executive Engineer,
Building Proposals(City)-III

Government of Maharashtra

SEAC B/1342/GS/IA/EC-1
Environment department,
Room No. 217, 2nd floor,
Mahatma Aashram,
Mumbai-400 032
Date: 29th April, 2013

To,

M/s. Jawala Real Estate Pvt. Ltd.
Lalita Etcchus, N.M. Joshi
Marg, Maroljunesi,
Mumbai-400 031.

Subject: Environmental clearance for proposed expansion of residential and Commercial development with MCGM car Parking on plot bearing C.S. No.404, Senapati Bapat Marg, Lower panel, Division Mumbai M/s. Jawala Real Estate Pvt. Ltd. - Environmental clearance regarding.

Sir,

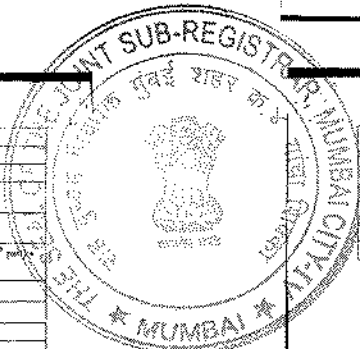
This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-II, Maharashtra in its 110th meeting decided to recommend the project for grant environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environmental Impact Assessment Authority in its 137th Meeting.

2. It is noted that the proposal is for grant of Environmental Clearance for proposed expansion of residential and Commercial development with MCGM car Parking on plot bearing C.S. No 404, Senapati Bapat Marg, Lower panel, Division Mumbai. SEAC considered the project under subcategory (B) B2 as per EIA Notification 2006.

Brief Information of the project submitted by Project Proponent is as:

Name of Project	Proposed Expansion of Residential cum commercial Project with MCGM parking lot at Lower Panel
Name of Proponent	M/s. Jawala Real Estate Pvt. Ltd.
Type of project	Residential cum commercial Project with MCGM Parking Lot
Location of the project	Plot bearing C.S.No.404, Senapati Bapat Marg, Lower Panel Division Mumbai
Total Plot Area	69,803.47 m ²
Deductions	4119.07 m ²
Net plot area	65684.40 m ²
Permissible FSI (factoring TDR etc.)	2,10,024.51 m ²

BT/CAG-1345



Proposed Built-up Area (FSI & Non-FSI)	FSI Area: 2,10,024.51 m ² Non-FSI Area: 7,51,041.69 sq ² Total Built up Area: 9,61,066.20 m ²
Ground coverage percentage	56.0
Estimated cost of the project	Rs. 4476 Crores
No. of Buildings & its configuration	Residential buildings: 3 Nos. (6 wings), with 4 basements (G + 6 positions) Bldg A (Wing 1 & 2): 7 th to 7 th Floor Bldg B (Wing 3 and 4): 7 th to 7 th Floor Bldg C (Wing 5 and 6): 7 th to 7 th Floor Row Houses: G+2 on 7 th Level Rampdown: 23 Nos. (1 B + 4 G + 2 up) Public Parking: 7 Nos. (G + 1) As per S.L. Residential Act of 1957, 2011
Number of tenants and shops	Proposed: 1728 TOTAL AFTER EXPANSION: 2837
Number of expected residents / users	15466 Nos.
Tenant density per hectare	411 Nos.
Height of the building(s)	283 m
Right of way	The project site is accessed by 30.48 m S. B Road and 24.55 m Wide Pending Buidhar Marg
Turning radius	Minimum 9 m radius
Total Water requirement	Day Season: 1286 Evening water (CMD): 1286 Source: MCGM Recycled Water (CMD): 899 Total water requirements (CMD): 2193 Swimming pool make up (cum): 16 by tanker Fire fighting (cum): As per CPO NDC

Signature

WCI	100
From	100
Source	100
Recycled water (CMD)	899
Total water requirements (CMD)	2193
Swimming pool make up (cum)	16 by tanker
Fire fighting (cum)	As per CPO NDC
Rain Water Harvesting (RWH)	15 Nos. of 1000 liter capacity
Location of RWH tanks and	On the Top of 7 th m level
Location of STP tank	In basement
Site and area of STP tank	12.5 Mtr. x 3 Mtr.
Capacity of STP tank	1000 liter
STP Tanks	Location of STP tank: In basement
Storm Water Drainage	Natural water drainage pattern: Towards east side Quantity of storm water: 2073 m ³ /day
Sewage and waste water	Size of SWD: 450 mm wide lateral SWD Dnos. of 500 mm dia Sewage generation (CMD): 1506 KLD STP Technology: 14HR Technology Capacity of STP (CMD): 1800 m ³ Location of the STP: In podium (R)
DG sets	DG sets will be provided as alternate supply for essential services such as STP, Fire fighting, Lift etc. DG set: 10 nos (1500VA) 1 nos 5000VA TOTAL DG SET CAPACITY: 13000 kVA Budgetary allocation: Capital Cost: 297.24 Lakhs G & M Cost: 36.4 Lakhs
Solid waste management	Waste generation in the pre construction and construction phase Waste generation: 2000 kg/day (Domestic)

Signature

Solid Waste	
Disposal of the construction waste	1000 m ³
Waste generation in the Operation phase	
Dry Waste (kg/d)	4320.4 kg/day
Wet Waste (kg/d)	3019.3 kg/day
STP Sludge (dry sludge) (kg/d)	364 kg/day
Mode of Disposal of Waste	
Dry Waste : Dry garbage will be segregated & disposed off to recyclers	
Wet Waste : Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping.	
STP Sludge (dry sludge): Sludge use as manure for gardening	
Area requirement	
Location and land area provided for the storage and treatment of the solid waste : On ground. Area provided: 300 m ²	
Budgetary allocation	
Capital Cost: 42.8 Lakh	O & M Cost: 4.4 Lakh
Green Belt Development	
Total RG Area	56,646 m ²
RG area under green belt	36,646 m ²
RG on podium	13,877 m ²
RG on Podium	16,769 m ²
Number and list of trees/species to be planted in the ground RG : Proposed Tree: 928 Nos.	
Number, size, age and species of trees to be cut, trees to be transplanted (AS PER UDS EC)	
Trees to be cut: 177 Nos	
Trees to be transplanted: 26	
Trees to be retained: 42	
Proposed	
Trees to be cut: 177 Nos	
Trees to be transplanted: 26	
Trees to be retained: 42	
Budgetary allocation	
Capital Cost: 74.4 Lakh	O & M Cost: 19.2 Lakh
Energy	
Power supply	
Maximum demand	29.8 MW
Connected load	93.26 MW
Source	TATA POWER
Energy saving by non-conventional method	

