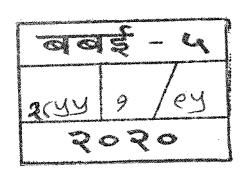
			मूल्यांकन पत्रक	( शहरी क्षेत्र - बांधीव )			
Valuation ID	0.00/200000/20000	202003204786				20 Marci	ı 2020.05:03:55 PN ন্বৰ্ছ
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( <b>सूत्र</b> ) प्रकल्पाचे क्षेत्रानुसार दः	3	*	((घसा-यानुसार मिळक	तीचा प्रति चौ. मीटर मूल्यदर)	* 105 % ).		
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मजला निहाय घट/वाढ		## ## ## ## ## ## ## ## ## ## ## ## ##	10% apply to rate= R:	s.221644/-			
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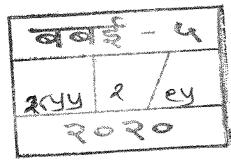


#### CHALLAN MTR Form Number-6



GRN MH01368935120	1920E BARCODE IIII			Dat	e 20/03/2020-09:	56:13 <b>F</b>	orm ID	25.	2
Department Inspector G	General Of Registration				Payer Deta	ails			
Stamp  Type of Payment Registr	1 (8) (8 * )		TAX ID / T	AN (If Any)			······································		
			PAN No.(If	Applicable)	AAXPU5923D	,			
Office Name BOM2_JT	SUB REGISTRA MUMBAI CIT	TY 2	Full Name		VAIBHAV SHANT	ARAM (	JTTEKAF	₹	• • • • • • • • • • • • • • • • • • • •
Location MUMBAI									
<b>Year</b> 2019-2020	One Time		Flat/Block	No.	B 1903, LODH	IA EST	RELLA,	NEW	CUFFE
			Premises/I	Building	PARADE				
Account I	Head Details	Amount In Rs.			'				
0030045501 Stamp Duty	**************************************	877500.00	Road/Stree	et	OPP IMAX DOME	E, EASTE	ERN FRE	EWAY	
0030063301 Registration	Fee	30000.00	Area/Local	ity	MUMBAI				***************************************
			Town/City/	District					
			PIN			4	0 0	0	2 2
			Remarks (I	f Any)	, , , , , , , , , , , , , , , , , , , ,				
//			PAN2=AAA	.CL1490J~S	econdPartyName=	MACRO	TECH	DEVE	LOPERS
	. E c.o.u ( 4000-2401/40) ""T 1	B	LIMITED-C	A=1461888	8				
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.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			Amount In	Nine Lak	h Seven Thousand	Five Hu	ndred Ru	ipees C	Only
Total		9,07,500,00	Words						
Payment Details	STATE BANK OF INDIA			FC	R USE IN RECEIV	/ING BA	NK		
	Cheque-DD Details		Bank CIN	Ref. No.	00040572020032	2062326	CKM59	41700	
Cheque/DD No.			Bank Date	RBI Date	20/03/2020-09:58	3:48	Not Ver	ified wii	th RBI
Name of Bank			Bank-Branc	h	STATE BANK OF	FINDIA			,,,,,
Name of Branch			Scroll No. , I	Date	Not Verified with	Scroll			
Department ID :			G, N. F.						

Department ID:
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यानयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .





#### Receipt of Document Handling Charges

PRN 2003202004828 Receipt Date 20/03/2020

Received from Madrotech Developers Ltd, Mobile number 000000000, an amount of Rs.1900/-, towards Document Handling Charges for the Document to be registered on Document No. 2055 dated 20/03/2020 at the Sub Registrar office Joint S.R. Mumbai 5 of the District Mumbai District.

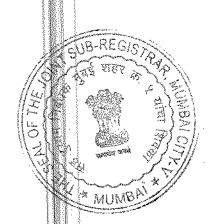
Payment	Details

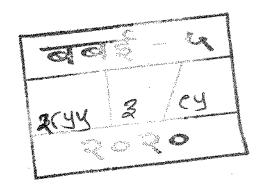
DEFACED

₹ 1900 DEFACED

Bank Name	sbiepay	Payment Date	20/03/2020		
Bank CIN	10004152020032004119	REF No.	202008045091111		
Deface No	2003202004828D	Deface Date	20/03/2020		

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







# CHALLAN MTR Form Number-6

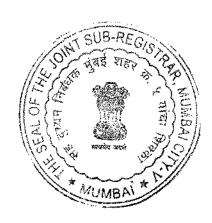


<b>GRN</b> MH013689351201920E	BARCODE			IIII Dat	e 20/03/2020-09:56:13	Form ID 25.2
Department Inspector General Of Registration			Payer Details			
Stamp Duty  Type of Payment Registration Fee			TAX ID / T	AN (If Any)		
			PAN No.(If	Applicable)	AAXPU5923D	
Office Name BOM2_JT SUB REG	ISTRA MUMBAI CIT	Y 2	Full Name		VAIBHAV SHANTARAM	UTTEKAR
Location MUMBAI						
Year 2019-2020 One Time	9		Flat/Block	No.	B 1903, LODHA ES	TRELLA, NEW CUFFE
			, Premises/I	Building	PARADE	
Account Head Deta	11 \$	Amount in Rs.				
0030045501 Stamp Duty		877500.00	Road/Stree	et	OPP IMAX DOME, EAST	TERN FREEWAY
0030063301 Registration Fee		30000.00	Area/Local	ity .	MUMBAI	
			Town/City/	District		
	PEGIS 7RA		PIN		4	0 0 0 2 2
			Remarks (I	f Any)		
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<b>1925 € 1</b>		沙刹	LIMITED-C	A=1461888	8	· · · · · · · · · · · · · · · · · · ·
<b>2907500.00</b>		*//			<b>2</b> 644	8 CY_
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Total		9,07,500.00	Words			
Payment Details STATE	BANK OF INDIA			FC	R USE IN RECEIVING B	ANK
Cheque-E	C Details		Bank CIN	Ref. No.	0004057202003206232	6 CKM5941700
Cheque/DD No.			Bank Date	RBI Date	20/03/2020-09:58:48	Not Verified with RBI
Name of Bank			Bank-Branc	1	STATE BANK OF INDIA	<u> </u>
Name of Branch			Scroll No.,	Date	Not Verified with Scroll	
Department ID :		<u>-</u>			<u> </u>	

Mobile No.: 9987103959
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुरयम निवंधक कार्यालयात नोदंगी करावयाच्या दस्तांसाठी लागु आहे. नोदंगी न करावयाच्या दस्तांसाठी सदर चलन लागु

# Challan Defaced Details

Sr. No.	Remarks	······································	Defacement No.	Defacement Date	Userld	Dafacement &
1	(iS)-509-2855	<u> </u>	0007011836201920	20/03/2020-17:07:39	IGR550	Defacement Amount
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#### **AGREEMENT TO SELL**

THIS AGREEMENT TO SELL is made at Mumbai this 2071 day of MARCH, 2020

#### BETWEEN:

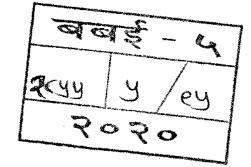
MACROTECH DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Rd, Horniman Circle, Fort, MUMBAI 400001, hereinafter referred to as "THE COMPANY" (which expression shall, unless it be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

#### AND

Vaibhav Shantaram Uttekar and Vaibhavi Vaibhav Uttekar residing / having its address at 407/ 4th Floor, Shanti Niketan CHS LTD., Sane Guruji Marg, Near Jacob Circle, Mumbai-400011 India and assessed to income tax under permanent account number (PAN) AAXPU5923D, ABJPW9553E hereinafter referred to as the "PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the Other Part.

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





#### WHEREAS:

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

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

#### 1. **DEFINITIONS**

- "Agreement" shall mean this Agreement together with the schedules and annexures 1.1. hereto and any other deed and/or document(s) executed in pursuance thereof.
- "Applicable waw" shall mean, in respect of any relevant jurisdiction, any statute, law, 1.2. regulation, dedinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- "Approvals shall mean and include all licenses, permits, approvals, sanctions, consents 1.3. obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" pall have the meaning ascribed to it in Clause 23.2 below.

1.5. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, inctuding any governmental authority, agency, department, board, commission instrumentally or (iii) any court, tribunal or arbitrator.

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- "BCAM Charges" shall mean the Building common area maintenance charges payable by 1.6. the Purchaser inter alia for the maintenance of the Unit/ Building, but shall not include FCAM Charges.
- "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of 1.7.
- "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below. 1.8
- "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit 1.9. and Project Details).
- "CAM Charges" shall have the meaning ascribed to it in Clause 15.5. 1.10.
- "CAM Commencement Date" shall mean the day from which the Purchaser will be 1.11. required to pay BCAM Charges and FCAM Charges (if applicable)and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.
- "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be 1.12. parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- "Carpet Area" shall mean the net usable area of the Unit including the area covered by the 1.13. internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- "Cheque Bouncing Charges" shall mean the charges payable by either Party to this 1.14. Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the chequein question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.
- "Club" shall mean any recreation facility constructed for the use of the purchasers of units 1,15. in the Project or the Larger Property.
- "Common Areas and Amenities" shall mean the common areas and amenities as are 1.16. available to and for in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.

"Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below. 1.18

"Date of of Possession" or "DOP" shall mean the date on which the Company, by written introduced makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).

"Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax or similar tax or levy, wherever and whenever charged, levied druin posed together with any interest and

alties in relation thereto.

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- 1.21. "Exclusive Balcony/ Verandah/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.22. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at Annexure 6 (Unit and Project Details).
- 1.23. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.
- 1.24. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.25. "FEMA" shall have the meaning ascribed to it in Clause 20(y) below.
- 1.26. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.27. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.28. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.29. "Indirect Tax or "IndirectTaxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.30. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1<sup>st</sup> day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

1.31. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.

1.32. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration

1.33. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.

1.34. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection. Deposit. An indicative list of Maintenance Related Amounts is at Annexure 6 (Unit and MUM Project Details).

1.35. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area

1.36. "OC" shall have the meaning ascribed to it in Clause 10.3 below.

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- 1.37. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.38. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1,39, "Refund Amount" shall mean:
- 1.39.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2:an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3<sup>rd</sup> parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

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

- 1.40. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Annexure 6 (Unit and Project Details).
- 1.41. \*RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.42. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.43. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.44. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.
- 1.45. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.46. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
  - a. the Unit or any part of the right, title or interest therein; and, or,
  - b. the benefit of this Agreement; and, or,

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- c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
- d. in case the Purchaser is a partnership firm of limited liability partnership, the change in constitution thereof.

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

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- 1.47. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.48. "Ultimate Organization" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.
- 1.49. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floorplan thereto (with unit shaded) annexed hereto as Annexure 5 (Floor Plan).

#### 2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
  - Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - b. All statutory instruments or orders made pursuant to a statutory provision; and
  - c. Any statutory provision of which these statutory provisions are a consolidation, reenactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

2.5. Reference to days, months and years are to Gregorian days, months and calendary respectively

2.6. Any reference to the words "hereof," "herein", "hereto" and "hereuncest" similar import when used in this Agreement shall refer to clauses of sor Agreement as specified therein.

2.7. The words "include" and "including" are to be construed without limitation

2.8. Any reference to the masculine, the feminine and the neutral shall include

2.9. In determination of any period of days for the occurrence of an event or the period any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.

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- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

#### 3. **DISCLOSURES AND TITLE**

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property, satisfied himself of *inter alia* the following:
  - a. Nature of the Company's right, title and encumbrances, if any;
  - b. The Approvals (current and future);
  - c. The drawings, plans and specifications;
  - d. Nature and particulars of fixtures, fittings and amenities.
- 3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

#### 4. AGREEMENT TO SELL AND CONSIDERATION

- 4.1. The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration as set out at **Annexure 6** (*Unit and Project Details*) hereto subject to the terms and conditions mentioned herein and the Approvals.
- 4.2. The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6** (*Unit and Project Details*), time being of the essence. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.
- 4.3. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
  - a. Shall make payment of the Total Consideration as per the timelines set out at Annexure 6 (Unit and Project Details), without any delay or demur for any reason whatsoever;
  - b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
  - c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

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

Firstly, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;

Secondly, towards interest due as on the date of

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- c. Thirdly towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
- d. **Fourthy** towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

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

- 4.5. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.6. The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2018 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

#### 5. CONSTRUCTION AND DEVELOPMENT

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

### 6. <u>SECURITIZATION OF THE TOTAL CONSIDERATION</u>

6.1. The Purchaser hereby grants his irrevocable consent to the Company to securitize the total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable herein. It is butten agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution nominated by the

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Company in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

#### 7. LOANS AGAINST THE UNIT

- 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.
- 7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.
- 7.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

#### 8. CAR PARKING

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

#### 9. **REGISTRATION**

9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative

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of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

#### 10. POSSESSION

- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid at the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser on or before the estimated DOP set out at Annexure 6 (Unit and Project Details) with a grace period of 18 (eighteen) months and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the Extended DOP i.e. estimated DOP as set out at Annexure 6 (Unit and Project Details) + additional grace period of 18 (eighteen) months + further extension as may be applicable pursuant to Clause 10.4).
- 10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession (**Possession Demand Letter**) and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of INR 10/- per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit or the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit after this date.
- 10.3. The Company has obtained occupation certificate for the Unit (**OC**) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law). The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.
- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Furchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:
  - Any event of Force Majeure;
  - b. Riots/other civil disturbances;
  - c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

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

#### 11. <u>TERMINATION</u>

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

impact of such change the Total Consideration.

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- 11.2. Company shall have right to terminate this Agreement only in the following circumstances:
- 11.2.1. Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at Annexure 6 (Unit and Project Details) (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (Company Notice of Termination).
- 11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Company Notice of Termination.

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

- 11.3.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.3.2.
- 11.3.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of the Company Notice of Termination by the Purchaser, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

#### 12. **DEFECT LIABILITY**

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

#### 13. SET OFF / ADJUSTMENT

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

ULTIMATE ORGANISATION

14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation

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

- 14.2. Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the Ultimate Organisation(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.
- 14.3. Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation (Building Conveyance) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company(i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.4. Within 18 months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation (Federation Conveyance) in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to (i) the right of the Company (i) to dispose of unsold units, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation/ Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation/Federation.
- 14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard the Purchaser for himself and the Ultimate Organisation/Federation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.

14.7. The Company hereby agrees that it shall, before execution of Building Conveyance/
Federation Conveyance as contemplated herein, make full and true disclosure of the
inature of its title to the Larger Property as well as encumbrances and/or claims, if any
authore the Larger Property. The Company shall, as far as practicable, ensure that at the
time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger
recerty is the from encumbrances.

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

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

#### **CAM Charges and Maintenance Related Amounts**

- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and are payable as the BCAM Charges and FCAM Charges (collectively, the CAM Charges) as set out at Annexure 6 (Unit and Project Details). The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.
- 15.6. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.
- 15.7. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.
- 15.8. The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to be higher than this amount, the same will have to be annually larger between the

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- 15.9. The Purchaser indertakes to make payment of the estimated BCAM charges and FCAM charges for the period stated in in **Annexure 6** (*Unit and Project Details*) from the CAM Commencement Date on or before the Date of Offer of Possession.
- 15.10. Where units in the Building remain unsold after the expiry of 6 months from the date of the OC, the CAM Charges payable in respect of such units after the expiry of the aforementioned 6 months period shall be borne and paid by the Company.
- 15.11. All Maintenance Related Amounts stated in **Annexure 6** (*Unit and Project Details*) are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not Any delay or default in payment of the amounts under this Clause 15.5 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with Interest for the period of delay in payment.
- 15.12. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

#### Club and Other Key Common Areas

- 15.13. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6** (*Unit and Project Details*). For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.
- 15.14. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.
- 15.15. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/operators (Service Providers) in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI (FSI Free Constructed Spaces) by the concerned authorities on account of such spaces so as to facilitate the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organisation subject to the following restrictions:

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

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- b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.16. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/FMC or through the Service Providers/FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.

# 16. PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES

- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 12 (twelve) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation to the purchasers.
- 16.5. If the Property Tax demand comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Property Tax for any unsold units in the Building after the formation of the Ultimate Organization, shall be payable by the Company as charged by the competent Authorities, till such unsold units are sold.
- 16.7. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession as specified at **Annexure 6** (*Unit and Project Details*). The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

BUILDING PROTECTION DEPOSIT

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The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6** (Unit and Project Betails) hereto.

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- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fitout / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, at the time same is formed.

#### 18. INDIRECT TAXES AND LEVIES

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

#### 19. INTEREST

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19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.30) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

#### 20. PURCHASER'S COVENANTS

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

proper condition from the Date of Offer of Possession and shall not do or suffer to be dane anything in or to the Building against the rules, regulations or bye-laws of the Utimate Organisation / Federation or concerned local or any other Authority or

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change / alter or make addition in or to the Unit or the Bullding or any part thereof and shall:

- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company);
- (ii) Not make any changes to the common area/lobby and structural changes in the Building;
- (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
- (v) Not change the location of the wet/waterproofed areas;
- (vi) Not make any alteration in the elevation and outside color scheme of the Building;
- (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation;
- (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to inter alia dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
- (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
- b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- c. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 years from the Date of Offer of Possession and kept in good and proper condition.
- d. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation / Federation;
- e. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

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

The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the company ite. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use of use as guest

house by whatsoever name.

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- The Purchaser shall use the Car Parking Space only for purpose of parking the h. Purchaser's own vehicles.
- The Purchaser shall ensure that the key common areas of the Building viz. entrande lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.
- j. Not to but any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- To pay to the Company within 7 (seven) days of demand by the Company its k. share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.
- l. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- To clear and pay increase in Taxes, development charges, water charges, m. insurance and such other fees, levies, if any, which are imposed by any Authority, on adcount of change of user of the Unit by the Purchaser viz, user for any purposes other than for residential or otherwise.
- In the event the electric meter of the Unit has not been installed by the Date of n. Offer of Possession, the Company shall be obliged to provide power supply to the Unit The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The furchaser shall pay a fixed monthly sum as set out at Annexure 6 (Unit and Project Details) as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months, then the Purchaser undertakes to pay the provisional electricity charges till installation of the electric meter for the Unit.
- o. The Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the unit till such time that the OC is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/Transfer of the Unit after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organisation. Any document for sale/Transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) shall not be valid and not binding on the SUB-Racon pany.

The Runchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable required to provide any furniture, items, electronic goods, amenities,

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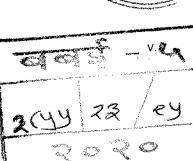
displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

- The Purchaser confirms that this Agreement is the binding arrangement between q. the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- Until a Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.
- The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3rd parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- The Purchaser agrees and acknowledges (and the Purchaser shall cause the t. Ultimate Organisation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Ultimate Organisation and such purchaser of such unsold unit/s shall deemed to be a member of the Ultimate Organisation. Where consents and, or, permissions may be required from the Ultimate Organisation pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation to issue such consents and, or, permissions forthwith on request.

The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof Further, it is hereby agreed that the purchaser/lessees/occupants of these instidunit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with apy/other member of the Ultimate Organisation/Federation. In the event of a MUMB Policiation or breach of the covenants at Sub-Clause 20(t) and (u), the Purchaser will be liable to pay an amount equivalent to 1 per cent of the Total Consideration of the Unit being sold for each month of delay caused.

> ne Purchaser hereto agrees and acknowledges that at the time of handover of the Utimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.

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- w. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.
- x. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- The Purchaser, if resident outside India, shall solely be responsible for complying ٧. with the hecessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comp with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.
- The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other burchasers in the project and/or the Company and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

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

### 21. SPECIAL CONDITIONS

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

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#### 22. MISCELLANEOUS

- 22.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Larger Property or any part thereof.
- 22.2. All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6** (*Unit and Project Details*). Electronic communication (eg. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.
- 22.3. The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.
- 22.4. Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure**6 (*Unit and Project Details*) hereto in the subject line in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

#### 23. DISPUTE RESOLUTION AND GOVERNING LAW

- 23.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 23.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company (Arbitrator).
- 23.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.
- 23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 23.5. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

#### 24. SEVERABILITY

- 24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.
- 24.2. The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

#### 25. WAIVER

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

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ENTRE AGREEMENT

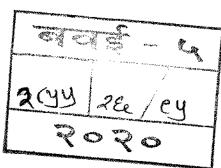
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26.1. The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides,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

#### 27. CONFIDENTIALITY

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



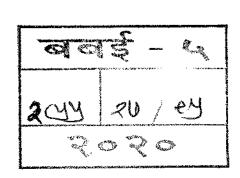


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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED	)	
By the Company within named	)	
MACROTECH DEVELOPERS LIMITED		
through the hands of Constituted Attorney	)	
Mr. Surendran Nair		
authorised vide Power of Attorney	) V	
dated	)	
In the presence of:	)	No. of the second secon
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2. polyalitatal	) / SWAN.	ाक स
	Mu	
SIGNED AND DELIVERED	)	
By the within named Purchaser	)	
Vaibhav Shantaram Uttekar	)	
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In the presence of		[ * * ]





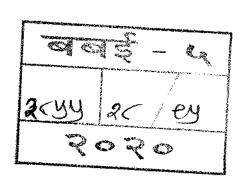
Annexure 1

(Description of Larger Property)

Plot No.	Block-C
Land use of the Plot	(C1-Zone)
Plot Area in sq. mt.	92,600 sq. mtr.
Lease Period	65 years

lying being and situated in Cadastral Survey no. 8 of Village Salt Pan, Mumbai City district.



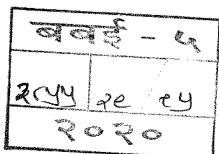


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#### Annexure 2

#### (Chain of Title)

- A. By an Agreement to Lease dated 1st August, 2011 executed between MMRDA, therein referred to as 'the Licensor/ the Authority' of the one part and Lodha Crown Buildmart Private Limited (LCBPL), therein referred to as 'the Licensee' of the Other part, MMRDA granted lice ise and authority to LCBPL to enter upon the said Larger Property for the purpose of carrying out development of the same by erecting building/s thereon and further agreed to grant lease of the said Larger Property for the term of 65 years subject to compliance of the terms, covenants and conditions set out therein.
- B. In view of the aforesaid, LCBPL i.e. the Company herein is entitled to enter upon the said Larger Property and develop the Building and sell the units therein subject to the terms and conditions of the aforesaid Agreement to Lease dated 1st August 2011 and the NOCs and approvals to be issued by the MMRDA.
- C. The name of LCBPL was changed to Bellissimo Crown Buildmart Private Limited and Certificate of incorporation pursuant to name change has been issued by the Registrar of Companies on 6 April 2017. Thereafter, Bellissimo Crown Buildmart Private Limited was merged with Lodha Developers Private Limited. Subsequent to the said merger Lodha Developers Private Limited has been converted into a public company and consequently its name changed to Lodha Developers Limited.





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#### REPORT ON TITLE

- Re Land situated and tying in Cadastral Survey No. 8:of Village Satt Pan Mumbal City District being Plot No Block-C (C1-Zone) admeasuring 92600 aq.mts. at Wadats Truck Terminal, Mumbal (Plot of land)
- I have prepared this Title Opinion in respect of the above plot of land, more particularly described in the Schedule teriphinder written, on the basis of various title documents of the transaction as hereinstite mentioned culminating into allotment and following with execution of Agreement to Lease made available and produced before me for my inspection and perusal, and information and explanation gathered by me in connection therewith, I observe as follows:—
- For the purpose of opinion I have reviewed

  - (iv)
  - tvit
  - Bid/Tender Document with annexures thereto annexed.

    Undated Minutes of the Pra-Bid Meesage held between the Authority and the Bidders.

    Minutes of the After Bid Meeting held of 06/05/2010 between Murnbai Metropolitan Regional Development Authority and the Company.

    Offer Letter bearing No.MMRDA/T&CAMT/791/2010 dated 22<sup>nd</sup> November 2010 and the Lay Out Plant annexed thereto for the said Plot of land admeasuring 92600 sq.m.s.

    Acceptance Letter dated 24/11/2010 by this said Company to the said Authority.

    Agiteement to Lease dated 1<sup>st</sup> August 2011 executed between Murnbai Metropolitan Regional Development Authority of the One Part and Lodha Crown Buildmart Privals Limited of the Other Part.
- Under the various notifications notified by the Gavernment of Maharashtra the said Plot of land came to be vested in Murrial Metropolitan Regional Development Authority (Authority) as a Cwiner thereof who has agreed to lease the said plot of land for development to codia Grown Buildmart Private Limited (Proposed Lessee) as on the date hit this Certificate.

  Mumbai Metropolitan Regional Development Asthority (hereinafter referred to as "the said Authority") has been designated as a Special Planning Authority to develop yest swattee of land filled as "Wadala Truck

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Pradip Garach High Court, Bomba

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passed at the 127th meeting of the Board of Authority held on 26/08/2010, subject to terms and condition mentioned in the Board document.

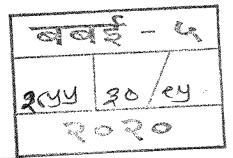
- in the backdrop as aforesaid in the matter, the said Authority by and under its Letter Offer for Allotment of Plot No.Black CO-Zone) under No.MMRDA/T&CAVTT/01/2010 dated 22° Nosamber 2010 (annexed thereto copy of the Block Plan showing location of the plot) addressed to the said Company, inter asia allotted the said company, inter asia allotted the said company inter asia allotted the said continues to the terms and conditions set out therein.
- The said Company by and under letter date 24.2 November 2010 confirmed and conveyed their acceptance of the other of allotment of the said plot of land. 11,
- Later on, the said Company by their letter dated 22" February 2011, had made payment of Rs.380 Crores (Rupees Three Hundred and Eighty Crores Only) by adjusting earnest money for \$25 Crores already deposited with the said Authority within stipulated across of 3 months from the date of the said Offer Letter, as stated therein. 12.
- In the premises aforesaid, by an Agreement to Lessein Form "D" dated 1" August, 2011 executed between Mumbai Metropolitan Regional Development Authority as the Licensor/the Authority of the One Part and Lodhs Crown Bulldmart Private Limited as the Licensee of the Other Part, the said Authority granted Licensee and authority to Licensee to enter upon the said plot of land more particularly described in Land Schedule (8" Schedule), being referred as said plot of lied thereto, to carry our development by erecting buildings thereon and Juther agreed to grant lease of the said plot of land for the term of 55 years for the premium amount of Rs.4050/- Crores and other amounts is terms, coverants and conditions stated therein. 13.
- On the basis of the findings included in this regard and on execution of Agreement to Lease dated 1st August 2011 expanded between Munibal Metropolitan Regional Development Authority of the Order Part and Lodha Crown Buildmart Private Limited of the Other Part is an of the opinion that subject nevertheless payment of batance amount of premium as stated under the Agreement to Lease, the said Company is entitled to develop the said Pict of land free from encumbrances in accordance with the sanction plan by Transport and Communication Division of the said Authority; and upon complision of development of the said Pict of land in

Page 3 of 4

Terminal\* (WIT) (being referred hereto as larger land) pursuant to the Government of Maharashtra wide Notification No. TPB-4305/CR-318/05 dated 0.012/2005 under section 40 (1)(C) of Maharashtra Regional and Town Planning Act, 1886.

- In consequence thereof, the said Authority seized and possessed of or otherwise well and sufficiently entitled to ALL THAY said larger land and any part thereof with right to deal with and dispose the same in the manner prescribed under the provisions of the MMRDA (Disposal of Land) Regulation, 1977.
- Accordingly, the said Authority has faid out said targer land in plots of varying sizes and intended to develop them by laying out roads and other amenities to provide for necessary infrastructure.
- Subject to Mumbai Metropolitan Regional Development Authority (Disposal of Land) Regulations, 1977, as amended (MMRDA Disposal of land Regulation, 1977), and other rules and regulations, the said Authority has for the purpose of disposing of the plot of land bearing Plot No Block-C (Cl Zone) admensuring 92,800 sq.mts. thereinafer referred to as "the said plot of land" forming part of the said larger land floated bidfiender document, in the form of Bookket, providing terms and conditions with annexures thereto including various Porms of Bid, particularly Agreement to Lease, for the auction saile of the said plot of land. In sequel, the said Authority invited bid from the public at large by advertisement for disposal of the said plot of land on lease basis on the terms, covenants and conditions stated in the BidfTender Document.
- Under the instructions and aegis of Metropolitan Commissioner, Mumbai, a public auction sale of the said Plot of land held on 23<sup>rd</sup> April 2010 at Mumbai, Lodha Crown Buildmart Private Limited incorporated Company under Companies Act, 1996 (being referred as "the sald Company") was declared as a successful highest bilder and/or prospective licensee or lessee on opening of the tenders, being highest bid of Rs.4050 Crores (Rupees Four Thousand Fifty Crores only) given by them to take on lease basis or otherwise for the purpose of development of the said plot of land.
- Pursuant thereto, it was resolved that the said plot of land is being offer to be leased out on certain mandatory terms, covenants and conditions the successful highest bidder i.e. the said Company came to be approve by the said Chief (T & C) of the said Authority sa per the Resolution 9.

