



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 :
P51800054477

Project: **AARADHYA ONEPARK** , Plot Bearing / CTS / Survey / Final Plot No.: **353/5, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15, 353/16** at **Ghatkopar, Kurla, Mumbai Suburban, 400077**;

1. **Micl Creators Llp** having its registered office / principal place of business at Tehsil: **Kurla, District: Mumbai Suburban, Pin: 400089**.
2. 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 **25/01/2024** and ending with **31/07/2028** 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
3. 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.



Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:25-01-2024 14:01:49

Dated: **25/01/2024**
Place: **Mumbai**

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



भारतीय गैर न्यायिक
भारत INDIA

₹. 500

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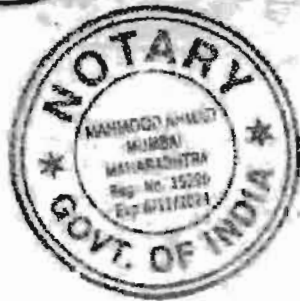
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महाराष्ट्र MAHARASHTRA

2023

BY 578697



प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क. ८००००९५
-4 MAY 2023
सहान् अधिकारी

श्रीमती सायली कोळी

This stamp paper forms an integral part of the Limited Liability Partnership Agreement executed on 11th May 2023 between "VYAS FAMILY LLP" and Kapil Vinod Vyas, Manan Dhruv Vyas, Ketan Vinod Vyas, Haresh Somatal Vyas (as "Partners").

(Handwritten signatures)

(Handwritten signature)
MAHMOOD AHMAD
B.A.LL.B
ADVOCATE & NOTARY GOVT. OF INDIA
297, Pathan Wadi, Tiltar, Aarey Road
Near Rashid Store, NITF Chowk,
Mumbai 400 087 Maharashtra

For VYAS FAMILY LLP
(Handwritten signature)
PARTNER

THIS PHOTOCOPY IS SUBMITTED
TO: _____
ON: _____ @ _____ HRS.
FOR: Approved Partner file
IF IT IS USED FOR PURPOSE OTHER THAN MENTIONED
ABOVE THE DOCUMENT TO BE TREATED AS CANCELLED WITH
NO LIABILITY WHATSOEVER FROM THE ATTESTING PERSON.

11 MAY 2023

002279

अनुसूची - 2 Annexure - II

AGREEMENT



परिवाराचे नाव	
दस्तऐवज करणारा व्यक्ती?	YES/NO
नियुक्तकीचे वर्णन -	
मुदतका किंवा घेण्याची सही	Edwin - V. Vyasa
दुसऱ्या घराण्याची सही	Vyasa family
मुदतका शुरु करणेबाबत	
मुदतका किती दिवस देण्याबाबत	30
मुदतका किती दिवस घेण्याची सही	30
मुदतका किती दिवस घेण्याची सही	30
परिवाराचे क्रमांक :	60000074
मुदतका किती दिवस घेण्याबाबत :	अखेरचे कोर्टाचे आदेशानुसार
एच. एम. कोर्ट, अखेरचे रेल्वे स्टेशनच्या बाजूला, अंधेरी (पूर्व), मुंबई - 400 032.	
ए वी कर्णारकरांनी याबाबत मुदतका अखेरचे दिवस त्यांनी स्वतःच्या कारणासाठी मुदतका अखेरचे दिवस घेण्याबाबत स्पष्टीकरण देण्याची वेळापत्रके आहेत.	



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महाराष्ट्र MAHARASHTRA

2023

BY 578696



प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क. ८००००९५
- 4 MAY 2023
सक्षम अधिकारी

श्रीमती सायली कोळी

This stamp paper forms an integral part of the Limited Liability Partnership Agreement executed on 11th May 2023 between "VYAS FAMILY LLP" and Kapil Vinod Vyas, Manan Dhruv Vyas, Ketan Vinod Vyas, Haresh Somalal Vyas (as "Partners").

002278

11 MAY 2023

जोड़पत्र - २ Annexure - II



AGREEMENT

पक्षीचा प्रकार	
वस्तूची वर्गीकरण क्रमांक	
निलंबकीचे वर्णन	
गुप्तता दिवस घेण्याचा दिनांक	Ketan V Vyas A/c
दुसऱ्या पक्षाचे नाव	Vyas Pratik NP
हस्त अक्षरपत्र त्याच दिनांक	
गुप्तता शुल्काचे रकम	₹ 0
दस्तावेज कोर्टात देण्याची तारीख	11/5/23
गुप्तता दिवस घेण्याची सही	
गुप्तता घेणेकरिताची सही	

11 MAY 2023

पत्राचा क्रमांक : ८००००९५
 गुप्तता दिवस घेण्याचा दिनांक/पत्रा : अंघोरी कोर्ट नगर असेसिएशन
 एन. एन. कोर्ट, अंघोरी रेल्वे स्थानका बाजूला, अंघोरी (पूर्व), गुवाळ - ४९.
 या करारामार्फत अंघोरी गुप्तता कोर्टात घेण्याबाबतची स्वाक्षरी पत्रात
 गुप्तता घेण्याबाबतची अंघोरी कोर्टात घेण्याबाबतची अंघोरी कोर्टात घेण्याबाबतची

अंघोरी कोर्टात घेण्याबाबतची
 अंघोरी कोर्टात घेण्याबाबतची
 अंघोरी कोर्टात घेण्याबाबतची





LIMITED LIABILITY PARTNERSHIP AGREEMENT

(As per Section 23(4) of LLP Act, 2008)

THIS Agreement of Limited Liability Partnership made at Mumbai on this **11th Day of May, 2023** between:

1. Mr. Kapil Vinod Vyas, son of Vinod Somalal Vyas, residing at 903, Nandadevi Neelkanth Valley, 7th Rajawadi Road, Ghatkopar (East), Mumbai-400077, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **FIRST PARTY**
2. Mr. Manan Dhruv Vyas, son of Dhruv Somalal Vyas, residing at 701-A, Kukreja Palace, Vallabh Baug Lane, Pant Nagar, Ghatkopar (East), Mumbai-400075, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **SECOND PARTY**
3. Mr. Ketan Vinod Vyas, son of Vinod Somalal Vyas, residing at 1204, Alaknanda, Neelkanth Valley, 7th Rajawadi Road, Ghatkopar (E), Mumbai – 400077 which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **THIRD PARTY** and
4. Mr. Haresh Somalal Vyas, son of Somalal Khemram Vyas, residing at 1108, Vindhyachal Neelkanth Valley, 7th Rajawadi Road, Near Somaiya College, Ghatkopar East, Mumbai-400077, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the **FOURTH PARTY**.

(THE FIRST, SECOND, THIRD AND FOURTH PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS)

WHEREAS the abovementioned PARTIES have mutually agreed to carry on business of Builders, Developers, Civil Construction, Contractors, Purchasing and Selling of Plots or Land, Property Redevelopment, Real Estate agents & Leasing of Properties and other ancillary business more particularly described in the Schedule 1 annexed herewith.

NOW The First, Second, Third & Fourth Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.



Definitions:

- (i) The Act and the said Act shall mean the Limited Liability Partnership Act, 2008
- (ii) The Rules and the said Rules shall mean the Limited Liability Partnership Rules, 2009
- (iii) The provisions of the first schedule of the Act will not be applicable to the LLP so far as they are not inconsistent with any of the clauses of the agreement.
- (iv) Designated Partners- Designated Partner is Partner as defined u/s 7 of Limited Liability Partnership Act, 2008
- (v) Partners- Partners are those who are admitted to the LLP with the mutual consent of the Designated Partners and include the Designated Partner.
- (vi) Contribution- Contribution means the amount brought in by the partners of the LLP.
- (vii) Profit Sharing Ratio- Profit Sharing Ratio means the ratio in which the profits of the LLP shall be distributed among the partners of the LLP and is more specifically described in Clause 12 of this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. A Limited Liability Partnership shall be carried on in the name and style of "M/s Vyas Family LLP" [hereinafter referred to as 'the LLP'].
- 2. The LLP shall have its Registered Office at 701/A, Kukreja Palace, Vallabh Baug Lane, Pant Nagar, Near Hockey Ground, Ghatkopar (E), Mumbai-400075, and/or at such other place or places, as shall be agreed to by the majority of the Partners from time to time.

The First, Second, Third & Fourth Party shall be the Partners on the incorporation of the LLP.

The First and Second Party shall be the Designated Partners on the incorporation of the LLP.

- 3. The Initial contribution of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be contributed by the Partners in the following proportions:

- First Party: 25.00% i.e. Rs. 25,000/- (Rupees Twenty Five Thousand only)
- Second Party: 25.00% i.e. Rs. 25,000/- (Rupees Twenty Five Thousand only)
- Third Party: 25.00% i.e. Rs. 25,000/- (Rupees Twenty Five Thousand only)
- Fourth Party: 25.00% i.e. Rs. 25,000/- (Rupees Twenty Five Thousand only)



Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time.

4. The LLP shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the Designated Partners.
5. All the Partners are entitled to share profit and losses in the ratio of 25.00: 25.00: 25.00: 25.00.
6. The voting rights of all the Partners shall be in the ratio of 25.00: 25.00: 25.00: 25.00.
7. The business of the LLP shall be that of Builders, Developers, Civil Construction, Contractors, Purchasing and Selling of Plots or Land, Property Redevelopment, Real Estate agents & Leasing of Properties and other ancillary business more particularly described in the Schedule I annexed herewith.

Contribution:

8. The Contribution of a Partner may be tangible, intangible, moveable or immovable property.
9. Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time for meeting operational needs, working capital requirements and any other requirements.

Profit Sharing Ratio:

10. The profit sharing ratio of the partners of the LLP shall be in the ratio of 25.00: 25.00: 25.00: 25.00.
11. The profit sharing ratio of the reconstituted LLP, if any, shall be mutually decided by the partners.
12. The profit sharing ratio of the Partners may be altered subject to approval of all Partners.

PARTNERS:

Admission of New Partner:

13. A Person or Body Corporate may be introduced as a new Partner subject to approval of partner's carrying majority of voting rights.
14. Consequent to admission of a new partner, the LLP agreement shall be suitably modified subject to approval of all partners.

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Resignation/ Retirement of Partner:

15. Any Partner may cease to be Partner of the LLP by giving a notice in writing of not less than thirty (30) days to the other Partners of his intention to resign/ retire as Partner.
16. On the expiry of the notice period or at an earlier date, at the discretion of continuing Partners, the resigning/ retiring Partner shall cease to be a Partner in the LLP.
17. The accounts of the LLP shall be taken as closed on the date of resignation/retirement/ transfer of partners' rights to other persons/ person other than existing partners, and the amount found due from or payable to the Resigning/ Retiring Partner/ Partner whose rights are being transferred, shall be paid or recovered within three months of the date of resignation/ retirement. The business of the LLP with all its assets and liabilities shall be continued by the continuing Partners.

Death of Partner:

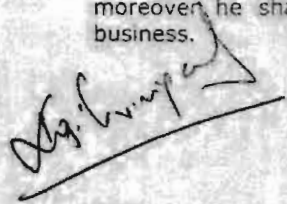
18. On the death of the either party the heirs, executors and administrators of the deceased Partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased Partner.
19. On the death of any Partner, if his or her heir / heirs opt not to become the Partner, the surviving Partners shall have the option to get the profits of the LLP in the profit sharing ratio.

Removal of Partner:

20. No Partner can be expelled by the other Partners or a majority of Partners except in cases where he / she have been found guilty of carrying on any activity / business of the LLP for fraudulent purposes.
21. A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by all the other partners after giving an opportunity of being heard to such partner.

Rights of Partner:

22. All the Partners hereto shall have the rights, title and interest in all the assets and properties of the LLP in the proportion of their contribution to the capital.
23. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Partners and the LLP shall have no objection thereto provided that the said Partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.





24. Every Partner has a right to have access to and to inspect and take copy of any books of account/ documents, etc. of the LLP.
25. The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.
26. Upon insolvency of a Partner his or her rights, title and interest in the LLP shall come to an end.

Duties of Partners:

27. Every Partner shall account to the LLP for any benefit derived by him without the consent of the LLP from any transaction concerning the LLP, or from any use by him of the property, name or any business connection of the LLP.
28. Every Partner shall indemnify the LLP and other existing Partners for any loss caused to it by his fraud in the conduct of the business of the LLP.
29. Each Partner shall render true accounts and full information of all things affecting the LLP to any Partner or his legal representatives.
30. No Partner shall without the written consent of all the other Partners of the LLP:
 - I. Employ any money, goods or effects of the LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the LLP.
 - II. Lend money or give credit on behalf of the LLP or to have any dealings with any Persons, Company or Firm whom the other Partners previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the LLP by the Partner incurring the same.
 - III. Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby the LLP property or any part thereof may be seized.
 - IV. Assign, mortgage or charge his or her share in the LLP or any asset or property thereof or make any other person a Partner therein.
 - V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the LLP except upon the written consent given by all the other Partners.

Extent of Liability of the LLP:

31. The LLP is not bound by anything done by a Partner in dealing with a person if:
 - I. The Partner in fact has no authority to act for the LLP in doing a particular act; and

[Handwritten signatures and marks]



- II. The person dealing with him knows that he has no authority or does not know or believe him to be a Partner of the LLP.

MEETINGS:

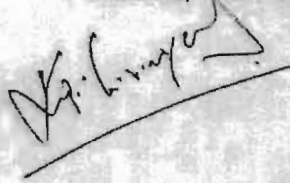
32. One or more meetings of the partners of the LLP may be held at any such time and at any such intervals as may be deemed fit by all the partners of the LLP.
OR
as may be deemed fit by the Designated partners of the LLP.

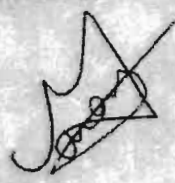
Notice of Meeting:

33. All the matters related to the LLP as mentioned in Schedule II to this Agreement shall be decided by a resolution passed by all the Partners.
34. The meeting of the Partners may be called by giving 15 days prior notice to all the Partners at their residential address or by mail or by Email provided by the individual Partners in writing to the LLP. In case any Partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided that the meeting may be called at shorter notice, if majority of the Partners agree in writing to the same either before or after the meeting.