Sharma

- Energy saving measures:
- Energy efficient fluorescent tube lights & CFL lamps which give approx. 30% more light output for the same watt consumed and therefore require less nos. of fixtures and corresponding lower power wiring costs. The life of T5 tubes is 2.5 to 3 times that of conventional tubes and hence the cost of replacement is quite less and hence rate of disposal of tubes reduced drastically.
 - All Fluorescent light Fixtures will be specified to incorporate electronic ballasts with THD less than 3% which have less watt-loss compared to electromagnetic ballast and result in superior operating power factor. Electronic chokes also improve the life of the fluorescent lamps.
 - The UPS will be specified with high input power factor (close to unity) so that input kVA is minimized.
 - UPS system is proposed with harmonic distortion restricted to less than 5% compared to far greater than 10% in many conventional UPS systems.
 - Bus bars in all distribution panels are specified as copper bus-bars upto 150A to reduce losses and improve reliability.
 - Copper conductor cables will be specified for sizes up to 16 sq mm, this will reduce losses and improve reliability.
 - All cables will be selected to avoid heating during use. This also indirectly reduces losses and improves reliability.
 - Power cable shall be used with XLPE insulation which can be operated at 90degC instead of PVC insulated cable at 70degC. Hence, improves reliability in the system.
 - Variable frequency drives will be incorporated on motor feeders which will save considerable energy.
 - Power factor of the complete electrical system will be maintained close to unity. This will reduce electrical power (distribution losses in the installation).
 - An APFC relay based on thyristor switching will be proposed to effect the power factor correction / improvement within a few cycles of deviation from the setting & also to reduce peak currents.
 - Solar operated path lights will be proposed to power pathway lights at some strategic locations.
 - Top five floors of tower shall be provided with solar water heating for floor.
 - Occupancy Presence sensors & day-light sensors will be provided in the common areas & hotel inside floor.
 - General lighting shall be through energy efficient fluorescent lamps and illumination levels shall be generally in line with National Building Code.
 - 10% of common area / elevators / basement parking corridor lights shall be designed as emergency lights and shall be connected to individual fire-circuit for uninterruptible illumination, which shall be further backed up by DG set.
 - All WCs shall have dual flush cisterns (not single flush type & flush valve combination which will reduce consumption of water significantly).
 - All common area and club house, low flow plumbing fixture shall be installed to conserve the water. For the restrooms, guide lines shall be given to use the efficient plumbing fixtures to conserve the water.
 - The water supply to the tower is by gravity with booster pump for the top floors.
 - Sewage Treatment Plant is installed for recycling the building waste and sewer water so that recycled water can be used after the suitable treatment for flushing, irrigation purposes as applicable.
 - The glazing for windows shall be used of low heat transfer coefficient (U) value.

Sharma

• Trip trip-break shall be used for the purpose of water bottle-filling to reduce the wastage of water.

• Residential Flats are proposed to be retained with energy efficient split units instead of conventional Window units to reduce the saving in power significantly. The necessary provisions shall be source to the extent as applicable.

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

The Energy savings is listed as follows:

S. No.	Description	Units saved / Year	Energy Cost saved / Year @ Rs 9.00/kWh
1	Solar lighting	32,638.00	1,95,653.00
2	Energy efficient TS light (Fluorescent)	2,48,689.51	22,12,205.56
		31,38,340.51	1,02,43,858.57
		1,000.00	16,42,500.00
	TOTAL		14,41,802.56

Completed as per NBC guidelines: Yes

Budgetary Allocation Capital Cost: 27.00 Lakh O & M Cost: 8.5 Lakh

DG set

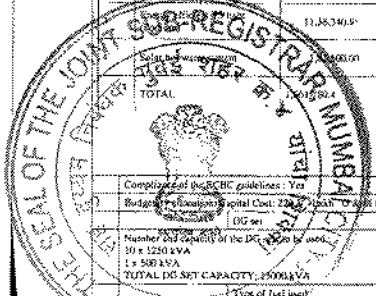
Number and capacity of the DG sets to be used: 10 x 1250 kVA (1 x 500 kVA)

TOTAL DG SET CAPACITY: 10000 kVA

Type of fuel used: Diesel

Environmental Management Plan Budgetary Allocation

S. No.	Parameter	Total cost without (in Lakhs)	Operational and maintenance cost per yr. (in Lakhs/yr)
1	STP Cost	207.0	56.4
2	Rain Water Harvesting	80.0	37.2



Sharma

S	Item	Qty	Rate
1	Rain Water Harvesting Tank	407	8.5
4	Environmental Monitoring	MOEF approval agency for monitoring	8.0
5	Solar Energy Lights	172.0	1.1
6	Solar Energy Water Heating	54.3	1.1
7	Fluorescent	246.0	39.2
8	Solid Waste Management	42.0	2.4
	Total Cost	1377.0	12.1

O & M cost (please ensure maintenance and other details): 36.00

Operation and generation of vapour load and combustion Not Applicable as facility is operated by us

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

Traffic Management: Nos. of the junction to the main road & design of cul-de-sac

Parking details: Number & area of basement: 311 spaces, 4th Part Area: 12675.00

Number & area of podium: 4 Podiums Area: 25500.00

Total Parking Area: GCP Parking area: 24422 m² Project Parking Area: 18240 m²

Area per car: 2-Wheeler: 1.50 m² 4-Wheeler: 3.00 m²

Proposed Parking: 218 Nos GCP Parking: 4728 Nos Other: 237 Nos

Total Water requirement

Item	Dry Season
Fresh water (CMD)	27
Source	MCGM
Recycled Water (CMD)	18
Total water requirement (CMD)	39
Fire Fighting (norm)	Residential: 300 m ³ Commercial: 50 m ³
Wet Season	
Fresh water (CMD)	27
Source	MCGM
Recycled Water (CMD)	13

Sharma

249/14/14
3022

Total water requirement (CMD) (including norm)		Residential: 300 m ³ GCP: 50 m ³
Rain Water Harvesting (RWH)	Level of ground water table	2.50 to 3.00 m
Size and No. of RWH tanks and quantity	Location of RWH tanks	In basement
Size and no. of recharge pits and quantity	Location of RWH tanks	In basement
Ring Wells: 5 Nos. 200mm dia (no. in line in Mass) & 2 Nos. 150mm dia (no. in line in Mass)		
Budgetary allocation: Capital Cost: 6.00 Lakh O & M Cost: 2.80 Lakh		
Storm Water Drainage	Normal water drainage pattern	Towards south side
Quantity of storm water	Size of SWD	18 m ³ /hr 150 mm dia SWD
Sewage and waste water	Sewage generation (CMD)	14 KLD
STP Technology:	Capacity of STP (CMD)	53 KLD
Location of the STP		In basement
DG sets (during emergency): DG sets will be provided as alternate supply for essential services such as STP, Fire Fighting, Lift etc. Capacity: 500 x 250 kVA		
Budgetary allocation: Capital Cost: 13.75 Lakh O & M Cost: 3.50 Lakh		
Solid waste management	Waste generation in the pre-construction and construction phase	
Waste generation	Disposal of the construction debris	40 kg/day To Authorize (zero disposal site)
Waste generation in the Operation phase	Dry Waste (kg/d)	93 kg/day
Wet Waste (kg/d)	STP Sludge (dry sludge) (kg/d)	63 kg/day 0.50 KLD
Mode of Disposal of Waste		
Dry Waste: Dry garbage will be segregated & disposed off to recyclers		
Wet Waste: Wet garbage will be composted using Mechanical Composting Technology and used as organic manure for landscaping.		

Sharma

STP Sludge (dry sludge): Sludge use as manure for gardening		
Area requirement		
Location and land area provided for the storage and treatment of the solid waste	In basement: 30 m ²	
Budgetary allocation: Capital Cost: 4.00 Lakh O & M Cost: 2.00 Lakh		
Green Belt Development		
Total RG Area	743.53 sq.m.	
RG area under green belt	429.53 sq.m.	
RG on podium	104.99 sq.m.	
Budgetary allocation: Capital Cost: 20 Lakh O & M Cost: 3 Lakh		
Energy		
Power supply		
Maximum demand	1.3 MW	
Connected load	2.6 MW	
Source	HSST POWER	
Energy saving by non-conventional method:		
Natural shading through elevated features to minimize heat gain and reduce air conditioning requirement		
Use of AC and lighting systems to reduce heat gain and power consumption		
Use of low loss to reduce power requirement		
Solar lighting in common areas, garden and road		
Solar hot water for Residential building		
Solar Street lights		
Sewage efficient lighting fixtures, Pumps and VFD Lites		
Detail calculations & % of saving	28%	
Budgetary allocation: Capital Cost: 12 Lakh O & M Cost: 1 Lakh		
DG set		
Number and capacity of the DG sets to be used: Capacity of DG Set provided will be 500 x 250 kVA		
Type of fuel used	Diesel	
Environmental Management Plan Budgetary Allocation		
Component	Capital Cost (Rs. in Lakhs)	O & M Cost (Rs. in Lakhs / year)
STP (Tertiary)	13.75	3.5
Solar System	12	1.0
Rainwater harvesting	8.0	0.80

Sharma

Solid Waste Composting plant		4.0	2.0
Landscape		28.8	18
Total Cost		57.75	30.3

Traffic Management		Parking details	
Number & area of Basement		3 basements, Area: 6387 m ² (visitors & auxiliary; 1105 m ² balance parking)	
Number & area of podium		Ground + 4 podiums for G.P. and One podium for captive parking	
Podium area: 9678 m ² (services & auxiliary; 2906 m ² , balance parking)		Initial Parking Area	
		11854 m ²	
		Area per car	
		24.75 m ²	
		4-Wheeler: G.P. 204 Nos.	
		Residential: 775 Nos.	