Page 2 of 4



Pradip Garach 'High Court, Sombe

th Page 4 of 4 5, Roz.-a-Rio Apartments, ta 
ta L 8, S. Road, Kamani, 
Kurak (Wast), Membal - 400 070 
Phone: 5500 5157 
Secondance with the Agreement to Lease, MMRDA shall obscute a Lease 
Deed granting lease of the said Plot of land for the period of 65 years

## THE SCHEDULE ABOVE REFERRED TO (Description of the Plot of land)

Plot No.	Biock - C
Land use of the Plot	(C1-Zone)
Permissible Users	Commercial Office / Business Centers / Shopping Malis, Star Hotels and Restaurants, Entertainment Center, Sports facilities and Residential
Plot Area in sq.mt.	92,600 (including RG)
Lease Period	65 years
Rate/sq.mtr. of Suit up area	INR.81,818,18/-
Total Lease premium	INR, 4050/- Crores

situated and lying in Cadastrel Survey No. 8 of Village Salt Pan Mumbal City District at Wadala Truck Terminal, Mumbai bounded as follows:

On or towards North
On or towards South
On or towards East
On or towards West

Dated this 62th

Ondowards Forth

Dated this 62th

Ondowards Forth

Dated this 62th

Ondowards Forth

On or towards West

On or towards West

On or towards West

On or towards West

Pradip Garach (Advocata High Court, Bornbay)



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s. - 400 670

Pradip Garach

Page : 61 1 6, Roz-a-Rio Apasments, L. B. S. Ruad, Kamani, Kurla (West), Mumbai - 400 070 Phona : 6500 5157

#### REPORT ON TITLE

- Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No.Block-C (C1-Zone) admeasuring 92600 sq.mts. at Wadals Truck Terminal, Mumbai (Plot of land)
- This is Supplemental to my Report on Title dated 2<sup>no</sup> August, 2011 with respect to the captioned Plot of land particularly described in Schedule thereunder written.
- Under the said Report on Title dated 2" August, 2011. I have inter alia stated my findings and opined that LODHA CROWN BUILD MART PRIVATE LIMITED (the Company) is granted ficense to develop the said Piot of land in terms of Agreement to Lease dated 1st August, 2011 in accordance with the senction plan.
- I am informed that ever since execution and registration of the said Agreement to Lease dated 1<sup>th</sup> August 2011, there are no material changes which adversely affect the said scanse for development of the said Plot of land.

Dated this 25 day of January 2012

shalow (Pradip Garach) ocate High Court, Bombay

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No.Block-C (61-Zone) admeasuring 92600 sq.mts, at Wadala Truck Terminal, Mumbal (Plot of land) This is to update my Report on Title dated 2<sup>nd</sup> August, 2011 and Supplemental Report thereto with respect to the captioned Plot of land particularly described in Schedule thereunder written.

SUPPLEMENTAL REPORT ON TITLE

2. Under the Report on Title dated 2<sup>no</sup> August, 2011 and Supplemental Report on Title dated 25<sup>th</sup> January, 2012, I have inter alia stated my findings and opined that LODHA CROWN BUILD MART PRIVATE LIMITED (the Company) is granted license to develop the said Plot of tend in terms of Agreement to Lease dated 1<sup>th</sup> August, 2011 in accordance

with the sanction plan.

3. In sequel, MMRDA has already issued Commencement Certificate for construction dated 30/12/2011 bearing No. T&C/WTT/Block-C/CC/Vol-(8/52/2011 permitting Loads Crown Build Mart Private Limited to carry out construction of the building 5 residential building, one Commercial Building with amenities thereto on terms and conditions stated therein.

Now, Lodha Crown Build Mart Private Limited has raised finance as construction loan on the security of the said Property and construction thereon from HDFC Limited dated 1° February, 2012 under Mortgage Deed registered under No.BBE2-00714/2012 on the terms and conditions stated therein.

Save as aforesaid, there is no material changes taken place in respect of the Title of Lodina Crown Build Mart Private Limited to the said Property.
 Dated this Z day of June, 2012

La sel (Pradip Garach) cate High Court Bombay



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Page 1 of 1

Pradip Garach High Court, Bornbay

Page { of i

6, Roz-a-Rio Apadiments L. B. S. Road, Kamani, Kurla (West), Mumba: 400 070 Mobile:9820501547 Ensail.pradipgatech@gmail.com

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Pradip Garach High Court, Bembay 6, Roz-Rio-Apartments, L. B. S. Road, Kamani, Kuda (West), Mumbai - 400 070 Mobile: 9820501547 Email: predipgarect@gmail.com

#### SUPPLEMENTAL REPORT ON TITLE

- Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbal City District being Plot No.Block-C (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbal (Plot of Isnd)
- This is to update my Report on Title dated 2<sup>nd</sup> August, 2011 and Supplemental Report dated 25<sup>nd</sup> January, 2012 and Supplemental Report dated 27<sup>nd</sup> June, 2012 therete with respect to the captioned Ptot of land particularly described in Schedule thereunder written.
- To the best of my knowledge, there is no pending litigation before any Courts, Forum and Authorities in respect of the captioned Plot of land as on date.

Dated this 20th day of November, 2012

2 Marsh (Pradia Garach) Advocate High Court, Bombay SUPPLEMENTAL REPORT ON TITLE

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbal City District being Plot No.Block-C (C1-Zone) admeasuring 92860 eq.mts. at Wadala Truck Terminal, Mumbal (Plot of land)

This has reference to my earlier Report on Title dated 2<sup>nd</sup> August, 2011 and Supplementals thereto dated 25th January, 2012, 27th June, 2012 and 20th November 2012 thereto on behalf of Lodha Crown Buildmart Private Limited ("Company") with respect to the captioned Plot of land particularly described in Schedule thereunder written.

Under the Supplemental Report on Title dated 27<sup>th</sup> June 2012 I have Deed of Mortgage dated 1<sup>th</sup> February 2012 between the Company and mortgage of the captioned Plot of land.

Over a period of time, the Company has created mortgages and charges from several Banks and Financial Institution for loans and advances on the security of the capitioned Plot of land and several building constructed thereon which are detailed as follows:

a) By Deed of Mongage dated 25<sup>th</sup> October, 2012 between the Company and Housing Development Finance Corporation, which was registered in the office of the Sub-Registra at Mumbai under Serial No. BBE/5/200/2012 of 36th October, 2012 and pertains to Building No. and Wing No. A-1, A-2, B-3, B-4, C-5, C-6, D-8, E-9, E-10 and a Commercial Building, all to be constructed on the self-Blot of Land. the said Plot of land.

b) By Deed of Re-Conveyance dated 25th October, 2012 between Housing Development Finance Corporation and the Company was registered in the office of the Sub-Registrar at Mumbai under Sr. No. BBEIS7201/2012 on 30th October, 2012 and pertains to re-conveyance in favour of the Company, of the Building No. 8-3, 8-4, to be constructed on the said Plot of land.

2) By Deed of Mongage dated 29th October, 2012 between the Company and Central Bank of India, which was registered in the office of the Sub-Registrar at Mumbal under Serial No. BBE/S/20/2/012 on 30th October, 2012, by way of which the Company martiaged a part admeasuring 6549/2985 sq. mts. being Wing B-3 on the said said Piot of land in favour of Central Bank of India for credit facility and on terms, covenants and conditions stated therein.

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- By Deed of Mortgage dated 4th December 2012 between the Company and LIC Housing Finance Limited, which was registered in the office of the Sub-Registrar at Mumbai under Serial No. BBE/56/88/2012 on 4th December 2012 and pertains to Wing B44 admeasuring 39.268/332 sq. ints. on the said Plot of land in twoour of LIC Housing Finance Limited log credit facility and on terms, covenants and conditions stated therein.
- covenants and conditions stated therein.

  Thereafter, documentation executed on 10<sup>th</sup> teach 2014 amongst the said Company as a Borrower/Mongagor, IDBI Trustee Services Limited as a Security Trustee. Central Bank of India, Vileyth Bank (CBI Consortium), LIC Housing Finance Limited (LICHFL) as Existing Librators & Constras Bank, Oriental Bank of Commerce and Andhra Bank (Carrars Bank, Consortium Present Lender) & UBI and Bank of Maharashtra (UBI Bank Consortium Present Lender) which are detailed as follows:

Νp.	Nature of the	ra	
,,,,,	Document	Parties	Date of
Ť.	Master Security	TE - 5 - 1 - 1 - 1	execution
	Trustee		10" March
	Agreement	the Security Trustee, Central	2014
	LABI-GENIENT	Bank of India Viaya Bank	
		LIC Highing Finance	
		Limited, the Present	
	1	Lenders Union Bank of India	
	1	and Bank Maharashtra	
2.	Indenture of		
4.	Mortgage or	The Borrower/Mortgagor in	10 <sup>th</sup> March
	W.C.I.Bada	favour of the Security	2014
		TUSTED   Mile   Denefit of	(Anistared
		Central Bank of India, Vijaya	under
		Bank, LIC Housing Finance	No.8BE3-
	3	Limited the Present	1497 of
		Lenders Union Bank of	2014
		India, Baris of Maharashtra	
		and any tenders other	
		than she aforesaid	
		lenders problems facilities to	
3.	Master Inter Creditor	the Borrower/ Mongagor.	
٠,	Agreement	The Security Trustee.	10 <sup>th</sup> March
	vance nest	Central Bank of India, Vijaya	2014
		Bank, LIC Housing Finance	
		Limited, ine Present	
		Lenders, Union Bank of India	
	<u> </u>	and Berik Maharashira.	
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Pradip Garach

6, Roz-Rio-Apartments, L. B. S. Road, Kamani, Kuria (West), Mumbai - 400 970 Mobile: 2820501547

4.	Loan Agreement	The Borrower / Mortgagor and the Present Lenders	2044
5.	- Greenient	The Present lenders and the Security Trustee for the benefit of the Present Lenders	10th March
6.	Escrow Account Agreement	The Borrower / Mortgagor, the Present Lenders, the Security Trustee for the benefit of the Present Lenders and the benefit of the Present Lenders	10 <sup>th</sup> March 2014
7.	Corporate Guarantee	The Guarantor in favour of the Security Trustee for the benefit of the Present Lenders	10 <sup>81</sup> March 2014
8.	Declaration	The Borrower / Mortgagor in favour of the Present Lenders	10 <sup>th</sup> March 2014

- 5. Under the aforesaid documents, it is inter alia stated that the said Company has taken credit facilities by way of creating respective pari pasu mortgages/charge in favour of IDBI Trusteesh for the sensetion (Central Bank of India, Vijaya Bank (CBI Consortium). LTC Housing Finance Commerce and Andhra Bank (Charate Bank Consortium Present Lender) & UBI and Bank of Maharashtra (UBI Bank Consortium Present Lender) & UBI and Bank of Maharashtra (UBI Bank Consortium Present Lender) & UBI holiudes HDFC Limited on the security of the said land and Buildings viz. Wing A3, A2, E9, E10, F11, G12 and Receivables thereof, first exclusive charge for the benefit of CBI Consortium on Wing B3 and receivables; first exclusive charge for the benefit of LICHFL on Wing B4 and receivables; first exclusive charge for the benefit of UBI Consortium on Wing C5, C6 and receivables and first exclusive charge for the benefit of Canara Bank Consortium on Wing D7. D8 and receivables thereof and first exclusive charge for the benefit of Pipeline Acceding Lenders other than existing lenders i.e. Canara Bank Consortium, UBI Consortium and Future Acceding Lenders on Commercial Building and receivables thereon.
- By Dead of Re-conveyance dated 10th March 2014 executed by HDFC in favour of the Borrower/ Mortgagor, registered with the Sub-Registrar of Assurances. Mumbai 3 under Serial Na BBE3-1488-2014 on 10th March 2014 as evident from the online search copy of the Index ~ If dated 11th March 2014 wherein the said

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#### SUPPLEMENTAL REPORT ON TITLE

- Re. Land situsted and lying in Cadastral Survey No. 8 of Village Sait
  Pan Mumbai City District being Plot No. Slock-C (CI-Zone)
  admeasuring 92600 sq.mts. at Wadula Truck Terminal, Mumbai
  [Plot of land]
- 1. On the instructions of my effent Lodin Crown Buildmart Private Limited ("Company") I have issued Report on Title duted 2rd August, 2011 and Supplementals thereto duted 25° January, 2012, 27° June, 2012, 20° November 2012 and 12th September 2014 thereto with respect to the captioned Plat of Jand particularly described in Schodule thereunder written.
- I hereby update my Report on Title by incorporating material development taken place in the intervening period from 12th September 2014 dil date.
- In my Supplemental Report on Title dated 12th September 2014, I have cited Indenture of Mortgage dated 10th Merch 2014 executed and registered under No.1497/2014 by and between Company as the Borrower/Mortgagor and IDBI Trusteeship Services Limited as a Security Trustee herrinafter referred to as "Indenture of Principal Mortgage")
- 4. Subsequently, the Indenture of Principal Mortgage was amended by execution and registration under No.BSE/F2/16/2014 on 4th December 2014 Amendatory cum Supplemental Indenture of Mortgage was amended by execution and registration under No.BSE/F2/16/2014 on 4th December 2014 Mendatory cum Supplemental Indenture of Mortgage dated 4th December 2014 by the Company in favour of Security Trustee acting on behalf of Bank of India wherein the Company secured financial assistance by creating charge on security of their Property mentioned in SCHEDULE 1 viz. part passu basis land bearing C.S. No.S. Salt Pan Division, Wing A1, Wing A2, Wing E9, Wing E10, Wing G12, Commerical Wing and Receivables thereto for the benefit of CBI Consortium, SCHEDULE III viz. Exclusive Charge on Wing B3 and B3 Receivables thereto for the benefit of UBI Consortium, SCHEDULE IV viz. part passu charge on Wing C5, C6 and C5, C6 Receivables thereto for the benefit of UBI Consortium, SCHEDULE V viz. part passu charge on Wing D7. D8 and Receivables thereto for the benefit of Canada Bank Consortium and SCHEDULE V viz. exclusive charge on Tower 11/Wing F11 and Receivables thereto for the benefit of Canada Bank Consortium and SCHEDULE V viz. exclusive charge on Tower 11/Wing F11 and Receivables thereto for the benefit of Bank of India, on the terms, covenants and conditions stated therein.

Page | of 4

land and the construction of Wing A1, A2, C5, E6, D7, D8, E9, E10 and Commercial Wing and receivables thereof were 18 conveyed and transferred to the said Company.

- 7. By Deed of Re-conveyance dated 10<sup>th</sup> March 2018 executed by Central Bank of India (acting for the benefit of Central Bank of India (acting for the benefit of Central Bank of India (acting for the benefit of Central Bank of India and Vijaya Bank) in favour of the Borrower! Mortgagor, registered with the Sub-Registers of Assurances, Mumbai 3 under Senal No BBE3-1489-2014 on 11<sup>th</sup> March 2014 as evident from the online search copy of the Index Il dated 11 March 2014 wherein the said land and the construction of Wing B3 admessiving 55492-965 sq. mits and receivables thereof were re-conveyed and transferred to the said Company.

  8. By Deed of Release dated 10<sup>th</sup> March 2014 executed by LIC Housing Finance Limited in favour of the Borrower! Mortgagor, registered with the Sub-Registrar of Assurances, Mumbai 3 under Senial No BBE3-1480-2014 on 10<sup>th</sup> March 2014 as evident from the online search copy of the Index It dated 11<sup>th</sup> March 2014 wherein the said land and construction of Wing B4 admessuring 39268-932 sq. mits and receivables thereof were re-conveyed and transferred to the said Company.
- 9. I have caused Search for the year 1980 to 2013 (% years) by D.K. Pats, in the said Registry Office which reflects that the Mortgages referred hereinsbove. I have further taken online Search for the year 2013/14 which reflects aforesaid Re-conveyances and Indenture of Mortgage. In revour of IDBI Trusteeship Services Limited by the said Company.
- 10. On the basis of the findings included in this testiff, as well as earlier Reports referred hereinabove and subject to existing thortogage dated 10<sup>th</sup> March 2014 and other ancillary documents thereto, I once again continuant and certify that (I) the Company i.e. Lodha Crown Buildmant Private Limitedis entitled to enter upon the said land as a licensee and develop the same just has complete possession of the said land as a licensee. (ii) the Company is entitled to be vested with leasehold rights in respect of the said land for a period of 85 years on the terms and conditions set out in the Agreement.

  Dated this 3 day of September, 2014

deroun (Pratic Garach)
rocate High Court, Bornbay

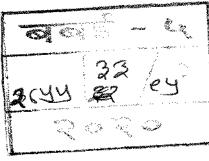
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- 5. By Dord of Roboso district 24th June 2015 executed and registered under No.BBE3-3306/2015 on 24th June 2013 by Security Trastee with the Company whereby the Security Trastee released the part passo charge on the land in the extent of Rs.225 Grores and first exclusive charge on Wing B3, B3 Receivables and Escrow Assount relating thereto on repayment by the Company to the Central Bank of India and Vijaya Bank [CBI Consortium] forming part of the Indonture of Principal Mortgage.
- [CBI Consortium) forming part of the Indonture of Principal Martgage.

  1. By Second Amendatory cum Supplemental Indendure of Martgage dided 25th June 2015 between the Company as a Mortgaguer-Borrower and Security Trustoe which was registered in the office of the Sub-Registere of Assurances at Mumbal under Serial No. BBE/3/0307/2015 on June June 2015 wherein the Company has taken additional credit facility by way of creating part passar clarge in favour of Security Trustee for the benefit of Bank of Haroda Consortium Lenders viz. Bank of Barsala, State Bank of Travancers and Tambordin Mercantile Bank Limited wherein the Company greated charge on security of their Property mentaned in SCHEDULE I viz. part passar basis Land bearing C.S. No.s, Saft Pan Division, Wing A4. Wing A2. Wing E9, Wing E10, Wing G12, Commerced Wing and Receivables thereto, SCHEDULE II viz. exclusive charge on Wing B3 and B3 Receivables thereto, SCHEDULE II viz. exclusive charge on Wing B4 and B4 Receivables thereto for the benefit of JCHPL. SCHEDULE IV viz. exclusive charge on Wing C5, C6 and C5, C6 Receivables thereto for the benefit of JCHPL. SCHEDULE IV viz. exclusive charge on Wing C5 and C6, C6 Receivables thereto for the benefit of JCHPL. SCHEDULE IV viz. exclusive charge on Tower II/Wing FII and Receivables thereto for the benefit of Bank of India, on the terms, openants and conditions stated therein.

  By Third Strandmental Indianture of Martsone dated 26th Center Schem
- 7. By Third Supplemental Indenture of Mortgage dated 26th October 2016 between the Company as a Mortgagor/Borrower and IDB Trusteeing Services Limited, (Security Trustee) which was registered in the office of the Sub-Registrar of Assurances at Mambal under Serval No BBR/1/8189/2016 on 26th October 2015 selection the Company has materials taken additional credit facility by way of extending exclusive charge on security or their Property viz. Wing 84 and 84 Receivables thereto for the benefit of LICHFL on the terms, covenants and conditions stated therein.
- I have seen Contificate dated 5th December 2016 issued by Shravno A. Oupta and Associates, the Practicing Company Secretary to the effect that he has carried out an online Search shrough the Official website of the continuous continuous continuous continuous continuous.

Page 2 of 4





Amendatory/Supplemental Indenture of Mortgages and other ancillary documents thereto, I once again confirm and certify that (i) for Company i.e. Lodhe Crown Buildmant Private Limited is criticled to the said land as a licenser and carcy out development of the same. The Company is also entitled to late, shops, commercial premises and such other premises in the building constructed thereon and to deal and dispose of the same.

Onted this 0 6 day of Junuary 2017 djarain (Prodip Garach) Advocate High Court, Bombay , Pradip Garach Advocate High Court, Bombay 5, Rox-Pio-Apartments, L. B. S. Road, Kemeni, Kuda (West), Mumbal - 400 070 Mobile : 9820101547

the Ministry of Corporate Affairs and his Report inter alia indicates of all the mortgages / charge referred in my Supplemental Report on Ti dated 12/09/2014 and also mortgages and charges montion heroimabove and satisfaction thereof.

- 9. I have not taken independent Search of hitigation filed for and against the said Company in respect of the said Property. I have been informed by the Company that there are following hitigations pending:

  (i) Writ Petition No.2727/2013 by (for Company against the State of Maharashina and Others before the Hon'ble High Court. Dombay inter also challenging Demand Notice dated 23/12/2014 arising out of closure of balcoties in the building constructed on the captioned plot of land and the same is pending.
  - constructed on the captioned plot of land and the same is pending. Writ Pentition No. 1223/2016 by the Company against the Union of India and Others before the Hon'ble High Court. Bombay mer alia challenging operation and immercation of the four communioniums dated 15/12/2015 and 18/12/2016 which directs Regional Director Western Region, Airport Authority of India to cancel the NOC dated 30/10/2013 which gives a height of 139.9 meters AMSL for the buildings to be constructed on the WTT plot. The Communications reduces the height of the buildings from the existing permission of 139.9 meters AMSL and the same is pending

  - buildings from the existing permission of 139.9 meters AMSL and the same is pending. Suit No.925 of 2013 filed by Sachm Sonawane against the Company before the Horrbie High Court Bombay for specific performance of the Agreement duty cancelled by the Company which is pending. Appeal No.202 of 2015 filed by Commissioner of Income Tax (Contral) IV against the Company inter this challenging the Common Order dated 27th June, 2014 passed by Income Tax Appellate Tribunal in (T.A. Nos. 476/M/2014 to LT.A. No. 481 of 2014 and the sense is pending.
- 10. I have taken online Search from the year 2013 onwards till date which inter alia reflects aforesaid Re-conveyances/ Release and Indenture of Mortgages and Supplemental thereto in favour of IDBI Trusteeship Services Limited by the eaid Company.
- 11. On the basis of the findings included in this report as well as earlier Reports referred hereinabove and subject to the existing Principal Indenture mortgage dated 10th Morch 2014 and Pirst to Third

Pradip Garach Advocate High Court, Bombay

#### FURTHER SUPPLEMENTAL REPORT ON TITLE

- E. Land situated and lying in Cadastral Survey No. 3 of Village Sait Pan Mumbhi City District being Plot No.Block.C (Cl.Zone) admeasuring 92500 sq.mts. at Wadala Truck Terminal, Mumbhi (Plot of iand)
- On too instructions of my cisem Lodina Crown Buildmant Private Limited troot tools as Bellisolme Center Buildmant Private Limited ("Company"). I have issued Report on Title dated 2nd August, 2011 and Supplementals therein dated 25% January, 2012, 27% June, 2012, 20% November 2012, 12th September 2016 and 5th January 2017 thereto with respect to the captioned Pear of land particularly described in Schedule thereunder written.
- I hereby issue this Supplemental, in order to incorporate charge of unite of my street, pursuous in Corchestion of incorporation dated ofth April 2017, from Logha Crown Buildman Private Limited to be known as Bolisanna, Crown Statismant Private Limited with offer from 6th April 2017.
- 3 Henco to Report on Title detect 2nd August 2M1 and Supplementals thereto about modifier and be read and construed accordingly. Unted this Oficer follows 2017

sperien

(Pradip Gurech) Advocate High Court, Bosoissy

Pradip Garach High Court, Bombes

### further supplemental report on title

- the Land situated and lying in Cadastral Survey No. 8 of Village Sult Pan Mumbai City District being Plat No Block-C (Cl-Zone) admeasuring 92600 sq.mts. at Wadala Track Terminal, Mumbal (Piot of land)
- On the instructions of my clients Loding Developers Private Limited (carbor known as Bellissime Crown Buildons Private Limited), I have issued Report on Title dated 20st August, 2012 and Supplementals thereto dated 20st January, 2012, 27s. June, 2012 and Supermore 2012, 12th September 2014, 6th January 2017, 7th July 2017 (in 27s September 2017 ("Reports") thereto with respect to the scaptoned Plot of and particularly described in Schedule thereunder withten.
- Ever since the said Reports, there are further judge mentioned material developments taken place necessitated the issuance of this Supplemental to update the title of the said Plot.
  - Amalgamation Order dated 4th light plany 2018 of National Company Law Tribunal (NCLT)
  - Interim Order dated 8th December 2017 in Win Petition 8th No.3450 of 2017 before the Hornes High Court, Bernbay against Order of Chief Controlling Federate Authority (CCRA) dated 17th November 2017 in April 17th Order 28th April 2017 passed by Controller of Stamps
- 3. With reference to amalgamation order. I entersed that by and under Order dated 4th January 2018 passed in Spannary Scheme Petition No.956 of 2017 and 957 of 2017 by the Henries Rational Company Law Tribunal, Mumbai Bench under section 220 at 222 of Companies Act, 2013 Belliation Crown Buildmart Private Lings has been ordered to be analysmated with Lodha Developers Private Lings has been ordered to be analysmated with Lodha Developers Private Lings has been ordered to be analysmated with Lodha Developers Private Lings has been ordered to be analysmated with Lodha Developers Private Lings are business and undertaking of Belliation Crown Buildmart Private Line Instituted to land, building, investments Baris, edvances, apparently, permissions, rights, obliquations have been in Lodha Developers Private Limited.
- Consequently, Lodha Developers Private Linking became excitled to the captioned Plot of land as absolute Owners (Sec. ).

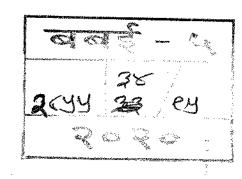
Page 1 of 2

- In my outlier dated 27th September 2017, there is a reference of Appeal proceedings before Collector of Stamps and Revenue Authority. State of Maharashtra as to challenging demand of penalty on agreement to lease. The said Appeal was adjudicated by the Revenue Authority under Order dated 17th November 2017 which in turns challenged in Writ Potition (L) No.3480 of 2017 5-fore the Houble High Court, Bonbay. Under the said Writ Potition, an Order was passed by Nov. his Justice Mr. C.S. Patol on Stab December 2017 whereby Rule is issued. White saving the Rule, His Lordship has also granted interim order to terms of payer "e" and "6" of the Pethion, that is to say, stayed Order dated 17th November 2017.
- In the premises aforesaid, Lodia Developers Private Limited is entitled to develop the said flow of Land.
- 7. Hence my Report on Title dated 2nd August 2011 and Supplemental therein stands modified and in read and innstrued accordingly Dated this [3 day of March, 2019]

garen Buship Oarse fi)
Advocate High Court, Bombay

Page 2 of 3





Pradip Garach

#### FURTHER SUPPLEMENTAL REPORT ON TITLE

- Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt. Pan Mumbai City District being Plet No. Block-C (C1-Zone) admeasuring 92600 sq. mts. at Wadala Frack Terminal, Mumbai (Plot of land)
- 1. On the instructions of my client Lodha Crown Buildman Private Limited (now known as Bellissime Crown Buildman Private Limited (now known as Bellissime Crown Buildman Private Limited) ["Company"] I have issued Report on Title dated 2nd August [21] and Supplementals there o dated 2nd January, 2012, 270 June 2013, 270 November 2012, 13th September 2014, 6th January 2017 and 2th July 2017 ["Reports"] thereto with respect to the captioned Plot of and particularly described in Schedule thereundar written.
- Ever since the said Reports, there are further relyement in respect of the title of the said Property. I hereby update the said Reports with additional documents and necessary elucidadits in connection with the said Reports.
- 3. For the said purpose, I have perused and averaged the following documents in connection with the said Property
  - Deed of Mortgage dated 20/01/20h recorded and registered under No.8885-987/2017;
  - Deed of Murgage dated 63/02/2033 accounted and registered under No.BBE5-623/2017;
  - Deed of Release dawd 12/07/2017 second and registered under No.BBE4-6165/2017;
  - Deed of Kelesse deted 12/07/2017 executed and registered under No BBE4-4166/2017:
  - ROC Search dated 02.09.2017 [Sed Search] iss Shravan A. Gupta and Associates presumt to online carried tut on the Mittistry of Corporar Maries website. {V}
  - Papers and preceedings in respectivel demand proceedings initiated by Collector of Stamps, Thank

Page 1 of 3

- 4. From the persisal of the above documents, I observe as under
  - by Deed of Mortgage dated 20th January 2017 executed amongst Ledha Crown Buildman Private Limited along with Ledha Developers Private Limited (Mortgagor No.1 and Mortgagor No.2) and IDBI Trusteeship Services Limited as a Security Trustee and registered under No.8025-897/2017 whoreunder the Mortgagor has taken credit facility inter sile so the security of the said Pint of January well as Tower Wo.13 (Commercial Building, on terms covenants and conditions stated therein.
  - By Deed of Mortgage dated 3rd Pebruary 2017 executed amongst Lodhs Crown Buildman. Priente Limited (Borrower/Mortgager), Yes Benk Limited (Lender) and IDB Trusteeship Services Limited as a Security Trustee and registered under No. BSS-523/2017 who reunder the Mortgager has a receivable the Mortgager and the mortal limited in the security of the unsaid units of Duilding Evoq constructed on the said Pot of land as well as receivables, on terms coveration and conditions stated therein.
  - The Deed of Martgage dated 10th March 2014 registered under No.1497/2014 inferred in my Repair on Title dated 132 September 2014 under Clauser No.1 has been codecimed and requisite registered Deed of Remove dated 12th July 2017 under No.BBE4-6163/2017 has been executed by IDEI Trusteesing Services limited as a Security Trustee in Remove of Propping in release and re-conveyed the said that a like Company in terms thereof.
  - by Deed of Morugage dated 13th July 2017 executed between Bollessim-Crosen Buildinger Private Landted as a Mortgager and 1DBI Trusteeship Services Limited as a Security Trustee and registeered under No.4862-6146/2017 where under the Mortgager has taken oredit landlay on the security of the said 1901 of land as well as Tower 18s. 7 and 8 along with present and fatter structures thereon more particularly described in Second Schedule thereunder written but excluding the Units sold as mentioned in America fill therein for the benefit of 1.6.7 Finance Limited and 19 Group Companies, on terms covening and conditions strated therein.