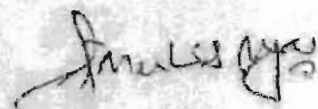
Requisition for Meetings:

35. Maximum voting: Any partner holding not less than one-tenth of the paid up value of contribution of the LLP, singly or jointly with one or more partners of the LLP, may make a requisition for convening and holding a meeting of the Partners of The LLP. Such requisition made by the Members must state the object or objects of the meeting proposed to be called and must be signed by the requisitionists and be deposited at the office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
36. Upon the receipt of any such requisition, the Designated Partners shall forthwith call a meeting of the Partners of the LLP and if the Designated Partners do not proceed within 15 (fifteen) days from the date of the requisition being deposited at the Office to cause a meeting to be called; on a day not later than 30 (thirty) days from the date of deposit of the requisition, the requisitionists or such of their numbers as represent either a majority in value of the contribution held by all of them or not less than one-tenth of such of the paid-up value of contribution of the LLP, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of deposit of the requisition as aforesaid.











*** Place and Manner of holding Meetings:**

- 37. With the written Consent of all the Partners, a meeting of the Partners may be conducted through Teleconferencing.
- 38. The meeting of Partners shall ordinarily be held at the registered office of the LLP or at any other place as per the convenience and agreement of Partners.
- 39. At any time, any of a partner of the LLP, being a body corporate, it shall be deemed to be present, if it is represented by any individual holding a valid letter of authority/ power of attorney/ resolution allowing such individual to represent the body corporate in the meetings of Partners of the LLP.

Proxy:

- 40. A partner of the LLP may, by executing a power of attorney or a letter of authority, appoint any individual as his proxy to represent such Partner in his absence, at the meetings of Partners of the LLP. If such appointer is a corporation, such power of attorney/ letter of authority shall be under the common seal of such corporation.
- 41. Such proxy appointed by a Partner may or may not be another partner of the LLP, and such proxy should be deposited at the registered office of the LLP at least Forty Eight hours before the time fixed for the meeting of Partners of the LLP.

Quorum for Meetings:

- 42. Two Partners present in person shall be a quorum for a Meeting of partners of the LLP.
- 43. If the quorum is not present, at the expiration of half an hour from the time appointed for holding a meeting of the LLP, the meeting if convened by or upon the requisition of Partners, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day at such other time and place as the majority of Partners may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the Partners present shall be a quorum, and may transact the business for which the meeting was called.

Chairman of the meeting:

- 44. The partners may, at any time, elect any person amongst them as a Chairman to chair all or any of the meetings of the Partners of the LLP held after his appointment as a Chairman.

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45. If the majority of the partners of the LLP have not appointed any Chairman or if at any meeting, such Chairman is not present within fifteen minutes of the time appointed for holding such meeting then the Partners present shall elect one of the Partners amongst them to be the Chairman.

46. No business shall be discussed at any Meeting of Partners except the election of a Chairman, whilst the chair is vacant.

Voting at meetings of Partners:

47. The voting for matters discussed at the meetings of Partners shall be by show of hands, unless voting by poll is demanded by the Partners.

48. At the meetings of Partners, votes may be given either personally or by proxy. A body corporate, being a Partner of the LLP may vote either by a proxy or by a representative duly authorized by a Board resolution/ power of attorney/ letter of authority, and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual Partner.

49. Every Partner shall be entitled to be present and to speak and vote at such meeting, and on a show of hands every Partner present in person shall have one vote and upon a poll the voting rights of every Partner, whether present in person or by proxy, shall be in proportion to his share of the paid-up contribution of the LLP.

50. A Partner present by proxy shall be entitled to vote only on a poll but not on a show of hands, unless such Partner is a body corporate present by a representative in which case such proxy shall have a vote on the show of hands as if he were a Partner.

51. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Chairman's Casting Vote:

52. In the case of any equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the votes to which he may be entitled as a Partner.

Circular resolution:

53. The Partners may pass the necessary resolutions in writing by way of circulating the resolution in draft together with the necessary documents, relating to the business mentioned in Schedule II and such resolutions shall be binding on all the Partners of the LLP.

54. On a poll taken at a meeting of Partners of the LLP, a Partner entitled to more than one vote, or his proxy, or other person entitled to vote for him as the case maybe, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

55. The Partners shall ensure that all decisions taken by them in meetings are recorded in the minutes within thirty (30) days of taking such decisions and are kept and maintained at the Registered Office of the LLP.

56. Each Partner shall:

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other Partners and the LLP assets against the same and all proceedings, costs, claims and demands in respect thereof.
- II. Be faithful to the other Partners and shall at all times, give and render to the other Partners true and correct account and information of the LLP business and affairs and of all transactions, matters and things relating thereto;
- III. Punctually and forthwith account for and pay in the LLP all moneys, cheques and other negotiable instruments whatsoever received by him for and on behalf of the LLP and shall punctually and forthwith credit or get credited the same in the books of accounts of the LLP.
- IV. Give time and attention as may be required for the fulfillment of the objectives of the LLP business and they all shall be the Working Partners.

DESIGNATED PARTNERS

Appointment of Designated Partners:

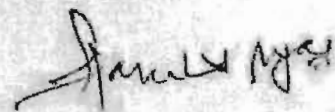
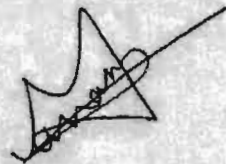
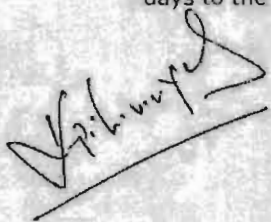
57. The Party of First and Second Part shall act as the Designated Partners of the LLP in terms of the requirement of the Limited Liability Partnership Act, 2008 and the Limited Liability Partnership Rules, 2009.

58. The partners of the LLP may appoint, from time to time, any one or more members to be the Designated Partners of the LLP, such that the minimum number of Designated Partners does not, at any time, falls below two.

59. The LLP may from time to time, increase or reduce the number of Designated Partners, with the approval of all Partners, within the limits fixed in this behalf by this Agreement and the LLP Act, 2008.

Resignation of Designated Partner:

60. Any Designated Partner may resign from the LLP by giving a notice of 30 days to the LLP.





61. The vacant position caused due to resignation of such Designated Partner shall be filled in with the approval of majority of the partners of the LLP within a period of 2 months from the date of resignation.

Removal of Designated Partner:

62. Any Designated Partner can be expelled by the other Partners or a majority of Partners by assigning the reason for removal of Designated Partner.

63. A Designated Partner may be expelled by giving a notice of thirty (30) days with the approval of majority of Partners, after giving an opportunity to such Designated Partner, to be heard.

64. The vacant position caused due to removal of such Designated Partner shall be filled in with the approval of all partners of the LLP within a period of 3 months from the date of removal.

Powers of Designated Partner:

65. The business of the LLP shall be managed jointly by the Designated Partners, whomay exercise all such powers of the LLP and do all such acts and things as are not, by the Act, or this Agreement, required to be exercised only by the Partners of the LLP.

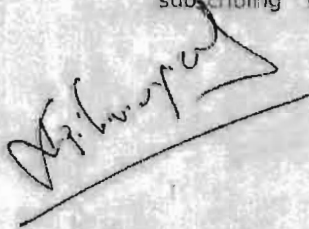
66. Provided that the Designated Partners shall not except with the consent of the majority of the Partners:

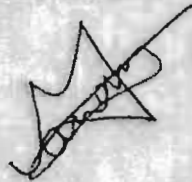
- I. Sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the LLP, or where the LLP owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
- II. Remit or give time for the repayment of, any debt by a Designated Partner;
- III. Invest, otherwise than in trust securities, the amount of compensation received by the LLP in respect of the compulsory acquisition of any such undertaking as is referred to in Clause (a) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;

67. Subject to the restrictions on the Designated Partners, provided by the above clause, the Designated Partners shall have the following powers:

- I. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the LLP.
- II. To purchase or otherwise acquire for the LLP any property, rights, privileges which the LLP is authorized to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Designated Partners may believe or may be advised to be reasonably satisfactory.

- III. To pay for any property, rights, or privileges acquired or services rendered in the LLP either wholly or partially, in cash or bonds, mortgages, or other securities.
- IV. To secure the fulfillment of any contracts or engagements entered into by the LLP by mortgage of all or any of the property of the Company and its unpaid contribution for the time being or in such manner as they may think fit.
- V. To appoint any person to accept and to hold in trust for the LLP any property belonging to the LLP, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- VI. To institute, conduct, defend, compound, or abandon any legal proceedings by or against the LLP or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the LLP, and to refer any differences to arbitration, and observe and perform any awards made thereon.
- VII. To act on behalf of the LLP in all matters relating to bankrupts and insolvents.
- VIII. To make and give receipts, releases and other discharges for moneys payable to the LLP, and for the claims and demands of the LLP.
- IX. To invest, deposit and deal with any moneys of the LLP not immediately required for the purpose thereof, upon such security, or without security and in such manner as they may think fit, and from time to time to vary or realize such investments.
- X. To execute in the name and on behalf of the LLP in favour of any Designated Partner or other person who may incur or be about to incur any personal liability whether as principal or surety: for the benefit of the LLP such mortgages of the LLP's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
- XI. To determine from time to time who shall be entitled to sign, on the LLP's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
- XII. To distribute by way of bonus amongst the staff of the LLP a share in the profits of the LLP, and to give to any officer or other person employed by the LLP a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the LLP.
- XIII. To provide for the welfare of Designated Partners or Ex-Designated Partners or employees or ex-employees of the LLP and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by providing or subscribing or contributing towards places of instruction and



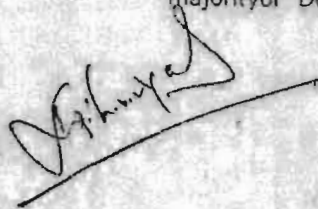






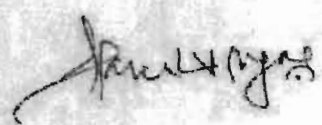
recreation, hospitals and dispensaries, medical and other attendance and other assistance as the majority of Designated Partners shall think fit.

- XIV. To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the LLP either by reason of locality of operation, or of public and general utility or otherwise.
- XV. To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think it, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the LLP in any specified locality in India or elsewhere in such manner as they think fit.
- XVI. To comply with requirements of any local law which in their opinion it shall in the interest of the LLP be necessary or expedient to comply with.
- XVII. From time to time and at any time to establish any Local Board for managing any of the affairs of the LLP in any specified locality in India or elsewhere and to appoint any persons to be Members of such Local Boards and to fix their remuneration.
- XVIII. From time to time and at any time to delegate to any persons so appointed any of the powers, authorities and discretions for the time being vested in the Designated Partners, other than their power to make loans or borrow moneys and to authorize the Members for the time being of any such Local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms, and subject to such conditions as the majority of Designated Partners may think fit, and the majority of Designated Partners may at any time remove any persons so appointed and may annul any such delegation.
- XIX. At any time and from time to time by Power of Attorney under the Seal of the LLP, to appoint any person or persons to be the Attorney or Attorneys of the LLP, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Designated Partners under these presents and excluding the power to make Loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Majority of Designated Partners think fit) be made in favour of the Members of any local board, established as aforesaid or in favour of any LLP or the partners, directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly, or indirectly by the majority of Designated Partners and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the majority of Designated Partners may think fit, and may contain











Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time-being vested in them.

- XX. For or in relation to any of the matters aforesaid or otherwise for the purposes of the LLP to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the LLP as they may consider expedient.
- XXI. From time to time make, vary or repeal bye-laws for the regulation of the business of the LLP, its officers and servants.
- XXII. The Designated Partners may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees and workers of the LLP.
- XXIII. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the LLP, shall be signed, drawn, accepted or otherwise executed as (the case may be, in such manner as the Designated Partners shall from time to time by resolution determine.

68. All the Designated Partners may, from time to time entrust and confer upon a single Designated Partner for the time being, such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.

69. The Designated Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the LLP in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Limited Liability Partnership Act, 2008.

70. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.

Remuneration and Interest to Partners:

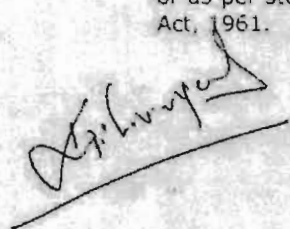
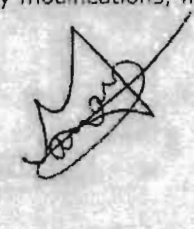

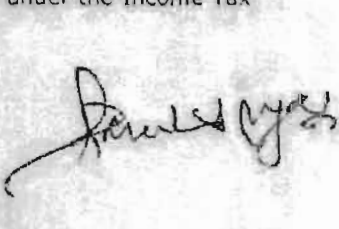
Remuneration:

71. The LLP shall pay such remuneration to each of the Partners as may be decided by all the partners, for rendering his services as such. The total remuneration payable to the partners shall be worked out as under:

In case of loss or book profit up to Rs. 3,00,000/- for the Year.	Rs. 1,50,000/- or 90% of the book Profit, whichever is higher.
---	--

On the book profit exceeding Rs. 3,00,000/- for the year.	60% of the excess over Rs. 3,00,000/-.
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or as per statutory modifications, from time to time, under the Income Tax Act, 1961.

Explanation: For the purpose of this clause the expression 'Book Profit' shall mean "Book Profit as defined in Sec. 40(b) of the Income Tax Act, 1961 or any statutory modification or re-enactment thereof, for the time being in force". Such remuneration shall be paid among partners as mutually agreed upon.

The remuneration payable to the partners as above shall be credited to their respective accounts on ascertainment of book profits.

Each partner shall be entitled to draw a sum against the remuneration payable to him/her and if his/her total withdrawals during the year exceeds the amount of remuneration found payable to him/her, such excess shall be adjusted against their capital/current accounts.

The partners shall be entitled to increase or reduce the above remuneration. The parties hereto may also agree to revise the mode of calculating the above remuneration and decide to pay salary and grant the benefits of house rent allowance, rent free quarters, motor or conveyance allowance, medical expenses accident and/or life insurance policy premium, provident fund, gratuity, bonus, commission on sales/gross receipts and/or other benefits to the above and/or the other partner or partners either on monthly or yearly basis as they may mutually agree upon.