3. The proposal has been considered by SEIAA in its 25th meeting decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:-

- (v) This environmental clearance is issued subject to land use verification. Local authority planning authority should ensure this with respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. This environmental clearance issued with respect to the environmental consideration and it does not mean that State Level Impact Assessment Authority (SEIAA) approved the proposed land use.
- (vi) The height, Construction built up area of proposed construction shall be in accordance with the existing FSI/FAR norms of the site local body & it should ensure same along with survey number before approving layout plan & before securing commencement certificate to proposed work. Plan approving authority should also ensure the zoning permissibility for the proposed project as per the approved development plan of the area.
- (vii) "Consent for Establishment" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any construction at the site.
- (viii) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- (ix) Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. No physical occupation or allotment will be given unless all above said environmental requirements is installed and made functional including water requirement in Para 2. Prior certification from appropriate authority shall be obtained.
- (x) Provisions shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fire for cooking, mobile toilets, potable STP, safe drinking water, medical health care, canteen and First Aid Room etc.
- (xi) Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilet.

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- (xii) wastewater and solid wastes generated during the construction phase should be covered.
- (xiii) The solid waste generated should be properly collected and segregated, dry/semi-dry solid waste should be disposed off in the approved sites for land filling after recovering recyclable material.
- (xiv) Wet garbage should be treated by Organic Waste Converter and treated water (effluent) should be utilized in the existing pond for gardening. And, no wet garbage will be disposed outside the premises. Local authority should ensure this.
- (xv) Arrangement shall be made that waste water and storm water do not get mixed.
- (xvi) All the topsoil excavated during construction activities should be stored for use in landscaping / landscape development within the project site.
- (xvii) Additional soil for leveling of the proposed site shall be generated within the site (to the extent possible) so that natural drainage system of the area is protected and improved.
- (xviii) Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/Agriculture Dept.
- (xix) Disposal of truck during construction phase should not create any adverse effect on the neighbouring communities and be disposed taking the necessary precautions for general safety and health aspects of people, only in approved sites with the approval of competent authority.
- (xx) Soil and ground water samples will be tested to ascertain that there is no threat to ground water quality by leaching of heavy metals and other toxic contaminants.
- (xxi) Construction spoils, including bituminous material and the dumpsites for such materials must not be allowed to contaminate watercourses and the dumpsites for such materials must be secured so that they should not leach into the ground water.
- (xxii) Any hazardous waste generated during construction phase should be disposed off as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.
- (xxiii) The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environment (Protection) Rules prescribed for air and noise emission standards.
- (xxiv) The diesel required for operating DG sets shall be stored in underground tanks and if required, clearance from competent authority shall be taken.
- (xxv) Vehicles used for bringing construction material to the site should be in good condition and should have a pollution check certificate and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.
- (xxvi) Ambient noise levels should conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality should be closely monitored during construction phase. Adequate measures should be made to reduce ambient air and noise level during construction phase, so as to conform to the stipulated standards by CPCB/MPCB.
- (xxvii) Fly ash should be used as building material in the construction as per the provisions of Fly Ash Notification of September 1999 and amended on 27th August, 2003. (The above condition is applicable only if the project site is located within the 100km of Thermal Power Station).
- (xxviii) Ready mixed concrete must be used in building construction.
- (xxix) The approval of competent authority shall be obtained for structural safety of the buildings due to any possible earthquake, subsequent to the provisions of National Building Code including measures for lightning.
- (xxx) Storm water control and its re-use as per CGWB and BIS standards for various applications.

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- (xxv) Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices relevant.
- (xxvi) The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- (xxvii) The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned for operation. Discharge of this treated effluent, if any should be discharge in the sewer line. Treated effluent emanating from STP shall be recycled/reused to the maximum extent possible. Discharge of this treated effluent, if any should be discharge in the sewer line. Treatment of 100% gray water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP.
- (xxviii) Local body should ensure that no occupation certificate is issued prior to operation of STP/MSW site etc. with due permission of MPCB.
- (xxix) Personnel to draw ground water shall be obtained from the competent Authority prior to construction/operation of the project.
- (xxx) Separation of gray and black water should be done by the use of dual plumbing line for separation of gray and black water.
- (xxxi) Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure sensitive devices or flow based control.
- (xxxii) Use of glass may be reduced up to 40% to reduce the electricity consumption and heat on air conditioning. If necessary, use high quality double glass with special reflective coating in windows.
- (xxxiii) Roof should meet prescriptive requirement as per Energy Conservation Building Code by using appropriate thermal insulation material to fulfill requirement.
- (xxxiv) Energy conservation measures like installation of CFLs/TLFLs for lighting the areas outside the building should be integral part of the project design and should be in place before project commissioning. Use CFLs and TLFLs should be properly collected and disposed off after use as per the prevailing guidelines of the regulatory authority to avoid mercury contamination. Use of solar panels may be done to the extent possible like installing solar street light, common solar water heaters system. Project proponent should install, after checking feasibility, solar (or) hybrid (or) conventional energy source as source of energy.
- (xxxv) Diesel power generating sets proposed as source of back up power for elevators and common area illumination during operation phase should be of enclosed type and conform to noise made under the Environment (Protection) Act, 1986. The height of stack or DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- (xxxvi) Noise should be controlled to ensure that it does not exceed the prescribed standards. During nighttime the noise levels measured at the boundary of the building shall be restricted to the permissible level to comply with the prevalent regulations.
- (xxxvii) Traffic congestion near the entry and exit points from the road adjoining the proposed project site may be avoided. Parking should be fully internalized and no public spaces should be utilized.
- (xxxviii) Openings shall should meet prescriptive requirement as per Energy Conservation Building Code, which is proposed to be mandatory for all air-conditioned spaces while it is aspirational for non-air-conditioned spaces by use of appropriate thermal insulation material to fulfill requirement.
- (xxxix) The building should have adequate distance between them to allow movement of fresh air and passage of natural light, air and ventilation.

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- (1) Regular supervision of the above and other measures for monitoring should be in place till through the construction phase, so as to avoid disturbance to the surroundings.
- (2) Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been started without obtaining environmental clearance.
- (3) Six monthly monitoring reports should be submitted to the Department and MPCB.
- (4) A complete set of all the documents submitted in Department should be forwarded to the MPCB.
- (5) In the case of any change(s) in the scope of the project, the project would require a fresh appraisal by this Department.
- (6) A separate environmental management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
- (7) Separate fund shall be allocated for implementation of environmental protection measures/EMP along with year-wise breakdown. These cost shall be included as part of the project cost. The funds earmarked for the environmental protection measures shall be diverted for other purposes and year-wise expenditure should reported in the MPCB & this department.
- (8) The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at www.mahapolice.com.
- (9) Project management should submit half yearly compliance reports in respect of the stipulated prior environmental clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.
- (10) A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (11) The proponent shall update the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The status pollution levels namely, SPM, RSPM, SO₂, NO_x (ambient levels as well as stack emissions) or critical source parameters, indicators for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
- (12) The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as in e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- (13) The environmental statement for each financial year ending 31st March in Form-V as is mandated by the stipulated EC conditions including results of monitored data (both in hard copies as well as in e-mail) to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