Page 2 of 3

Pradip Garach tilah Court, Bombay 6, Roz-Rio-Aperinveris, L. S. S. Rosid, Kamani, Kuris (West), Momitoi - 490 070 Modele - 9820501547 Emistippadipgerach@ginali.com

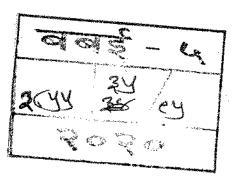
- I have seen Certificate dated 02.00.2017 issued by Shravan a Gupta and Associates, the Practising Company Secretary to the effect that he has carried out an online Search through the Official website of the Ministry of Capparate Affairs and his Repart inter una nationate that hore is a charge in Secont of 1018 Trusteening Services Limited in respect of the and Plot of ixed and Construction thereon.
- The Company mas informed me that of late, the following proceedings is tiled in respect of the said Plot of land: 182)

In the demand proceedings initiated in respect of an apprential current into between taking Cross Buildings, the control of an apprential current into between taking Cross Buildings, Caclinard and MMHOA is respect to the land being Caclinard Survey No. 8 of Village Sab Pan Manthai City Dations being 190, No. Buskey C. (2)—Proposition and Survey No. 8 of Village Sab Pan Manthai City Dations to Wacala Cruck Terminal, Munchai, under the Maharashury Stonip Act, 1957 (the Stamp Act) by the thinkey's of Stamp, Manthai diserting Lodin Cross Buildinary France Limited (now known as Belliasing Cross Buildinary France Limited) of BCISPL to pay set of RCAPA-A-Discoulf purpostedly towards the defice stamp follows and finder, BCISPL has filed an Appeal before the Chief Campality of Survey under the provisions of the Stamp Act which is awarding disposal.

- The Lidgeton referred to mater Clause Nn.9 lity of my Supplemental Report on Trile dated 7th December 2016 has been withdrawn on 14th August 2017 and same is married tradet order Janul 14th August 2017 by their Lordships Howbie Mrs. Juralan Marquita Chellur (Cul) and N.M. Jamedar
- Bence my Report on time dated 2nd August 2011 and Supplementals diereto stands no object and the road and construed accordingly.

Tribul curs Z 7th of September, 2017

SMACH (Pedip Garacia) Advante High Court, Romboy





#### Kurther suppl<mark>emental rep</mark>ort of title

- Land situated and lying in Cadactral Survey No. 8 of Village Sait Pan Mumbal City District being Plot No. Block C. [CI Senci admeasuring 92600 eq.mtc. at Wadala Track Terminol, Membel ["Plot of land"]
- On the invariaments of my Chinek Lights Developers Limited learning Rossen as Ladius Resolvency Private Classed; Sectional Cross. Buildiness School Company's 1 and read Report and Rick dated 11 August 2011 and Supplemental Resolute on Yale Resolute in Supplemental Reports paraclainic Supplemental Reports on Table dated with James 2015, 17th September 2017 and 12th Glasse Ross followed externed in 'Title Reports's later with dated foot the slanguage are antified to develop the such Proc or lind and does with and assess of these or the building communicated on anguance 15th of lines to are particularly communicated in anguance 15th of lines to are particularly communicated in School Resolute venture.
- 2. I know you have compassed by any charts to incorporate communities of the action place in consecution who are the same flow of bond over consecutions who are no action of the rank. But it were no desimilate the same. I become upone on the period that development, but I and Reported upone on the period that there is parameterly than period in the flower parameterly than period in the flower of the detect of the dament, and the flower in the flower of the flower of the datest of the dament.
- In two Reports on Fine direct 27th Suprember 2017, I have little aliant othered force of Meetings direct 26th January 2017 and Deep of Meetings (1914). Not Measure 2017 under Clause Note in and differentially themse.
- 4. The same Vetrologue whose books redeemed by and trude is looked registered Domes. Solition out in Domes of Release control of May Mills inside N. Fistick \$205/2018 concerted by 1006 Prostrocking Survivae and a decimal Trustee in Looke in Commence in the Stangaged Progressias reterred in Arrandom. In the Company to the root and in Doed Angasalee Tugasalee fregula (C)

Pradip Garach High Court, Bombay 6, Roz-Rio-Abartments. L. B. S. Road, Kamani, Kurla (Wast), Mumbai + 408 070 Mobile: 982Q501547 Emakipiradiggarach@grasii.cog/

- Re: Land situated and lying in Cadastrai Survey No. 8 of Village Salt
  Pan Mumbai City District being Plot No. Block-C (Cl. Zone)
  admeasuring 92600 sq.mts. at Wadala Truck Terminai, Mumbai
- 1. I have been requested by Lodha Davelopers Limited (formerly known as Loshha Developers Private Limited / Bellinstrap Crown Buildmart/Private Limited / Lodha Crown Buildmart Private Limited) ("Company") to issue this Additionant to place on record the conversion from private company to public company, pursuant to the Continue of Incorporating dated 14 03:2018.
- 2. I have perused siresh Certificate of Incorporation dated 14 (3.2018) issued by Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodina Developers Private Limited company to Lodina Developers Limited. By mason whereof the name of the Company Lodina Developers Private Limited has changed to Lodina Developers Limited with effect from 14 (03.2018).
- 3. Mence, my Repert on Title dated 2st August, 2011 and Supplementals thereto dated 28st Jenuary, 2013, 27st June, 2012, 22st November 2012, 12th September 2014, 5th Jenuary 2017, 7th July 2017, 27st September 2017 and 13th March 2016 with respect to the captioned Plot of land particularly described in Schedule thereunder critten and development thereon stands monifold and be read and construed accordingly.

  Dated this 2st day of March, 2013

Advocate High Court, Bumbay

Page Loft



of Palesse dates Ard August 2018 under No.BBE4-8535/Abid constant by ISBI Trustenship Services Limited as a Security Trusted to follow the Company to colerant and remaining the Mostpaniel Properties related to the Schedule mentioned mercial

- 3. By Deed of Mortgage dated 13rd March 2018 executed between Leaths Developers Lanticed by Mortgagors and HOM Tristership Sciences Lanticed by Mortgagors and HOM Tristership Sciences Lanticed to a Sectionity Truster and conjected under a state of the Mortgago has taken credit factory from Mat Indicatricative Shance Co. Limited (Lender) by creation of marigings on the Mortgagod Properties viz Pirst partnesses charge with betwee Existing lenders on the said Piot of land word first exclusive charge of the Lender created is factor of the Society Trister acting on her of and for the benefit of the Lender of Severa Josiany with a command factor, structure thereon more participant described in Second Schedule thereigher written, on benefit described in Second Schedule thereigher written, on being communication and outfill has stated thereigh.
- 6. Be another Does of Morrange Gaved 23rd Man is 2018 executed between leading Developers Limited as Morranges and Establing Mothers incomment timesed as Lender/Morranges and registered scalar No.PBE3.85rd, 2018 where under the Morranges has taken credit to day from the Morranges on the security of Morranges Properties on First and exchange charge on all anisold units of thems of the Building Commercial Tower No. 13 (Building M) in the Properties of the Building Commercial Tower No. 13 (Building M) in the Propert critical State of the Armic Devilia, aggregate commercial server area of 33 to 45 to a significance particularly described in Scientific 2 theorems and existent more purchasely described in Scientific 2 theorems.
- is another Deed of Mangage dated 12rd March 2018 executed between Ladin Developers Lamied as Mangagass and Rotats Mahadas Perme Lamies as involver/Subargagas and registered under Sa 14823-5241/2013 where under the Mangagas has taken credit facility from the Mangagas on the accuracy of Mongagas Perpenties to Piest and acclusive charge on all unwold units. I office of the Building Commercial Tower No. 13 (Building II) in the Page 2 of 3. Page 2 of 3

Pradip Garach High Court #

8, Roz-Rio-Apartments, L. B. S. Rristl, Karnurii Kuria (West), Number - 400 070 Mobile : 9820901647 Erhaltipradipgarach@greaiu.com

Project called New Cuite Parade hands agregate commercial carnet area of 57,914.96 squar molecularidationly described in Schedule 2 mercunder written, as myniggregams and conditions stated therein.

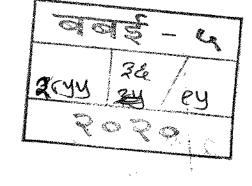
- There is a reference of Income Tax Appendix to 10.1% filed by Commissioner of Income Tax against the clients in Clutter No 9 (sit of my Report on Title dated on January 1017. The said Appeal came to be distributed by Order dated by the british 1018 passed by Hon'ble High Court. Bumbay.
- O. There is also reference of Writ Petition and 1223/2016 filed by my clients against the Union of India in Caside No. 9 file of my Report on Tick dated oith January 2017, by an Debestance of the Subrulery 2018 passed by Hombie High Cours, Edgesty, the end Writ Petition permitted to be withdrawn with liberts of the first petition.
  (9) The Writ Petition (1) No.3480 of 2017 intertioned in Clause 8 of my Supplemental Report on Title days this March 2018 has been registered as Wen Petition No.1308 of Dr. 9
- The Writ Perium (I) No.3480 of 2017
- As otherwise provided become while consisting my marker requests on Title mentioned hereinshove. It is a printen that Leitha Developers Limited are continued to be suited to develop the said Min of land and deal with and dispersion by premises in the buildings constructed (Lercon.
- 12. Honce my Report on Title dates. Supplemental thereto stands modified hed August 2011 and the beyond and construed

Duted this 17 day of 5 xd 2016

garet (Pradip Game h) ate ligh Const. Bombay

Page 3 kd/5





Pradip Garach High Court, Bombay

6, Rox-Rio-Apartments, (. 8, S. Rosd, Kasseni, Kora (West), Mumbai - 500 070 Robiko : 9920501547 eitipradiogarach@gmail.com



Re Land situated and lying in Cadastra Elicary No. 8 of Village Sait
Pan Mumbai City District being 75t No.Block C iCl-Zone)
admeasuring 92600 sq.mts. at Waddle Tauck Terminal, Mumbai
[" the said Plot of land"] and development thereon

#### Background

- 1. On the instructions of my clients Lodhs, Preclopers Limited harber known as Lodia Developers Private Limited; Bellissumo Crossus Buildmart Private Limited; Lodia Crossus Buildmart Private Limited; Company), I have issued Report on Title star 22-2-3 agent, 2011 [Title Report] inter nita certifying that the my dilight air entitled to develop the aforesaid said Plot of land, more particularly described in Schredule bergunder and there under written, and right solidal with and dispose of residential Data, commercial permises and seek other premises in the building being constructed same.
- There are several Supplemental Reports dates 25% January, 2012, 27% June, 2012, 20% November 2012, 12th September 2014, 6th January 2017, 7th July 2017, 27% September 2013, 13th March 2018 and 19th September 2018 issued by me for the purpose of updating the aforesaid foremost Title Report.
- 3 In the case the Trile Report disted 20th January 2012, while referring the forumost Report on Title dated 20th August 2011, through overslobs, the word "registration" is wrongly mentioned over flowing the said Agreement to Ersey dated 1st August 2011 is yet to be "selected. Hence the word "registration" be omitted.
- I have now been requested by my chem's the secondaries certain material developments, which are taken place in consection; with the said Pen of land and construction thereon. With a sign to assimilate the same, I hereby update my Report on Title detect. The dated, 2011 and sold supplemental Report thereto as follows:

#### B: Title Documents Scrutinized

5 For the said purpose I have perused the Receive Records viz. Property Register Gard of the said plot of land, Perusassing a far development of the

Page ( of )2

saed plot of land particularly construction of consinercial hidding, Redemption and Constanding Mortgages is no financial facilities taken on security of the haid flot of fame and constructions thereon, Sourch Reports of online accordes conducted on portical of Inspector Teneral of Sugistration of buil-Registry Office records and Ministry of Company Albary in Ciffer, of concerned Registrat of Companies securids and decomment related to tilth of the grant of lone and plot of lend and revision of lesse promium for the said plot of Land and further such other decomments, donly, as detailed beautifules.

- Medificatory Agreement to Londo duted 21/03/27/16 made between MMSDA & M/s. Ledius Cown Buildment Private (i)
- Honora Market Agreement to Lone. Two evertual on 60/07/2017 made between MMRDA & Bellissing Crown Bushbarat Private Landon to Lone. Three executed an 15/08/2019 made between MMRDA & Lodin Developers United to Lone MMRDA & Lodin Developers United to Louisia.
- (31)

- 19.197.1943 Baog between MBRIDA & Lestine Developers United Rock Search Report 19. Search Report of Sub-Regietry Office Records. 19. Search Report of Sub-Regietry Office Records. 19. NOC for margings and Developer NoC for margings insural by SMRIDA (Sub-Record Information and explanation in comprehen, with the inforestial documents and permissions.

## Further Title Documents Executed By MMRDA in Favour Of The Company in Respect Of The Said Plot of Land

- 6 Medificatory Agramment to Lease 10 reg disast 21/03/2034 made between MSRDA & M/s, buddin Grown Brahlmott Priente Limited, the Parties thereto have modified facilitif Classes 6 in Article (I) of the Agraciment to Lease as in structum of povential of leave premium in terms of minutes of meeting at Town 6 County Defision of MMRDA hald on Yield March 2013 in terms thereof.
- Modificatory Agreement to Lease (Prot everate d on 06/07/2017 made finitives MMRDA & Britishine Union Billishinet Private Laured the Parties from the operated is newled paymons of primiting reflected requirement and approximate the Laured and Ministeriory Agreement in Laure on Ministeriory Agreement in Laure on Ministeriory

Page 2 of 12

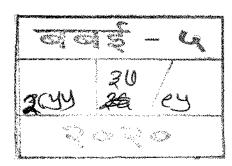
8. Mullibrature Agreement to Lease - (Three) executed on 15/05/2018 made between MMRIA & Locha Developers Limited, the Path's thereo have once again renser table of additional perinter to be changed in proportion to the built up men of which resistantion is bromplete and extended perint for completion of the constitution is bromplete and extended perint for completion of the constitution as mentioned in Cluttee 3, 4 and 5 therein on terms and conditions contained therein.

- Mumbal Metropolitan Pagion Thevelopment Authority ("MMRDA") has listed Commencement Certificate for concurration defeat M9/12/2011 braning No. TAC/WTF/Rev8-C/CC/WH/T//3/3011 permitting Listha Crown Build Must Private Linkted to courty one construction of the building 5 residential building, one Commental Building wite assembles thereto on the sasi Plot of land on terms and monitions stated therein.
- 10. By Amended Commencement Certificate dated 26th April 2016 (sewed by lay Americal Conveniences Certinate intentions April 2016 Inswen by MMRDs under section 45 of Mahamshira Regional Town Flatining Act, 1965, wherein Bellissian Orian BuildMart Private Limited for linear granted the Commissionement Certificate for construction of Commission Stuffding of Econosisting of ground plus 28 floats on terms and conditions stated therein including special condition (Iceco).
- Se-Organization And Restructuring Of Lodha Buildcrawn Friente Limited
- 11. I note that ever a period of time, by reason of Change of Notes Bearmeturing and Conversion, Laddis Crown Bulldman Private Limited and the confinement and another entity infilmately came to be known as Lodha Developera United.

#### F) Mortgages & Releases/Reconveyances

12. I note that that a number of Mortgages referred in my Supplemental Reports are abrusty redemined and satisfied and then respective requisite Deed of Release / Re-convexance are executed and registered by the respective headers and Mortgagers. The particulars of referration / satisfaction and tennining outstanding Mortgagers are summarized as

Page 2 of 12



Pradip Garach High Court, Bombsy 5, Roz-Rio-Apariments, L. B. S. Rosd, Kamani, Kuria (West), Mumba: - 408.070 Mobile: 98.2058;547

9 Deed of Mortgage dated 18/03/2014 of Deed of Rolesse dated verification of the control of the

[Partial Release]

id Dual of Pelease flated
24/66/2015 executed
between
Brustreeshop Services
limited and LodhaCrown buildman Perete
Limited registered under
No. BBED-3380/2015
Sebedial: I part passobasis Laud bearing C.8
No.8. Solt Pan Desson
Wing Al, Wing A2 Wing
EG, Wang E10, Wing
EG, Wang E10, Wing
EG12, Commercial Wing
and Receivables thereto With A. S. Wang Bio. Col. Commercial Wing and Reselvables thereto Scheenbulle if viz perspassis charge on Wing B3 and B3 Receivables thereto on represent of loan to Center Bank of India and Vijoya Sunk (CHI Consortium) [Partial Relaxed]

On 28.03 3018 charge Bugdird in respect of

Sr. Particulars of Deed of Mortgage

Bard of Borigsge dated 01/01/2012 resoluted and registered under No.BBC-2-714/2012 between Lodin Groven Buildissert Private Lamited and Statisting Development Flusives Comparation Camited for Land

Redomption and
Satisfaction of the
morigage
there of Reconveyance
dated 25th October 2013
executed and registered

socused und registered inder No.88E5-201/2012

distered under 1488/2014 between staing Development rance Corporation uited and Lodha Green

onder No.1882.5.3411/2014.
Perweien Heisting
Development Furance
Corporation Limited and
Loddin Crown Buildmant
Private Limited recown
B-3 and B-4 on registration
to PUPC
Release Deed dated
10.002/2014 executed and Deed of Margage annel 20/10/2012 occromed and mgintered under No-PBE/5/200/3012 between techni-Crawa Stationar Private Limited and Margage Pavelopment Piname Corporation Limited for Land and Wings & 1, 4-2, 8-3, 8-4, 6-5, 6-6, fa-7, 2-8, 8-9, 8-10 and a Commercial Statistics Release Deed duted 10/03/2014 executed and registered No 1488/2014 Hostoing D Finance d Finance Corporation
Limited and Loding Crown
Finddmert Private Limited
for Lant and Wings A. I. A.
7, C. S. C. 4, D. 7, D. 8 E. 9
and B. 13 applied
Commercial finiding
Release Deed dated
10703/2014 registered
under No 1469/2014
between Central Bank of
leade and Lodina Crown
Briddmart Private Limited
released Lond and (Wing
8-3) on reportment to
Central Bank of India
2 Release Deed dated
10702/2014 executed and
cepistered
10702/2014 executed and
Release Dated dated
10702/2014 consists
Limited and Lodina Crown
Limited

Deep of Martinge Stated 29/30/2012 exercised and projected under No BNES-003/30/2 by Loddin Crown Buildinger Private Limited and Central Hunk of India for Land and (Weeg B-3)

Deed of Martipage dated 05/12/2032 executed and registered under to ARRANGES AND Detrogen Lodina United to Statement Private Limited and LIC Heading Finance Limited for Load and (Wing B 4)



on Wing 184 and B4 Receivables thereto for the benefit of LiCHFL, SCHEDIEL IV viz. part passes charge on Wing C5. C6 and C5. C6 Receivables thereto for the benefit of USI Cooperium. SCHEDCLE V viz. part passes charge on Wing D7. D8 and Receivables thereto. In the benefit of Canara Brank Consortium and SCHEDIEL VI viz. exclusive charge on Tower 11/Wing P11 and Receivables thereto for the benefit of Bank of India.

New Cuife Pande, Wadalo (Union Bank Consortium). Portial Onisconding

tern loan facility posities from Union Bank Consortium (i.e. Union Bank 200 Corres and Bank 200 Corres which are more satisfied by follower of Property Loddo Electron Traver C5 and Lodha Electron Tower C5 and Lodha Electron Tower C6 and Lodha Electron Tower C6 and Lodha Electron Tower C6 and Lodha Electron Tower C7 and Lodha Electron To

Second Amendatory cum Supplemental Inducture of Sartyinge dated 24/06/2015 registered under Serial So. BBE2-2207/2015 between Company and DBB Teasteeshy Services Lendwa Security Trusteesh part passa, charge of fewart of Security Trustee de the lendit of Bank of Banka Contention Lenders via Bank of Banka Contention Lenders via Bank of Banka Contention Lenders via Bank of Bank Limited wherein the Company cented charge on centricity of their Property mendoned in SOREDILE 1 via part passa basis Land bearing CS, No S, Salt Pus Lond bearing CS, Wing G12, Commercial Wing and Receivables decrees, SCHEDILE II via confuser where on Wing B3 and B3 Receivables thereto, SCHEDILE III via confusion with the Confusion of benein of LICHNE. SCHEDULE IV

First Accordatory min Supplemental Indonues of Mangage Stated 4th December 2014 Indocessing Services Limited Security Treatesting Services Limited Security Treatesting Services Limited Security Treatesting Services Induced Security Treatest Page 1321-1414 Septimited 1 part passar basis Limit bearing C.S. Nord. Suit Pan Devision, Wing 51. Wing 512. Wing 513. Wing 613. Commercial Wing and R.O. Wing 613. Commercial Wing and R.O. and Ed. Recordation therets for the beautiful of CBI Consertium. SCHEDULE 31 vo. (Newtonia Charge) 24ge 5 of 12

Pradip Garach High Court, Sombay

5, Roz-Rio-Abarimenta, i. B. S. Rosd, Karnaev, Kuda (VPSS), Mortbai - 400 070 Mobile : 9820501547 Email:predipga

viz. exclusive charge on Wing C5. Gy and C5, C6 Recalculates thereto for the benefit of UBI Consortium, SCHEDULE viz. pan passa charge on Wing D7. O8 and Receivable thereto for the benefit of Canara Bank Consortium and SCHEDULE VI viz. exclusive charge on Toucker 11/Wing F11 and Receivables thereto for the benefit of Bank in India.

Third Amendatory Indenture by Mortgage dated 26/10/20/0 between the Company as a Mortgagar/Burrower and IDM Trustreship Services Limited (Security Trustreship Services Limited (Security Trustee) registered under Ma.BEL/8189/2016 additional credit facility by way at extending occursive charge on security of their Property viz. Wing D4 and B4 Reactivables thereto for the bunefit of LICHEL v)Thárd

Deed of Mortgage dated 20/01/201 Deed of Release dated between Lodda Crown Buildrage St 1/16/2018 execute Private Limited along with Lodda between IDBI Trustreeship Developers Private Limited (Mortgage Stryless Limited mid No.1 and Mortgage No.2) and IDBI Lidda Developers Limited mid Trustreeship Services tainted registered orgistered indiges No.8BE5-987/2017 Flot of land 30/5/2018 for Piot of land as Power 13 (Commercial Building) and Tower 13 (Commercial Building) for No.8BE5-987/2017 Flot of land as Power 13 (Commercial Building) for No.8BE5-987/2017 Flot of land as Power 13 (Commercial Building) for No.8BE5-987/2017 Flot of land as Tower 13 (Commercial Building) for No.8BE5-987/2017 Flot of Limited and Lodda Crown Buildings of No.2018 between IDBI Private Limited (Borrower/Mortgage) Trustreship Services Limited and Lodda Trustreship Services Limited as Developer Limited Security Trustee registered under No.8BE-982/2017 unsold units of \$5.35/2018 unsold units. Building Even constructed on the scale of Building Comp.

Page 7.6610



Pradip Garach High Court, Sambay

Tower No. 13 the per MMRDs Commencement Certificate Building His in the Project called New Cuffe Parnde having aggregate commercial carpet area of 37,914.96 squat more particularly described in Schedule & thereundser written, on terms covenants and conditions stated therein.

By another Deed of Mortgage data! 25rd March 2018 executed between budges Developers Urinited & Mortgages and Rotak Mahmetra Prinse Lindsed as Lender/Mortgages and conditions that the project of the Mortgage for the security of Martgaged Properties in. First and exclusive charge on all unsold mints / offices of the Building Commercial Tower No. 13 has per MMRDA Commencement Certificade Building Hi in the Project called New Cuffe Parade having aggregate commercial carpet area of 37,914.96 squat more particularly described in Schedule 2 thereunder written, on terms covenings and conditions stated therein.

#### G) SUB-REGISTRAR SEARCH

13. I have caused the required Searches is be the run records of the offices of the concerned Sub-Registrar of Assurances from the year 1980 onwards in respect of the said Plot of landpad disspondion thereon. As per the Search Report submitted by the Mills, sinhapian Advector to me, wave and except, the mortgages /charges in the said plot of the said plot of tend and constructions therefore a said plot of tend and constructions therefore.

Page 9 of 13

recommend on the said Mon of land as well as receivables on repayment of loan to Yes Bank Pacit of Morgage dided 12th this 2017 reseased between Belliosins views Buildman Private Sinking to a Mortgager and ISBN Transcessing terminal bunded as a Security Transcessing registered under No.16104 5166/2017 Flor of land as well us flower No.7 and 8 doing with present and funite solutions should be to be for the bunding the Units sold for the bunding of land and and to display the Different Limited and to droup Companies.

By Dend of Montgage daved The March 2018 executed between Loddin Constraining Covelapers Limited as Mortgagers and Hall Trustneship Services Limited as Accessive Trustneship Services standard as Accessive Trustneship Reporters and Hall Trustneship Services Limited as Accessive Trustneship Reporters are fire part passa charge with other Existing landers on the said that of Exist exclusive charge of the Security Trustneshift and for the Security Trustneshift of the Country Trustneshift of the Country Trustneshift of the Londer size. Let This instructure Finance Company Landed in Town 2 along with present and fature structure thereon

Plot of land as well as recovables (Vex. Book Limited)

By mather Deed of Morigage clared 23rd March 2018 executed between bodha Developers United as Spatigages and Kotak Mahinera treestractin Limited as lender/Mungagee and registered index No.18872.3299/2018 For and excusive charge an all amonth patts 7. effices of the full-line conversion escuence charge on all ansate agains /

Ottinionarive

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iii Undertaking dated 24/62/2012 overgred by Ledius Crown Bulkfinger Private Limited and regovered with Sato-Scipitar of Assurance at Mumbal under Serial No.PRES 1246/2012 in respect of the Plot of Land and

ph Undertaking dated 08/08/2012 executed by Ledtra Crown Buildman Percate Limited and registered with Sub-Neglutar of Assurances at Mumbal andre Serial Not88888 3444 (2012 in cospect of the Pat of Lamit Under the said Ordertaking Lodna Cumen Buildmant Private Limited has undertaken to membrase in the Agrammans to Seil proposed to be enfected us to in respect of Unita consumerated on the Pila of London the affect unrealing that the terms of the Agraement to before will be building upon and embraceable.

#### REGISTRAR OF COMPANY SEARCH (ROC)

I have seen beach Report dated 22.10.2018 beach to Share kunner K. Shetty. The Practions Company Secretary in the effort that he has considered out an order Secretary for the Official explose of the Ministry of Corporate Affairs and his Report into this indicates that sixe and except the mortgages mentioned beginning, the Company have not recalled may mortgages and/or changes in respect of the said plot of land

#### LITIGATION

- 13. These not tolers independent Search of friends in that for and against the said Company by respect of the said Property. These been informed by the Company that these are following linguishing pendings.
  - (ii) Writ Petition No.2737/2018 by the Congress passing the State of Mahamatra and Others before the Hon No. light Court, Stambay here see shallonging Demond Norse, dated 25/C/2c/s arising out of closure of takeomer in the bedding constructed on the conversed plot of land and the some is pending. This linguish will not have not adverse effect to the soil Pet of land and Commercial Building.
  - Such Me,925 of 2010 filed to Suchin Southware against the Company before the Bonbie High Court Bonbie for aposition

Page 10 of 13

Pradip Garach High Court, Bumbs Emak pradipgaraon@ghasil.com

performance of the Agractival duly encoded by the Companion to pending. This litigation is related to the sale of fall are will not have any adverse educe in the life of the Company to the said Plot of land.