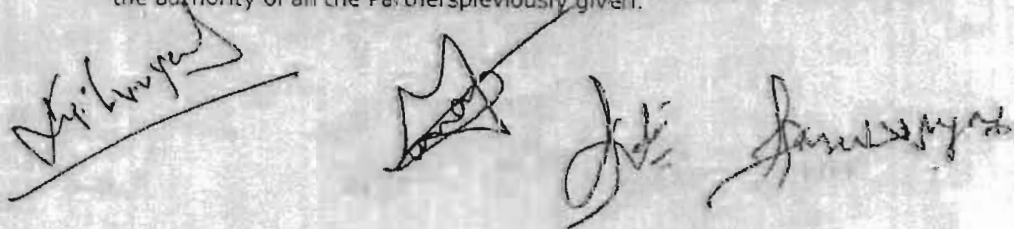
Interest:

72. It is hereby agreed that the simple interest at the rate of 12% p.a. or at such other rate as may be mutually agreed upon may be payable by the LLP on the amount standing to the credit of current account, loan account of partners. The above rate of interest at 12% p.a. shall be subjected to the statutory modifications, from time to time, in Sec. 40 (b) of the Income Tax Act, 1961. Interest at the same rate may be recovered by the LLP on debit balance standing in the capital / current or loan account of any partners.

73. The LLP shall indemnify and defend its Partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as Partners and officers of the LLP, except for the gross negligence or willful misconduct of the Partner or officer seeking indemnification.

Seal:

74. The Partners shall provide a Common Seal for the purposes of the LLP and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Partners shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of all the Partners previously given.





Transfer or Assignment of rights:

- 75. In case any of the Partners of the LLP desires to transfer or assign his interest in the LLP, he has to offer the same to the remaining Partners by giving 15 days notice.
- 76. In the absence of any communication by the remaining Partners the concerned Partner can transfer or assign his share in the profits of the LLP to any other person in the market by execution of an agreement/ deed in writing.
- 77. Such transfer or assignment of share in the profits of the LLP shall be communicated to all the Partners within 30 days from the date of execution of the agreement/ deed, or the effective date of transfer/ assignment, whichever is earlier.

Borrowing Powers:

- 78. The LLP may, from time to time at its discretion, borrow funds from its Partners or public, banks or any financial institutions or any other individual/ body corporate, for meeting its working capital requirements, and any other administrative and strategic requirements, with the approval of all the partners.
- 79. In respect of the funds borrowed, the LLP may provide as a security, all or any part of the property of the Company (both present and future) including its unpaid contribution for the time being, and other securities may be made assignable free from any equities between the LLP and the person to whom the same may be issued.
- 80. The LLP shall maintain a register of all mortgages, hypothecation of the property of the LLP made by the LLP against the borrowings of the LLP.
- 81. Any borrowings made by the LLP may, at any time, be converted into contribution of the LLP and the lender of such funds may be converted into a Partner of the LLP, subject to approval of all partners of the LLP.
- 82. On behalf of the LLP, whenever Designated Partners enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or entering into any other arrangement whatsoever, shall have the right to appoint or nominate by a notice in writing, from the appointer, addressed to the LLP one or more Representative Officers for the LLP, for such period and upon such conditions as may be mentioned in the agreement.

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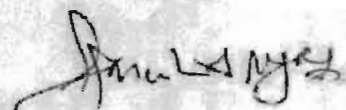

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Auditors:

83. The auditors can be appointed with the consent of all the Designated Partners of the LLP.
84. If the auditors are not appointed by the Designated Partners of the LLP, then the Auditors can be appointed with the consent of all the Partners of the LLP.
85. The auditors can be removed before the expiry of the term of auditors with the consent of all the Partners of the LLP.

Miscellaneous Provisions:

86. The LLP shall indemnify each Partner in respect of payments made and personal liabilities incurred by him:
 - I. In the ordinary and proper conduct of the business of the LLP; or
 - II. In or about anything necessarily done for the preservation of the business or property of the LLP.
87. The books of accounts of the LLP shall be kept for the reference of all the Partners at the Registered Office of the LLP or such other place as agreed by all the Partners.
88. The accounting year of the LLP shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of the LLP till 31st March of the subsequent year.
89. The final accounts of the LLP containing the Profit & Loss Account and Balance Sheet shall be made within six months after the 31st March of the relevant accounting year and each Partner, if he agrees in writing by signing the Statement of Accounts so prepared, shall be bound by it and will not be entitled to re-open the accounts except with the consent of all the other Partners.
90. It is expressly agreed that the bank account of the LLP shall be opened with any Bank/s as the Partners may mutually decide and shall be operated jointly by any two partner/designated partner out of the party of First, Second, Third & Fourth Party or as otherwise agreed by all the Partners from time to time.
91. Notwithstanding anything said or provided herein, the Partners shall have full discretion to modify, alter, or vary the terms and conditions of this LLP Agreement, subject to the provisions of the Limited Liability Partnership Act, 2008, in any manner whatsoever as they may deem fit by mutual agreement which shall be reduced to writing and be signed by all the Partners and thereupon and the said writing shall become part of this LLP Agreement.



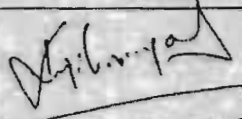


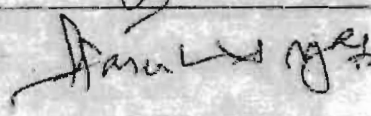
92. All disputes between the Partners or between the Partner and the LLP arising out of the Limited Liability Partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

Winding up:

93. The LLP can be wound up with the consent of all the Partners subject to the provisions of Limited Liability Partnership Act, 2008.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

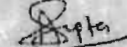
Signed and delivered by the Partners of 'M/s VYAS FAMILY LLP.'

1.	Kapil Vinod Vyas	
2.	Manan Dhruv Vyas	
3.	Ketan Vinod Vyas	
4.	Hareesh Somalal Vyas	

Witness:


a) Name: Ajay Gupta

Address: 11/305, Sudama Regency, Dira Shel Road,
Dira, Thane - 400612.

Signature: 

Occupation: Service



 12/05/2023
MAHMOOD AHMAD
B.A.LL.B
ADVOCATE & NOTARY GOVT. OF INDIA
297, Pathan Road, Filter Area Road
Near Rastogi Store, JITE Powai,
Mumbai - 400 087 Maharashtra

b) Name: KAMAL AGARWAL
Address: 101, Ketan Apt, R.B. Mehta Marg
Ghatkopar - East, Mumbai - 400077
Signature: Kamal Agarwal
Occupation: Service

c) Name: Mahesh Sharma
Address: D-403, RNA Court Road,
Shanti Park
Mira Road (E), Thane - 401107.
Signature: Mahesh
Occupation: Service

d) Name: Murgesh V chetty
Address: Skita Apartment, A2-5/18/3, Sector - 17, Airoli,
Thane - Mumbai - 400708
Signature: Murgesh
Occupation: Service

SCHEDULE I

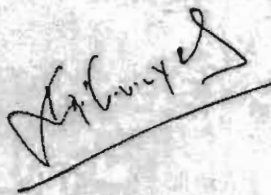
ANCILLARY OR OTHER BUSINESS CARRIED ON BY THE LLP:

THE BUSINESS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN BUSINESS ARE:

Investment in listed/unlisted shares, Initial/further public offer, preferential shares, QIP, all types of securities including mutual funds, commodities, and/or derivatives, futures and options in such securities and/or commodities, dealing, trading, and speculating in all kinds of securities and/or commodities, etc.

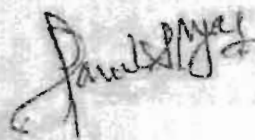
THE OTHER BUSINESSES ARE:

Development of Residential or Commercial Building, IT Park, Museum, Civil and Labour Contractors, Purchasing and Selling of Plots or Land, Property Redevelopment, Real Estate agents & Leasing of Properties.







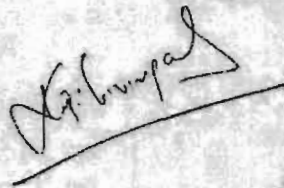


SCHEDULE II

MATTERS TO BE DECIDED BY A RESOLUTION PASSED BY ALL THE PARTNERS OF THE LLP:

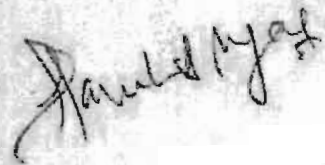
The following acts on behalf of the LLP or any business controlled by the LLP or for its benefit must be submitted to the meeting of the Partners and shall require the affirmative vote of all the Partners either at a duly constituted meeting of the Partners or by circular resolution, viz.

- (a) Increase or reduction in contribution.
- (b) Increase/ Decrease or removal of Designated Partners or change in working Designated Partners.
- (c) Alteration of LLP Agreement.
- (d) Modification in the right of Designated Partners.
- (e) Placing of the LLP in Voluntary dissolution or liquidation.
- (f) Amalgamation or merger of the LLP with other business or LLP.
- (g) Declaration of dividend and its quantum, and other appropriations of profits.
- (h) Termination/ modification of Lease or License Agreement for the premises/equipments taken on lease by the LLP before the expiration of the term of lease or License.
- (i) Any sale or lease of the whole or substantial part of the business or undertaking of the LLP.
- (j) Sale or Assignment of goodwill of the LLP.
- (k) Opening/ closing of bank account/ s and modifying mandate for operation of such account/s.
- (l) The approval of the annual financial, economic and investment plan as well as profit planning.
- (m) All questions relating to the policy of business, employment of staff and labour, credits, loans, etc.









For VYAS FAMILY LLP


PARTNER

MICL Arodhya One Park



महाराष्ट्र MAHARASHTRA

2022

BW 477346

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. १.००००००३
- 6 APR 2023
सक्षम अधिकारी

श्रीमती लता सांगळे

Handwritten signatures



RECONSTITUTED LLP AGREEMENT

THIS AGREEMENT is made and entered into on this 28th day of APRIL, 2023 at Mumbai, Maharashtra, India by and between:

MAN INFRACONSTRUCTION LIMITED, a Company incorporated under provisions of the Companies Act, 1956 and having its registered office at 12th Floor, Krushal Commercial Complex, G. M. Road, Chembur (W), Mumbai- 400 089, represented by **MR. MANAN P. SHAH**, Managing Director of the Company, holding DPIN: 06500239 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) hereinafter referred to as the **PARTY OF THE FIRST PART**

Handwritten signatures and names: K. R. Rizkani, Manisha A. Shah, K. J. Sethi, Manisha A. Shah, Manmantra Infracon LLP





महाराष्ट्र MAHARASHTRA

© 2022 ©

BW 477347

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. १०००००३
- 6 APR 2023
सक्षम अधिकारी

श्रीमती लता सांगळे

AND

MR. ASHOK RATILAL MIYANI, an individual residing at 1201/02, Shatrunjay, Neelkanth Valley, 7th Rajawadi Road, Ghatkopar (E), Mumbai- 400 077 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) hereinafter referred to as the PARTY OF THE SECOND PART

AND

[Handwritten signatures and stamps]

[Circular stamp: MANSI CONSTRUCTION LTD MUMBAI]

[Handwritten signatures: Manish A. Shah, neeraj R. Shah, D. Shah]

Page | 2

जाडपत्र - २ Annexure - II

000088



दर, कि. मी. क्रमांक	
दस्तावेज त्रुटी करणार आहेत का ?	YES/NO
विक्रेत्याचे वर्णन -	MAN INFRACONSTRUCTION LTD.
मुद्रांक विक्रेता वेगळ्याचे नाव	12TH FLOOR, KRUSHAL COMMERCIAL, COMPLEX, ABOVE SHOPPER'S STOP, G.M. ROAD, CHEMBUR (WEST), MUMBAI - 400 039.
दस्तावेज पुराव्याचे नाव	MANMANTRA INFRACON LLP
दस्तावेज त्रुटी करणारी व्यक्ती	Shop No. 119, The Platinum Mall, Road, No. 7, Jawahar Lane, Opp. REL-Office, Ghatkopar (E). Mumbai-400077.
मुद्रांक विक्रेता वेगळ्याचे नाव	Opin, v may
मुद्रांक विक्रेत्याची सही	<i>[Signature]</i>
दस्तावेजा क्रमांक : ८०००००२	
मुद्रांक विक्रेतेचे नाव/पत्ता : श्री. अशोक रघुनाथ कदम	
२१०, सौरभ भवन विंग रोड, २/५५, आनंद भुवन, फाट, मुंबई-४०० ००५.	
ज्या कारणासाठी ज्यांनी मुद्रांक भरलेदी जेव्हा त्यांनी त्याच कारणासाठी मुद्रांक भरलेदी केल्यापासून ६ महिन्यात वापरणे संचालकांक आहे	

1-7 APR 2023

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MR. KETAN RATILAL MIYANI, an individual residing at 901, Somnath, Neelkanth Valley, 7th Rajawadi Road, Ghatkopar (E), Mumbai- 400077 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) hereinafter referred to as the **PARTY OF THE THIRD PART**

AND

MR. VIJAY VASANTRAI MITHANI, an individual residing at 201, Trimurti Arcade, Near Sarvodaya Hospital, LBS Marg, Ghatkopar (West), Mumbai- 400086 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE FOURTH PART**

AND

MRS. SMITA UPENDRA MITHANI, an individual residing at 201, Trimurti Arcade, Near Sarvodaya Hospital, LBS Marg, Ghatkopar (West), Mumbai- 400086 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE FIFTH PART**

AND


MR. VIRAL JITENDRA BHADRA, an individual residing at 601/602, Vallabh Apts, 6th Floor, Joshi Lane, Ghatkopar East, Mumbai – 400077; (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE SIXTH PART**

AND

DR. AMIT DATTAJI JAGTAP, an Individual residing at Flat No. 803, Royal Crest, Plot No. 31, L T V Marg No. 3, Near Yogi Sabhagruh, Dadar (East), Mumbai - 400014 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE SEVENTH PART**

AND

MR. NIRMIT CHANDRESH LOTIA, an individual residing at Flat no. 1407, D Wing, Krushal Tower, M. G. Road, Near Shopper Stop, Chembur, Mumbai - 400089 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE EIGHTH PART**

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A. Inani
Dr. Amit Jagtap
Nirmit Lotia
Manisha A. Shah
Page | 3
M. R. Shah
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Dr. Amit Jagtap
Manisha A. Shah
M. R. Shah

AND

MR. YASH URVISH VORA, an individual residing at A-16, Sindhubaug, Tilak Road, Opposite Balaji Temple, Ghatkopar East, Mumbai - 400077 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE NINTH PART**

AND

MR. HASMUKH DOSHI, an individual residing at 301 Silver Solitaire, Tilak Road, Opp. Bank of Baroda, Ghatkopar East, Mumbai- 400077 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE TENTH PART**

AND

MR. ANKIT VIJAY MITHANI, an individual residing at 301, Plot no-2, Kaveri, B-Wing, Neelkanth Valley, 7th Road, Ghatkopar East, Mumbai- 400077 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE ELEVENTH PART**

AND

MR. UPENDRA VASANTRAI MITHANI, an individual residing at 401, Kaveri- B, Neelkanth Valley, Rajawadi, Ghatkopar East, Mumbai- 400077 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE TWELFTH PART**

AND

SMT. MANISHA AMIT SHAH, an individual residing at B-Wing Flat No.1203, Aaradhya Tower, Sector-R-4, Pipeline Road, Ghatkopar East, Mumbai- 400077 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE THIRTEENTH PART**



dr. mizkumi *[Signature]* *[Signature]* *[Signature]* *M. Ashan*
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[Signature] *[Signature]* *[Signature]* *[Signature]*
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[Signature] *[Signature]* *[Signature]* *[Signature]*

AND

MR. DHANANJAYUDU KARUTURI, an individual residing at 2B-103, Kalpataru Riverside, Narmada, Takka, Old Panvel, Opp Panchmukhi Hanuman Mandir, Raigad-410206 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns); hereinafter referred to as the **PARTY OF THE NINETEENTH PART**

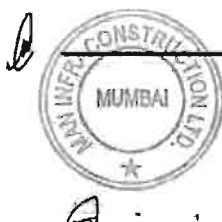
The Party of First Part to the Party of Nineteenth Part shall be collectively referred to as **PARTIES** and individually referred to as **PARTY**.