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4. The environmental clearance is being issued without prejudice to the action initiated under EIA Act in any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EIA Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EIA Act.
5. In case of submission of false document and non-compliance of stipulated conditions, Authority/Environment Department will initiate the Environmental Clearance under any intimation and initiate appropriate legal action under Environment Protection Act, 1986.
6. The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for other reasons, for any other administrative reason.
7. Validity of Environmental Clearance: The environmental clearance accorded shall be valid for a period of 5 years.
8. In case of any deviation, or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
9. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1986, the Environment (Protection) Act, 1986 and rules there under, Hazardous Waste (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
10. Any appeal against this environmental clearance shall lie with the National Green Tribunal, Varanasi Bench, Sec-5, R.K. Puram, New Delhi - 110 012, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

[Signature]
(Vijay R. Nair)
Secretary, Environment
Department & Mo, SEIAA

- Copy to:
1. Shri P.M.A. Husein, IAS (Retd.), Chairman, SEIAA, 'Jagan' Kirtanam Road, Calcutta - 700 006 West.
 2. Shri. Hays Bhuvan Bhatnagar, Chairman, SRAC-II, 9-South, Dillwara Apartment, Cooperage, M.K. Road, Mumbai 400051
 3. Additional Secretary, MoEF, 'Prayvaran Bhawan' CGO Complex, Lodhi Road, New Delhi - 110010

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SEAL OF THE JOINT SUB-REGISTRAR, MAHARASHTRA

Joint Registrar, Maharashtra Pollution Control Board, Mumbai

1. The Joint Registrar, Maharashtra Pollution Control Board, Mumbai, to display a copy of this clearance.

2. The JCE, Regional Office, Environment and Forests, Regional Office, Western Region, Keshavnagar, Mumbai, to display a copy of this clearance.

3. Regional Office, MPCB, Mumbai.

4. Chief Registrar (DP), Municipal Corporation of Greater Mumbai, Maharashtra, Mumbai.

5. Chief Registrar (DP), Municipal Corporation of Greater Mumbai, Maharashtra, Mumbai.

10. To: Director, Monitoring Cell, MoEF, Pragati Bhawan, CGO Complex, Lodhi Road, New Delhi - 110001

11. Subject file (CFC).

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business of real estate development and construction activities along with development rights and infrastructure facilities.

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

3. RATIONALE OF THE SCHEME

The rationale of the proposed Scheme is as under:

- The Scheme will consolidate and simplify the group structure;
- The Scheme will result in elimination of multiple entities in the group which will eliminate duplication of administrative functions and reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Companies and the Transferee Company;
- Achieving operational and management efficiency; and
- Synergies arising out of consolidation of business, such as, enhancement of net worth of the combined business to capitalize on future growth opportunities, optimal utilizations of resources.



4. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

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

PART I DEFINITIONS OF THE SCHEME

1. DEFINITIONS

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

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



1.3 "Board" means the respective Board of Directors of Transferee Companies and Transferee Company or any Committee of Directors constituted or appointed and authorized to take any decision for the implementation of this Scheme on behalf of such Board of Directors.

1.4 "Court" or "High Court" means the High Court of Judicature at Bombay and shall include the National Company Law Tribunal, if applicable.

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

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

1.6 "KRPL" or "First Transferor Company" means Krandan Realty Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

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

1.8 "LAPL" or "Third Transferor Company" means Lodha Aviation Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

1.9 "SARPL" or "Fourth Transferor Company" means Sarvasaibhushinchik Farnu Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

1.10 "LDPL" or "Transferee Company" means Lodha Developers Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001.

1.11 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 16 of this Scheme as approved or directed by the High Court.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, by-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

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

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

PART II AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE TRANSFEE COMPANY

3. SHARE CAPITAL

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

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

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

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

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

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

Pursuant to the amalgamation of Krandan Realty Pvt. (a.) with Sarvasaibhushinchik Farnu Private Limited with effect from 1st April, 2016, the authorized, issued, subscribed and paid-up share capital is modified as under:

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

Particulars	Amount in (Rs)
Issued, Subscribed and Paid up Capital	
10,000 Equity Shares of Rs.10 each, fully paid up	1,00,000
TOTAL	1,00,000

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

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

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

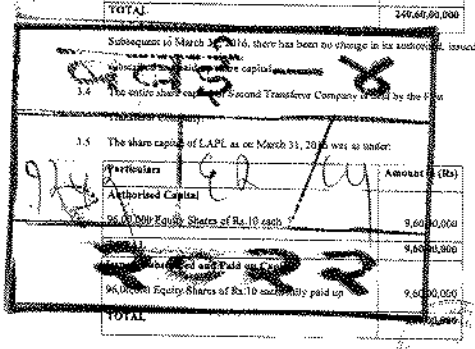
Particulars	Amount in (Rs)
Authorized Capital	
24,00,00,000 Equity Shares of Rs.10 each	240,00,00,000
TOTAL	240,00,00,000
Issued, Subscribed and Paid up Capital	
24,00,00,000 Equity Shares of Rs.10 each, fully paid up	240,00,00,000
TOTAL	240,00,00,000

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

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

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

Particulars	Amount in (Rs)
Authorized Capital	
90,00,000 Equity Shares of Rs.10 each	9,00,00,000
TOTAL	9,00,00,000
Issued, Subscribed and Paid up Capital	
90,00,000 Equity Shares of Rs.10 each, fully paid up	9,00,00,000
TOTAL	9,00,00,000



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

For Preference Shareholders of Fourth Transferor Company

Since the entire preference share capital of Fourth Transferor Company is held by the Transferee Company, on amalgamation, no further consideration will be paid nor any shares shall be issued by the Transferee Company to the preference shareholders of the Fourth Transferor Company. In consideration thereof and consequent upon the amalgamation, the preference shares of the Fourth Transferor

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

6. ACCOUNTING TREATMENT

Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor Companies in its books of accounts with effect from the Appointed Date as per "Pooling of Interest Method" provide in Indian Accounting Standard 333 (Kaisista combination of entities under common control) notified under the provisions of the Companies Act, 2013. It would upon this include the following:

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

It is clarified that the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 16, Section 31 and Section 84 of the Companies Act, 1956 (Corresponding notified Section 13, Section 14 and Section 61, respectively, of the Companies Act, 2013) or any other applicable provisions of the Act, would

be required to be passed by the shareholders of the Transferor Companies, in the event of any increase in the authorized share capital of the Transferee Company before the Effective Date, as provided in clause 7.1 hereof. In such case, such increase shall be given effect to with effect from the Effective Date.

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

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

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indentures, guarantees, arrangements and other instruments, whether pertaining to the business of the Transferor Companies or otherwise, shall stand transferred to the Transferee Company as a party to the same, and which shall be deemed to be entered into or renewed immediately

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

9.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorizations, power of attorney given by, issued to or executed in favour of the Transferor Companies shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

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

10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

10.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Companies, who are in service on the date immediately preceding the Effective Date shall become staff, workmen and employees of the Transferee Company, without any break or interruption in their service, on same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company shall be deemed to be the employer of the staff, workmen and employees of the Transferor Companies, and the payment of any retirement benefits or compensation, such immediate uninterrupted past service with the Transferee Company shall be taken into account.

11. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE

With effect from the Appointed Date upto the Effective Date:

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

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

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

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

7. AGGREGATION OF AUTHORISED CAPITAL

7.1 Upon this Scheme becoming effective, the authorized share capital of the Transferor Companies shall stand consolidated and vested in and be merged with the authorized share capital of the Transferee Company and shall be reclassified as consisting of equity shares of Rs. 5 and preference shares of Rs. 5 each without any further act, instrument or deed on the part of the Transferee Companies including without payment of stamp duty and fees payable to Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 16, Section 31 and Section 84 of the Companies Act, 1956 (Corresponding notified Section 13, Section 14 and Section 61 respectively of the Companies Act, 2013) or any other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and fees paid on the authorized share capital of the Transferor Companies shall be utilized and applied to the increased authorized share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorized share capital to that extent.