- The Collector of Stromps issued Greter dured 28th April 2017 and purportedly levied and domained the defell scoring duty an amount of Rs. (20.49.06,096), and also a problem of Rs. (20.49.06,096), and also a problem of Rs. (21.43.3,000), on Agreement to leave their dured at duren. 2011 executed between MMRDA as Licensey of One Part and Lodha Crown Buildman Private Limited as Licensey of the United Part in respect of the said Flor of Landendard Hermanian Relation Part in respect of the said Flor of Land Under the Manarasium Stromp Act. 1968 (the Stomp Act).
- Against the soid Order, Bellissino Crown Suidin et Privat-tentine med an Appeal Su. 261 of 2017 before the Obel Controller of Sunings and Sevenine Authority, Maherastira State biller, under the provisions of section 528 of the Stang Act childrighns soid key and domain proposed defeat stang dury. The edil Appeal was adjudinated by the Revenue Authority under Order dated 17th November 2017 confirming the edil purported demand existed by The Collector of Stamps
- The Congaint filed West Peorine, No. 1708 of 2018 gla No. 1456 of 2017 before the Beechle High Court. Beneau challengers the Order day of 17th Newmoner 2017 passed by Chief Controller of Stamps and Reseaue Anthority, Mahnrashtras Stare Price 1078A1 Under the said West Pention, on Order has been possed by Fine lock States Mr. S. Fatel on 8th December 2017 whereby Fine is teamed. Write revung the Rule, His Londship has also granted interface order to norms of proper jet and stip of the Petition, that is to say, also of Order doubt 17th November 2017 passed by CoRA and Demand Order of Collector of Stamps dated 28th April 2017 and injunction against Respondent No. 1, 2 and 3 reserved to.

Save as otherwise presented norms, I have been further informed by a clients that there leave been no orders, independent injunctions passed any court nature, the title of my elsents to the said plot of lend in commercial harding thereon, or development of the said plot of lend of the said plot of lend.

916.0° NUMBER! 

424

\* MUME!

16. Sove as otherwise provided herein and subject to the mortgages, referred to above and in terms of the Agreement to Lease. I am of opinion that Lothe Developers Limited are entitled to the said Plot of land, free from encombigances and develop and deal with and dispose of the premises in the buildings or being synstructed thereon.

 Hence my Report on Title dated 2nd August 2011 and Supplemental thereto stands mi-litted and be read and construed accordingly. Dated this 2 day of October, 2018

-garach

(Pradip Caracit) Advocate High Court, Bombay



Pradip Garach

High Coart, Bombay

8 Roz-Rio Apareneris, L. B. S. Rose, Karnak, Kuris (West), Murisbor - 408 070 Mobbis - 9820301647

Pradip Garach Nigh Court, Sombay

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6. Roz-Nio-Aperimente L. 8. S. Rosd, Karneni Kuris (West), Mumbai Mobile : 9820801547

#### FURTHER SUPPLEMENTAL REPORT OF TITLE

- ke: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C (Cl-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mussbui |\* the said Plot of land"} and development thereon
- This is reference to my Feether Supplemental Report on Tallo a 297107201d issood by not be respect of the captioned land Development therein.
- In the said Supplemental in Clause No. 12 of under Boaling (F) Mortipages is Released. Re-conveyances, I have later also referred Outstanding Mortipages in Should of IDSH by no Charles Locha Essendages familied in coapect of Land and Towars incre particularly mentioned the cin.
- In order to closely Consumding Maragages with regards to the said land and deteropment thereon, I hereby confirm that the Commercial Tower No. 13/H constructed on the parties of the said land and land apparament observes are not beging pure of the security of Otto-Andrian Maragages in tasser at 1000 Trusteeship Services Private Limited.

Dated this # 3 % U .v day of Denember, 2018.

ANNA. (Pradip Garacia Svocase Pagi, Co

#### FURTHER SUPPLEMENTAL REPORT ON TITLE

- Re Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C [Cl. Zone] admeasuring 92500 sq.mts. at Wadda Truck Terminal, Mumbai [" the said Plot of land"] and development thereon
- 1. c have lossed, on the instructions of my client Macratech Developers Limited hitherto Lodha Dovelopers Limited ("Company"). Report on Title doubled 25th August 2011 and Supplemental Reports on Title thereofended with 2010 forth of the Limited Supplemental Report dusts 3th Detectible 2016 (Reports on Title") inter also certaiving that the Campany are entitled to the said Pot of land and develop and deal with and dispose of the premases as the buildings or being constructed thereon, on the base of the fadings stated thereon.
- 2 I have new been requested by Macrotech Developers Limited to update the above referred Reports on Title so as to incorporate the following material developments in relation to the title of the ray client to the said Par and development Ourseon:

  - Deed of Edenor and Re-conveyance dated \$55 May 2018 execution registered under Serial No.BBE-4-5204/2018.
     Detect of Edenor and Re-conveyance dated \$55 May 2018 execution registered under Serial No.BBE-4-5204/2018.
     Detect dates \$5,058/2019 addressed to Redissimo Crown Enthármer Private similard than known as Macrotech Developers Lorandi Evi IIC Housing Finance Limited by Ennik of Baroda naturessing that Ladva Grown Enthárder byteate Limited (now Rousins as Macrotech Developers Limited).
     Letter dated \$58/02/2017 addressed to Lodha Crown Rolldmant Private Limited (now Rown as Macrotech Developers Limited). Statu Bapik of Travancine.
     Softer dated \$55/02/2017 addressed to Lodha Crown Buildmant Private Limited (now known as Macrotech Developers Limited). Tamilinad Morcostile Bank Limited.
     Certificate of incorporation dated 24th May 2010 for Change of Isans of Lodha Developers Limited.
- 3 By a Dord of Release and Re-conveyance duted 5th May 2018 executed by H156 Trusteesing Services timited to Sentiny Trustee in Involve of Ledipa Geoelopers Limited as Merigages registered under Serial Ro. SSE of Page 1 or 3

5204/2018 with the Sub-Registrar of Assumers of Mimikai City-i, wherein the Mertgagor redecimed martgage to be a Deed of Mortgagor and 10/03/2016 read with First Amendatory con Supplemental Indomesies of Mertgage duted 4th Detember 2014 indexed a Bibliof Climas 12 of Par Funder hearing Meragises & Releases/Registrations of mc Repair in Title dated 29/10/2018 Le. UBI Conscioling and decreases in neotypage property inculined ander Scheduling and B of Amendate — I therein at and released and re-consequed a fire Mortgagor. In terms thereof.

- 4. By Letter dated 25/05/2019 addressed to Elleman Liouti Kuldinari Private Limited frow known as Marvinch Legislopers Limited for the Mousing France Limited inter also certificate that forestructures from the lean of 150 Crores has been repaid to the land there is no duce outstanding against the said credit facility for the lanke of charifeeniber, this letter is related to repayment of mortgage alpha effects of certain in table of Clause. 12 of Part F under bendund the lands of th
- 5. By Certificate dated 03/02/2017 issued by laight of Beroda additioning that Lodina Crosses Buildmant Primare Limited higher howers as Marcident Developers Limited inter-that certifying that lower are of 250 Crosses Subsequences and the inter-that certifying that lower are of 250 Crosses Subsequences and the inter-that of the security of life add that of 250 Crosses Subsequences and the receivables fire the data of distribution, line lower letter by related to repayment of moragogy extra referred in stable of Clauses 12 of Part F under brodling longers as solerascy/Reconveyunces of the Report on Title dated 20/10/2018 under Second Amendatory our Supplemental Indontries of Markage dated 24/06/2015 regostered under Na MHSCA-330-34810.
- 5. By Letter dated 03/02/2017 addressed in Souths Crown finishmer Private Limited mow known as Macroscoli the books of Crown finishmer Bank of Travancare actor also certifying this Tryla kan of 100 Crottes base been repoid in full and there is no dues resignating against the and credit facility availed of on the security offsite skirl/Pot of land together with Wing 03 and its receivables for the security affairs skirl/Pot of land together with Wing 03 and its receivables for the safe of carrivation in table of lause 22 of Patt F under heading safeguages & Releases/Re-

Page 2 of 3

Pradip Garach

Admosts

High Coun, Bombay

6. Roz-Rio-Abartments, C. B. S. Most, Kamari, Kurta (West), Stumbal - 400.076 Mobile - 9820501647 Email: prad pgarach@gmail.com

conversances of my Report on Title doted 25/15/2018; under Second Americany case. Supplemental Indoceste of Marigage duted 25/25/2015 registered under No.HSE2.CO27.E015.

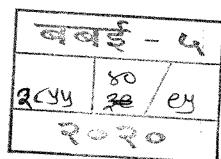
- The lietter duted 0.0702/2017 stoherster to he had Crown Buildment Primate Hinted Innova Innova as Machaten Everdepers United by Familiand Mercardie Both Cindred better the exaction that for long of the Croses has been repaid in the and there, is no duter or establing lighter the sold credit feeding and of an the associate of the sold Rich of land toperhal with Wing B2 and as recomplish for the sake of chafficular, this letter is related to emphysion of mortgage deltas referred in table of Crosse 12 of Part Conterpassion of mortgage deltas referred in table of Crosse 12 of Part Conterpassion of mortgage deltas referred in table of Crosse 12 of Part Conterpassion of mortgage & Rel assess/Recompanies of my Report on The dated 27 (19/2018) united Second Amendatory ours Supplemental Letronne of Mortgage duted 24 (19/2018) registered under Bo BB23-1507/1018
- 8.4 am informed that requisite formal freed at kelease / Deed of Reconveyance will be excessed and registered to respective parses to the respective mortgages to release and reconvey respective mortgaged Proportion to and unto Macratech Developers Landof in due course.
- By a Certificate of Incorporation decat 20th files 2016, pursuant to the change of more under the provisors of Role 79 of Companion flacorporation Roles 2016 issued by Rogistrat of Companies. It is certifical than mane of the Company changed from Leidza Developers United to Macrotrob Developers. Limited to Macrotrob Developers. Limited with offer from and on the Ante of the sand Cartificate.
- 11. In some of the above, I am of the opinion that more Macrobed (twestopers kindled) their known as Lodin Three-bors kindled continue to be entitled to the said Plot of land and decreap and deal with and dispose of the premises in the buildings or being constructed thereon subject to remaining substalling moragage as accurated in my Supports.
- In the premises alors wit, earlier Report on Title and Supplemental threets stands modified and be read and construed accordingly

Patert this 21 day of June, 26(9)

Arradia Garai to
Astrocate High Court, Bombay

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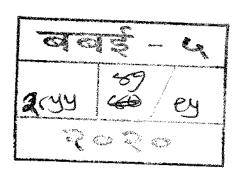


#### Annexure 4

(Key Approvals)

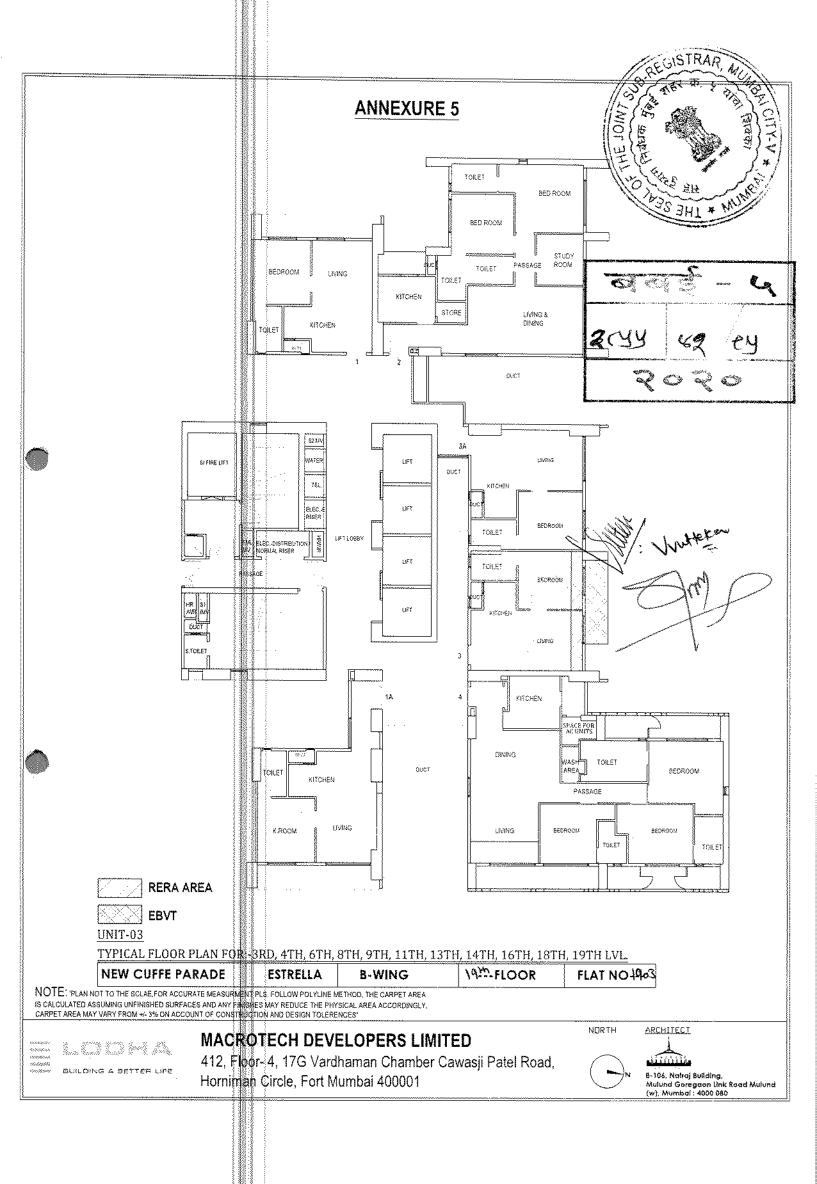
No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1	Environment Glearance	11 June 2014	SEAC 2010/CR814/TC-2	Environment Department, Government of Maharashtra
2.	Amended Commencement Certificate	2 March 2017	T&CP/WTT/Block- C/CC/Vol XIII/496/2017	Mumbai Metropolitan Region Development Authority
3.	Amended Commencement Certificate	1 September 2017	T&CP/WTT/Block- C/CC/Vol XI/185/2017	Mumbai Metropolitan Region Development Authority
4.	Amended Commencement Certificate	26 April 2018	T&CP/WTT/Block- C/CC/Vol XI/815/2018	Mumbai Metropolitan Region Development Authority
5.	Part Occupation Certificate for B3, B4, C5, C6	8 June 2017	TCP/WTT/Block- C/CC/Vol XI/1153/2017	Mumbal Metropolitan Region Development Authority
6.	Part Occupation Certificate for D7	16 August 2018	T&CP/WTT/Block- C/CC/Vol XII/1665/2018	Mumbai Metropolitan Region Development Authority





Methics.





#### Annexure 6

(Unit and Project Details)

(1) **CUSTOMER ID**  : 0001298887

(II) Correspondence Address of Purchaser: 407/ 4th Floor, Shanti Niketan CHS LTD., Sane Guruji Marg, Near Jacob Dircle, Mumbai-400011 India.

(III)Email ID of Purchaser: uttekar3@gmail.com

(IV) Unit Details:

> (i) : NEW CUFFE PARADE - LODHA ESTREU Development/Project

(ii) **Building Name**  : Lodha Estrella

(iii) Wing

: Wing B

(iv) Unit No.

(v) Area : B-1903

	Sq. Ft.	Sq. Mtrs.
Carpet Area	351	32.61
EBVT Area	104	9.66
Net Area (Carpet Area +EBVT Area)	455	42.27

Car Parking Space allotted: 1 nos. (vi)

(V) Consideration Value (CV): Rs.1,46,18,888.00/- (Rupees One Crore Forty Six Lakhs Eighteen Thousand Eight Hundred Eighty Eight Only)

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

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
01	Booking Amount-1	630,000.00	04-03-2020
02	Booking Amount-2	831,889.00	04-03-2020
03	Booking Amount 3 + (# 3) 2	13,155,537.00	02-04-2020
04	Possession	1,462.00	Due As Per Construction
MINTANA	L CONTROL MOUNTAIN	mannanouvou	***************************************

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

- (VII) Reimbursements: Payable on/before the Date of Offer of Possession\*:
  - 1) Land Under Construction (LUC) Reimbursement: Rs.56,405.00/-(Rupees Fifty Six Thousand Four Hundred and Five only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.
  - 2) Electricity Deposit Reimbursement: Rs.1,500.00/- (Rupees One Thousand Five Hundred only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
  - 3) Utility connection and related expenses: Rs.121,000.00/- (Rupees One Lakh Twenty One Thousand only)
  - 4) Share Money: #\$ 600.00/- (Rupees Six Hundred only)



- (VIII) Maintenance Related Amounts: Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
  - 1) BCAM Charges: Rs.94,185.00/- (Rupees Ninety Four Thousand One Hundred Eighty Five Only) covering period of 18 months from DOP.
  - 2) Pipes Gas connection and related expenses (if applicable): Rs.73,200.00/- (Rupees Seventy Three Thousand Two Hundred only)
  - 3) FCAM Charges (if applicable): Rs.116,075.00/- (Rupees One Lakh Sixteen Thousand Seventy Five Only) covering period of 60 months from DOP.
  - 4) Property Tax (Estimated): Rs.17,308.00/-(Rupees Seventeen Thousand Three Hundred and Eight only) covering period of 12 months from DOP.

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 ВНК	5
4 BHK OR LARGER	6

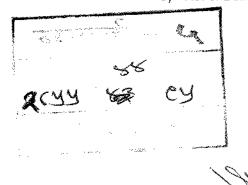
**Building Protection Deposit:** Undated cheque of Rs.45,500.00/- (Rupees Forty Five Thousand Five Hundred only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

- (IX) FEES AND CHARGES TO MMRDA (Payable on demand):
  - 1) Rs.25,000/- (Rupees Twenty Five Thousand Only) towards Reimbursement of MMRDA fees for consent for sale.
  - 2) Rs.25,000/- (Rupees Twenty Five Thousand Only) towards Reimbursement of MMRDA fees for consent for mortgage.

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

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

- (X) Date of Offer of Possession: 31.05.2020, subject to additional grace period of 18 (eighteen) Months and any extension as may be applicable on account of the provisions of Clause 10.4.
- (XI) Project Details:
  - 1) Project Name: NEW CUFFE PARADE LODHA ESTRELLA
  - 2) RERA Registration Number: P51900000521
  - 3) No. of Buildings: 1



Mill: Vinteger



#### Annexure 7

(Common Areas and Amenities)

#### 1. Residential Units

- a. Air conditioned Homes (kitchen, store, toilets and service areas excluded)
- b. Marble flooring in Living / Dining and passage
- c. Marble flooring in Master bedroom
- d. Vitrified flooring in Other Bedrooms
- e. Vitrified flooring in Kitchen and service areas
- f. Fitted Modular Kitchens
- g. Video Door Phone at unit entrance door.
- h. Emergency Alarm in VDP and Gas detector in Kitchens
- i. Provision for data and telephone services.

#### 2. For Each Building / Wing

- a. Tower Entrance Lobby
- b. 4 Nos high speed Passenger Elevators for each wing
- c. One Service Elevator

#### 3. Shared Amenities for a group of Towers:

- a. Personal members Club with Gymnasium and Party Hall
- b. Outdoor Children's Play area
- c. Swimming pool
- d. Kids Pool

All finishes are subject to change at the discretion of the Interior Designers, in the interest of continual improvement of the project.



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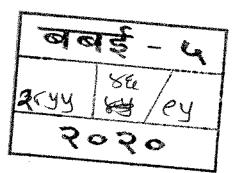
#### Annexure 8

(Special Conditions)

1. Notwithstanding anything contained herein, this Agreement shall be enforceable subject to the conditions covenants and stipulations contained in the Agreement to Lease dated 1st August 2011 executed between MMRDA and the Company. It is hereby agreed and declared by the Company that by reason any assignment, it will not cease to be subject to any of the liabilities attached to the said Agreement to Lease dated 1st August 2011.

#### MMRDA fees and charges

2. The Purchaser shall, prior to the execution of the Agreement to Sell, pay the fees and charges payable to MMRDA as prescribed by MMRDA





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# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP WTT/Block-C/CC/Vol-X/KS/2017

Date:

≈8 JUN 2017

### PART OCCUPANCY CERTIFICATE

M/s. Lodha Crown Buildmart Pvt. Ltd. (Licensee) Lodha Pavillon, Apollo Mills Compound, N.M.Joshi Marg, Mahalaxmi, Mumbai- 400 001,

Sir.

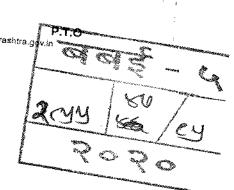
In the Revelopment work of Residential Building B-Wing 3, Residential Building NUM B-Wing 4, Residential Building C-Wing 5 and Residential Building C-Wing 6 of "M/s. Lodha" Crown Buildmart Pvt. Ltd" on plot bearing Block- C of Village -Wadala, situated at Wadala Truck Terminal, Mumbai, Ground to 40 floors with total Built- up Area of 111952.177 sq.m. out of the maximum permissible built up area of 495000 sq.m., is completed. The total Built-up Area which will be occupied for the Residential Building B-Wing 3, Residential Building B-Wing 4, Residential Building C-Wing 5, Residential Building C-Wing 6 up to 40th upper floor is 111952.177 quit of total BUA of 121343.736 sq.m. as show in the following table:

Building/Permissible floors	superstructure	is now issued	A MINGI OC
Building B-Wing	dt.12/02/2014)	(Ground to 40th floor)	balance
(up to 43 floors)	38050.958 Sq.m. (up to 43 floor)	36256.578 Sq.m.	1794.38 Sq.m.
Building B Wing	27626.843 Sq.m.	(up to 40 floor)	71.94.00 Oq.m,
up to 45 floors)	(up to 45 floor)	25394.34 Sq.m. (up to 40 floor)	2232.503 Sq.m.
Building C Wing 5 up to 45 floors)	28123.510 Sq.m.	25432 154 0	· · · · · · · · · · · · · · · · · · ·
uilding C Wing &	27542 405	(up to 40 floor)	2691.359 Sq.m.
ip to 45 floors)	(up to 45.0	24869.11 Sq.m.	2673.315 Sq.m.
otal UA	171747 704 -		20, 0.010 6q.m.
VA	- 1,	111952.179 Sq.m.	9391.557 Sq.m.

The work is carried out under the supervision of Architect, Miss Devyani Khadilkar from 'M/s. Spaceage Consultant', Architect's Registration no. CA/90/13184 and Structural Engineer Mr. Girish Dravid of 'M/s. Sterling Engineering Consultancy Services Pvt. Ltd.' which may be occupied on the following conditions:

- 1. That the provisions in the proposal which are not confirming to applicable Development Control Regulations and other Acts are deemed to be not approved;
- 2. That the certificates under Section 270-A of B.M.C. Act shall be obtained from Hydraulic Engineer MCGM and a certified copy of the same shall be submitted to this office;
- 3. That any change in the user in future would require prior approval of MMRDA;
- 4. That if any user mentioned in completion/as built plans is found changed at any time without prior permission of MMRDA, then this part occupation certificate granted to your premises will be treated as canceled and appropriate action will be taken;

Bandra - Kurla Complex, Bandra (East), Mumbal - 400 051, EPAB: :2659 0001 - 04 / 2659 4000 • FAX : 2659 1264 • WEB SITE : https://mmrda.maharashtra



#### **Special Conditions:**

- 5. The buildings u/r shall be painted by owner/holders once in five years to maintain outer beauty of these building as per Regulation 16.3 of WTT's DCR-2010;
- The applicant shall complete the unfinished internal works before applying for grant of Full Occupation Certificate of the building u/r or before handing over physical possession of premises for habitation whichever is earlier, as ensured by the applicant in his undertaking dt.26/05/2017;
- The applicant shall comply the conditions mentioned in Commencement Certificate No. T& C WTT/Block-C/CC/Vol-III/10/2014 dt.12/02/2014;

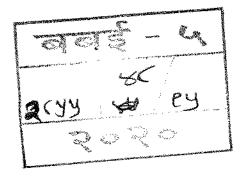
A set of certified Part completion plans (As-Built Drawings No.1/46 to 46/46 (up to 40<sup>th</sup> floors) is enclosed herewith.

Planner
Town & Country Planning Division

Copy (for information w. r. t MMRDA's D. O. Letter dt. 30/01/2009), with set of certific completion plans bearing nos. 1/46 to 46/46 to:

1) The Executive Engineer,
Bldg. Proposals-City-I,
New Municipal Building,
Bhagwan Walmiki Chowk, Vidyalankar Marg, Opp. Hanuman Mandi,
Antop Hill, Wadala (E), Mumbai – 400 037.

2) M/s. Spaceage Consultants (Architect) Shop No.15,B-106, Natraj Building, Sristi Complex, Mulund Link Road, Mulund (W), Mumbai – 400 080.





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/2019 No. TCP/MTT/Block-C/CC/Part OC/Not-XVII ZC

Date: **Z** 4 SEP 2019

# PART OCCUPANCY CERTIFICATE

For Resi, Bleg, D. Weng & for Ground-Floor (part) + Fist Floor(part) + 2<sup>nd</sup> to 38<sup>th</sup> Upper Thors, for Resh, Blog, B.-Wing, 4, for 41 floor & 42 floor, for Resi, Bldg, C-Wing 6 for 41 floor on Plot bearing Block, C, CS No.8(pt) of Wadala Truck Terminal, Village- Sak Pan, Mumbai Giy District).

To, Mrs. Lodha Developer Limited, (Licensea) 412/ Floor -4, 17G Vardhaman Chamber, Cawasii Road, Hornimal Circle, Fort, Mumbai - 400 001.

Sir

in the development work of Residential Building D-Wing 8 of "Mis.Lodha Developer Limited" on Plot bearing Block- C, CS No. 8(pt) of Village --Salt Pan, situated at Wadala Truck Terminal, Mumbai City District, Ground Floor(part) + First Floor (part) + 2nd floor to 38th upper floors, Residential Building B-Wing 4 (41 and 42 floor), Residential Building C-Wing 5 (41 floor), Residential Building C-Wing 6 (41 floor), are completed.

Till date, the Built Up Area (BUA) consumed for which Occupation Certificate(OC)/ Part OC is issued on plot under reference, is as given in table below

Š	s/gringing (	Built Up Area	Date of Issuance
	Resi. Building (B3, B4, C5 & C6) upto 40 upper floors	116216.111 Sq.M.	of OC/Part OC Part OC dt, 8/06/2017 (fead with add all cominering
]	Resi. Building (D7) upto 40 floors	27422.407 Sq.M	dt.29/05/2019) Parl OC dt. 16/08/2018 & 04/12/2018
	Resi. Building /E11/	100	(read with add), all permission dt.29/05/2019)
	(Ground (part) + First (part)	Sq.M.	Part OC 04/12/2018 (read with add, all permission
	Commercial (H)	50251.010 Sq.M.	OC 04/12/2018 (read with addl. alt permission
2	BUA consumed upill now	194515,109 So M	dt 29/05/2019)

Mumbai Metropolitan Region Development Authority

P.T.O.