The Party of Second Part and Party of Third Part shall be referred as 'Continuing Partners'. Parties of Sixth to Nineteenth Part are collectively referred to as 'Incoming Partners' and the Party of First Part, Party of Fourth Part and Party of Fifth Part are referred to as 'Retiring Partners'. Continuing Partners and Incoming Partners are collectively referred to as the 'Partners'.

WHEREAS Parties of First to Fifth Part were carrying on business in the form of Limited Liability Partnership (LLP) under the name and style of **MANMANTRA INFRACON LLP** (hereinafter referred to as 'LLP') on terms and conditions of the Reconstituted LLP Agreement dated 2nd April, 2014 (the 'Original Agreement') read with Supplementary Agreement dated 29th April 2014 (the 'First Supplemental Agreement'), Second Supplemental LLP Agreement dated 25th March 2021 (the 'Second Supplemental Agreement') and Third Supplemental LLP Agreement dated 10th February 2023 (the 'Third Supplemental Agreement') and have invited Parties of Sixth to Seventeenth Part to join as Partners of the said LLP. The Partners have given their respective consents to become a Partner/ Designated Partners in the said LLP, as the case may be, on the terms and conditions mutually herein before agreed upon between them.

AND WHEREAS Parties of First Part, Fourth Part and Fifth Part have indicated their respective desire to resign as Partner and to retire from the LLP and have given notice to the Continuing Partners of their desire to retire from the said LLP with effect from **April 28, 2023** and the Partners have agreed to continue to carry on the business of LLP on terms and conditions agreed between them.

AND WHEREAS the Partners are desirous of entering into this Agreement to set forth their respective rights, duties, powers and liabilities inter-alia in respect of the management, operations and activities of the LLP in their capacity as the Partners of the reconstituted LLP.



Manisha A Shah

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Manisha A Shah

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NOW THEREFORE, THIS LIMITED LIABILITY PARTNERSHIP AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THEY HAVE BECOME PARTNERS AND HAVE RECONSTITUTED THE LLP AND SHALL CONTINUE THE BUSINESS OF LLP UPON THE TERMS AND CONDITIONS STATED HEREINBELOW:

The recitals herein shall form an integral part of the operative portion of this Agreement.

DEFINITIONS

In this LLP Agreement and the Schedules annexed hereto the following terms shall have the meanings as assigned to them herein below, unless the context otherwise requires:

- i. "Accounting Year" or "Financial Year" of the LLP means the period from 1st Day of April of a year to the 31st Day of March of the Subsequent year;
- ii. "Act" means the Limited Liability Partnership Act, 2008 including any amendments made from time to time.;
- iii. "Agreement" or "LLP Agreement" means this Limited Liability Partnership Agreement, as originally executed and as amended, modified or supplemented from time to time;
- iv. "Business" means business more particularly set out in Clause 8 herein below;
- v. "Capital contribution" means the contributions made by the Partners to the LLP pursuant to Clause 13 hereof and, in the case of all the Partners, the same would refer to the aggregate of all such capital contributions;
- vi. "Confidential information" means and included, but is not limited to, all information of a secret or confidential nature relating to the affairs of the LLP or any person related to the LLP whose information is held within the LLP. This kind of information would also include in its ambit, any and all information that is essential to carry on day-to-day business of the LLP and as may be decided by the Partners from time to time;
- vii. "Designated Partner" shall have meaning ascribed to it in the Act and as described in Clauses 19 to 22 of this Agreement;
- viii. "Effective Date" shall mean the date of this Agreement;
- ix. "Government" shall mean the Government of Maharashtra;
- x. "Limited Liability Partnership" or "LLP" shall mean MANMANTRA INFRACON LLP;



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Manish A. Shah
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R. J. Shete
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- xi. "LLP Rules" or "the Rules" shall mean the Limited Liability Partnership Rules, 2009 as amended from time to time;
- xii. "Partner(s)" in relation to this LLP, means any person who becomes partner in this LLP in accordance with the LLP Agreement and include the partners as described above of this LLP Agreement and who are subject to the terms and conditions of this Agreement and the applicable provisions of the LLP Act;
- xiii. "Partner's interest" means the ownership interest of a Partner in the LLP, including a Partners right to share in the income, gain, loss, deduction and credits and similar items and the right to receive distributions from the LLP. It also includes a Partner's right to vote and otherwise participate in the operation or affairs of the LLP as provided for in this Agreement and under the Act and the Rules;
- xiv. "Person" means any person as defined in the Act;
- xv. "Registrar" shall have the meaning as assigned under the Act;
- xvi. "Taxes" means any and all central, state, municipal and local (or equivalent) taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, service, use and occupations and value added, stamp duty, transfer, franchise, withholding, payroll, recapture, employment, excise, etc. together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other person with respect to such amounts.

Terms not defined herein but defined under the Act or rules, shall have the respective meaning assigned to them under the Act or the Rules.

Unless specifically stated to the contrary, any masculine word (his) or expression shall include feminine (her) and vice versa.

ADMISSION AND RETIREMENT OF PARTNERS

1. Mr. Ashok Ratilal Miyani - being Party of the Second Part, Mr. Ketan Ratilal Miyani - being Party of the Third Part, Mr. Viral Jitendra Bhadra being Party of the Sixth Part, Dr. Amit Dattaji Jagtap being Party of the Seventh Part, Mr. Nirmitt Chandresh Lotia being Party of the Eighth Part, Mr. Yash Urvish Vora being Party of the ninth Part, Mr. Hasmukh Doshi being Party of the Tenth Part, Mr. Ankit Vijay Mithani being Party of the Eleventh Part, Mr. Upendra Vasantrai Mithani being Party of the Twelfth Part, Smt. Manisha Amit Shah being Party of the Thirteenth Part, Mrs. Purvi Manish Shah being Party of the Fourteenth Part, Mr. Suketu Ramesh Shah being Party of the Fifteenth Part, Mr. Rajeshkumar Rameshchandra Shah being Party of the Sixteenth Part, Mrs. Meena Rajesh Shah being Party of the Seventeenth Part,


K.R. Miyani
V. J. Jagtap
A. Dattaji
N. Chandresh
Y. V. Vora
H. Doshi
A. Vijay
U. Vasantrai
M. Amit
P. Manish
S. Ramesh
R. Rameshchandra
M. Rajesh
M. Meena
M. R. S. Khan
Page | 8
R. S. Khan

Mrs. Kajalben Jayeshkumar Sheth being Party of the Eighteenth Part and Mr. Dhananjayudu Karuturi being Party of the Nineteenth Part have become the Partners of the LLP with effect from **April 28, 2023**

2. Man Infraconstruction Limited represented by Mr. Manan P. Shah being Party of the First Part, Mr. Vijay Vasantrai Mithani being Party of the Fourth Part and Mrs. Smita Upendra Mithani being Party of the Fifth Part have retired as Partners of the LLP with effect from **April 28, 2023**. Further Man Infraconstruction Limited represented by Mr. Manan P. Shah being Party of the First Part and Mr. Vijay Vasantrai Mithani being Party of the Fourth Part, have retired as Designated Partners of the LLP with effect from **April 28, 2023**.
3. All rights, duties, powers and liabilities of Partners inter-alia in respect of the management, operations and activities of the LLP shall be as provided herein and the Reconstituted LLP Agreement dated 2nd April, 2014 (the 'Original Agreement') read with Supplementary Agreement dated 29th April 2014 (the 'First Supplemental Agreement'), Second Supplemental LLP Agreement dated 25th March 2021 (the 'Second Supplemental Agreement') and Third Supplemental LLP Agreement dated 10th February 2023 (the 'Third Supplemental Agreement') shall not have any effect and is entirely superseded by this Agreement.
4. The Retiring Partners agrees and undertakes to execute any document as may be required to give complete effect to the retirement from the LLP. The retiring partners hereby assigns to the continuing and incoming partners all share and interest of the retiring partner and in the goodwill, book debts, credits and all property, cash in hand and at the bank in connection with the LLP TO HOLD unto the continuing and incoming partners absolutely. The retiring partners hereby irrevocably release all such rights, powers, authority in favour of the continuing and incoming partners, solely or jointly to collect all assets, and property of the LLP and to demand, sue, recover and receive and to sign and give full and effectual receipts and discharges for all the debts, estate and effects of or due or owing or in anywise belonging to the LLP and to settle all accounts and matters relating thereto and to compound, compromise or release all or any of the debts or claims belonging to the LLP and to institute suits, actions or other proceedings for compelling payments, discharge or delivery thereof and to appoint a substitute or substitutes for any of the purposes aforesaid from time to time and at any time to remove any substitute and generally to do all such acts or things as may be necessary or expedient for the vesting of rights and assets in the continuing partners hereby assigned.
5. The Partners shall give due notice of admission and retirement to all the concerned persons or statutory authorities and the continuing partners/ Incoming Partners shall also file necessary forms with the Registrar of LLP in respect of admission/retirement of partners and change in the constitution of the LLP.




Manisha A. Shah
Smita Upendra Mithani
Vijay Vasantrai Mithani
Manan P. Shah
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NAME AND REGISTERED OFFICE OF LLP

6. The business of the LLP shall be continued to be carried on in the name and style of **MANMANTRA INFRACON LLP**. The Partners may change the name of the LLP at any time by mutual consent and the same shall be notified to the office of the Registrar by the Designated Partner(s) in accordance with the provisions of the Act and the Rules.
7. The new Registered Office of the LLP shall be at **10th Floor, 1001, Krushal Commercial Complex, G. M. Road, Chembur (West), Mumbai- 400089, Maharashtra, India**. The LLP may have such other offices and/or branches at such other places as may be mutually agreed between the Partners from time to time. Upon any change in the Registered Office of the LLP, it shall be the duty of the Designated Partners to notify the same to the Office in accordance with the provisions of the Act and the Rules.

SCOPE AND NATURE OF BUSINESS OF LLP

8. The parties agree and confirm that LLP shall carry out and undertake the following business activities:
 - a. To carry on the business in or outside India of construction works and that of Real Estate Developers, Builders, Contractors, General Construction Contractors or all kinds of works including but not limited to buildings, industrial/ residential/ commercial premises or Factories, Factory Sheds, Industrial Complexes and to do other similar construction, leveling of paving work and prepare lay-out thereon and/or soil investigation and contractor of Central Public Works Department, State Public Works Department, other Government Bodies or Semi Government Bodies or Civil Bodies and for these purposes to purchase, own, hold, occupy, control, sell, transfer, acquire, process, construct, erect, alter, build, re-build, repair, re-model, demolish, develop, redevelop, renovate, manage, maintain, let out, hire, rent, pledge, mortgage, charge, assign, let out, hire, sub-let, sub-lease enlarge, improve, grades, curve, pave, macadamize, cement or otherwise and maintain or deal in land, plots, buildings, TDR, houses, bungalows, apartments, flats, chawls, slums, quarters, tenements, shops, malls, offices, commercial, educational and non-commercial complexes, stalls, markets, restaurants, multiplexes, hospitals, nursing homes, clinics, hotels, clubs, holiday resorts, cinema houses, auditoriums, gallery, schools, places of worship, highways, roads, bridges, paths, streets, sideways, airports, tower, platforms, tunnels, pipelines, courts, alleys, pavements, godowns, warehouses, factories, colleges, schools, townships, freehold & leasehold grounds and other immovable properties of any tenure and any interest therein.

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North *Doshi* *1212-J-Sheer*

Sharma *Wani* *Shel* *(S)*

- b. The LLP may engage in any and all of the LLP's activities necessary, desirable or incidental to the execution and accomplishment of the aforesaid business activities of the LLP as is not expressly and specifically provided for.
- c. The LLP shall carry on the Business and/or carry on such other or additional trade, profession or business as the Partners shall from time to time determine with the consent of all the Partners.


INCIDENTAL OR ANCILLARY POWERS

9. Following powers shall be incidental or ancillary to attainment of main business activities of LLP. LLP may exercise these powers as and when required:

- a. obtaining rights, privileges, contracts, licenses, intellectual property rights, authorizations, permissions from Government or any other authority, company or person to carry out the business of LLP;
- b. takeover any running firm, concern, LLP or body corporate carrying on similar business at a price mutually agreeable or to amalgamate with any other LLP or company or body corporate having objects similar or compatible to those of the LLP;
- c. become partner of another LLP or member of any company;
- d. enter into compromise with any person;
- e. enter into arrangement for sharing profits, union of interest, cooperation or joint venture with any person, LLP or Company or body corporate;
- f. appoint, deal with or act as agents, sub-agents, dealers, sub-dealers, distributors for selling or purchasing or dealing with the products or services related to the business of LLP;
- g. acquire or dispose of moveable and immovable property, enter into agreements for purchase, sale or disposal of movable or immovable property;
- h. open, operate and close bank accounts, give and borrow monies or avail fund/ non-fund based facilities from banks, financial institutions or any other person on providing security or without security;
- i. invest surplus funds of LLP;
- j. appoint, promote remove or suspend employees and workmen;
- k. institute or defend any suit or show cause notice before any adjudicating authority, appellate authority, Tribunal or Court, to appoint consultants, advocates and authorised representatives for representing LLP;
- l. grant general or special power of attorney to any person for purpose of business of LLP;

The LLP may also engage in any and all of the LLP's activities necessary, desirable or incidental to the execution and accomplishment of the aforesaid business activities of the LLP as is not expressly and specifically provided for herein.