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

Authorized Share Capital	Amount in Rs.
50,77,05,249 Equity Shares of Rs.5 each, fully paid up	401,85,26,200
1,11,20,000 Preference Shares of Rs.5 each, fully paid up	15,56,00,000
TOTAL	417,41,26,200

It is clarified that the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 16, Section 31 and Section 84 of the Companies Act, 1956 (Corresponding notified Section 13, Section 14 and Section 61, respectively, of the Companies Act, 2013) or any other applicable provisions of the Act, would

be required to be passed by the shareholders of the Transferor Companies, in the event of any increase in the authorized share capital of the Transferee Company before the Effective Date, as provided in clause 7.1 hereof. In such case, such increase shall be given effect to with effect from the Effective Date.

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

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

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indentures, guarantees, arrangements and other instruments, whether pertaining to the business of the Transferor Companies or otherwise, shall stand transferred to the Transferee Company as a party to the same, and which shall be deemed to be entered into or renewed immediately

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

9.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorizations, power of attorney given by, issued to or executed in favour of the Transferor Companies shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

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

10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

10.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Companies, who are in service on the date immediately preceding the Effective Date shall become staff, workmen and employees of the Transferee Company, without any break or interruption in their service, on same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company shall be deemed to be the employer of the staff, workmen and employees of the Transferor Companies, and the payment of any retirement benefits or compensation, such immediate uninterrupted past service with the Transferee Company shall be taken into account.

11. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE

With effect from the Appointed Date upto the Effective Date:

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

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

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

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

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

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

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

12. TREATMENT OF TAXES

12.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax Laws, Service Tax, Stamp Laws or other applicable laws/regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties levies allocable or related to the business of the Transferor Companies to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

12.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, value added tax ("VAT"), etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise hereunder, by the Transferor Companies in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

12.3 Any refund under the Tax Laws due to the Transferor Companies consequent to the assessments made on the Transferor Companies and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.

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

13. SAVING OF CONCLUDED TRANSACTIONS

13.1 The transfer and vesting of the assets, liabilities and obligations pertaining/relating to the Transferee Companies, pursuant to this Scheme, and the continuance of the proceedings by or against the Transferee Company, under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferor

Companies, on and after the Appointed Date to the end and intent that the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Companies, as acts, deeds and things done and executed by and on behalf of the Transferee Company.

**PART III
GENERAL TERMS AND CONDITIONS**

14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANIES

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

15. APPLICATION TO THE HIGH COURT

Companies involved under this arrangement (i.e. Transferor Companies and Transferee Company) shall make applications / petitions, wherever required, under Sections 394 to 396 and other applicable provisions of the Act to the High Court for sanction of this Scheme and for dissolution of the Transferor Companies.

16. MODIFICATION / AMENDMENT TO THE SCHEME



16.1 Subject to approval of the High court, the Transferor Companies or the Transferee Company, through their respective Board of Directors, may consent, on behalf of all persons concerned, to any modifications or amendments of the Scheme or to any conditions or limitations that the High Court may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.

16.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorised to give such directions including directions for settling any question of dispute or difficulty that may arise.

17. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

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

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

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

17.4 Certified copy of the order of the High Court sanctioning the Scheme being filed with the Registrar of Companies, Mumbai respectively by the Transferor Companies and the Transferee Company.

18. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS



In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by the High Court, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have accrued or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

19. COSTS, CHARGES & EXPENSES

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



18-10-2017
21
11:00
24-10-2017
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24-10-2017
National Company Law Tribunal
Mumbai Bench



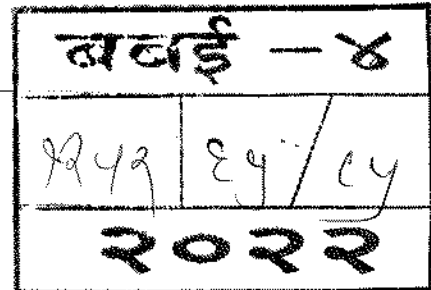
**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH
IN
COMPANY SCHEME PETITION NO 808 OF 2017**

In the matter of the Companies Act, 2013;
AND
In the matter of Sections 230 to 232 of the Companies Act 2013 and other applicable provisions of the Companies Act 2013;
AND
In the matter of Section 391 to 394 and other applicable provisions of the Companies Act, 1956;
AND
In the matter of Scheme of Arrangement ("Scheme") of Kunder Realtors Private Limited and Jawala Real Estate Private Limited and Lodha Aviation Private Limited and Sarvavasa Builders & Farms Private Limited with Lodha Developers Private Limited and their respective shareholders and creditors.

Jawala Real Estate Private Limited Petitioner Company

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

**HEMANT SETHI & CO.
ADVOCATES FOR PETITIONERS
PH: 9820244453**



Certificate of Incorporation Consequent upon conversion to Public Limited Company



Corporate Identity Number: U45200MH1905PLC263041
Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

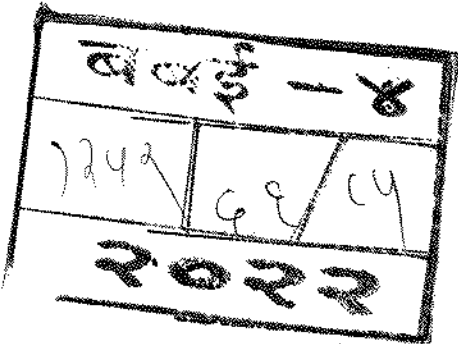
IN THE MATTER OF LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty fifth day of September One thousand nine hundred ninety five under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013, and approval of Central Government signified in writing having been accorded thereto by the RoC - Mumbai vide ORN: 078685165 dated 14.05.2016 the name of the said company is this day changed to LODHA DEVELOPERS LIMITED

Given under my hand at Mumbai this Fourteen day of May Two thousand eighteen

Signature of Registrar of Companies
V T SAJEEVAN
Registrar of Companies
RoC - Mumbai

Mailng Address as per record available in Registrar of Companies office:
LODHA DEVELOPERS LIMITED,
412, Floor-4, 17G Vardhaman Chamber, Gowop Patel Road, Horniman Circle, Fort, Mumbai,
Maharashtra, India, 400001



Corporate Identity Number: U45200MH1905PLC263041



Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies Incorporation Rules, 2014]

Corporate Identification Number (CIN): U45200MH1905PLC263041

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

Company was originally incorporated with the name LODHA DEVELOPERS PRIVATE LIMITED

Given under my hand at Mumbai this Fourth day of May two thousand eighteen

Signature of Registrar of Companies
V T SAJEEVAN
Registrar of Companies
RoC - Mumbai

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

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



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

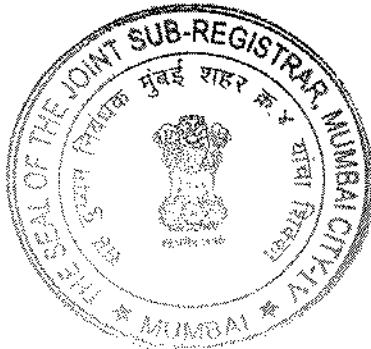
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51900001339

Project: Lodha Park, Plot Bearing / CTS / Survey / Final Plot No.: 464 part only at GSouth-400013, Ward GSouth, Mumbai City, 400013;

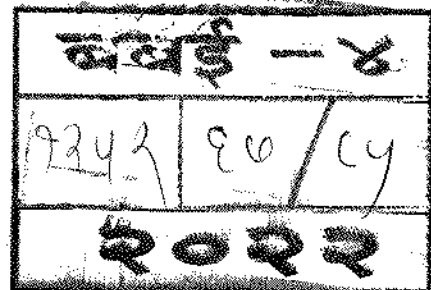
- Macrotech Developers Limited** having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.*
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **27/07/2017** and ending with **31/12/2021** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- 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: 27/07/2017
Place: Mumbai



Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 6/28/2019 1:26:08 PM

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



घोषणापत्र

मी, सुरेन्द्र नारयण / वॅट्रिक मोतिस / संपीत चौधरी / रितेश जगदाप / विवीन सॅम / जॉय वासीकोव्श / बनावई सोरेस या द्वारे घोषित करतो की, दुय्यम निबंधक मुळाई ३-४ यांचे कार्यालयाला कानून व्यवस्था या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. रीतिका मल्होत्रा / स्विता याग यांनी दिनांक 04/10/2021 रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, दत्त नोंदणीस सादर केला आहे / निष्पादीत करून वसुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींशी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द झालेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः कबल आहे. सदरचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिल्याची मला जाणीव आहे.