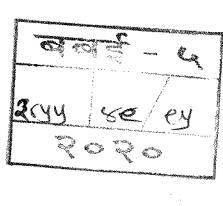
Randro-Kurb Compley, Bundro Eact, Munboi 400 051 1 431 28 28559 1234 EPARY +91 22 2859 0001 / 4000 F +91 22 8959 1112 / 1264

https://mmrda.maharashtra.gov.in

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Residential Building B-Wing 4, Residential Building C-Wing 5, Residential Building The Built-Up Area which will be occupied for the Residential Building D-Wing 8 and C. Wing 6, are as show in the following table:

	× 5		<b>┰┈┼</b> ┋		·····	·····
	BUA for which OC is balanced to	De issued		653.642 Sq.M.	1223.369 Sq.M.	1223,369 Sq.M.
0000	BUA for which part OC is now issued		25456.560 Sq. M. Ilsround Fleor (part) *First Proortpart) * 277	to 38th upper floors] 1216.832 Sq.M. [41 & 42 floor]	656.085 Sq.M. [41 floor]	555.085 Sq.M. [41 floor]
following table:	(for Issuer of the North Color o	dt.29/05/2019)	DWing 8 was placed 38 Aparts   Circle Floor (part)	26273.298 Sq.M.	28343.599 Sq.M.	25726.599 Sq.M.
1/5 BLA as per CC BIA for user.	Superstructure dt.19/08/2019)	24428 558	46*G+38.kozes	28143.772 Sq.M. [G+43 floors]	28222.053 Sq.M. [G+43 floors]	27605.053 Sq.M. [G+43 floors]
Building/s		Residential	D-Wing 8	Residential Buliding B-Wing 4	1	Residential Building C-Wing 6
			1	u. ,,,		

The development work is completed under the supervision of Architect, Miss Devyani Khadikar from 'M/s. Spaceage Consultant', (Architect's Registration No.CA/90/13184) and Structural Engineer Mr. Girish Dravid of Mis., Sterling Engineering Consultancy Services Pvt. Ltd.' (License No. BMC Reg. No. STR-D/59), which may be occupied on compliance of all the following conditions;

- f. That the provisions in the proposal which are not confirming to applicable Development Control Regulations and other Acts are deemed to be not approved;
- 2. That the certificates under Section 270.A of B.M.C. Act shall be obtained from Hydraulic Engineer, MCGM and a certified copy of the same shall be submitted to this office;
- 3. That any change in the user in future would require prior approval of MMRDA;
- without prior permission of MMRDA, then this part occupation certificate granted to 4. That if any user mentioned in completion/as built plans is found changed at any time your premises will be treated as canceled and appropriate action will be taken against

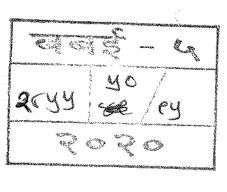
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# Special Conditions:

- 5. The buildings u/r shall be painted by owner/holders once in five years to maintain duter beauty of these building as per Regulation 16.3 of WTT's DCR-2010;
  - The applicant shall obtain and submit ficense for remaining 04 lifts (i.e. Lift No. 5, 6. 7,8) for Resi. Bidg. D-Wing 8 before requesting for grant of full OC of building uit OR before giving physical possession to the flat buyers whichever is earlier as ensured by applicant in their undertaking dt.11/09/2019;
    - 7. The applicant shall pay the delay payment for extension in time period for completion of building Hil November, 2019 as ensured by applicant in their undertaking dt. 19/09/2018;
- 8. The applicant shall pay the outstanding lease premium by November 2019 as ensured by their undertaking dt. 19/09/2019, (ill then MMRDA shall issue permissions only for proportionate area for which lease premium paid by the applicant.
- 9. The applicant shall complete the unfinished internal works before applying for grant of full Occupation Certificate of the Resi. Bidg. D-WingB, Resi. Bidg. B-Wing 4, Resi. Bidg, B.Wing 5, Resi. Bidg. Wing 5 and Resi. Bidg. C.Wing 6 OR before handing over physical possession of premises for habitation whichever is earlier, as ensured by the applicant in their undertaking dt.11/09/2019 and indemnify MMRDA from any agreement compliance between applicant and third party;
  - 10. The applicant shall abide with the decision of Competent Authority regarding NA
- 11. The applicant shall comply the conditions mentioned in Commencement Certificate No. T&CP/WTT/Block-C/CC/Nol-XVII/923/2019 dt.19/08/2019;
- 12. The applicant shall abide with all conditions mentioned in earlier letters from all Statutory Authorities;
- 13. This Part Occupation Certificate is based on the documents submitted by architect and architect shall be responsible regarding authenticity of the same;
- 14. The applicant shall ensure that detection systems are strictly adhering to the 15 Code as mentioned in the Maharashtra Fire Service Office's Circular no. MFS/10/2012/1099 dt. 19/07/2012;

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15. The applicant shall comply with the conditions mentioned in the MCGM's Circular No. CHE/27921/DP/Gen; dt.6/01/2014 (in respect of preservation of documents mentioned at st.no. (a to k) therein) and applicant shall submit undertaking and Indemnity bond mentioned therein before requesting for Occupation Certificate.

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16. The applicant shall comply the conditions mantioned in CFO's NOC dt.30/08/2019, A set of certified Part Completion plans (As-Built Drawings No. 1/17 to 17/17) is enclosed

This Part-Occupation Certificate is issued with the approval of Metropolitan Commissioner

Town & Country Planning Division

Copy (for information w.r.t MMRDA's D.O. Letter dt.30/01/2009), with set of certified Part completion plans bearing nos. 1/17 to 17/17 to:

Vidyalankar Marg, Opp. Hanuman Mandir, Antop Hill, Wadala (E), Bhagwan Wahmiki Chowk, 1)The Executive Engineer New Municipal Building, Bidg, Proposals-City-f,

Mumbai - 400 037.

2) M/s. Spaceage Consultants (Architect) Mulund (W), Mumbai - 400 080. Natral Building, Sristi Complex, Shop No. 15, B-106, Mutund Link Road,

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# mumbai metropolitan region development authority मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP /WTT/Block-C/CC/Part OC/Vol-XIII \$258

4 DEC 2018 Date

For Residential Building D-Wing 7 for Ground Floor (part) + 1st to 3st floors, 4st (part) to 3st (part) and 3st to 4st to 19per floors and for Residential Building Frenting Trock Terminal, Village Salk Part, Mumbal City Districtly. PART OCCUPANCY CERTIFICATE

To,
M/s. Lodha Developer Limited (Licensee)
412/ Floor -4, 17G Vardhaman Chamber,
Cawasji Road, Hornimal Circle,
Fort, Mumbai -- 400 001.

Š

In the development work of Residential Building D-Wing 7 of " Mis. Lodha Developer Limited on Plot bearing Block. C. C.S. No. 8(pt) of Village --Salt Pan, situated at Wadala Truck Terminal, Mumbai City District, Ground Floor(part) + 12 to 3rd floors,  $4^{\rm th}$  (part) to  $35^{\rm th}$  (part) and  $36^{\rm th}$  to  $40^{\rm th}$  upper floors and Residential Building F-Wing 11 Ground Floor(part) + First Floor(part) are completed.

The Built-Up Area which will be occupied for the Residential Building D-Wing 7 and Residential Building F-Wing 11, are as show in the following table:

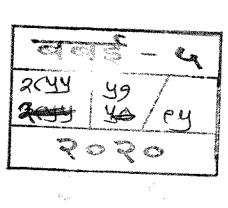
	TO ASSOCIA	RIA TANK		
3	(for Part OC iss Superstructure on 16/08/2018 dt.26/04/2018)	Part OC issued OC is now issued on 16/08/2018	(for Superstructure on 16/08/2018 dt.26/04/2018)	BUA for which OC is balanced to
Residential 2. D-Wing 7 (c. D-Wing 7 (c. Besidential 2.4)	28358.70 Sq.M. (up to 43 floor)	(up to 43 floor) (Part Ground and floor to 35 floor) (Part Ground and floor to 35 floor)	(Part Ground and (Ground Floor (Part) 4 floor to 35 floor) 75° floor and Floor (Part) 10° floor and Flore and Floor	be issued 1882.98 Sq.M.
***************************************	(up to 37 floor)	,	625.58 Sq.M. (Ground Floor(part) + First Floor(part)	23957.73 Sq.M.

P.T.O

Bandra - Kurla Complex, Bendra Fast), Neursal - 400 051 EPABX - 2869 1061 - (Arl 2008 4001 - FAX > 2869 1984 - WEB STE : https://moreta.esables.gov.it







Till date, the Built Up Area (BUA) consumed for which Occupation Certificate is issued on plot under reference, is as given in table below.

	i i	Building/s	Built Up Area	Date of issuance	
!	9		(in sq.ff.)	000	
		Resi. Building (B3, B4, C5 & C6)	111952.18 Sq.M.	Part OC	
		up to 40 upper floors		dt. 8/06/2017	
<u> </u>	N	Resi, Building (D7) (Ground(part)+	19918.13 Sq.M	Part OC	
4		~440-35 upper floors)	-	dt. 16/08/2018	
٢		***************************************	131870 31 Sa M		
			The second secon	Transport Control Cont	

The work is carried but under the supervision of Acchitect. Miss Devyani Khadilkar from 'Mis. Spaceage Consultant', (Architect's Registration No.CA/90/13184) and Structural Engineer Mr. Girish Dravid of "M/s. Storling Engineering Consultancy Services Pvt. Ltd. (License No.BMC Reg. No. STR-D/59) which may be occupied subject to your compliance of all the following conditions:

- 1. That the provisions in the proposal which are not confirming to applicable Development Control Regulations and other Acts are deemed to be not approved;
- Hydraulic Engineer, MCGM and a certified copy of the same shall be submitted to 2. That the certificates under Section 270-A of B.M.C. Act shall be obtained from
- That any change in the user in future would require prior approval of MMRDA;
- 4. That if any user mentioned in completion/as built plans is found changed at any time without prior permission of MMRDA, then this part occupation certificate granted to your premises will be treated as canceled and appropriate action will be faken against you;

# Special Conditions:

- The buildings u/r shall be painted by owner/holders once in five years to maintain outer beauty of these building as per Regulation 16,3 of WTT's DCR-2010;
- 6. The applicant shall obtain and submit license for remaining 03 lifts (i.e. P6, P7,P8) for giving physical possession to the flat buyers whichever is earlier as ensured by Resi, BldgD-Wing7 before requesting for grant of full OC of building uhr OR before Architect in their letter dt. 30/11/2018;
- The applicant shall abide with the decision taken by Competent Authority on defay payment for extension in time period for completion of building as requested by applicant in their letter dt. 18/07/2018 and 23/07/2018;

- The applicant stall complete the unfinished internal works before applying for grant of full Occupation Certificate of the Resi. Bidg D-Wing? and Resi. Bidg F-Wing 11 or before handing over physical possession of premises for habitation whichever is earlier, as ensured by the applicant in their undertaking dt.1/12/2018 and indemnify MMRDA from any agreement compliance between applicant and third party.
- The applicant shall abide with the decision of Competent Authority regarding NA
- 10. The applicant shall comply the conditions mentioned in Connnencement Certificate No. T& C /WTT/Block-C/CC/Nol-XI/915/2018 dt.26/04/2018;
- 11. The applicant shall abide with all conditions mentioned in earlier letters from all Statutory Authorities:
- 12. This Part Occupation Certificate is based on the documents submitted by you and you shall be responsible regarding authenticity of the same,
- 13. The applicant shall ensure that detection systems are strictly achieving to the IS Code as mentioned in the Maharashtra Fire Service office's Circular no. MFS/10/2012/1099 dt. 19/07/2012;
- mentioned at sc.no. (a to k) therein) and applicant shall submit undertaking and 14. The applicant shall comply with the conditions mentioned in the MCGM's Circular No. CHE2799.1/DP/Oen; dt.6/01/2014 (in respect of preservation of documents Indemnity band mentioned therein before requesting for Occupation Certificate.

A set of certified Part Completion plans (As-Built Drawings No. 1722 to 22/22) is

This Part-Occupation Certificate is issued with the approval of Metropolitan

Commissioner.

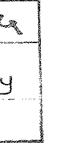
enclosed herewith.

Town & Country Planning Division

Copy (for information w.r.t MMRDA's D.O.Letter dt.30/01/2909); with Natraj Building, Shsh Co. Mulund Link Road, Mulund (W), Mumbai – A certified Part completion plans bearing nos. 1/22 to 22/22 to: 🏻 2) M/s. Spaceage Com Shop No.15,8-106.

Vrdyalankar Marg, Opp. Haruman Mandir, Antop Hill, Wadala (E). Mumbal -- 400 037.

Bidg. Proposals-Clly-I. New Municipal Building. Bhagwan Walmiki Chowk, 1)The Executive Engineer,







# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP AVTT/Block-C/CC/OC/Vol-XIII! 72018

OCCUPANCY CERTIFICATE

|For Commercial Building (It) consisting of 4 level Basement (part)+ Ground - 28: upper floors on Plot bearing Block-C. CS No.8(pt) of Wadala Truck Terminal: Village- Salt Pan, Mumbal City District). #4 DEC 2018

To, VMS. Lodha Developer Limited. (Licensee) 412/Floor -4, 17G Vardhaman Chamber, Cawasji Road. Horinmal Circle, Fort, Mumbai – 400 001.

Š,

in the development work of Commercial Building(H) of \* Mis. Lodha Developer Limited" on Pict bearing Block- C, CS No. 8(pt) of Village --Salt Pan, situated at Wadaia Fruck Terminal, Mumbai City District, 4 level Basement (part) +Ground Floor + 28 upper floors with total Built- Up Area of 50163.03 Sq. M is completed.

The Built-Up Area which will be occupied for the Commercial Building (H), are as show in the following table:

BUA as per CC BUA for which part ffor OC is now issued		50163.03 sq.m.	
BUA as per CC (for Superstructure	dt.06/11/2018)	50163.03 sq.m.	
	Commercial Building (H)	4 level basements (part) + 50163 ground+28 floors	

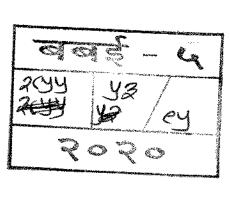
Till date, the Built Up Area (BUA) consumed for which Occupation Certificate is issued on plot under reference, is as given in table belo

	Date of issuance	of OC Part OC	dt 8/06/2017	Part OC	dt. 16/08/2018	
WORD DESCRIPTION	Built Up Area	111952.18 Sa.M		19918.13 Sq.M	131870 31 50 11	
St. Building			1 (Grainding	4 to 35 upper floors) 19918, 13 Sq. M	Offill now	
Sr. Buildings	**O,	Ve to 40 inpar face.	2 Resi Building (D7) (Ground/na.4)	4 to 35 upper flor	S Consumed uptill now 131870 31 S. M.	é

The work is carried out under the supervision of Architect, Miss Devyani Khadiikar from Wis. Spaceage Consultant' (Architect's Registration No.CA/90/13184)

EPABX: 2656 0601 - 04 / 2659 6000 - FAX: 2553 1264 - WEB SITE : NADS/Internal mahamatera gover

SENT OF THE SOLVE SUB 10年18月 Stat 1848 O NEW C MUMB



and Structural Engineer Mr. Girish Dravid of 'M/s. Sterling Engineering Consultancy Services Pvt Ltd. (License No.BMC Reg. No. STR-0/59) which may be accupied subject to your compliance of all the following conditions:

Any of the conditions subject to which the same is granted or any of the Hail Clons imposed by the Metropolian Commissioner is contravened or is not This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-

ii) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained. through fraud or misinterpretation

2. This Certificate shall not entitle the applicant to occupy the land which is not in his The provisions in the proposal which are not confirming to applicable Development ownership in any way.

4. That if any change in the user or constructed premises mentioned/depicted in Control Regulation and other acts are deemed to be not approved

completion/ as-built drawings is found at any time without prior permission of MMRDA then this Occupancy Certificate granted to your premises will be treated as cancelled & appropriate action will be taken.

That any change in the constructed premises and user thereof, any time in future would require prior approval of MMRDA This permission is issued without prejudice to action, if any, under the MR & TP Act,

7. Any condition mentioned in any of the NOC fram any Concerned Authority shall be 8. That the conditions of the Comprehensive Undertaking dated 15/03/2011 and complied with before occupying the property under reference

9. That the utilities like drainage & water-supply arrangements shall be in accordance with the overall arrangements made by MCGM/ MMRDA. Indemnity Bond dated 28/11/2018 shall be achered to.

10. That the certificates under Section 270-A of B.M.C. Act shall be obtained from Hydraulic Engineer, MCGM and a certified copy of the same shall be submitted to P.T.0

Special conditions:

4. The buildings uir shall be painted by ownertholders once in five years to maintain outer beauty of these building as per Regulation 16.3 of WTT's DCR-

within 5 month from issuance of this OC OR before asking for Building Completion Certificate, whichever is earlier ult as ensured by applicant in their under taking dt 28/11/2018, and lifts shall be operated after obtaining License C5, C6, C9, C10, C11, C12, C13, C14, C15, C17, C18) for Commercial Bldg 2. The applicant shall obtain and submit License for remaining 13 lifts (C3, C4,

3. The applicant shall abide with the decision taken by Competent Authority on delay payment for extension in time period for completion of building as requested by applicant in their letter dt. 18/07/2018 and 23/07/2018;

4. The applicant shall complete the untinished internal works before applying for Building Completion Certificate of the Commercial building or before handing over physical possession of premises for habitation whichever is earlier, as ensured by the applicant in their undertaking dt.28/11/2018 and indemnify MMRDA from any agreement compliance between applicant and third party,

5. The applicant shall remove the temporary structure from Commercial building and basement area before giving physical occupation of Commercial Building, as ensured by applicant in their undertaking dt.28/11/2018;

This Occupation Certificate is based on the documents submitted by you and you shall be responsible regarding authenticity of the same.

7. The applicant shall eitsure that detection systems are strictly adhering to the IS Code as mentioned in the Maharashtra Fire Service office's Circular no. MFS/10/2012/1099 dt.19/07/2012,

No. CHERT921/DP/Gen: dt.6/01/2014 (in respect of preservation of documents mentioned at st.no. (a to k) therein) and applicant shall submit undertaking and Indemnity bond mentioned therein, before requesting for Building Completion The applicant shall comply with the conditions mentioned in the MCGM's Circular

A set of certified Completion plans (As-Built Drawings No.1/18 to 18/18)

enclosed herewith.

Commissioner

This Occupation Certificate is issued with the approval of Metropolitan

Yours faithfully

Planner

Town & Country Planning Division

set of Copy (for information w.r.t MMRDA's D.O.Letter ett. 30/01/26 certified Completion plans bearing nos. 1/18 to 18/18 to:

1) The Executive Engineer, Bidg. Proposals-City-I, New Municipal Building, Briagwan Walmiri Chowk. Vidyalankar Marg. Opp. Hanuman Mandir, Antop Hill, Wadala (E).

Mumbai -- 400 037.

Mulund (W), Mumbai -- 400 080 Multund Link Roam Natral Building 2) M/s. Spaceag

P.T.0



No. T&CP/WTT/Block-QCC/Vol-XV/ 548 /2019

Garage 2019. Date:

### AMENDED COMMENCEMENT CERTIFICATE

Permission has been granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant 'M/s. Lodha Developers Limited for the proposed development up to plinth level of Resi. Bldg. T-Wing-2, T -Wing-12 & Commercial Building CT2 and above plinth level Resi. Bldg. B3 (41st floor), B4 (41 to 43 floor), C5 (41 to 43 floor), C6 (41 to 43 floor), D8 (2<sup>nd</sup> to 38 floors) and F11(2<sup>nd</sup> floor to 37 floors), on Plot bearing Block C of Wadala Truck Terminal, Village-Salt Pan, Mumbai City District vide Commencement Certificate under no. T&CP/WTT/Block-C/CC/Vol-XIV/72/2019, Date: 16/01/2019 with Built up Area of 1,70,087.17 sq.m. The Built up Area consumed on this plot is 3,59,624.74 sq.m. (Proposed BUA of 1,70,087.17 sq.m. + Existing BUA of 189537.57 sq.m.) as against permissible BUA of 361322.00 sq.m.

Now, with reference to request received from Architect, the proposed development under reference is revised by deleting Resi Bldg.T-Wing-2 (Built up Area of 21064.21 sq.m.) and T-Wing-12 (Built up Area of 21148.86 sq.m.). Therefore, now the Commencement Certificate under no. T&CP/WTT/Block-C/CC/Vol-XIV/72/2019, Date: 16/01/2019 is valid for the proposed development up to plinth level only for Commercial Building CT2 and above plinth level Resi. Bldg. B3 (41st floor), B4 (41 to 43 floor), C5 (41 to 43 floor), C6 (41 to 43 floor), D8 (2sd to 38 floors) & F11(2<sup>nd</sup> floor to 37 floors), on Plot bearing Block-C of Wadala Truck Terminal, Village-Salt Pan, Mumbai City District

Rest of the conditions from the CC dt. 16/01/2019 (copy enclosed) remain unchanged.

This Commencement Certificate is issued with the approval of Metropolitan Commissioner, MARDA

Sr. Planner Town and Country Planning Division

M.M.R.D.A

umba Metropolitan Region Development Authority

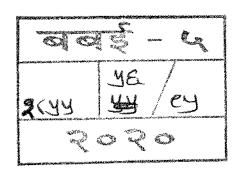
hard-Kurla Complex, Bandra East, Mumbai 400 051 EPABX +91 22 2659 0001 / 4000 F +91 22 2659 112 / 1264 https://mmrda.maharashtra.gov.in

#### Copy with set of approved drawings bearing nos. 1/1

- (i) M/s. Lodha Developers Limited. 412/ Floor -4, 17G Vardhaman Chamber, Cawasji Road, Hornimal Circle, Fort, Mumbai – 400 001.
- (ii) M/s. Spaceage Consultants (Architect)
  Shop No.15,B-106,
  Natraj Building, Sristi Complex,
  Mulund Link Road, Mulund (W),
  Mumbai 400 080.

Copy (for information and recover w.r.t MMRDA's D.O. letter dt.30/01/2009), with set of approved drawings bearing Nos.1/1:

The Executive Engineer,
Bldg. Proposals-City-I,
New Municipal Building,
BhagwanWalmiki Chowk, Vidyalankar Marg,
Opp. Hanuman Mandir,
Äntop Hill, Wadala (E),
Mumbai – 400 037.







29 MAY A 2014

No. T&CP/WTT/Block-C/CC/Vol-XV/ 54% /2019

Ar. Devyani Khadilkar

Spaceage Consultants (Architect)

Shop No. 15 B-106. Mulind Burding, Shatt Complex. Mulind Link Road, Mulind (W),

Mumbai - 400 080.

Proposed Addition and alteration work in the existing Residential Building 53, 84, CS, CS, D7 and existing Commercial Building - H on Piot Block-C, C.S. No.8(pt) of Wadala Truck Terminal, Village-Salt Pan, Mumbai City District for Mis. Lodha Developers Limited

Yours letter No. --Nii, dt 29/03/2019, 16/04/2019, 30/04/2019, 03/05/2019, 07/05/2019, 15/05/2019, 17/05/2019 and 21/05/2019. Ref

S

Please refer to your above cited letter under which you have requested to grant approval for carrying out the addition and alteration work in the existing Residential Building B3, B4, C5, CS, D7 and existing Commercial Building H on Plot Block-C, C.S. No.8(pt) of Wadala Truck Terminal, Village-Salt Pan, Mumbai City District for Mis. Lodha. Developers Limite

Accordingly MMRDA has approved the proposal of proposed addition and alteration Building -H for premises as shown by red-colour line in the accompanying drawing no. works in the existing Residential Building 63, 84, C5, C6 and D7 and existing Commercial 01/61 to 61/61.

Built Up Area as Per proposed addition And Anu (in sq.m) 37872.62 26273.29 26343.60 25726.60 193889.53 27422.41 50251.01 The details of the BUA building wise are given in table below o.

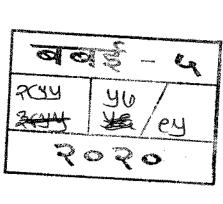
Building's Building and addition and alteration permission issued by MMRDA (in sq.m.) 36258.58 25404, 16 25481.73 50266.24 88772,19 24869 11 25494.37 (up to 40 floors)
Residential Building CS
(up to 40 floors)
Residential Building C6 (up to 40 floors)
Commercial Building "H
(up to 40 floors)
BUA consumed till now (up to 40 (bors) Residential Building 84 Residential Building 83 (uti to 40 foors) Residential Building D7 S 2

Municai Metropolitan Region Development Authority

P.T.O.

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The approval is issued subject to the following conditions:

- risk, damage etc., ansing out of the proposed internal alterations work (as mentioned in M/s. Lodna Developers Limited has indemnified 'MMRDA' and its employees against any Indemnity Bond dt. 20/05/2019 submitted by you to MMRDA;
  - 2) M/s. Lodha Developers Limited shall obtain Consent for the proposed Addition-Alteration, if required and MMRDA shall stand indemnified & its officers/ and toy the for all earlier, drawings that will be replaced by applicant.
- 3) Mis. Lodha Developers Timited shall share thase drawings with the finite trait to whom earlier drawings have been issued.
  - 4) The work shalf be carried out under supervision of Architect, Structural Engineer and/or Site Supervisor as per approved plans,
    - The date of starting and completion date shall be informed to MMRDA;
- 6) Four Copies of as-built drawings shall be submitted showing the completed work.
- 7) The Completion Certificate for the proposed work shall be obtained from this office before occupying the premises under reference;
- 8) No Structural changes shall be made other than shown in the plan enclosed herewith & Structural Stability Certificate from Structural Engineer for the executed work shall be submitted to MMRDA before requesting for completion of the work;
  - 9) All the conditions mentioned in the Chief Fire Office. NOC dated 16/05/2019 shall be compiled and the NOC from CFO for occupation shall be submitted before requesting for Completion Certificate;
- (0) Any change in these approved premises would require prior approval from MARDA,
- 11) Mis. Lodha Developers Limited shall obtain permission under provision of other applicable status wherever necessary;
- 12) M/s. Lodha Developers Limited will be solely responsible for equal distribution of common areas like AHU to lets/ etc. and MMRDA should not be held responsible for that:
  - 13) Mrs. Lodha Developers Limited shall not misuse fire escape corridors/ niches/ ductretevation treatment and A.H.U. as per the Undertaking submitted on 13/05/2019;
    - 14) This permission is issued without prejudice to legal matters pending in court of law, if any,
- 15) This permission is valid for 12 months from the date of issuance of this letter and it is renewable only once for further period of 12 months by charging revalidation fees [as per MCGM's Circular dt.27/03/2012);
  - (5) The applicant/Developer/Architect/Structural Engineer shall comply with DCR's provisions applicable from time to time and not violate any conditions mentioned in the NOCs/approvats obtained from various agences from time to time:

47) in the event of the breach of any of the above conditions, the permission given shall be treated as cancelled and further action as deemed fit will be initiated without any further This permission is granted without bias to any action initiated by any department of MCGM/ A crawing duly stamped in returned havewah as a token of approval.

sylerence by MMRDA.

MMRDA.

Gelandan This permission is issued with the approval of Metropolitan Commissioner, MMRDA.

(C.Y.Khandare) Sr.Planner, T.& CP Division

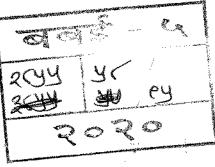
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Copy with set of approved drawings bearing nos. 1/61to 61/61;
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(i) Als. Psor 4, 17G Vardhaman Chamber,
Cavasii Road, Homimal Circle.
Fort, Mumbai ~ 400 001.

(ii) The Executive Engineer,

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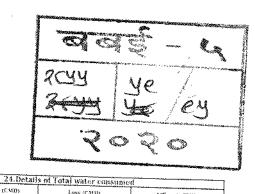
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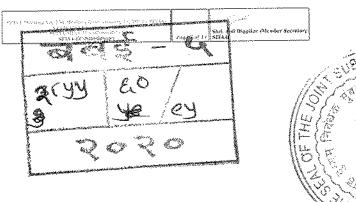
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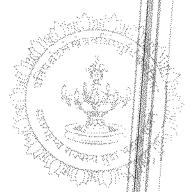


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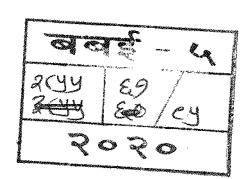
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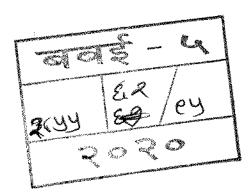
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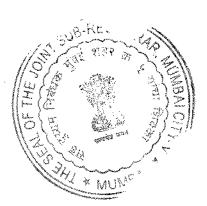
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# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP MTT/Block-C/CC/Vol-X/ns3/2017

Date:

€8 JUN 2017

### PART OCCUPANCY CERTIFICATE

To, M/s. Lodha Crown Buildmart Pvt. Ltd. (Licensee) Lodha Paviller, Apollo Mills Compound, N.M.Joshi Marg, Mahalaxmi, Mumbai- 400 001.