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10. The LLP, as re-constituted under this Agreement shall be effective from April 28, 2023 shall continue till the time the LLP is dissolved or liquidated or merged in accordance with the provisions of this Agreement or in such other manner as all the Partners of the LLP may decide in accordance with the provisions of the Act and/or the Rules. The LLP shall have a perpetual succession. Death, retirement or insolvency of any Partner shall not dissolve the LLP.

PROFIT/LOSS SHARING RATIO AND CAPITAL CONTRIBUTION

11. The Partners of the LLP shall share the Profits/ losses as follows:

Sr	Name of the Partner	Profits/ loss Sharing Ratio
1	Mr. Viral Jitendra Bhadra	16.00
2	Dr. Amit Dattaji Jagtap	13.33
3	Mr. Ashok Ratilal Miyani	6.67
4	Mr. Ketan Ratilal Miyani	6.66
5	Mr. Nirmit Chandresh Lotia	10.00
6	Mr. Yash Urvish Vora	10.00
7	Mr. Hasmukh Doshi	6.67
8	Mr. Ankit Vijay Mithani	5.33
9	Mr. Upendra Vasantrai Mithani	4.67
10	Smt. Manisha Amit Shah	2.67
11	Mrs. Purvi Manish Shah	2.66
12	Mr. Suketu Ramesh Shah	2.66
13	Mr. Rajeshkumar Rameshchandra Shah	0.67
14	Mrs. Meena Rajesh Shah	2.67
15	Mrs. Kajalben Jayeshkumar Sheth	6.67
16	Mr. Dhananjayudu Karuturi	2.67
	Total	100.00%

12. The contribution of the partner may be tangible, intangible, movable or immovable property or in the form of contract of service etc. However, the contribution in the form other than money should be valued by an approved valuer, as provided under the Act and Rules.
13. The Capital Contribution of the LLP shall be Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) which shall be contributed by the Partners as following:


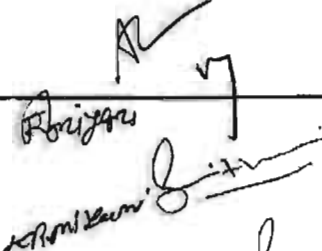

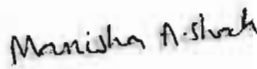


Sr	Name of the Partner	Contribution (In Rs.)
1	Mr. Viral Jitendra Bhadra	4,00,000
2	Dr. Amit Dattaji Jagtap	3,33,250
3	Mr. Ashok Ratilal Miyani	1,66,750



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4.	Mr. Ketan Ratilal Miyani	1,66,500
5	Mr. Nirmmit Chandresh Lotia	2,50,000
6	Mr. Yash Urvis Vora	2,50,000
7	Mr. Hasmukh Doshi	1,66,750
8	Mr. Ankit Vijay Mithani	1,33,250
9	Mr. Upendra Vasantrai Mithani	1,16,750
10	Smt. Manisha Amit Shah	66,750
11	Mrs. Purvi Manish Shah	66,500
12	Mr. Suketu Ramesh Shah	66,500
13	Mr. Rajeshkumar Rameshchandra Shah	16,750
14	Mrs. Meena Rajesh Shah	66,750
15	Mrs. Kajalben Jayeshkumar Sheth	1,66,750
16	Mr. Dhananjayudu Karuturi	66,750
	Total	25,00,000

14. The Partners shall bring in such additional Capital in their Profit/Loss sharing ratio as may be mutually decided by the Partners in accordance with this Agreement and the Act and the Rules.
15. No interest shall be payable on Partners' Capital Account(s). A Partner, irrespective of the nature of the Capital Contribution, shall only have the right to demand and receive cash in return for its Capital Contribution, unless the Partners shall have unanimously agreed that such Partner shall receive the distribution in kind towards Capital Contribution or part thereof.
16. The initial and additional Capital Contributions made by the Partners shall be credited to the respective Partner's Capital Account. Except as expressly provided in this Agreement or as may be mutually agreed by all the Partners of the LLP, no Partner shall have right to withdraw from LLP all or any of its Initial or additional Capital Contribution; as the case may be.
17. The share of Profit/loss of each Partner, interest on Loan as mentioned hereunder and other contributions made by Partners shall be credited/ debited to the Partner's Current Account. Each Partner may from to time withdraw the credit balance in its current account after repayment of Loans or otherwise as may be decided between the Partners. Each Partner undertakes and agrees that no Partner is entitled to withdraw any amount exceeding the balance in his current account and no interest shall be payable on Partner's Current Account.
18. The LLP may obtain Loans from the Partners of the LLP in the Profit/Loss sharing ratio or otherwise and on such terms and conditions as may be agreed between such Partner and LLP. The interest payable on such loans shall be @ 12% p.a. or such other rate as may be agreed by all the Partners from time to time.

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MANAGEMENT OF LLP

19. Mr. Ashok Ratilal Miyani, Mr. Suketu Ramesh Shah, Mr. Rajeshkumar Ramesh Shah and Mr. Viral Jitendra Bhadra shall be the Designated Partners and shall be responsible for compliance with the provisions of the Act and the Rules including filing of any document, return, statement, etc. pursuant to the provisions of the Act, Rules or as specified in this Agreement.
20. The business of LLP shall be managed by following Designated Partners:

**Mr. Ashok Ratilal Miyani,
Mr. Suketu Ramesh Shah,
Mr. Rajeshkumar Ramesh Shah; and
Mr. Viral Jitendra Bhadra**

(hereinafter referred to as "the Management"). The Management shall have all rights, powers, duties, obligations and authorities and to do all acts, deeds and things as are required to be done for carrying on day-to-day business operations, activities of the LLP and the purpose(s) of this Agreement in accordance with the provisions of the Act, Rules and other applicable provisions of the Law.

21. The Management shall have all the rights, powers and authority to enter into and execute all contracts and such other undertakings as they may deem necessary and shall be entitled to do all acts, deeds and things for general administration, supervision and management of the LLP. For the purpose of smooth implementation of business activities, the Designated Partners and, the Management shall be entitled to appoint/ hire employees, labours, designers, surveyors, architects, consultants and other professionals on such terms and conditions as they may deem fit in the best interest of the LLP.
22. The Partners may from time to time make changes in the Designated Partner(s) who shall have same rights, powers and authority as available to existing Designated Partners pursuant to this Agreement and the Act and Rules.

MEETINGS

23. The Meeting of Partners shall be held whenever required as per the provisions of the Act. The Meeting of Partners shall ordinarily be held at the Registered Office of the LLP or at any other place as may be convenient to the Partners. Any of the designated Partners may summon a Meeting as described herein.
24. The Meeting may be convened by giving at least seven (7) days' Notice in writing to the Partners at their designated address and/or email provided by them to the LLP. With the consent of Partners, the Meeting of Partners or any Committee thereof



Mr. Miyani

Mr. Shah

Mr. Shah

Mr. Bhadra

Mr. Miyani

Mr. Shah

Mr. Shah
Manish A. Shah

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Mr. J. Shah

may be conducted at shorter notice and/or by using videoconference and/or teleconference facilities.

25. Minimum 2 Designated Partners present at the meeting shall constitute the quorum.

Unless otherwise provided herein or prescribed in the Act, all decisions at the Meetings of Partners shall be made on a majority basis. Each Member of Management shall have one vote. In case there is deadlock on any decision, then the Chairman shall have casting vote.

26. Subject to the provisions of this Agreement, the following shall be unanimously decided upon and approved by all the Partners:

- a. Change in name of the LLP or business(es) of the LLP by way of omitting, adding or substantially changing any business(es);
- b. Admission of new partner;
- c. Increase/reduction in the Capital contribution of the Partners;
- d. Any amendment/alteration to this LLP Agreement;
- e. Assignment and transfer of rights by the Partners in any way;
- f. Expulsion of Partner;
- g. Winding up and dissolution of the LLP.

27. The Decisions taken at each meeting of the LLP shall be fairly and accurately recorded in the minutes within thirty (30) days of taking such decision and such minutes shall be signed by the Chairman in the immediate next meeting. The minutes shall be maintained at the registered office of the company.

RIGHTS, DUTIES AND OBLIGATIONS OF PARTNERS

28. Each Partner shall have the right to access to and inspect and copy any books of the LLP and all the Partners hereto shall have the rights, title and interest in all the assets and properties of the LLP in proportion to their share of profit/loss in the LLP.

29. Each of the Partners shall be entitled to carry on their own, separate and independent business they might be doing or they may hereafter do as they may deem fit and proper PROVIDED THAT the Partners shall not engage or invest in, independently or with others, any business activity which is in conflict with the business of the LLP except with the approval of all other Partners. However, the above restriction shall not apply to cases where the Partner had been carrying on the business before incorporation of the LLP and had made a declaration of his interest in such business to the LLP at the time of being admitted as a Partner thereto.

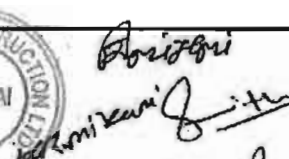
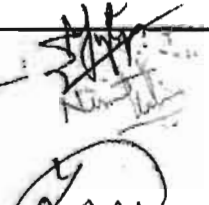
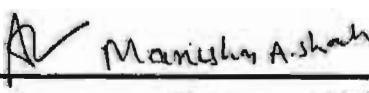
30. The LLP may pay such fees/remuneration to the Partner(s)/Designated Partners as may be mutually decided at the Meeting for rendering services to LLP.



Manish A. Shah
Page | 15
M. R. Shah
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M. R. Shah
K. J. Shah

31. A Partner may lend money to and transact other business with the LLP and the Partner shall have the same rights and obligations with respect to the loans or other business transactions as a person who is not a Partner.
32. Each partner/Designated Partner shall:
- render true accounts and full information of all deeds, matters, things and acts affecting the LLP or any of its Partner or its legal representative;
 - punctually pay and discharge its separate individual debts and engagements and indemnify the other Partner and the LLP assets against all proceedings, costs, claims or demands in respect thereof;
 - be just and faithful to LLP and other Partners in all transactions relating to the LLP's business and at all times give to the others a true account of all such dealings;
 - account to the LLP for any direct or indirect benefit derived by the Partner without the consent of LLP from any transaction concerning the LLP or from any use by him of the property, name or any business connection of the LLP;
 - indemnify and hold harmless other partners for failure or default in performance of its obligations under this Agreement;
 - Inform the LLP in writing of any change in the Partner's name or address at the earliest but not later than ten (10) days of such change.
33. None of the Partners of the LLP shall without prior written consent of the LLP and other Partners:
- forgo the whole or any part of any debt or sum due to the LLP;
 - except in ordinary course of trade, dispose of by loan, pledge or sale any part of the property of the LLP;
 - use the brand name or goodwill of LLP or intellectual property rights of LLP other than for fulfillment of LLP objectives;
 - become bailor, guarantor or surety for any person or do or knowingly suffer anything whereby the property of LLP may be endangered;
 - Assign, mortgage or charge his or her or its share in the said LLP or any asset or property thereof;
 - Admit any liability in a suit or proceeding against the LLP or Withdraw a suit filed on behalf of the LLP;
 - Enter into any partnership joint venture, float any subsidiary LLP or company with the LLP being the promoter or acquirer of interest or control;
 - Do any act or omission rendering the LLP liable to be wound up by the Tribunal.



 Manish A. Shah

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 12/11/2014

LIABILITY OF PARTNERS

- 34. The liability of the Partners shall be limited as provided under the Act, Rules and set forth in this Agreement. The Partners shall not be obligated to restore by way of capital contribution or otherwise any deficits in their respective capital accounts or of other Partner.


CHANGES IN PARTNERS/ASSIGNMENT

- 35. No partner shall sell, assign, transfer or hypothecate its rights in the LLP or any part thereof or any interest therein except with the prior written consent of all the Partners.
- 36. No Person may be introduced as a new partner without the prior consent of all the existing partners on such terms and conditions as may be mutually agreed; subject to the provisions of the Act and rules. Such incoming partner shall give his prior consent to act as Partner of the LLP and shall bring such contribution and shall share profits and losses in such ratio as may be agreed to by and between existing partners and an incoming partner which shall be recorded by way of amendment to this Agreement.
- 37. Each partner covenants and agrees that he/she shall give at least 30 days' notice to other Partners of his/her intention to withdraw/resign from the LLP or to assign his partnership interest and shall obtain the consent of all other Partners; which shall not unreasonably withheld by the other Partners. Upon withdrawal/resignation/assignment, such Partner shall cease to have any further right to or interest in the LLP or any of the assets thereof.
- 38. On death or legal incapacity of any Partner, the LLP shall not be dissolved. The surviving Partners shall have option to purchase the shares of deceased or legally incapacitated or retiring or an expelled partner. The Partner, purchasing the share as aforesaid shall indemnify the representatives of such partner from the future debts, obligations and liabilities of the LLP.
- 39. If any Partner assigns, charges or encumbers his share in LLP without the consent of other Partner(s) or becomes bankrupt or otherwise permanently incapable of attending to LLP business or commits any breach of provisions of this Agreement or commits any criminal offence or does or suffers any act which would be a ground for dissolution of LLP by Court, then it shall be lawful for other Partner(s) by notice in writing to such partner or legal assignee to determine the Partnership whereupon the partnership so far as it concerns such partner shall determine and other partner(s) and/or its associate(s)/ nominee(s) shall have option to purchase its/his share.