दिनांक : मुळाई

दिनांक : २०/९/२०२२

 सही
कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

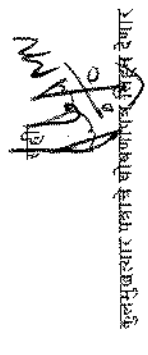


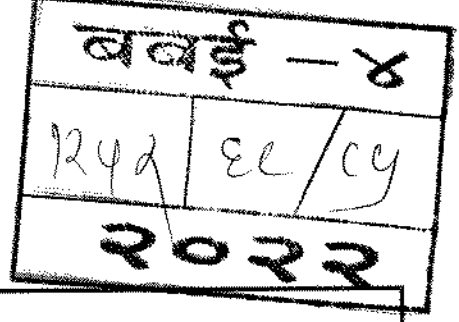
घोषणापत्र

मी, पंढरी केसरकर / राहुल वडेकर / प्रमोद कांबळे / प्रताप सातवेंकर / शिरोस मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कापीनकर / श्रीकांत कांबळे या द्वारे घोषित करतो की, दुय्यम निबंधक मुळाई ३-४ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. सुरेन्द्र नारयण / वॅट्रिक मोतिस / संपीत चौधरी / रितेश जगदाप / विवीन सॅम / जॉय वासीकोव्श / बनावई सोरेस यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून वसुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींशी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द झालेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः कबल आहे. सदरचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिल्याची मला जाणीव आहे.

दिनांक : मुळाई

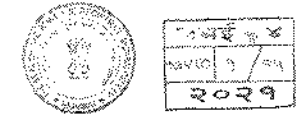
दिनांक : २०/९/२०२२

 सही
कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



908133480
 Monthly Number 06, 2021
 1.48.94
 30/06/2021
 3. 100.00
 4. 100.00
 5. 100.00

D H C
 Registrar, Government of Maharashtra
Receipt of Document Handling Charges
 PAN: 03102021014500
 Receipt Date: 04/10/2021
 Received from Macrotech Developers Ltd. (PAN No. 2700000000) an amount of Rs. 3000/- towards Document Handling Charges for the Document to be registered on Document No. 13480/2021 of the Sub-Registrar office, Joint S.R. Mumbai-4 of the District Mumbai (East).
 DEFACE
 DEFACE
 DEFACE
 PAN: 10004152021-100301335
 REF No: 202127860752558
 Debit No: 03102021014500
 Debit Date: 04/10/2021
 This is computer generated receipt, hence no signature is required.



CHALAN
 MTR Form Number-4
 Date: 04/10/2021
 PAN: 03102021014500
 Description: Income Tax
 Type of Payment: Regular
 PAN No. of Assessee: 2700000000
 Location: Mumbai
 Fee: 3000.00
 Signature: [Signature]
 Date: 04/10/2021

CHALAN
 MTR Form Number-4
 Date: 04/10/2021
 PAN: 03102021014500
 Description: Income Tax
 Type of Payment: Regular
 PAN No. of Assessee: 2700000000
 Location: Mumbai
 Fee: 3000.00
 Signature: [Signature]
 Date: 04/10/2021



विवरण - ४
 १२५२ ९९/०५
 २०२२

SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME. We 1) MACROTECH DEVELOPERS (PVT) LIMITED, 2) PALAVA DWELLERS PRIVATE LIMITED, both companies incorporated and registered under the provisions of the Companies Act, 2013 and having their registered address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001. (hereinafter collectively referred to as "the said Companies", which expressions shall unless it be required to the context or meaning thereof mean and include their successors and assigns) DO HEREBY SEND GREETINGS.

WHEREAS:

A. The said Companies are engaged in business of real estate and property development and constructing various buildings comprised of residential and commercial premises/structures and selling such residential and commercial premises/structures in Mumbai, Thane and elsewhere in India.

B. The Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Leave and License Agreements, Lease Deeds and such other documents with the prospective purchasers for the sale/transfer/license of such residential and commercial premises/structures are required to be signed, executed, admitted, lodged and registered before the concerned Sub-Registrar of Assurances from time to time. In order to facilitate the same, the said Companies are desirous to appoint (1) Mr. Sureshchandra Nair (2) Mr. Patrick Monts (3) Mr. Sangeet Chowdhary (4) Mr. Akhesh Jagtap (5) Mr. Bilal Sam (6) Mr. Jay Vallabhadra and (7) Mr. Bernard Sears (hereinafter collectively referred to as "Attorneys" and individually as "Attorney" jointly and/or severally to represent the said Companies as is hereinafter stated and which the said Attorneys have agreed to do.

C. Pursuant thereto, the said Companies hereby appoint (1) Mr. Sureshchandra Nair and (2) Mr. Patrick Monts (3) Mr. Sangeet Chowdhary (4) Mr. Akhesh Jagtap (5) Mr. Bilal Sam (6) Mr. Jay Vallabhadra and (7) Mr. Bernard Sears, jointly and/or severally, as their true and lawful attorneys to do all or any of the following acts, deeds, matters and things as may be necessary in respect of the Agreements and such other transfer and related documents with/in favour of the prospective purchasers in the manner appearing hereinafter.

NOW KNOW YE ASK AND THESE PRESENTS WITNESS that we (1) MACROTECH DEVELOPERS LIMITED - MS. BAURHA MAHOTTAR, 2) PALAVA DWELLERS PRIVATE LIMITED - MS. SMITA GHAG), both adult, Indian inhabitants, and one of the directors of the said Companies, having their office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 do hereby nominate, constitute and appoint (1) Mr. Sureshchandra Nair company executive, Indian inhabitant, having his office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001

and (2) Mr. Patrick Monts company executive, Indian inhabitant, having his office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 and (3) Mr. Sangeet Chowdhary company executive, Indian inhabitant, having his office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (4) Mr. Akhesh Jagtap company executive, Indian inhabitant, having his office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (5) Mr. Bilal Sam company executive, Indian inhabitant, having his office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (6) Mr. Jay Vallabhadra company executive, Indian inhabitant, having his office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (7) Mr. Bernard Sears company executive, Indian inhabitant, having his office address at 412, Floor-4, 170 Varadham Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai - 400 001 (hereinafter collectively referred to as "Attorneys" and individually as "Attorney" jointly and/or severally, as their true and lawful attorneys to do the following acts, deeds, matters and things and to exercise all or any of the powers and authorities hereinafter conferred that is to say:

- To execute the Letters of Abandonment for the purpose of sale and allotment of residential and commercial premises/structures in the buildings constructed by the said Companies on various development projects in favour of the prospective purchasers.
- To execute Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Leave and License Agreements, Lease Deeds relating to the sale/transfer/license of the residential and/or commercial units in the various buildings constructed by the said Companies and to execute other ancillary and incidental documents, papers, forms and in connection with such Agreements to Sell and/or Agreements to Assign and/or E-registration Agreements to Sell and/or Leave and License Agreements and/or Lease Agreements to prior approval of the management of the said Companies, to execute all forms, writings, affidavits and other ancillary papers and documents as may be required, to enable the prospective purchasers of the residential and/or commercial units to secure loans and financial assistance from the banks and financial institutions for the purpose of payment of the consideration payable by such prospective purchasers to the said Companies, without making any monetary or other commitments or any other liabilities of any nature whatsoever on behalf of or against the said Companies or to by the banks or financial institutions.