Sir,

In the development work of Residential Building B-Wing 3, Residential Building B-Wing 4, Residential Building C-Wing 5 and Residential Building C-Wing 6 of "M/s. Lodha Crown Buildmart Pvt. Ltd" on plot bearing Block- C of Village -Wadala, situated at Wadala Truck Terminal Mumbai, Ground to 40 floors with total Built- up Area of 111952.177 sq.m. out of the maximum permissible built up area of 495000 sq.m., is completed. The total Built-up Area which will be occupied for the Residential Building B-Wing 3, Residential Building B-Wing 4, Residential Building C-Wing 5, Residential Building C-Wing 6 up to 40th upper floor is 111952.177 out of total BUA of 121343.736 sq.m. as show in the following table:

op to 43 floors	(ap to 45 1100f)	(up to 40 floor)	2673.315 Sq.m. 9391.557 Sq.m.
(up to 45 floors) Building C Wing 6 up to 45 floors)	(up to 45 floor) 27542.425 Sq.m.	25432,151 Sq.m. (up to 40 floor) 24869,11 Sq.m.	2691.359 Sq.m.
(up to 45 floors) Building C Wing 5	27626.843 Sq.m. (up to 45 floor) 28123.510 Sq.m.	25394.34 Sq.m. (up to 40 floor)	2232.503 Sq.m.
Building/Permissible floors  Building B-Wing 3 (up to 43 floors)  Building B Wing 4	superstructure dt.12/02/2014) 38050.958 Sq.m. (up to 43 floor)	is now issued (Ground to 40 <sup>th</sup> floor) 36256.578 Sq.m. (up to 40 floor)	BUA for which OC is balance

The work is carried out under the supervision of Architect, Miss Devyani Khadilkar from 'M/s. Spaceage Consultant', Architect's Registration no. CA/90/13184 and Structural Engineer Mr. Girish Dravid of M/s. Sterling Engineering Consultancy Services Pvt. Ltd.' which may be occupied on the following conditions:

- 1. That the provisions in the proposal which are not confirming to applicable Development Control Regulations and other Acts are deemed to be not approved;
- 2. That the certificates under Section 270-A of B.M.C. Act shall be obtained from Hydraulic Engineer, MCGM and a certified copy of the same shall be submitted to this office;
- 3. That any change in the user in future would require prior approval of MMRDA;
- 4. That if any user mentioned in completion/as built plans is found changed at any time without prior permission of MMRDA, then this part occupation certificate granted to your premises will be treated as canceled and appropriate action will be taken;

Bandra - Kurla Complex. Bandra (East). Mumbai - 400 051. EPASX: 2659 0001 - 04 / 2659 4000 - FAX: 2000 1264 web site; hitps://mmrda.maharashtra.g P.T.O



#### **Special Conditions:**

- 5. The buildings u/r shall be painted by owner/holders once in five years to maintain outer beauty of these building as per Regulation 16.3 of WTT's DCR-2010;
- The applicant shall complete the unfinished internal works before applying for grant of Full Occupation Certificate of the building u/r or before handing over physical possession of premises for habitation whichever is earlier, as ensured by the applicant in his undertaking dt.26/05/2017;
- The applicant shall comply the conditions mentioned in Commencement Certificate No. T& C WTT/Block-C/CC/Vol-III/10/2014 dt.12/02/2014;

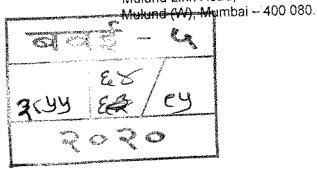
A set of certified Part completion plans (As-Built Drawings No.1/46 to 46/46 (up to 40<sup>th</sup> floors) is enclosed herewith.

Planner
Town & Country Planning Division

Copy (for information w. r. t MMRDA's D. O. Letter dt. 30/01/2009), with set of certified Pa completion plans bearing nos. 1/46 to 46/46 to:

1) The Executive Engineer,
Bldg. Proposals-City-I,
New Municipal Building,
Bhagwan Walmiki Chowk, Vidyalankar Marg, Opp. Hanuman Manding
Antop Hill, Wadala (E), Mumbai – 400 037.

 M/s. Spaceage Consultants (Architect) Shop No.15,B-106, Natraj Building, Sristi Complex, Mulund Link Road,







#### MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

No. T&CP/WTT/Block-C/CC/Vol-X8 (855/2017

# 1 SEP 201

#### AMENDEO COMMENCEMENT CERTIFICAT

Permission is hereby granted under Section 45 of the Mahar Personasion is hereby granted under Section 45 of the Micharisshia (Regional & Town Planning Act. 1996) (Maharashtra Act No XXXVII of 1966) to the applicant Mile. Belifishing Crown Buildmant Pvt. Ltd.' for the proposed development up to and above plinth level of Resigns in and Commercial Buildings on Plot no Block-C of Wadsta Truck Terminal, Mumbai, with BUA of \$75,000 At M. (Proposed BUA of 2,67,127,271sq.m. + Existing BUA of 1,11,952,178 sq.m.) as against section promisable built up and a proposed to the plant is 4,90,000 00 sq.m. as given below and as depicted of planthing in 01/98 to 38/98. The Commercement Certricate up to and above plinth is granted on the following conditions.

Viz.

Bullding No.	Wing No.	escement Contificate is he Storey/Regre	Communicament }	Proposed Built Up Area Iso m.)	Total Height of gniblished building
Residential	1	4 level Basement • G+42	Plinth		5m) 135 50
Beliding A	2	4 level Sasament • G+43	Planth		124 30
Residential Bulløing E	G	4 level Basement + Past soft Part G439	Pisna		192 25
	10	4 level Basement + Stilt +36	Pieth		\$16.93
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	Commo	ncement Certificate is here	by granted for propagate	SEVERAL CONTRACT SERVE	n ofieth
Commençial Building H	-	4 lovel Basement + G+29	G + 29 «oper 8.20»	41552 155	:15 80
Realdential Building D	7	4 isvet Basement +Part stilt and Part G443	G • 43 sapper ligitor	26989 057	134.30
Rusidential Building F	11	4 Kvel Basement +	G + 39 upper figer	23675 585	124 85
Residential Building D	e e	4 level Basement +Part still Peri Ground +40	G+46 upper ton	25914 768	₹26 60
tr=====			TAL TAL	1,18,141,617	:
расистони Гларовом е	BUA a	sidersial Building R. Wing 3 i s per Pari OC dt. 8/06/2017) ! Residentia: Building A-Vi	Ann 1 8 2 2 Market	1,11,952.179 1,48,995,654	
(-Wing 9 & 10 (8(pl)	නලේ විශා	ding G-Wing 12 and Wing ( SUA to be consumed on got	B3(pt), B4(pt), C2()	1,79,089.45	

- This permission/ Commencement Certificate shall not until papilicant to build on land which is not in this ownership in any way:
- This certificate is highly to be revoked by the M nex, MMRCOA di

- his certificate is liable to be revoked by the Metropolius of improsonner, MMRDA if. The development works in respect of which permission is granted under this certificate is not carried out or the earth thereof is not in accordance with the same properties plans. Any of the conditions subject to which the same is granted or aby of the restriction imposed by the Metropolitan Commissioner of MMRDA is contraversed a reject complied with:

  The Metropolitan Commissioner, MMRDA is a satisfied timing the same is obtained through through or inserpresentation and in such an event, the applicability and severy person serving late strongly or insteh his state fibe details the deemed to have carried out the development work in contravention at section 43 or 45 of the Manarosbura Regional Town stanning Ass.
- This Commencement Certificate is valid for a period of sea year from the di-be renewed theregives Kuria Complex, Bondon (Flago Magnolus) Cod 1951 CPARX (24% (501) 64 / 2464 (594) FARX (25% (25% 12% -

napå Revesta essere susse p

- The applicant shall obtain revised NOC from EEET, spaces and americanants made in 1<sup>th</sup> level basement for grant of Occupation Certificate: Owision) of MCGM for additional parking library to a MMRTA hadare envisors.
- 24. The applicant shall compay the conditions mentioned to the EIA Clearance issued by Environment Departments of 05/09/2011,17/301/2013 and 11/05/2019 and detain the revised EIA Clearance for the attendment coade in the earlier approved proposal and subset the same to MMRDA before applying for grant of Occupation Certificate.
- 25. The applicant shall comply the condition Committee of 13/04/2015; in the revised NOC issued by the High Rise
- 26 The applicant shall comply the coordinate mentioned in coerant to establish recited by MPCB on \$111172011 and also obtain the revised consent is establish from MPCB for amendment made proposed and submit the same to MMRDA before assessed for grant of CC above pixels for Building At 8.2 as assured by architect in their letter at Durschaffs.

  27. The applicant shall comply the conditions mentioned in the revised NOC issued by Chief Enga, M.8. Shall MCCM et al. 22/14/2015.
- 27. The applicant shall comply the conditions ment 5) of MCGM of . 22/04/2015; rised NOC issued by Chief Engg. (M &
- 28. The applicant shall obtain the NOC from Pest Corrido Office (PCO) of MCGM for swimming pool and submit the same to MMRDA as ensured by the Afeliges in his tetter d. 18/11/2011.

  29. The applicant shall provide the Solar Assisted Swiser Healing System as per Regulation No 21 of WTT's DCR.
- The applicant shall obtain NA order and sub-Certificate; he before applying for grant of Ocr
- 31 The applicant shall get the plot boundaries applying for grant of Occupation Certificate; The applicant shall inform the institutions. fine issued with amended GC;

- issued with amended CC:

  33 The applicant shall use ready mix concrete with aligned 15% fly ash for construction work on plot or as per the Regulation No. 18,1 of WTT's DCR 2018

  34 The applicant shall adhere to and fulfill all title photolions and requirements of UDD's Order No 17PB-432001863/CR-108/2001/CD-11 0.05/11363/CB-108/2001/CD-13 0.05/11363/CB-108/2001/CD-13 0.05/11363/CB-108/2001/CD-13 0.05/11363/CB-108/2001/CD-13 0.05/11363/CD-13 0.

- 39 The applicant shall comply the conditions membered in the Commencument Certificate dt.12/02/2014 for Residential Building E-Wing 3.6 Wing 4. Building CeWing 5.6 Wing 5.

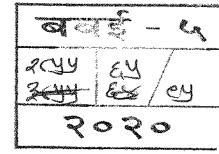
  49 This CC supersedes the service CC issued by SNRTON on 12/02/2014, 27/07/2015, 15/10/2015.
- ant Certificate is issued

Planter Ountry Plan



- Fig. Commencement Cethfactic is renowable every year but such extended period shall in no case exceed three years, after which it shall lagse provided further star noch tapse shall not but any soblequent application for fresh permission under section 44 of fraskitashtra Regional Town Planting Act. 1966
- Conditions of this certificate shall be brinding not only on the acceptant bull also bishier their successors, executors, administrators and assignees and every person deriving title through or order
- The provisions in the proposal which are not confirming to applicable Development Control Regulations and other acts are deemed to be not approved.
- The proposal disalline gol contined to be earthquake reastant from the boonsed structural engineer and certificate shall be submitted to MMRDA before Occupation Certificate.
- Any development carried out in contraversion of the Commencement Certificate is listly to be treated as unsufficited and may be proceeded against under socked 0.3 or in the case may be, section 54 of the 4.8 T.P. Act, 1956. The applicant and/or the same in such travers may us proceeded against under section 52 of the sam Act. To carry our an unsufronzed development is treated as a cognizable offered and is punishable with expresement apart from the fine.
- The applicant shall parallel permissions under the provisions of other applicable statues, wherever nations say, provide Commencement of the construction.
- 10 The applicant shall obtain an advance connection (not commissioned) for utilities and services and submit same to MMRCAs before applying for grant of Occupation Certificate as ensured by Architect in their fetter of 04/05/2015.
- Construction beyond penth level should not be commensed without obtaining Commencement Certificate above planti-level from MMRCN, and the exident should not be apolyted without obtaining Occupancy Certificate from MMRCN;
- 12 The applicant shall be solely responsible for templatine of all the conditions meno-NOCarClearances such as EIA Clearance, CFC etc.
- 13. The applicant shall develop RG areas and shall plant the required number of fleus on the biol under reference as par the DCR and obtain the SIOC from Tive Authority of MCGSt before applying for grant of Chronotocy Collificate.
- 14 The applicant shall ensure that detection systems are strictly adhering to the IS code as mentioned at Maharashira Fire Service office's circular no. MFS/16/2612(1099). dt 18/97/2012.
- The applicated shall provide Rein Water Harviteling System as per UEO's Notification No IPB/432001/2133/CR-230/21/UO-11 Ot 100/3/2005.
- The Applicant shall comply the conditions mentioned in thir MCRAN's Circular no CHI-V2792/UDP/ Gen; of D6/01/2014 on respect of preservation of documents mentioned at still no (a to k) therein) a spokeast shall submit Undertaking X indemnity Bond mentioned therein before requesting for
- 17 The applicant shall pay the Building and Other Construction Labour Welfare Class to the competent Authority and submit a copy of inocipit to this office:
- 18 The applicant shall obtain all the recessary final NOOS-Completion Certificities/degrances relating to writer expely severapplicationage SVID, The CPO etc. from NOOM and submit the same to MMEDA before applying for Occupancy Certificate for the buildings on the land under reference.

- Special Conditions:
  19 The applicant shall comply the conditions of Agreement to Emile dt 81438-2011
- 26 The appropria shall bettern the NOC from Cant Aviation Authority and submit the same to MMRDA before starting of the construction work above height granted by Civil Aviation Authority's NOC at 30(10/2013) and 15(12/2015).
- The applicant shall obtain the NCC from BEST for Electric Substation and Electric Meter Rooms and sound the same to MMRDA before applying for grant of Occupancy Certificate as instanted Architect in their lotter or 12/08/2017.
- 22 The applicand shall obtain and solund the revised CFO a NOCMAGM for the unbefore inquesting any further amendments in the drawings.



(ii) Mrs. Spaceage Consultants (Architect) Stop No. 15, 5-106, Natray Building, Sister Complex, Jacked Link Road, Muland (W), Mumbai - 400,000

Copy (for Information and recover w.r.t MMRDA's D.D.Jetter dt.30/01/2009), with set of approdrawings bearing Nos. 1/98 to 95/98:

The Executive Engineer.
Bidg. Proposati-City-I.
New Municipal Budging
Bhagwan Watmbo Chows, Widyatankar Marg. Opp Harroman Mande.
Amop Hist. Wadala (E), Monthai – 400 037.





#### **MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY** मुंबई महानगर प्रदेश विकास प्राधिकरण

WTT/Block-C/CC/V68X91/436/2017

- 2 MAR 2017

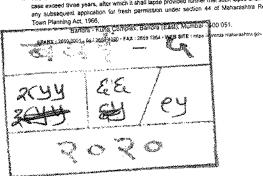
#### AMENDED COMMENCEMENT CERTIFICATE

Permission is iteraby granted under Section 45 of the Maharashtra Ro Planning Act, 1986 (Maharashtra Act No XXXVIII of 1986) to the applicant 'Mis. Locks Crown Buildmart Pvt. Ltd.\* for the proposed development above plints level of Residential Building 5 - Wing 8 or Plot no. Block of Wedate Truck Terminal, Mumbal, comprising of 4 level Basement + Pert Stilt and Part Ground floor + 52 upper floors (restricted up to 19<sup>th</sup> floor) with StuA of 31680.376 Sq.M. (restricted up to 25234.73 Sq.M. up to 39th floor) as against the total permissible Salestanders 34,94. Freetrieses up to 222241 3 of the policy of the policy of the policy of the policy 4,95,000 00 sq. m. as given below and as depicted on drawing no. 1/17 to 17/17. The Commandment Certificate above plints up to 39° upper floors is granted on the following.

Bulleting No.	Wing No	Stotey/flacers	Commencement certificate lossed Up to	Programal Beilt Up Ares (sq.m.)	Total Height of proposedd building (m)
		a lever Experiment - G-53	Piocen		162 3G
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acidectial	<del>- 5</del>	4 level Basement + Part stat Fact	2001D		187 67
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			St. 524 B. State up. Nichtung.	28954 958	1 188 30
Registerital	3	G+53	G • A3 upper floors (up to 134.85 m)	1	167.86
	- 4	6+95	G+a5 upper fittore (up to 135 45 rs)	27628 843	. 167.00
Reeldonbad Bullgiing C	5	Part still + year (5+55	G-45 upper fisitin (up to 138 48 m)	28123 SCC	97.65
	8	Pertison + part G+55	(3+25 Lopper Books (405 to 136 45 m)	27642 475	18185
Соппниса		4 Sproi Basement - G-41	G = 34 (()pper 9007 (cg to 134 40 m)	46437 964	167 30
Building H		4 igye: Badenera +Part size and	G + 47 upper 8001	2953/24	167.67
Residential	3	Part (1-55	(Lp to 139 35 m)		
Bulkting 11 Residential	85	4 aver Bassevent + G=55	(\$ + 40 upper floor (40 to 121 m)	24325 10	(5f 2g
Besilding #		.4	G + 39 speer fico-	28234 73	157.95
Residential Buttoing ti		4 level Separation - Part (c): Part Ground +52 was up to 43 upper fluor of Building	5 (8 to 119.05 M)		<u> </u>

- This permission! Commencement Certificate shall not entitle the applicant to boild on land which is not in his ownership in any way.
- 2. This certificate is hable to be revoked by the Metropoliten Commissioner, MMRDA is

- The development works is respect of which permission is granted under this certificate is not carried out for the very present works is respect of which permission is granted under this certificate is not carried out for the user thereof is not in accordance with the sanctioned plains. Any of the conditions subject to which the same is granted or any of the restriction imposed by the Metropolitan Commissioner of MMRDA is confisered or is not complete with. The Metropolitan Commissioner MMRDA is confisted that the same is obtained through though missioner instances and in such an every, the applicant and every person deriving life brough or under him shall be disement to have carried out the Development work is contravention of section 43 or 45 of the Matanasthria Regional Town planning Act. 1996.
- This Commencement Certificate is valid for a period of one year from the date herhol and whave to be renewed thereafter.
- This Commencement Certificate is tenewable every year but such extended period shall in no case exceed tive years, after which it shall large provided further that such apps shall not ber any subsequent application for fresh permission under section 44 of Maharashma Regional



- 25. The applicant shall comply the conditions mentioned in the EIA Clearance is Environment Departments ct05209/2011,17701/2013 and 11/06/2014 and obtain the EIA Clearance for the amendment made in the earlier approved proposal and submit to MAIATDA before applying for grant of Occupation Certificate;
- The applicant shall comply the conditions mentioned in the revised NOC issued by the High Rise Committee of (30/4/2016).
- 27. The applicant shall comply the conceions mentioned is consent to establish issued by MPCB on 11/11/2011 and also obtain the revised consent to establish from MPCB for emenament made proposal and solumit the same to MMRDA before applying for grant of CC above ploth for Building A1 8 A2 as ensured by architect in their setter at: 04/06/2015;
- 28. The applicant shall comply the conditions meroloosid in the revised NOC issued by C (M  $\delta$  E) of MCGM of 22004/2015.
- The applicant shall obtain the NOC from Pest Control Officer (PCO) of NCGM for swimming poor and submit the same to MMROA as ensured by the Architect in his retter of 1911/12511.
- The applicant shall provide the Solar Assisted Water Heating System as per Regulation No.21 of WTT's DCR.
- 31 The applicant shall obtain NA order and submit the same before applying for grant of Occupation Certificate;
- 32. The applicant shall get the plot boundaries verified or confirmed by Lands Cell of MMRDA before applying for grant of Occupation Certificate:
- 33 The applicant shall inform the institutional institutions as and when the plans are amended and issued with amended CC
- 34. The applicant shall use ready mix concrete with at least 15% by ash for consmusion work on pict ub as par the Regulation No. 15 t of WYT'S DCR -2010;
- 35. The applicant shall adhere to and stiff all the conditions and requirements of UDO's One No. TPB-433001:88 NOR-108/2001/UD-11 os \$311/2001 8 MCGM\*s crosses to No. TPB-433001:88 NOR-108/2001/UD-11 os \$311/2001 s because of the habitable uses permated in the basement of the habitable uses permated in the basement.
- 36. That the requirements of provisions mentioned in the Appendix J of the WET DCR for disabled persons shall be applicable to the Respectful Building D-wing 8:
- 37 The applicant ships comply as the conditions mentioned in Committee of the Committee
- 28. The nesevent D.C. requisitions sentitioned by the Government from bins to time are explicable
- 39. The applicant shall comply the conditions realisated in NOC of Monorair of 2010/2016.
- 40 This CC supersades the banker CC issued by MMRDA on 20/84/2016;
- 41. The applicant shall pay the basishook least with interest (1), 18% p.s.) for end interest of applicant in his letter of 2015 10014. This Commencement Certificate up to the upper floors is used Commissioner.

Piant Planter Town and Country Page 被無果の本

with set of approved drawings become nos. Hi? to 1717 to;
(II) Sile. Locha Crown Baldeman Per, Ltd. (Licensee)
Locha Pration Apide Siles Compound.
N.M. Joshi Mars. Marsalama, Martine 400 011
(II) Mis. Spaceage Consolitants (America 400 011
Shop No. 15, S-105
Natral Building, Sinds Complete.
Melland Link Road, Musered (W) Alumbat 400 080.

Copy (for information and recover w.i.t MiRRDA's D.O.latter dt.30101/20 approved drawings bearing Nos. 117 to 1777 to:

The Executive Engineer.
Bio, Proposals-Cay.
New Municipal Building.
Bingyean Walmain Crows. Vidyalankar Mang. Opp. Hanaman Mandir.
Antop Hill, Wadala (E). Municipal — 400 037.

- Conditions of this certificate shall be binding not only on the applicant but all successors, executors, administrators and assignees and every person deriving water time.
- The provisions in the proposal which are not confirming to applicable Dev Regulations and other acts are deemed to be not approved
- The proposal shall be got certified to be earthquake resistant from the sociose engineer and certificate shall be submitted to MMRDA before Occupation Certificate.
- Any development carried out in consevention of the Commencement Certificate.

  Any development carried out in consevention of the Commencement Certificate is listle to be treated as unauthorized and may be proceeded against under section 53 or, as the case may be section 54 of the M.R.R. T.P. Act., 1996. The applicant and/or five agents in sight cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognitable offerce and is punishable with improcessment apart from the fine;
- 10. The applicant shall obtain an advance connection (not commissioned) for utilities and services and submit same to MMRDA before sophying for grant of Occupation Certificate as ensured by Architect in their letter of 04/08/2015;
- 11 The applicant shelf obtain Occupancy Certificate from MMRDA as par the provisions of Development Regulation, 1991 of MCGM which are applicable to Waddla Truck Terminal Area;
- 12 The bolding should not be occupied without obtaining Occupancy Certificate from MMRCA;
- 13 The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCe/Clearances such as EIA Clearance, CFO atc.
- 14. The applicant shall develop RG areas and shall plant the required number of trees on the pict under reference as per the BCR and obtain the NOC from Tree Authority of MCGM before applying for grant of Occupancy Certificate;
- 15 The applicant shall ensure that detection systems are strictly adhering to the IS code as mentioned in Maharashtra Files Service office's circular no. MFSrt0/2012/1099 or 19/07/2012.
- The applicant shall provide Rain Water Harvesting System as per UDD's Notification No.TPB/432901/2133/CR-Z30458/0-11 0t.10/03/2006;
- 17. The applicant shall comply this conditions mentioned in the MCGM's Circular no. CHEQ79210PF Gen. dt. 08/01/2014 (in respect of preservation of documents mentioned at sr. no. (a to k) therein) & applicant shall submit Undertaking & Indemsity Sond mentioned therein before requesting for Corupation Certificate.
- 16. The applicant shall pay like 'Building and Other Construction Labour Welfare Cess' to the competent Authority and submit a copy of receipt to this office;
- 19 This applicant shell obcain all the necessary finel NOCoCompletion Certificates/degraces/desiring to water supply, sewerage/drainage, SWD, Tree, CFO etc. from NCGM and submit same to MMRDA before applying for Occupancy Certificate for the buildings on the land unreference;
- The applicant shall comply the conditions of Agreement to Lease dt.01/08/2011;
- 21 The applicant shalf obtain revised NOC from EE(T & C Division) of MCGM for additional packing spaces and symperments made in t\* level basessent and submit the same to MMRDA before applying for grant of Occupation Certificate;
- 22 The applicant shall obtain the NDC from Clie Aviation Authority and submit the same to MARDA before applying for grant of Commencement Certificate above 121.895 M AMSU.
- 23. The applicant snat obtain the NOC from BEST for Electric Substation and Electric Mi Rooms and submit the same to MMRDA before applying for grant of Occupancy Certificate ensured by applicant ondertaking of 02/08/2012 and Architect in it is letter dt (3/01/2014;
- 24. The applicant shall obtain the revised NOC from CFO, MCGM for the amendments made in the drawings approved by CFO and submit the same to MMRDA before applying for grant of Occupation Certificate:





Office of the Registrar of Companies
Everest, 100 Marine Drive, Munchai, Maharashtra, India, 460002

Certificate of Incorporation pursuant to change of name was in suite 29 of the Companies Antorporation. Rules, 1914;

Corporate Identification Number (CIN). U45202MH3507FTC169025

I hereby certify that the name of the company has been changed from LODELL'S ROWN BUILDMANT PRIVATE LIMITED to BELLISSIMO CROWN BUILDMART PRIVATE LIMITED to the effect from the date of this certific and that the exceptany is limited by shares.

Company was originally incorporated with the name Lodha Crown Buildings Private Limited

Oliver under my hand it Mumbal this Slath day of April two thousand sevention

Ripardity of Language Arthur 1997 TRUPYL SERBIASH SHARMA

Registrar of Companie RoC - Membai

.

Marting Address as per record evaluable in Registry of Companies office: BEI LISSIMO CROWN BUILDMART PRIVATE LIMITED

412. Flace- 6, 17G Verdhamso Chembor, Cewasji Patol Road, Hossiman Circle, Friq. Mumboi. Mumboi City, Maharashtea, India. 489001

#### BEFORE THE NATIONAL COMPANY LAW TRIBUNA MUMBAI BENCH

BELLISSIMO CROWN BUILDMART PRIVATE LIMITED

- Petitionics of Transferor Company

LODHA DEVELOPERS PRIVATE LIMITED

... Pethigher ?/ Transferee Computer

In the matter of the Companies Act, 2013

AND

to the matter of Sections 230 to 232 of the Companies
Act 2013 and other applicable previsions of the
Companies Act 2013;

AND
In the matter of Schome of Analgoration ("Scheme")
between Bellissimo Crowe Bulldman Private Limited
("Transferor Compeny") and Ladin Developers Fris av
Limited ("Transferor Compeny") and their respective
shareholders and crediber.

Judgmund Order delivered on 4th January, 2018

Corem: Hen'ble B. S.V. Prakash Kumar, Member (I) Hon'ble V. Nallananapathy, Member (I)

For the Petitioner(s):

Mr. Hemant Sethi its Homent Sethi & Co.
Mr. S Ramekantha, Joint Director in the following of the of Regional Director
Mr. Pervez Naikwadi Asaprana Registrier of Companies, Munitial

Per: V. Neliexensparky, Member (T)

#### ORDER

- Heard the learned counsel for the Pellitoner Companies. None appearabilities for the Coun to oppose the Scheme or to contravene averaging made in the Petilities.
- 2. The sanction of the Tribunal is sought under section 230 to 232 of the Companies

  Act, 2013, to the Scheme of Amalgametion between Bellissimo Crown Subidmen.

Private Limited and Lodha Developers Private Limited and shell respective shareholders and creditors.

2. Learned Commet for the Patitioner Companies sisten that the Transferor Company

- 2. Learned Commet for the Peritioner Companies states that the Transferer Company was incorporated with the main object of real estate development and construction activities and is presently engaged in the business of real estate development and construction activities. The Transferee Company was incorporated with the main object of real estate development and construction activities and presently it is engaged into real estate activities, trading of building material and dealing in transferable development rights.
- The proposed Scheme of Amelgamation will achieve the following primary benefits:
  - To enable better realization of potential of the business, yield beneficial results and emissioned value creation for the companies and their respective shoreholders.
     lenders and employees;
  - Reducing operational and compliance cost;
- Achieving operational and management efficiency; and
- Systemics arising out of consolidation of business, such as, enhancement of out worth of the combined business to capitalise on future growth potential, opened utilization of resources.
- The Petitioner Companies have approved the said Scheme by passing the Hoard Resolutions which are annexed to the Company Scheme Petition.
- fi. The Learned Counsel for the Petitioner Companies further states that, the Petitioner Companies have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consumence with the orders passed in Company Summons for Directions.
- 7. The Learned Counsel for the Petitioner Companies further states that the Petitioner Companies have complied with all requirements as per the directions of this Tribunal and they have filed necessary Affidavits of compliance in the Tribunal Moseover, the Petitioner Companies through their Counsel undertakes to comply with all statutory requirements, if any, as required under the Companies Act. 1956 (2013 and the rules made there under whichever is applicable. The said undertaking is accepted.
- The Regional Director has filed an Report dated 1" January 2015 making inflator that save and except as stated in paragraph IV of the said Affidevit. It appears that



CSP NO. 956 OF 2017 AND CSP NO. 957 OF 2817

"The difference between the share capital of the Transferor Company and investment in the Transferor Company shall be adjusted in the reserves." is not permissible. Accordingly, Part-II Clause 6.3 of the Scheme needs to be dictived.

- 9. In 30 far as observations made in paragraph IV. (a) of the Report of Regional Director are concerned, the Petitioner Companies through its Counsel undertakes than the in addition to compliance of IND AS 103, the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 (IND AS 8) etc., as may be applicable.
- 16. In so far as observations made in paragraph IV. (b) of the Report of Regional Director is possessed, the Petitioner Companies through its Counsel confirm that the Petitioner Companies have served notice of Scheme on the servete to.
- II. In so fur as observations made in paragraph IV. (c) of the Report of Regional Director is concerned, the Pethioner Companies through its Counsel undertake to comply with all applicable provision of the Income Tax Act. 1961 and all tax issues arising out of the Scheme will be over and answered in accordance with law.
- 12. In so far as observations made its paragraph IV. (d), of the Report of Regional Director is concerned, the Pathioner Companies through its Counsel confirm that the Transferor Company and the Transferor Company have served notice of Company Scheme Application upon the RERA authority vide latters dained to September 2017.
- 13. In so far as observations made to paragraph (V (e) of the Report of Regional Director is concerned. Transferor Company may be allowed to securif their paid by the Provisions of Section 132(3)(1) of the Companies Act, 2013.