Manisha A Shah
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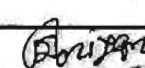


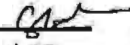
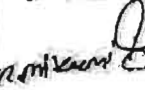








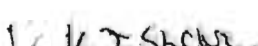
Manisha A Shah
Roshni
Manisha A Shah



Manisha A Shah Construction Ltd. Mumbai

BOOKS AND ACCOUNTS

- 40. The LLP shall keep proper books of record and account of the LLP as may be prescribed under the Act and Rules relating to the affairs of the LLP for each year of its existence on accrual basis as per the accounting standards as applicable to LLP by the Institute of Chartered Accountants of India and notified under the relevant statutes from time to time.
- 41. The LLP shall maintain books of accounts and other books at the registered office of the LLP and the same shall not be removed from the Registered Office without the consent of all the Partners.
- 42. The financial statements of the LLP shall be approved by all the Designated Partners of the LLP which shall then be binding on all the Partners and the copy thereof on an accounting year basis shall then be distributed to each of the Partners. The LLP shall prepare a Statement of Accounts and Solvency and Annual Return within the statutory period from the end of each accounting year and file the same with the Registrar as prescribed under the provisions of the Act and the Rules.
- 43. The books and records shall be open for inspection by any Partner and/or their representatives upon reasonable advance notice at all reasonable times during the usual business hours of the LLP. The right of inspection includes the right to copy and take extracts.
- 44. The Partners may appoint Auditors on such terms and conditions as may be agreed for review and examination of books of LLP. The Partners may make appointment/re-appointment of Statutory Auditors on annual basis as may be required under the Act and Rules.
- 45. LLP shall prepare a Statement of Accounts and Solvency and Annual Return as prescribed under the provisions of the Act.
- 46. The initial and additional capital contributions made by the Partners shall be credited to the respective Partner's Capital Account. No interest shall be payable on capital contributions made by the Partners from time to time.
- 47. The share of Profit/loss of each Partner, interest on Loan and other contributions made by Partners shall be credited/ debited to the Partner's Current Account or Partner's Loan Account; as the case may be. Each Partner undertakes and agrees that no Partner, from to time, is entitled to withdraw any amount exceeding the credit balance in his/her/its current/loan account except otherwise decided between all the Partners.

    Manisha, A. Shah 
   Rishabh Page | 18 
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BANK ACCOUNTS

48. The Bank account(s) of the LLP shall be opened and/or continued to be operated in the name of **MANMANTRA INFRACON LLP** at such Bank or Banks as may be mutually decided by the Partners (hereinafter referred to as the "Specified Bank Account(s)"). All amounts received in relation to the business activities and all funds of the LLP shall be held in Specified Bank Account(s) or investments and all payments made in relation to the business activities shall be routed through the Specified Bank Account(s).
49. The specified bank account(s) of the LLP shall be jointly operated by Designated Partner(s) and/or their authorized persons as may be mutually decided by the Partners at the Meeting.

FINANCING

50. The Partners of the LLP may, from time to time, borrow from Banks, financial institutions and/ or third parties or may obtain credit facilities for carrying on the business of LLP on such terms and conditions as may be mutually agreed with such lenders.
51. The LLP may obtain Loan from the Partners of the LLP in the Profit/Loss sharing ratio or otherwise and on such terms and conditions as may be agreed between such Partner and LLP. The interest payable on such loans shall be @ 12% p.a. or such other rate as may be provided under the Income Tax Act, 1961 and agreed by all the Partners from time to time.

WINDING UP AND DISSOLUTION


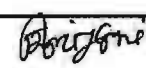

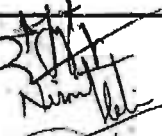

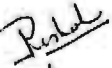


52. The LLP shall be liquidated pursuant to the terms and conditions contained in this Agreement and the provisions of the LLP Act upon a decision to dissolve the LLP by a written consent of all the Partners of the LLP. Notwithstanding anything contained in the Agreement, the LLP shall be deemed to be terminated where number of Partners falls below two, and the LLP continue to carry on its business with less than two Partners for a period of six months.
53. Upon the occurrence of an event of dissolution as defined in the Act, Rules or in this Agreement, that would trigger winding up action, the LLP shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets in the manner prescribed in the Act and Rules. The Designated Partners shall appoint a liquidator (who may, but need not, be a Partner) who shall have sole authority and control over the winding up and liquidation of the LLP's business and affairs and shall diligently pursue the winding up of the LLP. As soon as practicable after his appointment, the liquidator shall cause to file a statement of intent to dissolve the LLP as required by the Act and/or the Rules.



Manishka Ashok
Page | 19
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cost of procurement of substitute services. The LLP shall not be bound by anything done by any Partner in default if that partner in fact had no authority to act for the LLP in doing a particular act or such person dealing with such partner knows such fact or such person does not know or believe him to be Partner of the LLP.

61. **Amendments, repeal or modification:** Subject to provisions of the Act and the Rules to the contrary, this Agreement may be amended, varied or modified only by the affirmative vote of all the partners. Any such amendment shall be in writing and shall be duly executed.
62. **Enforceability & Construction:** The execution, delivery and performance of this Agreement do not and will not violate any applicable law. This Agreement is legal, valid and binding document between the parties herein and shall be enforceable against them in accordance with the terms and conditions contained herein and relevant provisions of the Act. Unless context otherwise requires, the general provisions of this Agreement, rules of construction and definitions contained in the Act shall govern the construction of this Agreement. PROVIDED however that in event of any inconsistency between such laws, the provisions of the Act and the Rules shall prevail.
63. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when there exist copies hereof which, when taken together, bear the authorised signatures of each of the parties hereto. Only one such counterparts signed by the party against whom enforceability is sought needs to be produced to evidence of the Agreement.
64. **Entire Agreement:** This Agreement constitutes the entire agreement between the Partners and shall supersede all prior and contemporaneous agreements, representations, warranties, statements, promises, information and understandings of the partners, whether expressed or implied, oral or written with respect to the subject matter of this Agreement.
65. **Severability:** If one or more provisions of this Agreement are held by a proper Court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed here from, and the balance of this Agreement shall be enforceable in accordance with its terms. Notwithstanding the above in the event of such unenforceable provisions, the parties shall negotiate in good faith in order to agree to the terms of mutually acceptable alternate provisions in place of such unenforceable provisions.
66. **Dispute Resolution:** In case of any dispute or differences among the Partners or between the Partners and/or their legal heirs/representatives of the deceased Partner or between Partners and LLP whatsoever concerned with the affairs of the LLP or the interpretation of this Agreement, efforts shall be made to resolve such

      
Manisha A. Shah 
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M. 12 T. S. K. H.

- is or becomes part of the public domain without breach of this Agreement;
- is lawfully in the possession of Receiving Party prior to a disclosure and not subject to an existing agreement between the parties;
- is independently developed by Receiving Party, (with the burden of proof being on the receiving Party) completely apart from the disclosures hereunder;
- is received, from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement, by Receiving Party;
- is released pursuant to a binding court order or government regulation; provided that Receiving Party delivers a copy of such order or action to Disclosing Party.
- has been or is published without violation of this Agreement; or
- is not designated or confirmed as proprietary.

69. **Publicity:** Each partner shall not, without prior written consent of other partners, make any public announcement or issue any press release with respect to the LLP's business or the transactions contemplated under this Agreement. Prior to making any public disclosure, each partner shall consult with other partners as to the content and the timing of such public announcement or press release.

70. **Common Seal:** The LLP may have a common seal, as may be agreed upon by the Partners, to be affixed on such documents, as may be required, under the signature of any 1 (one) Designated Partner as authorized by way of decision taken at the meeting of the Partners.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE STATED

SIGNED, SEALED AND DELIVERED by
MAN INFRACONSTRUCTION LIMITED

} For Man Infraconstruction Limited

In presence of witnesses:

VIVEK A. MARU
21 PARADISE, I.C. COLONY, BORIVALI (W)
MUMBAI - 400 103.

[Signature]

DURGESH S. DINGANKAR
B 1003 Varuna Doshi Vihar
Trane (W) 400 606

[Signature]

[Signature]

MR. MANAN P. SHAH
MANAGING DIRECTOR



SIGNED AND DELIVERED by
ASHOK RATILAL MIYANI

In presence of witness:

Jimin. N. Sual,
The West 201 Rajawadi
Chhatrapati Cant. 77.

[Signature]

VIVEK A. MARU
21 PARADISE, I.C. COLONY, BORIVALI (W),
MUMBAI - 400 103.

[Signature]

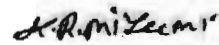
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MR. ASHOK RATILAL MIYANI

SIGNED AND DELIVERED by
KETAN RATILAL MIYANI

In presence of witness:

Jimit. N. Shah,
The Nest 201 Rajawadi
Ghatkopar East - 22.
VIVEK A. HARU
2 PARADISE, I.C. COLONY, BORIVALI (W),
MUMBAI - 400103.



MR. KETAN R. MIYANI

SIGNED AND DELIVERED by
VIJAY VASANTRAI MITHANI

In presence of witness:

Jimit. N. Shah,
The Nest 201 Rajawadi
Ghatkopar East - 22.
VIVEK A. HARU
2 PARADISE, I.C. COLONY, BORIVALI (W),
MUMBAI - 400103.

MR. VIJAY VASANTRAI MITHANI

SIGNED AND DELIVERED by
SMITA UPENDRA MITHANI

In presence of witness:

Jimit. N. Shah
The Nest 201 Rajawadi
Ghatkopar East - 22.
VIVEK A. HARU
2 PARADISE, I.C. COLONY, BORIVALI (W),
MUMBAI - 400103.

MRS. SMITA UPENDRA MITHANI

SIGNED AND DELIVERED by
VIRAL JITENDRA BHADRA

In presence of witness:

Jimit N. Shah
The Nest 201 Rajawadi
Ghatkopar East - 22.
VIVEK A. HARU
2 PARADISE, I.C. COLONY, BORIVALI (W),
MUMBAI - 400103.

MR. VIRAL JITENDRA BHADRA

SIGNED AND DELIVERED by
AMIT DATTAJI JAGTAP

In presence of witness:

Jimit. N. Shah
The Nest 201 Rajawadi
Ghatkopar (E) - 22.
VIVEK A. HARU
2 PARADISE, I.C. COLONY, BORIVALI (W),
MUMBAI - 400103.

DR. AMIT DATTAJI JAGTAP

SIGNED AND DELIVERED by
NIRMIT CHANDRESH LOTIA

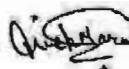
In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi

Ghatkopar East 22

VIVEK A. MARU

2/PARADISE, I.C. COLONY, BORIVALI (W) 

MUMBAI - 400103



MR. NIRMIT CHANDRESH LOTIA

SIGNED AND DELIVERED by
YASH URVISH VORA


In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi

Ghatkopar East 22

VIVEK A. MARU

2/PARADISE, I.C. COLONY, BORIVALI (W) 

MUMBAI - 400103



MR. YASH URVISH VORA

SIGNED AND DELIVERED by
HASMUKH DOSHI

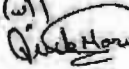
In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi

Ghatkopar East - 22

VIVEK A. MARU

2/PARADISE, I.C. COLONY, BORIVALI (W) 

MUMBAI - 400103

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MR. HASMUKH DOSHI

SIGNED AND DELIVERED by
ANKIT VIJAY MITHANI


In presence of witness:

Jimit. N. Shah.

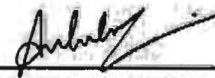
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Ghatkopar East - 22

VIVEK A. MARU

2/PARADISE, I.C. COLONY, BORIVALI (W) 

MUMBAI - 400103



MR. ANKIT VIJAY MITHANI

SIGNED AND DELIVERED by
UPENDRA VASANTRAI MITHANI

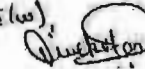
In presence of witness:

Jimit. N. Shah.

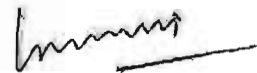
The Nest 201 Rajawadi

Ghatkopar East - 22

VIVEK A. MARU

2/PARADISE, I.C. COLONY, BORIVALI (W) 

MUMBAI - 400103



MR. UPENDRA VASANTRAI MITHANI

SIGNED AND DELIVERED by
MANISHA AMIT SHAH

In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi *Shah*
Ghatkopar East - 22.

VIVEK A. MARU
21 PARADISE, I.C. COLONY, BORIVALI (W) *Vivek Maru*
MUMBAI - 400103

Manisha . A. Shah

SMT. MANISHA AMIT SHAH

SIGNED AND DELIVERED by
PURVI MANISH SHAH

In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi *Shah*
Ghatkopar East - 22.

VIVEK A. MARU
21 PARADISE, I.C. COLONY, BORIVALI (W) *Vivek Maru*
MUMBAI - 400103

Purvi

MRS. PURVI MANISH SHAH

SIGNED AND DELIVERED by
SUKETU RAMESH SHAH

In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi *Shah*
Ghatkopar East - 22.

VIVEK A. MARU
21 PARADISE, I.C. COLONY, BORIVALI (W) *Vivek Maru*
MUMBAI - 400103

Suketu

MR. SUKETU RAMESH SHAH

SIGNED AND DELIVERED by
RAJESHKUMAR RAMESHCHANDRA SHAH

In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi *Shah*
Ghatkopar East - 22.

VIVEK A. MARU
21 PARADISE, I.C. COLONY, BORIVALI (W) *Vivek Maru*
MUMBAI - 400103.

Rajesh

MR. RAJESHKUMAR
RAMESHCHANDRA SHAH

SIGNED AND DELIVERED by
MEENA RAJESH SHAH

In presence of witness:

Jimit. N. Shah.

The Nest 201 Rajawadi *Shah*
Ghatkopar East - 22.

VIVEK A. MARU
21 PARADISE, I.C. COLONY, BORIVALI (W) *Vivek Maru*
MUMBAI - 400103

Meena . R. Shah

MRS. MEENA RAJESH SHAH

SIGNED AND DELIVERED by
KAJALBEN JAYESHKUMAR SHETH

In presence of witness:

Jimit. N. Shah

The Nest 201 Rajawadi
Ghatkopar East 22

Jimit

VIVEK. A. NARU

21 PARADISE, I.C. COLONY, BORIVALI (W)
MUMBAI - 400103

Vivek Naru

SIGNED AND DELIVERED by
DHANANJAYUDU KARUTURI

In presence of witness:

Jimit. N. Shah

The Nest 201 Rajawadi
Ghatkopar East - 22.

Jimit

VIVEK. A. NARU

21 PARADISE, I.C. COLONY, BORIVALI (W)
MUMBAI - 400103

Vivek Naru

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K. J. Sheth

MRS. KAJALBEN JAYESHKUMAR
SHETH

Mr. DHANANJAYUDU KARUTURI

For Manmanta Infrason LLP

Designated

Designated Signatory

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Form -----
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in replying please quote No.
and date of this letter.