विवरण - ४
 १२५२ ९९/०५
 २०२२



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
 Office of the Registrar of Companies
 Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002


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


Corporate Identification Number (CIN) : U74900MH2014PTC0290241
 I hereby certify that the name of the company has been changed from **LEADIA DEVELOPERS LIMITED** to **ASHIRWADI DEVELOPERS LIMITED** with effect from the date of this certificate and that the company is licensed to do so.
 Company was originally incorporated with the name **LEADIA DEVELOPERS PRIVATE LIMITED**
 On an order my hand at Mumbai this Twenty fourth day of May, two thousand sixteen





Mailing Address as per records available at Registrar of Companies office:
SHAKUNTAL DEVELOPERS LIMITED
 452, Floor 8, TTC Vardaan, Chhatrapati Chhatra Patel Road, Horniman Circle East, Mumbai, Maharashtra, India, 400011



MINISTRY OF CORPORATE AFFAIRS
 JAMNATHJI BOMBAY MUTUAL CO. MEMBERS



 2029

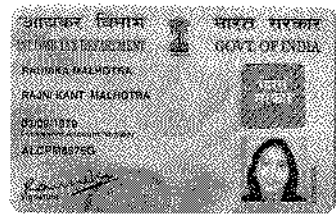
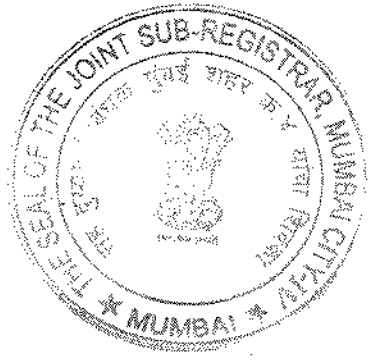

 2029



 2029



MINISTRY OF CORPORATE AFFAIRS
 JAMNATHJI BOMBAY MUTUAL CO. MEMBERS


 2029


 2029



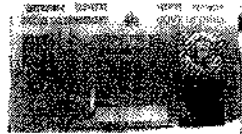

 2029


 2029

बबई - ४
 2242/09/14
 2022



Handwritten text and date: 20/02/2022



PERMANENT ACCOUNT NUMBER: ACPV2826P
NAME: JOY JONKEY VALKODATH
34-09-1978

Handwritten text and date: 20/02/2022



Handwritten text and date: 20/02/2022



Handwritten text and date: 20/02/2022

Handwritten text and date: 20/02/2022

Handwritten text and date: 20/02/2022

Small header text at the top of the right page.

Table with columns for various financial or administrative data.

Text block below the table on the right page.

Handwritten text and date: 20/02/2022



Handwritten text and date: 20/02/2022

Small header text at the top of the bottom left page.

Main body of text on the bottom left page, including a large circular stamp: 'JOINT SUB-REGISTER'.

Table with columns: Registration No., Date, etc. It contains several rows of data.



Handwritten text and date: 20/02/2022

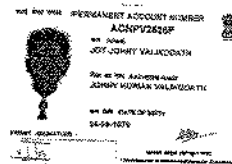
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Handwritten notes and stamps, including a date stamp: 22/07/2022



Handwritten signature or name.



Handwritten notes and stamps, including a date stamp: 22/07/2022



Handwritten notes.

Handwritten notes.

Handwritten notes.

Handwritten notes.

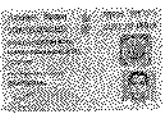
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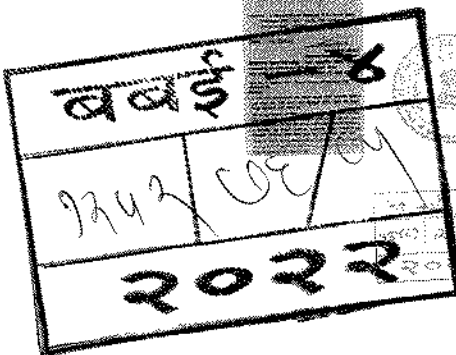


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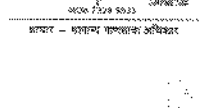
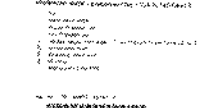


Handwritten notes and stamps, including a date stamp: 22/07/2022

Handwritten notes.



Handwritten notes and stamps, including a date stamp: 22/07/2022



Handwritten notes and stamps, including a date stamp: 22/07/2022

यस कार्ड को खोने / कान पर कथया सुचित करे / लोडर
आयकर पैन सेवा इकाई एन एस डी एल
5 बी मॉडल, मन्त्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कोलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: nunsu@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUNIL JAMES

JAMES JOSEPH

01/12/1975

Permanent Account Number

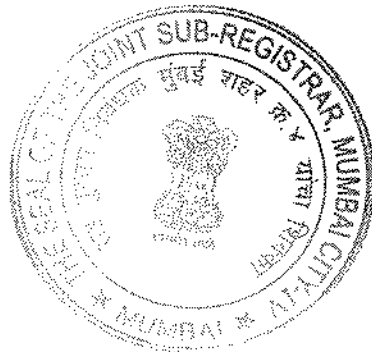
AHWPJ1740K

Signature



19082018

Handwritten signature



बबई - ४
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२०२२

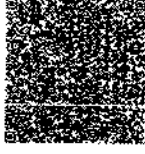


समाजिक न्याय



सुनील जेम्स
Sunil James
जन्म तारीख/DOB: 01/12/1975
पुरुष/ MALE
Mobile No: 9967516313

9319 6337 8562
VID : 9128 8168 5553 4980



Sunil

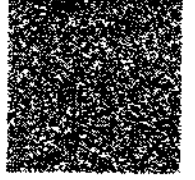
मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
फ्लैट नो 1902 सी विंग अदानी वेस्टर्न हाइट्स, जे पी रोड,
गुरुद्वारा समोर, फोर बुन्गलोव्, अंधेरी वेस्ट, मुंबई, मुंबई
उपनगर,
महाराष्ट्र - 400058

Address :
Flat No 1902 C Wing Adani Western Heights, J P
Road, Opp Gurudwara, Four Bungalows, Andheri West,
Mumbai, Mumbai Suburban,
Maharashtra - 400058



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001



बका - 8
११५२ ०९/०९
२०२२

In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UHTSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यदि कार्ड खो जाने या कृपया सविनय कर / लौटाय
आयकर पैन सेवा युनिट, UHTSL
प्लॉट नं. 3, सेक्टर 11, सी.डी. बेलपुर,
नवी मुंबई - 400 614.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ADITI SUNIL

PRADYUMNA SHRINIVAS RAO

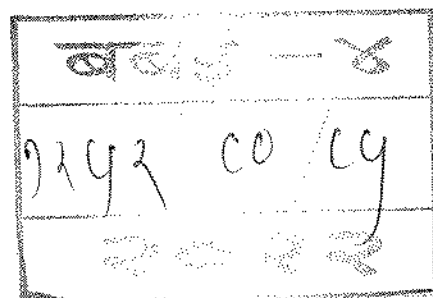
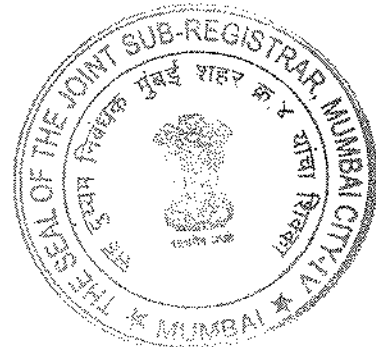
20/09/1981

Permanent Account Number

AGHPR7639H

Signature

Aditi

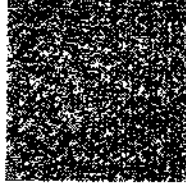




भारतीय विशिष्ट पहचान प्राधिकरण
GOVERNMENT OF INDIA

पत्ता:
फ्लॉट 1902 सी-विंग अदानी वेस्टर्न हाइट्स, जे पी रोड फोर
बुन्गलॉस, अंधेरी वेस्ट, गुरुद्वारा समोर, मुंबई, मुंबई उपनगर,
महाराष्ट्र - 400058