  14. In so far as observations made in ...
- id. In so far as observations mode in paragraph IV (I) of the Report of Regional Director is concessed, the Transferee Company decough its Counsel submits that there is do occounting treatment prescribed for accounting for cancellation of measurements held by the Transferee Company in the Transferee Company (which is "a whole) cannot subsidiary). Purfler, a certificate dated [36 July, 2017 issued by the Company auditor has been filled with the Tribunal which confirms that the accounting treatment as specified in Clause 6 of Part 11 of the Scheme is in conformation with life and the Tribunal which confirms that the accounting treatment as specified in Clause 6 of Part 11 of the Scheme is in conformation with life and the Tribunal which content is accordance with section 133 of the Act and the rules made thereunder as applicable.

CSP NO. 956 OF 2617 AND CSP NO. 957 OF 2817

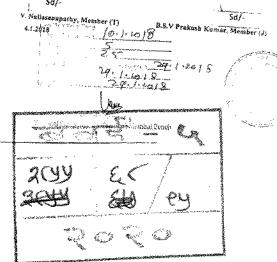
.. 20

the Scheme is not prejudicial to the interest of sharsholders and public, in paragraph

IV of the said Affidavit, the Regional Thomas has stated that:

- (4) In addition to compliance of 4.5-14 (1969.45-163) the Transferee Company shad pass such accounting entries which are indessity in connection with the school to comply with other applicable Accounting Standards such as AS-5 (IND AS-A-66):
- (b) As per existing practice, the Petitioner Companies are required to serve Nation for Scheme of Amaignment to the Income Tizz Department for their comments. It appears that the Companies vide layer gared 14th Angust 2017 have served copy a copy of Company Scheme Application 3to 783 and 784 of 2017 along with relevant orders etc.
- (c) The war implication if any orising one as the scheme is subject to final decision of Income Tax Amhorists. The opposed of the scheme by this Hon ble Court may not detect the income Tax Amhority as scrapings the sex return fitted by the Transferee Company after giving affects in the scheme. The decision of the Income Tax Authority is binding on the Partitioner Companies.
- (d) Mis Louha Developers Private Limited the Transferee Company and Mis Bellissiano Crown Buildman Private Simpled are primarily engaged in tral citate development and construction againstss. Hence, the protitioners may be directed to obtain NOC of (RERA) Red Signal Regulation and Development A; 2016 with Maharashare Rules and Regulations 2017.
- (e) As regards Part II Clause 7 of the Schema Maggregation of Authorized Stare Capital), and fee payable by the Transferse Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act. 2013
- (f) In view of Part II Cause 8 of the Scheme since for Transferor Company is the whally awned substillary of the Transferor Company, on sanal generation without any consideration will be paid, nor any stares shall be issued by the Transferor Company to any person in consideration which the same shall stand causal as appearing to the Schinge through the same shall stand causal as upon the Schinge through affective. The adjustment as proposed was florid Clause 6.1 of the Scheme.

- 15. The observations made by the Regional Director have been explained by the Pecitiones Companies in paragraphs 9 to 14 above. The classifications mountainings given by the Politiconer Companies are hereby accopted
- 36. The Official Liquidator has filed his report stating therein that the Affairs of the Franciscus Company have been conducted in a proper manner and that the Transferor Company may be ordered to be dissolved by this Tribunal.
- 17. From the material on record, the Scheme appears to be this and reasonable and in not violative of any provisions of law and is not contrary to public policy. None of the parties concerned have come forward to appose the Scheme.
- 18. Since all the regulatio statutory compliances have been fulfilled, Company Schenic Petition No. 956 of 2017 and Company Schema Petition No. 937 of 2017. Steet in the Pesitioneer Companies are made absolute in terms of mayer clause (b) of me
- 19. The Pesitioner Companies to lodge a copy of this order and the Schame mily authenticased by the Deputy Director, National Company Law Tribunal, Manda Bench, with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of receipt
- 20. Petitioner Companies are directed to file a suppy of this order along with a copy the Scheme with the concerned Registrar of Companies, electronically, along with e-form INC 28 in addition to the physical copy, within 10 days from the cate of issuance of the order by the Registrar.
- 21. The Petitioner Companies to pay costs of Rs. 25,000s, each to the Regional Director. Western Region, Mumbai. The Petitioner Companies in Company Scheme Petition No 956 & 957 of 2617 to pay sum of Rs. 25,000/- each to the Official Enquedator High Court, Bounday. The costs to be paid within four weeks from the date of Order
- 27 All suihorities concerned to act an a supply of this order along with Scheme daily authenticated by the Deputy Director, National Company Law Tribunat, Municipal Bench. Sd/-



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

#### PARTI

#### DEFINITIONS OF THE SCHEME

- DEFINITIONS
  - In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:
- "Age" means the Companies Act, 2013 and the rules, regulations, circulars and notifications issued thereunder, each as arranded from time to time and to the extent in force and any statutory modification or re-enactment thereof. References in this Scheme to particular provisions of the Aut are references to particular provisions of the Companies Act, 2013 unless susted otherwise.
- 1.3 "Accounting Standards" means the generally accepted accounting principles in leadin complying with (i) the mandatory accounting standards redified under the Companies (Accounting Standards) Roles, 2006 or the Companies (Indian Accounting Standards) Rules, 2015, as assembed from time to time and so the extent in force; and (ii) the relevant provisions of the
  - "Appelered Pate" means the 1" day of April 2017.
  - "Board" means the respective Board of Directors of the Transferor Company and the Transferee Company and shall include any Committee of Directors constituted or appointed and authorized for the purposes of m pertaining to this Scheme and or any other matter relating th

#### SCHEME OF AMALGAMATION

OF

#### BELLISSIMO CROWN BUILDMART PRIVATE LIMITED

WITH

#### Lodiea developers private limited

AND

#### THEIR RESPECTIVE SHAREHOLDERS

(Under section 236 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2813 and rules framed therounder)

#### I. PREAMBLE

The Scheme of Amaigamation ("Scheme") is presented under Sections 230 to 237 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, and the rules and regulations made thereunder, for amalgamation of Bellissimo Crown Buildman Private Limited ("BCBPL") with Lodha Developes Private Limited ("LDPL").

#### 2. RATIONALE OF THE SCHEME

This Scheme of Arrangement (as defined herein after) is expected to ombetter realisation of potential of the businesses, yield beneficial results and enhanced value creation for the companies and their respective shareholders, lenders and employees. The rationale of the proposed Scheme is as under:

- Reducing operational and compliance cost;
- Achieving operational and management efficiency; and
- Synergies arising out of consolidation of business, such as, rais net worth of the combined business to capitalise on future growth potential, optimal utilisation of resources.

#### 3. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following





"Effective Date" means last of the date on which the centified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal at Muzibai or such other competent authority, are filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Mumbel. References in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme being effective" or "effectiveness of the Scheme" or "Scheme taking offect" shall mean the Effective Date

- "NCLT" or "Tribunal" means the Hon'ble National Company Law Tribunal, Munical Beach having jurisdiction is relation to the Transferor Company and Transferes Company and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of a Tribunal to sanction the Schema under the Act.
- "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form or with any modification(s) made under Clause 15 of this Scheme as approved or directed by the National Company race Tribunal.
- "Transferor Company" or "BCBPL" means Bellissimo Crown St Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 412, Floor - 4, 17G, Vardhaman Chassber Cawagii Patel Road, Horniman Circle, Fore, Mumbai - 400 001
  - "Transferes Company" or "LDPL" mean Lodie Developers Private Limited, a company incorporated under the Companies Act, 3013 have its registered office at 412, Phore - 4, 17G, Vardhaman Chamber Cawasji Patel Rossi, Hornimas Circle, Fort, Mumbei - 400 001

All terms and words her defined in this Scheme shall, w contrary to the content or meaning thereof, have the same

to them under the Act and other applicable laws rules regulations, bye-taws, as the case may be or any statutory modification or re-enactment thereof from time to time,

#### DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme as set out herein in its present form of with any modification(s) or amendment(s) approved, imposed or directed by the NCLT or any other appropriate authority shall be effective from the A be operative from the Effective Date.

#### PART II

#### AMALGAMATION OF THE TRANSPEROR COMPANIES WITH THE TRANSFEREE COMPANY

#### SHARE CAPITAL

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

Authorised Capital	
30,06,40,440 Equity Shares of Rs. 5 each	150,32,02,200
2,08,00,000 Preference Shares of Rs. 5 cach	10,40,00,909
TOTAL	160,72,02,200
Issued, Subscribed and Paid up Capital	<del></del>
21,62,16,000 Equity Shares of Rs.5 each, fait	
paid up	000,08,01,801
2,00,00,000 Zero Coupon Optionally Convert	ible
Redeemable Proference Shares of Ra.1 each,	fully 10,00,00,000
paid up	
TOTAL	118,76,30,000

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n change in the capital so libery, as on the date of filing of this d. issued, subscribed and paid-up

#1.	
Authorised Capital	· · · · · · · · · · · · · · · · · · ·
	ļ
1,00,000 equity shares of Rs. 10 each	10.00.00
	10,00,000
TOTAL	(0.00.000
	19,38,000
Issued, Subscribed and Pald up Capital	
90,000 equity shares of Rs. 10 cach	
	9,00,000
TOTAL	ļ
	9,00,000
	<u> </u>

the Transferor Company till the date of filing this Scheme.

or Company is held by the Transferee Сотрану.

#### TRANSFER AND VESTING

ngs of the Transferor Company, shall, under the provisions of Sections 230 and 232 and other applicable provisions. if any, of the Act, and purs appropriate authority, if any, sand properties and liabilities of the Tree visions of Section 2(1B) of the in

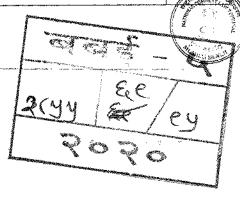
bsequent to 31\* March 2016, there has been change in the capital structure of the Transferes Company. Accordingly, as on the date of filing of this application with the NCLT, the authorised, issued, subscribed and paid-up share capital of the Transferee Company is as under:

	. ,
Authorised Capital	
30,10,20,440 Equity Shares of Rs. 5 cach	1,50,51,02,200
2,10,60,000 Preference Shares of Rs. 5 each	10,53,00,000
TOTAL	161,04,02,200
Issued, Subscribed and Paid up Capital	
22,62,16,000 Equity Shares of Rs.5 each, fully paid	113,10,80,000
up	
TOTAL	113,10,80,000
ſ	

Subsequent to the above date, there is no change in the capital structure of the Transferee Company till the date of filing this Scheme.

#### The share capital of BCBPL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorised Capital	, , p. p. m. r
10,000 equity shares of Rs. 10 each	1,00,000
90,000 preference shares of Rs. 10 each	9,00,000
TOTAL	10,00,000
Issued, Subscribed and Paid up Capital	<del></del>
10,000 equity shares of Rs. 10 each	1,00,000
0% Optionally Convertible Cumulative Radeemable	
Preference Shares of Rs. 10 cach	8,00,000
TOTAL	8.30.000



modification(s) of charge, with the Registrar of Companies, Mumbai to give

- formal effect to the above provisions.
  The provisions of this Scheme as they relate to the merger of the Transferor Company into Transferee Company, have been drawn up to comply with the conditions relating to "amelgamation" as defined under Section 2(1B) of the tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the facomo-tax Act, 1961, at a later date including resulting from an am of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall provail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.
- 4.31 Upon the Scheme being sanctioned and taking effect the Transferee Company shall be entitled to operate all bank accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferee Company and credit of all receipts there-under will be given in the accounts of the Transferce Company.

#### NO ISSUE OF SHARES BY THE TRANSFEREE COMPANY

Since the Transferor Company is the wholly owned subsidiary of the Transferee Company, on smalgametics, neither any consideration will be paid nor any shares shall be issued by the Transferee Company to any person in cosideration thereof or consequent upon the amalgamation the theres of the Transferor Company held by the Transferee Company abali stand can upon the Scheme becoming effective

H

ACCOUNTING TREATMENT



Upon the Scheme becoming effective, the Transferee Company shall account for the amaignment of the Transferer Company in its books of accounts with effect from the Appointed Date as per "Pooling of Interest Method" provide in Indian Accounting Standard 103 (Business combinations of entities under common control) notified under the provisions of the Companies Act, 2013. It would inter alia include the following:

- 6.1 All the assets, liabilities and reserves in the books of the Transferor Company shall stand transferred to and vested in the Transferoe Company pursuant to the Scheme shall be recorded by the Transferoe Company at their carrying amount as appearing in the books of the Transferoe Company.
- 6.2 Inter-company balances, lozas and advances, investments and transactions if any, stall stand cancelled.
- 6.3 The difference between the share capital of the Transferor Company and investment in the Transferee Company shall be adjusted in the reserves.
- 6.4 In case of any differences in the accounting policies between the Transferor Company and the Transferoe Company, the impact of the same till the Appointed Date of analgamation will be quantified and adjusted in the reserves of the Transferoe Company to ensure that the financial statements of the Transferoe Company reflect the true financial position on the basis of consistent accounting policies.
- 7. AGGREGATION OF AUTHORISED SHARE CAPITAL
- 7.1 Upon this Scheme becoming effective, the authorized share capital of the Transferor Company shall stand consolidated and vested in and be merged with the authorised share capital of the Transferoe Company and shall be reclassified as consisting of equity shares of Rs. 5 each without any further set, instrument of



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enforced by or against the Transferse Company in the manner and to the same extent as would or might have been continued and enforced by or against the

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

#### 9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

Transferor Company, if this Scheme had not been made.

- 9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemutities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, the Transferor Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferoe Company had been a party or beneficiary or obligate thereto or there under-
- 9.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferrer Company shall stand transferred to the Transferrer Company, as if the same were originally given by, issued to be executed in favour of the Transferrer Company and the Transferrer Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same obligations and duties there under, and the rights and benefits under the same.

deed on the part of the Transferee Company including without payment of stamp duty and fees payable to Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 13, Section 14 and Section 61 respectively of the Act or any other applicable provisions of the Act, as the case may be and for this purpose the stamp duties and fees paid on the authorised share capital of the Transferor Company shall be utilised and applied to the increased authorised share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorised

share cepital to that extent.

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

Authorized Share Capital	Amount is
	Rs.
30,12,20,440 Equity Shares of Rs.5 each	150,61,02,200
2,10,60,000 Preference Shares of Rs. 5/- each	10,53,00,000
Total	161,14,02,20

It is clarified that the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 13, Section 14 and Section 61 respectively of the Act or any other applicable provisions of the Act, would be required to be separately passed. Further, in the event of any increase in the sutherized share capital of any Transferor Company and/ or Transferoe Company before the Effective Date, on sanctioning of the any other Scheme by the NCLT, such the Capital be given effect to while aggregating the authorised share capital LEGAL PROCEEDINGS

8.1 All legal proceedings of whatsoever nature by or against the Transferor
Company pending and/ or arising on or after the Appointed Date shall not abate
or be discontinued or be in any way prejudicelly affected by ressan of the
Scheme or by anything contained in this Scheme but shall be continued any

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With effect from the Appointed Date, the whole of the respective undertakings of the Transferor Company, as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the sets, properties, rights, titles and banefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, rangible or intengible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed) all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trademarks and other rights and incenses in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, tenuncy rights, premise, ownership flats, hire purchase and lease arrange arrangements, joint venture agreements, benefits of security arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations and utilities, electricity. water and other service connections, becafits of agreements, contracts and arrangements, powers, authorities, parmits, allounents, approvals, consents, privileges. liberties, advantages, easements and all rights, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits [including but not Simited to benefits of tax relief including under the income-tax Act, 1961 such as credit for advance tax, minimum alternate tax, taxes deducted at source, etc, benefits under the Sales Tax Act, sales tax set off, benefits of any unutilised MODVATACENVAT/Service tax credits, usuallised input tax credit of custral goods and services tax ('COST'), integrated goods and services tax ('IGST'). state goods and services tax ('SGST'), goods and services tax compensation coss ('GST Compensation Casa') etc.], software license, domain / website etc.



}4

all files, papers, records engineering and co s (pice information) / suppliers ent materials and former cust esical electronic form in (credit information) other records whether in other cisions and powers. tion / relating to the Transferor Company noging to or in the of whatsoever nature and whereseever said soover nature and whereasever straining belonging wo ed Date, shall, under the whether in India or abroad as on the Appended Date, shall, under the provisions of sections 236-232 of the Act and all other applicable provisions. if any, of the Act, and without any firsther act of dead, he transferred to and of so and vested in the Transferee vested in and for he deemed to be transfe as from the Appointed Date the Company as a going concern so as to become wast in the Transferee Compan) taking of the Transferee Company and to all the rights, title, interest or obligations of the Transferor Company therein.

With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenoes, nerminations, approvals founds or consents to carry on any statutory licences, permissions, sprethe respective operations and business of the fransferor Company shall stand ny orifhous may further act or vessed in or transferred to the Transferee deed and shall be appropriately mutated by any Staintory Authorities concerned in favour of the Transferee Company. The benefit of all statutory and es environmental approvais and regulatory permissions, factory licer consents, sales tex, service tax, excise registrations, COST, SGST, IGST or other Heenses and consents shall vest wend shall be in full force and effect against or in favour of the Transferse Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferor in the bone licitary or obliges thereof Company had been the party there pursuased to this Scheme. In so factors the various incentives, subsidies. and other benefits or privileges enjoyed. dubilitation Schemes, special statu ant body, logget another by on by any other person, or sented by any Covert



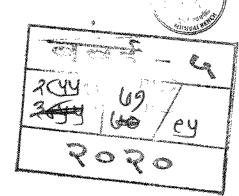
ocentract or errangement by wirele left behinds such insens and liabilities have urisen in order to give effect to the supplicious of this Clause.

- 4.6 All the assets and properties which are acquired by the Transferor Company, on or after the Appointed Date has been to the Effective Date had be deemed to be and shall become the assess and properties of the Transferoe Company and shall under the provisions of Sections 230-232 and all other applicable provisions if any of the Act, without any further act, insurament or deed, he and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme pursuant to the provisions of Sections 230-232 of the Act.
- 4.7 Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Company and the Transferor Company shall stand canociled seas there shall be no liability in that behalf on either party.
- 4.8 The transfer and vesting of the sudertakings of the Transferor Company as aforecaid shall be subject to the existing securities, charges, morrgages and other encumbrances if any, substating over or in respect of the property and assets or any part thereof to the socient such securities, charges, morrgages, encumbrances are created to secure the liabilities forming part of the Transferor Company. Provided a ways that this Scheme shall not operate to enlarge the scope of security for any local, deposit or facility availed of by the Transferor Company and the Transferor Company shall not be obliged to create or provide any further of adultional security therefore after the Effective Date or otherwise.
- 4.9 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Testaferor Company and the Transferor Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filling of necessary particulars and/or



availed of by the Transferor Company, as the case may be, are concerned, the same shall vest with and be available to the Transferor Company on the same

- With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), duries and obligations of every kind, menure and description of the Transferor Company, abail be deemed to have been transferred to the Transferee Company and to the extent they are outstanding on the Effective Date shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any constant or arrangement by virtue of which such debts, liabilities and obligations have seized in order to give effect to the provisions of this Clause.
- 4.5 Where any of the respective debt, liabilities (inclusing consistent liabilities), duties and obligations of the Transferre Company as on the Appointed Date, deemed to be transferred to the Transferre Company have been discharged by the Transferre Company, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferre Company, and all loans raised and used and all liabilities and obligations incurred by the Transferre Company after the Appointed Date and prior to the Effective Date shall be deemed to have been mixed, used or incurred for and on behalf of the Transferre Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to the Transferre Company and shall become the Habilities and obligations of the Transferre Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the vonsent of any third party or other person where



shall be available to the Transferee Company. The Transferee Company shall make applications and do all such sets or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.

- 9.3 The Transferee Company, at any time after the Scheme becoming effective in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company are a party in order to give formal effect to the above provisions. The Transferor Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compiliances, referred to above, on behalf of the Transferor Company.
- 10. Treatment of staff, workmen and employees
- 18.1 On the Scheme becoming effective, all staff, workstern and employees of the Transferor Company, who are in service on the date immediately preceding the Efficient Date shall become staff, workstern and employees of the Transferor Company, without any break or interruption in their services, on same terms and conditions on which they are emproud as to the Effective Date. The Transferor Company further agrees that for the purpose of payment of any retirement benefit; compensation, such immediate an operageod past services with the Transferor Company shall also be taken into operage.
- 10.2 The accounts / funds of staff, workmen and employees pass of present, relating to pension and/or superamostion, providers fond, grandly fund or any other special fund or trass created or existing for the benefit of staff, workmen and employees of the Transferor Company shall be identified, determined and transferred to the respective Trass's / Funds of the Transferor Company shall be identified.

such employees shall be deemed to have become members of such Trusts / Funds of the Transferce Company.

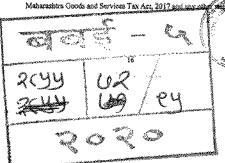
#### 11. CONDUCT OF BUSINESSES UNTIL EFFECTIVE DATE

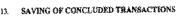
With effect from the Appointed Date to the Effective Date:

- 11.1 The Transferor Company undertakes to preserve and carry on its business, with reasonable diligence and business prudence and shall not undertake funancial commitments or sell, transfer, allengee, charge, mostgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:
  - a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Tribunal; or
  - b) if the same is expressly permitted by this Scheme; or
  - if the prior written consent of the Board of Directors of the Transferree Company has been obtained.
- 11.2 The Transferor Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for the Transferoe Company.
- 11.3 All profits and cash scenning to or leases arising or incurred (including the effect of taxes if any thereon), by the Transferor Company, shall for all purposes, be treated as the profits/ cash, taxes or losses of the Transferee Company.

#### 12. TREATMENT OF TAXES

12.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashura Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax laws, Chapter V of Finance Act, 1994, The Integrated Goods and Services Tax Act, 2017, The Central Goods and Services Tax Act, 2017, Tax Act, 2017, Only Not Services Tax Act, 2017, Tax Ac





13.1 The transfer and vesting of the assets, includities and obligations pertaining/relating to the Transferor Company, pursuant to this Scheme, and the continuance of the propositings by or against the Transferor Company, under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferor Company, on and after the Appointed Date to the end and intent that the Transferor Company accepts all exist deeds and things done and executed by and/or on behalf of the Transferor Company, as acts, deeds and things done and executed by and/or on behalf of the Transferor Company, as acts, deeds and things done and executed by and executed by and on behalf of the Transferor

#### PART III

#### GENERAL TERMS AND CONDITIONS

34. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR

The Transferor Company shall be dissolved without winding up, 200 an order made by the Tribusal.

15. APPLICATION TO THE TRIBUNAL

Companies involved under this strangement (i.e. Transferor Company and Transferor Company) shall stake applications / petitions, wherever required, under Sections 130-232 and other applicable provisions of the Act to the Tribunal for seasction of this Scheme and for dissolution of the Transferor

16. MODEFICATION / AMENDMENT TO THE SCHEME

16.1 Subject to approval of the Tribunal, the Transferor Company or the Transferor Company or the Transferor Company as the case may be, through their Board of Directors of the respective companies, only consent, on behalf of all persons occupanted to any modifications or amendments of the Scheme or to any conditions or amendments of the Scheme or to any conditions of the scheme of the schem

Services Tax Act, 2017, The Goods and Services Tax (Compensation to States) Act, 2017, Stamp Laws or other applicable laws' regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes' duriest levies sllecuble or related to the business of the Transferer Company to the extent not provided for ar covered by tax provision in the Accounts made as an the date learnedistely preceding the Appointed Date shall be trunsferred to Transferee Company.

- All taxes (including income tax, wealth tax, sales tax, excise dury, customs duty, service tax, CGST, SGST, IGST, GST Compensation Ceas, value added tax ('VAT'), etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise dary, tustoms daily, service tax, CGST, SGST, IGST, GST Compensation Cess, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howscever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item gaid by the Transferor Company, and, shall, in all proceedings, be dealt with accordingly.
- 12.3 Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately proceeding the Appointed Date shall also belong to and be received by the Transferor Company.
- 12.4 Without prejudice to the generality of the above, all benefits including under the income tax, sales tax, excise duty, costoms duty, service tax, COST, SGST, IGST, GST Compensation Cess, VAT, etc., to which the Transferor Company is estitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and yest to the Transferor

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that the Tribusal may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors) and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect.

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

#### 17. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to the following:

- 17.1 The Scheme being approved by the requirite consent of the members of the Transferor Company or the Transferon Company as may be directed by the Tribucal.
- 17.2 The sanction of the Tribunel under Section 230-232 of the Act in favour of Transferor Company or Transferor Company, as the case may be, under the said provisious and to the necessary order of the Act being obtained
- 17.3 The requisite concern, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 17.4 Certified copy of the under of the Tribunal senctioning the Scheme being filed with the Registrar of Companies, Mumbai collectively by Transferor Company

and Transferor Company.

18. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS

In the event of any of the said sanctions and approvals suferred to in the preceding Clause not being stationed and/or the Scheme and being sanctioned by the Tribunal, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any ect or deed done prior thereto as is contemplated hereunder or as to eny rights end/or liabilities which might have

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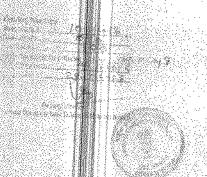
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## BEFORE THE NATIONAL COMPANY LAW TRIBUNAL.

#### MUMBAI BENCH

CSP NO. 956 OF 2017

In the matter of the Companies Act, 2013;

In the matter of Sections 230 to 332 of the Companies Act, 2013and other applicable provisions of the Companies Act, 2013 and rules framed thereunder;

#### AND

In the matter of Scheme of Amalgamatica between Bellissiano Crown BuildmartPrivate Limited ('Transferor Company') and Lodha Developers Private Limited(Transferor Company' and their respective shareholders('Scheme')

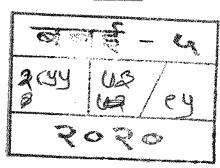
Lodha Developers Private Limited ... Petitioner Company

CERTIFIED COPY OF ORDER DATED 41" DAY OF JANUARY 2018 AND THE SCHEME ANNEXED TO THE PETITION



HEMANT SETH) & CO ADVOCATES FOR PETITIONER

<u>+919820244453</u>





### Government

SEAC 2010/CR 814/TC-2 Environment department, Rison No. 217, 2<sup>nd</sup> flow, Mantinalaya Annexe, Mantinalaya Annexe, Mantinalaya Annexe, Mantinalaya Annexe, Mantinalaya Annexe, Mantinalaya Annexe,

To. Mrs. Louina Crown Buddmart Pet Ltd. Lodha Psvillion, Apolto Mills Compound, N.M. Joshi Marg, Mahahami, Mumbai-400 021

Subject: - Amendment in EC for proposed retselpidat & commercial Bullding at Block C. Wadala Truck Terminus, Mumbal & Ms. Lodba Crown Buildmart Pet Ltd

disted 5<sup>th</sup> Suptember, 2011 & amended References fiven number environment cle on 17th January, 2013.

This has reference to your conumum

This has reference to your communication on the above mentioned subject.

2. It is noted that, the proposal earlier considered by SEAC is its 42<sup>nd</sup> & 43<sup>nd</sup> meetings and recommended to SEIAA. SEIAA in its 31 <sup>nd</sup> is lister in S4<sup>nd</sup> meeting decided to accord grant of EC to the project and its subsequent amendations is EC. Accordingly EC has been essued to the project vide letter no SEAC 2010/CR 81447 GP dated 1<sup>nd</sup> September. 2011 it amended on 17<sup>nd</sup> Junuary. 2013. It is noted that the algorithmist proposed in the EC letter is also in modification in the parking plan for smoothing effective manouring of posting vehicles for which basement area has increased. Considered the marginal changes and minimal impact on enrichment & OM dated 10 June 2013/55/18 in its 70<sup>nd</sup> meeting decided to grant the amendment of EC as below.