BRIHANMUMBAI MUNICIPAL CORPORATION

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. P-16663/2023)/N WARD/FP/IOD/1/NEW Dated- 27 September 2023

MEMORANDUM

Municipal Office,
Mumbai

To,

M/s. MICL Creators LLP, CA to Owners

12th Floor, Krushal Commercial Complex,
Above Shoppers Stop, G.M. Road,
Chembur (West), Mumbai 400 089

With reference to your Notice 337 (New) , letter No. 339 dated. 29/4/2023 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed cluster redevelopment (CDS) under DCPR 33(9) on property bearing F.P. No(s) 353/5, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15 and 353/16 of TPS Ghatkopar No. III abutting 18.30 mt R.B. Mehta Marg and 9.10mt wide Existing road, Ghatkopar East, Mumbai (N Ward).353/5, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15, 353/16 furnished to me under your letter, dated 29/4/2023. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.

- 1 That the Janata Insurance Policy shall not be submitted.
- 2 That the bore well shall not be constructed in consultation with H.E
- 3 That the requisitions of clause 49 of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 4 That the work shall not be carried out between 6.00 a.m. to 10.00 p.m. in accordance with Rule 5A (3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed.
- 5 That the Board shall not be displayed showing details of proposed work, name of owner, developer, L.S., R.C.C. consultant etc
- 6 That the pre-requisites as per Ease of Doing Business circular shall not be submitted before applying for Plinth C.C.
- 7 That the commencement certificate under Sec.45/69(1)(a) of the M.R.& T. P. Act shall not be obtained before starting the proposed work.

- 8 That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 9 That the clearance certificate from assessment Department regarding up to date payment of Municipal taxes etc. will not be submitted
- 10 That the developer/owner shall demolish the structure/building proposed to be demolished by following the guidelines proposed in the Indian Standard Code no. IS 4130:1991 amended up to date in respect of Demolition of Building Code of Safety under the supervision of approved structural Engineer duly registered with MCGM.
- 11 That the NOC from S.W.M. Department shall not be obtained in view of order of Hon'ble Supreme Court of India dated 15/03/2018(SLP Civil NoD-23708of 2017), for disposal of C & D waste.2018(SLP Civil NoD-23708of 2017), for disposal of C & D waste.
- 12 That the R.C.C. designs & calculations as per the amended plans should not be submitted through the registered structural engineer before starting the work.
- 13 That the recovery sheet shall not be got approved for Open space deficiency before asking CC
- 14 That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
- 15 That the Comprehensive Undertaking and Comprehensive indemnity bond as per EODB shall not be submitted.
- 16 That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- 17 That the Soil Investigation Report from Geologist shall not be submitted.
- 18 That the remarks from Ch.Eng. (M&E) for proposed AVS, more depth of room shall not be submitted.
- 19 That the conditions mentioned in the Letter Of Intent (LOI) issued U.N. Dy.Ch.E./4719/N/BPES dated 04/08/2023 shall not be complied with.
- 20 That the NOC from concern electric power supply Company shall not be submitted.
- 21 The requisite bank guarantee for SWM as per policy shall not be submitted.
- 22 That the NOC from MOEF shall not be submitted before asking CC
- 23 That the precautionary measures to avoid nuisance duct to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
- 24 That the mobile toilet shall not be provided on site to keep proper sanitation as per Circular U/No. CHE/DP/27391/Gen dated 07/01/2019.
- 25 That the RUT for fitness centre to be allowed for all wings, misue of cross beam at 1st amenity floor, wing wise society formation, tandem parking allocation for single owner prefareably shall not be submitted before asking CC.
- 26 That the appointment & acceptance of registered site supervisor shall not be submitted.
- 27 That the safety precautions as per Reg 12(5) of DCPR 2034 shall not be scrupulously followed.
- 28 That the NOC from SG shall not be submitted before asking CC.

- 29 That the demarcation of road shall not be submitted before asking for CC
- 30 That all the conditions /observations /remarks in the approval of concession shall not be complied with and if required plan shall be not be get amended within ambit of approved concessions before asking CC.
- 31 That project proponent shall abide with forth coming policies, circulars etc. RUT to that effect shall not be submitted before asking CC.
- 32 That project proponent shall not pay any short Recovery at the prevailing rate/policies at the time of short payment after audit, registered undertaking to that effect shall not be submitted
- 33 That the additional payment for any Deficiency/premium, shall not be abided by the upcoming circular/policies in future, if any
- 34 That the T.P variations shall not be got approved from concern Authority.
- 35 That the Letter Of Intent (LOI) issued U.N. Dy.Ch.E./4719/N/BPES dated 04/08/2023 shall not be revalidated time to time.
- 36 That the Regd. U/T for apprising the prospective buyers regarding inadequate AVS , depth of room size,height of head room at terrace floor shall not be submitted.
- 37 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micro piling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings
- 38 That preferably electric vehicle shall not be used for all the development activities such as transporting material / human resources etc.
- 39 That the precautionary measures for Control of Air Pollution from building Construction Activity, shall not be taken as per Mumbai Air Pollution Mitigation Plan and circular u/no CHE/DP/214/Gen dt. 15.09.2023 in this regards shall not be scrupulously followed.
- 40 That the PDCs for Installment facility payments shall not be submitted before asking CC

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the plinth/stilt height shall not be got checked by this office staff
- 2 All the payments as intimated by various departments of MCGM shall not be paid
- 3 That the amended Remarks of concerned authorities/empanelled consultants for the approved plan, if differing from the plans submitted for remarks, shall not be submitted for :a) S.W.D. b) Sewerage c) Water Works d) Tree authority e) Hydraulic Engineer f) PCO g) NOC from Electric Supply Company h) Assessment.
- 4 That the Material testing report shall not be submitted.
- 5 That the quarterly progress report of the work will not be submitted by the Licensed Surveyor/Architect
- 6 That the reived Civil Aviation NOC from A.A.I. shall not be submitted.
- 7 That the extra water and sewerage charges shall be paid to Asst.Engineer, Water Works, before C.C.
- 8 That the clearance certificate from assessment Department regarding up to date payment of Municipal taxes etc. will not be submitted.

No. P-16663/2023)/N WARD/FP/IOD/1/NEW Dated- 27 September 2023

- 9 That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth
- 10 That the plinth completion certificate from Site supervisor shall not be submitted.
- 11 That the single P.R.Card shall not be submitted.
- 12 That the betterment charges/lucrative premium for town planning plots will not be paid in respective ward office and certificate/receipt will not be submitted before CC.
- 13 That the 10% CC shall not be restricted for availing installment facility

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That Society Office permissible as per DCPR for the building under reference shall not be constructed asking before occupation and will not be hand over to Society.
- 2 That Fitness Centre permissible as per DCPR for the building under reference shall not be constructed asking before occupation
- 3 That the dust bin will not be provided
- 4 That 3.00 mt. wide paved pathway upto staircase will not be provided.
- 5 That the open spaces as per approval, parking spaces and terrace will not be kept open.
- 6 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 7 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 8 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 9 That final N.O.C. from concerned authorities / empanelled consultants for :- a) S.W.D. b) Sewerage c)Water Works d) CFO / Fire Fighting Provisions e) Tree authority f) Hydraulic Engineer g) Assessment shall not be submitted before occupation.
- 10 That Structural Engineer's laminated final Stability Certificate along with upto date License copy and R.C.C. design canvas plan shall not be submitted.
- 11 That plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
- 12 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
- 13 That the topmost elevation level of the building certified by Airport Authority of India mentioning that the height of the building is within the permissible limits of Civil Aviation N.O.C. shall not be submitted before O.C.C
- 14 That the completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall be submitted and quantum of rain water harvested from the R.W.H completed scheme on site shall not be uploaded on RWH tab in online AUTO DCR system. The same shall not be complied before OC.

No. P-16663/2023)/N WARD/FP/IOD/1/NEW Dated- 27 September 2023

- 15 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization/Individuals specialized in this field, as per the list furnished by solid waste management dept. of MCGM shall not be provided to the satisfaction of Municipal Commissioner
- 16 That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
- 17 That preferably electric vehicle shall be used for all the development activities such as transporting material/Human Resources etc
- 18 That the single P.R.Card shall not be submitted.
- 19 That the owner/developer shall be submit certificate u/s 270A of MMC act before asking BCC/Occupation certificate for any part of the building
- 20 That the dry and wet garbage shall not be separated, and the wet garbage generated in the building shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer/ Owner.
- 21 That the low-lying plot will not be filled up to a reduced level of at least 27.55 M Town Hall Datum or 0.15 m above adjusting road level whichever is higher with murum, earth, boulders etc. And will not be leveled, rolled, consolidated and sloped towards road side.
- 22 That the compliance of LOI shall not be submitetd before asking OC

- () That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
- () That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 26 September day of 2024 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

**Executive Engineer, Building Proposals,
Zone, Wards.**

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
- c) Not less than 92 ft. ([!TownHall]) above Town Hall Datum.

4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.

7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District

No. P-16663/2023)/N WARD/FP/IOD/1/NEW Dated- 27 September 2023

before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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

No. EB/CE/ /BS /A/

NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.

- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
 - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt.and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

No. P-16663/2023)/N WARD/FP/IOD/1/NEW Dated- 27 September 2023

**Executive Engineer, Building Proposals
Zones wards.**

P-16663/2023)/N WARD/FP/IOD/1/NEW

- Copy To :-
1. KALPESH LAXMIDAS SHAH
79-81, BHAGYODAY BLDG., R-20/21, 3RD FLOOR, NAGINDAS MASTER ROAD, FORT
 2. Asst. Commissioner N Ward.
 3. A.E.W.W. N Ward,
 4. Dy.A & C. Eastern Suburb
 5. Chief Officer, M.B.R. & R. Board N Ward .
 6. Designated Officer, Asstt. Engg. (B. & F.) N Ward ,
 7. The Collector of Mumbai

 Digitally signed by SUHAS VASANT NEMANE
Date: 27 Sep 2023 18:18:25
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer



BRIHANMUMBAI MUNICIPAL CORPORATION

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-16663/2023)/N Ward/FP/CC/1/New



COMMENCEMENT CERTIFICATE

To,
M/s. MICL Creators LLP, CA to Owners
12th Floor, Krushal Commercial Complex,
Above Shoppers Stop, G.M. Road,
Chembur (West), Mumbai 400 089
Sir,

With reference to your application No. **P-16663/2023)/N Ward/FP/CC/1/New** Dated. **29 Apr 2023** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **29 Apr 2023** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **353/5** C.T.S.No. **353/5, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15, 353/16** Division / Village / Town Planning Scheme No. -1 situated at **18.30 R.B. Mehta Marg** Road / Street in **N Ward** Ward .

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

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

The Municipal Commissioner has appointed Shri. **Executive Engineer (BP) ES II** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 14/12/2024

Issue On : 15 Dec 2023

Valid Upto : 14 Dec 2024

Application Number : P-16663/2023)/N Ward/FP/CC/1/New

Remark :

C.C. upto basement top as per approved IOD plans dated 27.09.2023.



Digitally signed by SUHAS VASANT NEMANE
Date: 15 Dec 2023 18:54:48
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer

For and on behalf of Local Authority
Brihanmumbai Municipal Corporation

Executive Engineer . Building Proposal

Eastern Suburb N Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

ENVIRONMENTAL
CLEARANCE

PARIVESH

*(Pro-Active and Responsive Facilitation by Interactive,
and Virtuous Environmental Single-Window Hub)*



**Government of India
Ministry of Environment, Forest and Climate Change
(Issued by the State Environment Impact Assessment
Authority(SEIAA), MAHARASHTRA)**

To,

The Vice President
MICL CREATORS LLP
Krushal commercial complex, 12th floor, GM road, Chembur, Mumbai-
400089 -400089

Subject: Grant of Environmental Clearance (EC) to the proposed Project Activity under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC) in respect of project submitted to the SEIAA vide proposal number SIA/MH/INFRA2/443014/2023 dated 04 Sep 2023. The particulars of the environmental clearance granted to the project are as below.

- | | |
|--|--|
| 1. EC Identification No. | EC24B038MH194150 |
| 2. File No. | SIA/MH/INFRA2/443014/2023 |
| 3. Project Type | New |
| 4. Category | B |
| 5. Project/Activity including Schedule No. | 8(a) Building and Construction projects |
| 6. Name of Project | Environment Clearance of Proposed cluster redevelopment scheme (CDS) under Regn. No 33(9) of DCPR 2034 on property bearing F.P. Nos 353/5/A, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15 and 353/16 of TPS-III, Village Ghatkopar- Kirol, abutting 18.30 m R.B. Mehta Marg and 9.10 m wide TP road, Ghatkopar East, Mumbai in N Ward, developed by MICL CREATORS LLP |
| 7. Name of Company/Organization | MICL CREATORS LLP |
| 8. Location of Project | MAHARASHTRA |
| 9. TOR Date | N/A |

The project details along with terms and conditions are appended herewith from page no 2 onwards.

Date: 02/02/2024

(e-signed)
Pravin C. Darade , I.A.S.
Member Secretary
SEIAA - (MAHARASHTRA)

Note: A valid environmental clearance shall be one that has EC identification number & E-Sign generated from PARIVESH. Please quote identification number in all future correspondence.

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STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY

No. SIA/MH/INFRA2/443014/2023
Environment & Climate
Change Department
Room No. 217, 2nd Floor,
Mantralaya, Mumbai- 400032.

To
M/s.MICL CREATORS LLP,
F.P. Nos 353/5/A, 353/7, 353/8, 353/9,
353/46, 353/17, 353/11, 353/12,
353/13, 353/15 and 353/16 of TPS-III,
Village Ghatkopar- Kirol,
Ghatkopar East, Mumbai

Subject : Environment Clearance for proposed cluster redevelopment scheme (CDS) on property bearing F.P. Nos 353/5/A, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15 and 353/16 of TPS-III, Village Ghatkopar- Kirol, abutting 18.30 m R.B. Mehta Marg and 9.10 m wide TP road, Ghatkopar East, Mumbai by M/s.MICL CREATORS LLP

Reference : Application no. SIA/MH/INFRA2/443014/2023

This has reference to your communication on the above-mentioned subject. The proposal was considered by the SEAC-2 in its 216th meeting under screening category 8 (a) B2 as per EIA Notification, 2006 and recommend to SEIAA. Proposal then considered in 271st (Day-2) meeting of State Level Environment Impact Assessment Authority (SEIAA) held on 30th November, 2023.