Address :
Flat 1902 C-Wing Adani Western Heights, J P Road
Four Bungalows, Andheri West, Opp Gurudwara,
Mumbai, Mumbai Suburban,
Maharashtra - 400058



1947
1800 500 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001

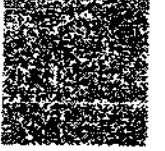
Aditi Sunil



संघ सरकार



अदिती सुनिल
Aditi Sunil
जन्म तारीख/DOB: 20/09/1981
महिला/ FEMALE
Mobile No: 7738002926



4077 5603 0020
VID : 9133 0747 1015 6268

माझे आधार, माझी ओळख



बळ - ४
१२५२ ०९/०५
३३३२



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
पतीचे नांव: प्रद्युम्न राव,
702, सत्यम शिवम,
खंडेलवाल लेआउट,
एवर्सशायन नगर, मूवी टाइम
थियेटर जवळ, मालाड वेस्ट,
मुंबई, मुंबई,
महाराष्ट्र - 400064

Address
W/O: Pradyumna Rao, 702,
Satyam Shivam, Khandelwal
Layout, Evershine Nagar, Near
Movie Time Theatre, Malad
west, Mumbai, Mumbai,
Maharashtra - 400064



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bangalore-560 001

M. Rao



भारत सरकार
GOVERNMENT OF INDIA

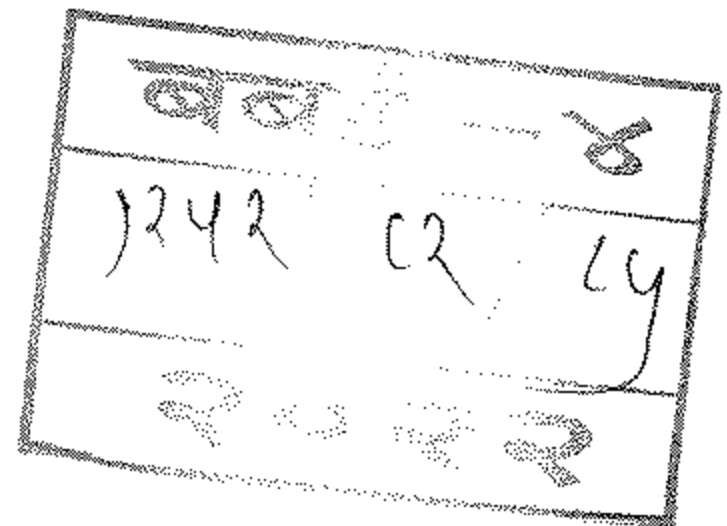


निर्मला राव
Nirmala Rao
जन्म तारीख/ DOB:
12/08/1948
महिला / FEMALE



3381 7847 4370

माझे आधार, माझी ओळख



आयकर विभाग

INCOME TAX DEPARTMENT

VINAYAK SURESH KAGINKAR

SURESH KAGINKAR

02/02/1988

Permanent Account Number

DLUPK8907C

Suresh
Signature



भारत सरकार

GOVT. OF INDIA



Suresh



बतल - ४	
9292	03/04
२०२२	

508/1252

गुरुवार, 27 जानेवारी 2022 12:14 म.नं.

दस्त गोषवारा भाग-1

बबई4

दस्त क्रमांक: 1252/2022

दस्त क्रमांक: बबई4 /1252/2022

बाजार मुल्य: रु. 5,19,04,523/-

मोबदला: रु. 5,41,53,381/-

भरलेले मुद्रांक शुल्क: रु.27,08,000/-

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

पावती:1367

पावती दिनांक: 27/01/2022

अ. क्र. 1252 वर दि.27-01-2022

सादरकरणाराचे नाव: सुनील जेम्स - -

रोजी 12:05 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

एकुण: 31700.00

दस्त हजर करणाऱ्याची सही:

सह दुसरे निबंधक, मुंबई-4

सह दुसरे निबंधक, मुंबई-4

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्र. 1 27 / 01 / 2022 12 : 05 : 08 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 27 / 01 / 2022 12 : 06 : 42 PM ची वेळ: (फी)

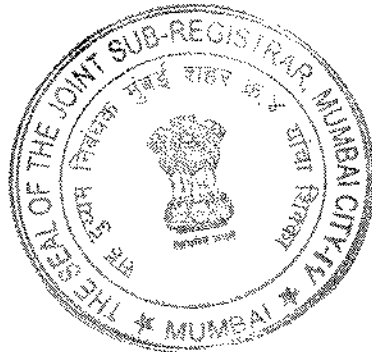
प्रतिज्ञापत्र

सकल दस्तऐवज या नोंदणी कार्यादा १९०८ अंतर्गत असावेना व क्युलीधारक नोंदणीत दाखल केलेला आहे. श्रमातीत संपूर्ण मजकूर निष्पटवून ज्येष्ठरी बाबोदार व सोपत नोंदणीत सादरपत्रांची सत्यता तपासली आहे. दस्तऐवज सत्यता सधता बाबोदार याबाबोरी दस्त निष्पटवून व क्युलीधारक हे संपूर्णपणे कळालेला यशतीत.

लिखून बंगारे

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दस्त गोपवारा भाग-2

बबई-4

दस्त क्रमांक: 1252/2022

27/01/2022 12:16:22 PM

दस्त क्रमांक : बबई-4/1252/2022

दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: सुनील जेम्स - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॉट नं. 1902, सी विंग, अदानी वेस्टर्न हार्ईट्स, जे पी रोड, गुरुद्वारा समोर, फोर बंगलौस, अंधेरी वेस्ट, मुंबई, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर: AHWPJ1740K	लिहून घेणार वय :- 46 स्वाक्षरी:-		
2	नाव: अदिती सुनील - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फ्लॉट नं. 1902, सी विंग, अदानी वेस्टर्न हार्ईट्स, जे पी रोड, गुरुद्वारा समोर, फोर बंगलौस, अंधेरी वेस्ट, मुंबई, इंडिया, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर: AGHPR7639H	लिहून घेणार वय :- 40 स्वाक्षरी:-		
3	नाव: मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु. सु. सुरेन्द्रन नायर तर्फे कु. सु. राहुल वडेकर - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसाजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर: AAACL1490J	लिहून घेणार वय :- 42 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 27 / 01 / 2022 12 : 09 : 42 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: निर्मला राव - - वय: 73 पत्ता: 702, सत्यम शिवम विल्डींग एवरशार्ईन नगर मालाड प. मुंबई पिन कोड: 400064		
2	नाव: विनायक कागीनकर - - वय: 35 पत्ता: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसाजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई पिन कोड: 400001		

शिक्का क्र.4 ची वेळ: 27 / 01 / 2022 12 : 10 : 57 PM

शिक्का क्र.5 ची वेळ: 27 / 01 / 2022 12 : 11 : 44 PM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक, मुंबई-4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Macrotech Developers Limited	eChallan	69103332022012515401	MH012096603202122E	2708000.00	SD	0005882538202122	27/01/2022
2	Macrotech Developers Limited	eChallan		MH012096603202122E	30000	RF	0005882538202122	27/01/2022
3		DHC		2601202202712	1700	RF	2601202202712D	27/01/2022

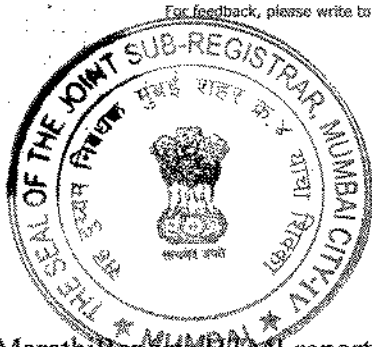
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पुस्तक क्रमांक-१, बबई-४/...१२५२.../२०२२
नोंदला.

दिनांक '27 JAN 2022

सह दुय्यम निबंधक वर्ग-२ मुंबई शहर क्र. ४
27-01-2022

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