2. Brief Information of the project submitted by you is as below:-

Sr. No.	Description	Details	
1	Proposal Number	SIA/MH/INFRA2/443014/2023	
2	Name of the project	Proposed cluster redevelopment scheme (CDS) on property bearing F.P. Nos 353/5/A, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15 and 353/16 of TPS-III, Village Ghatkopar- Kirol, abutting 18.30 m R.B. Mehta Marg and 9.10 m wide TP road, Ghatkopar East, Mumbai by MICL CREATORS LLP.	
3	Project category	8(a) – “Building & Construction Projects”	
4	Type of Institution	Private	
5	Project Proponent	Name	MICL CREATORS LLP
		Regd. Office address	Krushal Commercial Complex, 12th Floor, GM Road, Chembur, Mumbai
		Contact number	9320699005

		e-mail	Office@maninfra.com				
6	Consultant	BUILDING ENVIRONMENT (I) PVT. LTD. (QCI NABET ACCREDITED) Certificate No. NABET/EIA/2225/RA 0267_Rev 01 Validity limit- 27.05.2025					
7	Applied for	New					
8	Location of the project	F.P. Nos 353/5/A, 353/7, 353/8, 353/9, 353/46, 353/17, 353/11, 353/12, 353/13, 353/15 and 353/16 of TPS-III, Village Ghatkopar- Kiroi, abutting 18.30 m R.B. Mehta Marg and 9.10 m wide TP road, Ghatkopar East, Mumbai in N Ward					
9	Latitude and Longitude	Latitude: 19°4'38.05"N Longitude: 72°54'28.52"E					
10	Plot Area (sq.m.)	13,128.52					
11	Deductions (sq.m.)	0					
12	Net Plot area (sq.m.)	13,128.52					
13	Ground coverage (m ²) & %	4646.36 (35.39 %)					
14	FSI Area (sq.m.)	66,070.39					
15	Non-FSI (sq.m.)	62,591.23					
16	Proposed built-up area (FSI + Non FSI) (sq.m.)	1,28,661.62					
17	TBUA (m ²) approved by Planning Authority till date	FSI area: 66,070.39 Non-FSI area: 62,591.23 BUA: 1,28,661.62					
18	Earlier EC details with Total Construction area, if any.	NA					
19	Construction completed as per earlier EC (FSI + Non FSI) (sq.m.)	NA					
20	Previous EC / Existing Building			Proposed Configuration			Reason for Modification / Change
	Building Name	Configuration	Height (m)	Building Name	Configuration	Height (m)	
	-	-	-	Tower 1	3 level basements + ground floor + 1st amenity floor + 2nd to 16th upper residential floors (16th part floor), service area & swimming pool	62.38 m up to terrace level	-
-	-	-	Tower 2	3 level basements +	62.17 m up to		

					ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors	terrace level	
	-	-	-	Tower 3	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors		
	-	-	-	Tower 4	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors		
	-	-	-	Tower 5	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18 th upper residential floors		
	-	-	-	Tower 6	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18 th upper residential		

				floors	
-	-	-	Tower 7	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors	
-	-	-	Tower 8	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors	
-	-	-	Tower 9	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors	
-	-	-	Tower 10	3 level basements + ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors	
-	-	-	Tower 11	3 level basements +	-

				ground floor + 1st amenity floor & swimming pool + 2nd to 18th upper residential floors		
21	No. of Tenements & Shops	No. of tenements: 466				
22	Total Population	Sale: 1543 Rehab: 1361 Total: 2904				
23	Total Water Requirements CMD	Domestic: 267 Flushing: 136 Landscape: 18				
24	Under Ground Tank (UGT) location	Basement				
25	Source of water	BMC				
26	STP Capacity & Technology	2 No. of STPs Tower 1 to 5: 156 CMD Tower 6 to 11: 237 CMD				
27	STP Location	Basement 1 & 2				
28	Sewage Generation CMD & % of sewage discharge in sewer line	357 35 % will be discharged in existing sewer line i.e., 55 KLD				
29	Solid Waste Management during construction Phase	Type	Quantity (Kg/d)	Treatment / disposal		
		Dry waste	243	Handed over to authorize vendors.		
		Wet waste	162	Handed over to authorize vendors.		
		Construction waste	4480.76	Handed over to recyclers.		
30	Total Solid Waste Quantities with type during Operation Phase & Capacity of OWC to be installed	Type	Quantity (Kg/d)	Treatment / disposal		
		Dry waste	1045	Handed over to authorize vendors.		
		Wet waste	697	Will be treated in OWC.		
		E-Waste	7.12	Handed over to authorize recyclers.		
		STP Sludge (dry)	53	Used as manure.		
31	R.G. Area in sq.m	RG required: 1,314.83 (10 %)				
		RG provided on mother earth/ground: 1,314.83 sq.m.				
		Porous RG/Grass paver (sq.m): 1,325.51 sq.m.				

		Additional RG on 1st amenity floor (sq.m): 1,077.41 sq.m.	
		Existing trees on plot: 27 Nos.	
		Trees to be transplant: 3 Nos.	
		Number of trees to be planted: Trees required to be plant in RG area: 164 In Miyawaki plantation (with area): 155 sq. m. (10 %) 465 Nos. Total nos. of trees after the development: 629 nos.	
32	Power requirement	During Operation Phase:	
		Connected Load	13962.9 KW
		Demand Load	2717 KW
33	Energy Efficiency	a) Total Energy saving (%): 20 b) Solar energy (%): 6.07	
34	D.G. set capacity	2 x 750 KVA	
35	No. of 4-W & 2-W Parking with 25% EV	4W: 1033 EV: 258	2W: 239 EV: 60
36	No. & capacity of Rain water harvesting tanks /Pits	4 Nos. of RWH tanks Tank 1: 56 cum Tank 2: 59 cum Tank 3: 42 cum Tank 4: 56 cum	
37	Project Cost in (Cr.)	835.94 Cr.	
38	EMP Cost	Construction Phase: Rs. 95 Lakhs/Annum. Operation Phase: 1. Capital Cost: Rs. 613.11 Lakhs. 2. O & M Cost: Rs. 54.39 Lakhs/Annum.	
39	CER Details with justification if any....as per MoEF & CC circular dated 01/05/2018		
40	Details of Court Cases/litigations W.r.t the project and project location, if any.	No such litigation is pending against the project	

3. Proposal is a new construction project. Proposal has been considered by SEIAA in its 271st (Day-2) meeting held on 30th November, 2023. and decided to accord Environment Clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implantation of following terms and conditions-

Specific Conditions:

A. SEAC Conditions-

1. PP to obtain revised IOD/IOA/Concession Document/Plan Approval or any other form of documents as applicable clarifying its conformity with local planning rules

and provisions as per the Circular dated 30.01.2014 issued by the Environment Department, Govt. of Maharashtra showing all required RG area is on mother earth as per Hon'ble Supreme Court order.

2. PP to obtain following NOCs and remarks:
 - a) Water Supply; b) Sewer Connection; c) SWD remarks/NOC; d) Revised CFO NOC; e) Tree NOC; f) Civil Aviation NOC for proposed height; f) SWM/C& D NOC.
3. PP to relocate flushing tanks adjacent to the STPs; PP to revise layout of 156 KLD STP with 40% open to sky.
4. PP to submit revised fire tender movement plan as it is proposed through paved RG area.
5. PP to relocate parking proposed on UGTs.
6. PP to include cost of basement ventilation, air cleaning system & basement dewatering in the EMP and submit revised EMP of operation phase.
7. PP to submit undertaking that they will follow guidelines of dust mitigation issued by planning authority.

B. SEIAA Conditions-

1. PP has provided mandatory RG area of 1312.85 m² on mother earth without any construction Local planning authority to ensure the compliance of the same.
2. This EC is restricted up to 52.35 m height only as per Civil Aviation NOC.
3. PP to keep open space unpaved so as to ensure permeability of water. However, whenever paving is deemed necessary, PP to provide grass pavers of suitable types & strength to increase the water permeable area as well as to allow effective fire tender movement.
4. PP to achieve at least 5% of total energy requirement from solar/other renewable sources.
5. PP Shall comply with Standard EC conditions mentioned in the Office Memorandum issued by MoEF& CC vide F.No.22-34/2018-IA III dt.04.01.2019.
6. SEIAA after deliberation decided to grant EC for-FSI-66,070.39 m², Non FSI-62,591.23 m², total BUA- 1,28,661.62 m². (Plan approval No- P-16663/2023)/N WARD/FP/IOD/I/NEW Dated- 27 September 2023)

General Conditions:

a) Construction Phase :-

- I. The solid waste generated should be properly collected and segregated. Dry/inert solid waste should be disposed of to the approved sites for land filling after recovering recyclable material.
- II. Disposal of muck, Construction spoils, including bituminous material 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 the approved sites with the approval of competent authority.
- III. Any hazardous waste generated during construction phase should be disposed of as per applicable rules and norms with necessary approvals of the Maharashtra Pollution Control Board.

- IV. Adequate drinking water and sanitary facilities should be provided for construction workers at the site. Provision should be made for mobile toilets. The safe disposal of wastewater and solid wastes generated during the construction phase should be ensured.
- V. Arrangement shall be made that waste water and storm water do not get mixed.
- VI. Water demand during construction should be reduced by use of pre-mixed concrete, curing agents and other best practices.
- VII. The ground water level and its quality should be monitored regularly in consultation with Ground Water Authority.
- VIII. Permission to draw ground water for construction of basement if any shall be obtained from the competent Authority prior to construction/operation of the project.
- IX. Fixtures for showers, toilet flushing and drinking should be of low flow either by use of aerators or pressure reducing devices or sensor based control.
- X. The Energy Conservation Building code shall be strictly adhered to.
- XI. All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- XII. Additional soil for levelling of the proposed site shall be generated within the sites (to the extent possible) so that natural drainage system of the area is protected and improved.
- XIII. 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.
- XIV. PP to strictly adhere to all the conditions mentioned in Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975 as amended during the validity of Environment Clearance.
- XV. The diesel generator sets to be used during construction phase should be low sulphur diesel type and should conform to Environments (Protection) Rules prescribed for air and noise emission standards.
- XVI. Vehicles hired for transportation of Raw material shall strictly comply the emission norms prescribed by Ministry of Road Transport & Highways Department. The vehicle shall be adequately covered to avoid spillage/leakages.
- XVII. 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.
- XVIII. Diesel power generating sets proposed as source of backup power for elevators and common area illumination during construction phase should be of enclosed type and conform to rules made under the Environment (Protection) Act, 1986. The height of stack of DG sets should be equal to the height needed for the combined capacity of all proposed DG sets. Use low sulphur diesel is preferred. The location of the DG sets may be decided with in consultation with Maharashtra Pollution Control Board.
- XIX. 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 by a separate environment cell /designated person.

B) Operation phase:-

- I. a) The solid waste generated should be properly collected and segregated. b) Wet waste should be treated by Organic Waste Converter and treated waste (manure) should be utilized in the existing premises for gardening. And, no wet garbage will be disposed outside the premises. c) Dry/inert solid waste should be disposed of to the approved sites for land filling after recovering recyclable material.
- II. E-waste shall be disposed through Authorized vendor as per E-waste (Management and Handling) Rules, 2016.
- III. a) 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 MPCB and Environment department before the project is commissioned for operation. Treated effluent emanating from STP shall be recycled/ reused to the maximum extent possible. Treatment of 100% grey water by decentralized treatment should be done. Necessary measures should be made to mitigate the odour problem from STP. b) PP to give 100 % treatment to sewage /Liquid waste and explore the possibility to recycle at least 50 % of water, Local authority should ensure this.
- IV. Project proponent shall ensure completion of STP, MSW disposal facility, green belt development prior to occupation of the buildings. As agreed during the SEIAA meeting, PP to explore possibility of utilizing excess treated water in the adjacent area for gardening before discharging it into sewer line No physical occupation or allotment will be given unless all above said environmental infrastructure is installed and made functional including water requirement.
- V. The Occupancy Certificate shall be issued by the Local Planning Authority to the project only after ensuring sustained availability of drinking water, connectivity of sewer line to the project site and proper disposal of treated water as per environmental norms.
- VI. Traffic congestion near the entry and exit points from the roads adjoining the proposed project site must be avoided. Parking should be fully internalized and no public space should be utilized.
- VII. PP to provide adequate electric charging points for electric vehicles (EVs).
- VIII. Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
- IX. A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
- X. Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes.
- XI. 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 parivesh.nic.in
- XII. 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.

- XIII. 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 pollutant levels namely; SPM, RSPM, SO₂, NO_x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.

C) General EC Conditions:-

- I. PP has to strictly abide by the conditions stipulated by SEAC & SEIAA.
- II. If applicable 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.
- III. 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.
- IV. 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.
- V. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted 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 Offices of MoEF by e-mail.
- VI. No further Expansion or modifications, other than mentioned in the EIA Notification, 2006 and its amendments, shall be carried out without prior approval of the SEIAA. In case of deviations or alterations in the project proposal from those submitted to SEIAA for clearance, a fresh reference shall be made to the SEIAA as applicable to assess the adequacy of conditions imposed and to add additional environmental protection measures required, if any.
- VII. This environmental clearance is issued subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.

4. 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 whatever decision under EP 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 EP Act.

5. This Environment Clearance is issued purely from an environment point of view without prejudice to any court cases and all other applicable permissions/ NOCs shall be obtained before


starting proposed work at site.

6. In case of submission of false document and non-compliance of stipulated conditions, Authority/ Environment Department will revoke or suspend the Environment clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.

7. Validity of Environment Clearance: The environmental clearance accorded shall be valid as per EIA Notification, 2006, amended from time to time.

8. 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, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.

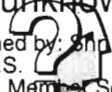
9. Any appeal against this Environment clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1st Floor, D-Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.


Pravin Darade
(Member Secretary, SEIAA)

Copy to:

1. Chairman, SEIAA, Mumbai.
2. Secretary, MoEF & CC, IA- Division MOEF & CC
3. Member Secretary, Maharashtra Pollution Control Board, Mumbai.
4. Regional Office MoEF & CC, Nagpur
5. District Collector, Mumbai Suburban.
6. Commissioner, Municipal Corporation of Greater Mumbai.
7. Regional Officer, Maharashtra Pollution Control Board, Mumbai.

Validity unknown

Digitally signed by:  Pravin C.
Darade, I.A.S.
Designation: Member Secretary
Date and Time: 22/02/2024 4:38:17 PM