Sr,No.	Details	Earlies Amendment is	Proposed changes	Remarks
		EC gramed did.17-68 8	}*	
		2013	I (	ĺ
2	Name of the	Environmental elegration	Environmental eleganance	<del></del>
-	Project	for proposed Lotha	for proposed Lochs	
- 1		Green City at block (1)	Green City at block C.	
i		Wadala Truck	Wadala Truck	i
		Terntinus, Mumbas til	Terminas Mussbai by	
		MFs. Lodha Casses	M/x. Lossa Crown	

		Builtmars Pvs. Ltd	Builtount Pvt Ltd.	
3	Project Proposent	Shri Abhisheek Lodha, M.S.Lodha Crown	Sha Abhisheek Listha.	
	2 309XISC13	Shriman Pvs. Ltd. 216.	Mrs Loilta	:
	)	Shall & Nahar Industrial	Crown Buildman, Pot. Ltd (256, Shah &	
	1	Estate. Or F Moses Road.	Nabat Industrial Forate.	
		Work, Manhai-403018.	, God mousium rouge. 1 Or & Mases	
			Ruad, Worli, Vinnbais	ì
	-		-48003S.	ĺ
1	Eurgations of	Block C Wadala Truck	Block C Wadala Truck	
	the Project	Leamings, Mombas	Fermisus, Manibar	-
ŧ.	Type of	Residential &	Residential &	No change
	Project	Commercial Project	Commercial project	. de triange
5	Total Plot	92,600 Sq. M	93,600 Sat M	No change
	Area		` ·	6,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
b	Tetal	4,95,000 sq.m ( FS1 ).	4,95,986 sq.m( FS) },	Minor change
	germssible	11.79.344 sq.m.( Tol;:)	11.48,749 sq.m. (Total	only 1.72%
	bask up area	Construction BUA (	Construction BUA ).	processe in
				construction
·		·		RUA
	Total res. of Towers	Building Details Residential balldings:- 12	Bolding Details Residential halldings: 12	No change
		G-55	(94.55 (	
		(i-58	G+55	
		G+55	G+35	
		(3-35	{;-55	
		G - 55	G - 55	
		G-55	(i-55	
		43 - (5:55	4B+G+55	
į	;	48 · G · 55	4B · G · 55	
		4H : 41+55	48+01-55	
	i	49 - G+55	48- G-55	
	į	48-G-55	448*(i-55	
		414-63-55	4B+G-55	

3	Water	3640 CMD	3952 CMD	Viscer change
	requirement	(Residential: 3)19 CMD	(Residential: 1429 CMD)	
		~ Commercial, 523	+ Commercial: 323	
	_{	(CSB))	CMD)	
}	Waste water generation		3161 CMD	Menor change
0	Capacity of	For Residential, 27(8)	For Residential: 3000	Marva dhengo
	STP	CMS) For commercial: 500 CMS)	CMD For commercial, 500 CMD	
13	Solid waste Generation	Non Biodegradable wastes \$285 kg/day	Non Budegradable waster 9544 kg/day	Mister change
		Hiodogradziski waste: - 5470 kg/day.	Biodografiche waste: - 6006 kg day.	
		STP studge :-30 kg/day E-woste & bazardous	STP studge :-13 kgrday E-wasto & hazankous	
		waste > 3.42 Flyesr	Waste : 3.42 Pyear	
2	finergy:	Yotal DG set capacity: 24,340 kV4	Total DG set capacity: 24,340 kVA	No essange
	Nis. of	4620	50X0	Mator change
	Yesessoo!	Commercial Area	* Costimerolai area	-mas cronge
	i cocomessi	92022 386	92032 sas	

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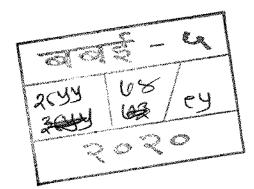
(R.A. Rajees)
Principal Secretary,
Emiranment department &
MS, SELA.

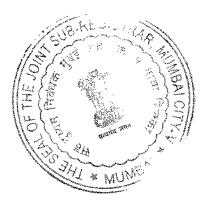
- Copy to: 1. Sho. R. C. John, IAS (Rend), Chokman, SEIAA, Flor No. 26, Belvedere, Bhotablan desar road, Breach candy, Membals 4050126.
  - Shi, Roy Bhushan Budhinja, Chairman, ShAC-R, 5-Sooth, Diforare Agarment, Cooperage, M.K.Road, Mamhai 400021
  - Additional Secretary, MORF, "Paryavaran Bhawan" CGO Complex, Lodin Road, New Debt. 130510

- Member Scoretary, Mahamshira Pollution Control Board, with request to display a copy of the elearance.
- The UCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kendriya Paryavaran Bhavun, Link Road No. 3, F.5, Rovi-Shankar Nogar, Bhopal- 462 016), (MP).
- 6. Regional Office, MPCB, Membar.
- 7. Collector, Membai
- $\boldsymbol{x}_{i}$  -Commissioner, Musicipal Corporation Greater Minubai (MCGM)
- 9. (A. Division, Monitoring Cell, Mollif, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Orlhs 1 (1993).

18. Seloca file (3 C+3)

(EC approximated on 12 June 2014)







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

## Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U45200MH1995PLC093041

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

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

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

DS Ministry of Corporate Affairs 23

V T SAJEEVAN

Registrar of Companies
RoC - Mumbai

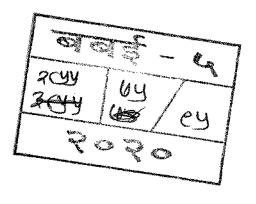
Mailing Address as per record available in Registrar of Companies office:

MACROTECH DEVELOPERS LIMITED

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









## Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

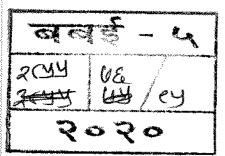
This registration is granted under section 5 of the Act to the following project under project registration number : P51900000521

Project: New Cuffe Parade - Lodha Estrella Plot Bearing / CTS / Survey / Final Plot No.: Block-C, WTT, C.S No. 8pt. SaltPan Division. at FNorth-400022, Ward FNorth, Mumbai City, 400022;

- 1. Lodha Developers Limited having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin:* 400001.
- 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 Disdosures 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;

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 18/07/2017 and ending with 31/01/2019 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. Vaşant Tremanand Prabhu (Secretar, MahaRERA) Date:10/15/2018 1:34:52 PM

Dated: 18/07/2017 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority



# घोषणापत्र

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

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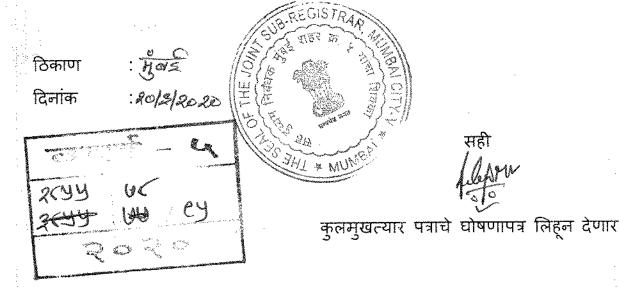
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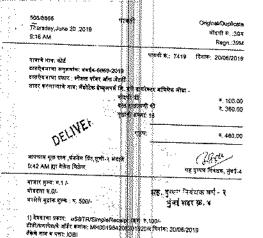
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कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

# घोषणापत्र

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



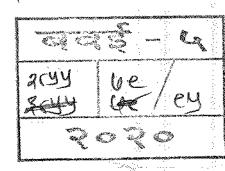


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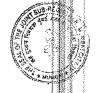
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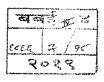


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TO ALL TO WHOM THESE PRESENTS SHALL COME, WE IS MACROTECH DEVELOPERS LIMITED (formarly known as Lodina Developers Limited), 3) PALAVA DWELLERS PRIVATE UMITED, both company incorporated and registered under the provisions of the Companies Act, 1956 and lawing their registered address at \$12, Floor-4, 170 Varihaman Chambers, Cawayi Patel Road, Hornician Circle, fort, Numbai - 400 001, herefulled constantly referred to as "the Standard Companies", which expression shad unless it be repugnant to the context or meaning thereof mean and include their successors and assigns) DO HEREBY SEND GREETING:

- The said Companies are engaged in business of real estate and property develop and constructing various buildings comprised of residential and cop structures and seiling such residential and commercial premises / Arget These and elsewhere in India.
- The Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Let and License Agroements, Lusse Deeds and such other documents with the programming purchasers for the sale/transfer/license of such residential and commercial premises/ structures are required to be signed, executed, admitted, lodged and registered before the concerned Sub-Registrar of Assurances from time to time. In order to facilitate the same, the said Companies are desirous to appoint (3) Mr. Surendran Nair and (2) her. Patrick Monis (3) Ms. Namita Bakshi (kereinafter collectively referred to as "Attorneys" and individually as "Attorney") jointly and/ or severally to represent the said Companies as is hereinafter stated and which the said Attorneys have agreed to do.
- Pursuant thereto, the said Companies hereby appoint (1) Nr. Surandran train (5), vice President) and (2) Mr. Patrick Monis (Associate General Manager) and (3) Ms. Namita Bakshi (Dy. Vice President), jointly and/ or severally, as their true and favour attornay/s to do all or any of the following acts, deeds, matters and things as may be necessary in respect of the Agreements and such other transfer and related documents with/in favour of the prospective purchasers in the manner appearing bareinafter.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that we [1] MACROTECH DEVELOPERS rmeteo - Mr. Abhishek Lodha, 2) palava dwellers provate lemited – Ms. Smota Ghag), isoth adult, indian Inhabitants, and one of the directors of the same company s, having their office address at 412, Floor, A. 120-4 Optiman Chambers, Cawasii Patei Ro. Foot tembar - 408 001 doth huruba negmante, constitute arises and set (1) i 

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sate/transfor/license of the residential and com ancillary and incidental documents, papers, forms and devide connection therewith

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

To comply with all the requisitions and complete all the formelities in pageter Agreements to Sell/Agreements to Assign/E-registration Agreements to Self/Looks and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Constitute

 relating to the sale/issasser/iscanse of the residential and cor ancillary and incidental documents, papers, forms and deeds in correction present the sunder that a service of the service of under the Registration Act, 1908. 190

For the better doing, performing and executing all the matters and though algorithms aforegative sereby further grant unto the Attorneys full power and absolute authority to unbatters. and appoint in their place one or more substitutes on such terms at they shall deem lit

and proper and to exercise all or any of the powers and authorities and to so all acts. things, matters and things under this Special Power of Attornoy and to revoke such appointments from time to time and to substitute or appoint any other person in his . place as the Attorney from time to time as they think fit and/or proper subject to terms stated therein

AND GENERALLY to do all acts, deeds, matters or things relating to the execution and registration of the Agreements to Sell/Agreement to Assign/ Exegistration Agreements to Sulf/Leave and ticense Agreements/Lease Deeds/Deeds of Rectification or Cancellation or . Confirmation relating to the sele/transfer/license of the residential and commercial units and other assoliary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/Agreement to Assign/ E-registration Agreements to Sell/ Leave and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation entirely at the risk anti cost of the sold Astornoy/s.

PROVIDED that approximation ding anything herein before contained, the said Assorneys shall always act within and not outside the instructions or directions received by them forth that a management or Board of Directors of the said Companies and the said Companies hereby agree . to ratify and confirm all acts and things fawfully done by the said Altorneys pursuant to the



Floor, 4, 17G Varohaman Chambers, Cawlissi Patel Road, Flomiman Circle, Fort, Mumbai ~ 400 GQ1 and (2) Mr. Patrick Monis (Associate General Manager) company executive, indixo inhabitant, having his office address at 437, Floor- 4, 17G Vardhaman Chambert, Calvasji Patel Road, Horniman Circle, Fort, Mumbai – 400 001 and (3) Ms. Namite Bakshi (Dy. Vice President) company executive, Indian Inhabitant, having his office address at 412, Floor- 4, 27G Vardhaman Chembers, Cawasji Patei Road, Horniman Circle, Fort, Membai – 400 891 [hereinafter collectively referred to as 'Attorneys' and individually as 'Attorney'] jointly and/ o severally, as their true and lawful attorney/s to do following acts deeds matters and things and to exercise all or any of the powers and authorities hereinafter conferred that is to say:

- To execute the tetters of Allotment for the purpose of self and allotment of residential and commercial premises/ structures in the buildings constructed by the said Companies in various development projects in favour of the prospective purchasers.
- To execute Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Leave and License Agreements, Lease Deeds relating to the sale/transfer/license of the residential and, or commercial units in the various buildings constructed by the sold Companies and to execute other ancillary and incidental documents, papers, forms and

th such Agreements to Sell and/or Agreements to Assign and/or registration Agreements to Sell and/or Leave and License Agreements and/or Lease Deest.

Subject to prior approved of the management of the said Companies, to execute all and other excitory papers and documents as may be required, to enable the prospective purchasers of the residential and, or commercial units to secure loans and financial assistance from the banks and financial institutions for the purpose of payment of the consideration payable by such prospective purchasers to the gs, without making any monetary or other commitments or any other Validities of and mature whatsoever on behalf of or against the said Companies to or by

r e Deeds of Rectification or Cancellation or Confirmation or any other documents as may be required in connection with such Agreements to Sell and/or Agreements to Assign and/or E-registration Agreements to Sell and/or Legive and License Agreements and/or Lease Deeds for spla/transfor/license of the residential and, or commercial units in the various buildings constructed by the said Companies.

SUB REGIST, ent and lodge for registration with the concerned Sub-Registrar of Assurances Title Agenesis to Sell, Agreements to Assian, E-registration Agreements to Sell, Leave Agreements, Lease Oceds, Deeds of Rectification or Cancellation or óg Áfri TO THE PARTY OF TH

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MUMSSIN (C. ).

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

the WHINESS WHEREOF the said Companios have hereunto set and subscribed their respective scalar to this Power of Attorney on this  $\frac{QQ^{TH}}{2}$  day of June 2019.

SIGNED AND DELIVERED By the withis name: MACROTECH DEVELOPERS LIMITED Yarawak its Sirector MR. ABHISMER LOCHA in the presence of 1442°



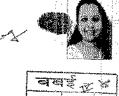
SIGNED AND DELIVERED By the within named

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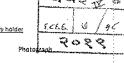
PALAVA DWELLERS PRIVATE LIMITED

MS, SMITA GRAG





Attested signature and Phot











Ms. Namīta Bakshi

# MACROTECH DEVELOPERS LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE GOARD OF DIRECTORS OF MACROTECHS DEVELOPERS LIMITED AT ITS MEETING NEW JOSHI MARG. MATALAXIM, MUMBAI 408 611

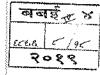
## AUTHORITY FOR SIGNING POWER OF ATTORNEY

AUTHORITY FOR SIGNING POWER OF ATTORNAY

"RESOLVED THAT in supersession to the earlier isabilism passed on May 15, 2017 by the Executive Committee of the Board, consent of the consistee be and its hereby accorded to execute proceedings of the Board of the Supersystems (Ms. Natival Babara) and Mr. Patick Monis checking and the referred as "Authorised Signatories"; is episodes them assembly to do all or any of the acts, seeds, matters and things as more particularly segmented in the Special Power of Attorney. "RESOLVED FURTHER THAT the draft Special Disease of Attorney ("PoA"), as pisced before the meeting, be and is thereby approved and framework that the second proceeding t

Saniyot Rangnekar Company Secretary Memberahip No.: F4154

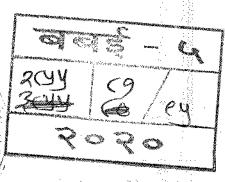
June 14, 2019

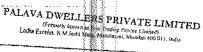




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CERTIFIED COPY OF THE RESOLUTION PASSES BY THE BOARD OF DIRECTORS OF PALAVA DWELLERS PRIVATE LIMITED AT 175 MINETING HELD ON 11 JUNE, 2019 AT LODRA EXCELUS, APOLLO MILLS COMPOUND, N.M. JOSHI MARG, MAHALAXIM, MUMBAL - 406 011

EXCELUS, APOLLO MILLS COMPOUND, N.M. JOSHI RARG, MAHALAXMI, MUMEA! — 696 011

ALTHORITY TO SIGN POWER OF ATTORNEY

"RESOLVED THAT consont of the Board of Sign is Detaity accorded to execute Special Power of Altorney in tayour of Mr. Surendran Nar. Matherius Spacial to deal or any of the sense determined as Authorised Sign special power of Authorised Sign special Sign speci





14<sup>th</sup> June, 2019





anom Chember, Caunaji Sjelfkasal Hornipan Tel., 199, 22,8(3):5488 Saa., 93,25,3:624859 CIN 137010044120(187):3793-333



Orlice of the Registair of Companies Everen, 100 Marine Orive, Montoni, Malamatica, India, 400002

Certificate of incorporation pursumet to change of name (Proseane to rule 29 of the Companies Hoverportition Robes, 2014)

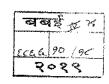
rate Manifiscosian Number (CINE E-12000MH) 995PLC093841

I heroby certify that the name of the company has been changed from LODISA DEVELOPERS LIMITED to MACROTICAL DEVELOPERS LIMITED with effect from the date of this certificate and that the exampling is lin-

as originally incorporated with the same £ODHA DEVELOPERS PRIVATE LEMITED

Given under my hand at Mambai this Twenty framb day of May two thousand nineteen







Registrat of Companies

ing Address as per record available in Register of Compunies officer

MACROTECH DEVELOPERS LIMITED

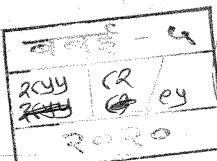
#12. Floor- 4, 17G Vardhaman Charubes, Cawasji Patel Roud, Horaiman Circle, Fort, Munibul, Muharashura, India, 40060!



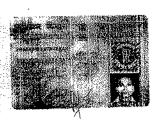






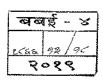












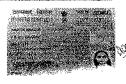
















\* MUMP 506/6366 कुरुवार,20 भूम 2019 9:16 स.दू.

दश्य क्रमहंकः क्यारेक /8866/2019

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दस्ताभा व्हरर: स्वेक्टन पॉबर और बैदर्नी

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दल्लाचा प्रकार :-स्थेशल पाँधा ओफ ॲटर्सी

भारतमा शाव व पता भारतम्बद्धाः नामधः -पताभाविद्धाः नाभावः - इमारतीयं न ४१८. ४४। मानारः, १७०३ चर्चानात्रः चयः, स्राधान्ये पदेन्न तेतुः, हॉनिमन सकेन चार्ट स्राधः सः - चेड मं. - महाराष्ट्रः, मृज्यदे चैत्रः मार्ग्यALMPN7019E

STONE MEN का नव (ACLANY) विकास नवार्ष्ट्रीक मितिया -पतास्त्रीट तः , माळा तः , इनारतीये मृता ४१२ ४४। सन्त्रता १७४१ वर्धमान वेद्या कानुस्त्र प्रदेश कि होनित सकेता पत्रेट, मुंबई, स्त्रीक तः , केंद्र तः , महासाद्, मुंबई, तेन , तेर्द्र तः , महासाद्, मुंबई, तेन तस्पत्र(AUPM) 292N साव:नमिस्स असी - -

থাবা প্রাক কার্টানী চাল্ডার হব :- 40 কাহ্মবা:-स्वयानास्त्र वहा -स्वयानास्त्र वहा -स्वया Maria



इस्तरिकत करून देणार तथावन्योतः स्पेशन ग्रीवर शिल नेदर्ग । वर.3 थी वेक:25 / 06 / 2019 12 : 36 : 48 हर्ष

वसक्ताया क्र वॉथर ऑफ श्टॉनी शेल्सर क्ष्म :-54

ओकराः व्हासीस इंसम्य असे मिकेरीन करतात की से बहस्तर्वक

अन् स्थानकाराचे साथ कथा। क नाव:५ताप सातवेकर - -₹**4:37** 

्याज्य एक:412, ४४१ मजसर, १७और वर्धमान प्रदेश रीड, हॉलिंगम सर्वतर ५५८, मुंबई पिन कोड:400001

नावासाहस बंदेकर - -क्या३९ पर्या: 612, 421 मजना, 57जी वर्धनकः देवर प्रदेश रोड, हॉर्डिमम सांग्रेस और, मुंबई पित्र और नाजपान रित औष्ठ:400001



सातील मधकारा के कहती उपलब्ध आ

प्रमुक्त, पश्चनवरणे आता व पता मेकटिक डेव्हायपर्स ति, तर्क डायांबरट अभिकेत होता नर्वेट सं - प्राप्त तं - इस्तरतीये त्राव 418, वेदा श्रीप्त शक्त कोटे, मृंबई, क्यॉक सं - तोड सं - स्वाप्तिक अनुस्त AAACL14903



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परंजन दुरेसर्ह था. सि. सर्प हायोक्टर दिगान पान :-प्लीट से: -, साक्षा से: -, इमानारीये शांव: 612, 4था मण्यतः, 17जी वधेमान्त पेकर, अन्तमजी घटेस शेठ, होते सर्कन फोर्ट, सुंबहे, स्वॉब मे: -, रोड में: -, महासप्द, मूनई.

AAECES655J

क्षातील पक्षकाराची कबुली इपलब्ध आहे

पहलकाराधे भाव थ पता मेकोटेक इंग्डलपर्व दि तर्षे अपूर्वपदर अभिकेश शोधा :-प्लोट लं., माळा मं:, इम्मारतीय माट: 412, 410 माळला, 17जी बर्धमान शेवर, कावसजी पटेल रोड, होसिंग सर्वेक पते, मुंबई, बरोळ सं:, होड लं:, महाराण्ड, मुख्यई, AAACL1490J

AAACI: 1490U प्रधान इनेस्तरे था. वि. तर्के इथ्योक्टर रिस्तरा एक -प्लॉट से -, नाका से -, हमरासीचे सक्षः 412, 4था भजसा, 17मी वर्धमान चेबर, मानवाजी गरेल ऐड. होते सर्वका गरेर, मुबबे, स्वांक में -, पेड में -, महाराष्ट्र, मुंबई. AAECES6SSJ

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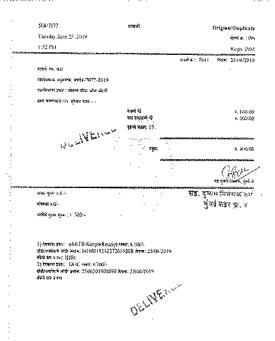


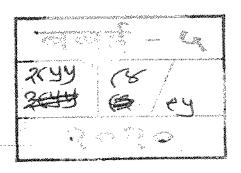
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# Data of Bank Receipt for GRN MH001925237201920R Bank - IDBI BANK

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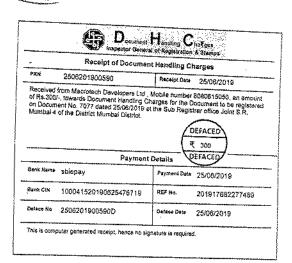
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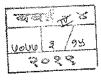
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TG ALL TO WHOM THESE PRESENTS SHALL COME, Weight Surgodran Rair, MR. Patck Monits and Mr. Manita Bakshi adults, Indian inhabitants having ducisiting address at 412, Floor of Tag Variety and Mr. Chambers, Cawaşii Patel Road, Horninan Circle, Fort Journal of Coll and being Power of Attories Soliders for 1) Macrotech Developers Limited (Formetry known as Lodha Developers Limited). 21 Palava Dwellers Private Limited, both company incomparated and registered under the provisions of the Campanies Act, 1956 and having their registered address at 412. Floor 4, 176 Varihaman Chambers, and Address Cowasis Patel Road, Isorosinae Circle, Fort, Mumbal stassoci Thereinafter collectively referred to as "the said Companies", which expression shall unless it be resigned to the context of members, and include their successors and assigns) DO MERCEN SERVICE TIME. CA CA Section 25

WHEREAS: Uptite / <u>gu</u> . The said Companies are encaded in bush

- esty d**omonic**nes**C**arleS constructing various buildings comprised of residential and commercand senting such residential and commercial programses/ structures misės/ structures in teurnbai. Thank and elsewhere in India.
- nenîs to Seil, Agreoments to Aé Freeligitation Agreements to Sell, (Agree and ticense Agreements, Lease Deed and such controlled and commercial premises assume the prospective purchasers for the sale/transfer/scense of such presidential and commercial premises/ structures are required to be signed, executed, admirited address and registerest before the concerned subar of Assurances from since to Lime.
- By Special Power of Attorney dated 20 06 Son day registered with the Sub-Registrar of Sub-Registrar of Sub-Registrar of By Special Power of Attarney dated <u>Actions are the power of Attarney dated</u> Actions and things and exercise to include the said Companies oppointed us as their true and lawful attaches to joinfly and or severably do all or any of the acts, deeds, matters and things and exercise is the powers and authorities mentioned in the said Special Power of Attarney dated <u>Actions</u> for any date the said Companies. By the said Special Power of Attarney dated to substitute and appoint in our place one artifacts and stitutes on the terms as we shall deem fit and proper for exercising all or any of the powers and authorities and to so all acts, things, matters and things under the said Special Power of Attarney dated <u>Actions</u> 2010-212
- Therefore, in order to facilitate the provarious Agreements to Sell/Agreement is Assigns/eave and License Agreements/Lease Deed/Deeds of Reculfication or Cancellishin or Conformation and such other necessary documents in relation to the safe/transfer/furnish of residential and commercial premises/ structures in the buildings constructed by an and Companies in various development projects in Cavour of their prospective purchasers, business the offices of Sub-Registrar of Assurances at Numbal District. These District and at other pages in mula, we are desirous of appointing (3) hor, Pandhari Kesarkar, (2) Mr. Rahul Wandsief, 3) fer, Ramnath Rowal and 1) Mr. Pramod Kamble 5) Mr. Pratap Satavekar, 6) Mr. Shallayis Room, Jointh and/ or averally, as pur true and steare joins,

u O AND GENERALLY to do all acts, deeds, matters things polating to the admitting execution and registration of the Agreements to Sell/Agreement and income Agreements/Leave Deeds/Deeds of Agreements/Leave Deeds/Deeds NO GENERALLY to do all acts, deeds, matter the sale/transfer/license of the residential and commercial units and outer anchievy and annueries documents, papers, forms and deads in connection with such Agreements to Sell/Eregistration Agreements to Sell/Agreement to Assign/ Leave and License Agreements/Lease Deeds/Deeds of Recrification or Cancellation or Confirmation entire as the risk and cost of the said Attorney/s.

so far as the Attorneys are in employment of any of the said companies.

AND WE RERERY ratify and confirm in capacity as whatever the said Attorneys shall do ar rause to be attorney will be used for company registry

S. Colone A September 200 U OSO 

IN WITHESS WHEREOF WE MIR. SURENDRAN NAIR ME PATRICK MONIS and MS. NAMITA BAKSHI have hecounte set and subscribed but respective isancial of Attorney on this 20<sup>TH</sup> day of june

SIGNED AND DELIVERED By the within named MR. SURENDRAN NAIR in the presence of

SIGNED AND DELIVERED Av itse within named MR, PATRICK MONES In the presence of

By the witten named MS, NAMETA BAKSHI 1}\_\_\_\_{1}









the Agroements to Sell/Agreements to Assign, Leave and Dirense ner related documents with/in taxour of the prospective purchasers in . horeisafier

NOW KNOW YE ALL AND THESE PRESENTS WITNESS 1844 WE MR. SURENDRAW NAIR, MR. PATRICK MONIS and MS. MAMISA BAXSHI, adults, Indian Inhabiturits, having office address at 412, Floor- 4, 17G Vardhaman Chambers, Cawasii Patel Road, Horniman Circle, Fort, Mumbal-400 001 do hareby nominate, constitute and appoint  $(\mathfrak{h})$  Mr. Pandhari Kesarkar, Indian Inhabitant, having office address at 432, Floor: 4, 12G Verdhamao Chorobery, Cawasji Patel Kond, Horsiman Citcle, Folk, Murnhai-400 001; (2) atr. Rahul Wandeker, kidisa Inkabitans, having office address at 412, Figor- 4, 17G Verdisanian Chambers, Cowașii Potel Road, Horniman Circle, Fort, Mumbai-400 001, (3) Mr. Ramnath Rawal, Indian Interditions, thereing office address at 412, Floor- A, 17G Vardhaman Chambers, Cawagi Patet Road, proman Circle, Fort, Mumbel-100 001, (4) Mr. Premod Kemble, Indian Ichabitant, having office address at 412, Sloor- 4, 176 Verdhaman Chambets, Cawasji Patel Road, Horninan Circle, Fort, Asumbal-400 001, (5) Mr. Pratap Satavekar, Indian Innabitant, Saving office address at 412, Fibor. 4, 176 n Chambers. Casvasji Puter Road, Horminian Circle, Fort, Asumhai 400 001, (6) Mr. Shallash only Thebitans, having office address at 412, Floor- 4, 17G Vardhaman Chambers, Cawas, Pases ithnyn Circle, Fors, Numbai 400 001 (tereinafter collectively referred to as 'Attorneys' and "dually as "Attachery" Jointly and/ or severally, as our true and lawful attachery/s to do following acts deeds matters and fellings and to exercise all or any of the powers and authorities bereinafter conferred

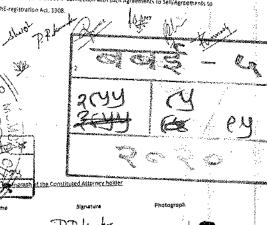
and is to Say:

April is to Say:

Rendered and lodge for registration with the conserved Sub-Begistrar of Assurances the Agreements to Salk Evergistration Agreements to Salk Agreements to Assign, Leave and Evense Agreements, lease Deeds. Deeds of Rectification or Cantellottes or Conformation and other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sulf/Agreements to Assign/ E-registration Agreements to Self, Leave and License Agreements/Lease Deeds/ Deeds of Rectification or Carrellation or Confirmation executed by us and relating to the sale/fransfer/sicense of the residential and commercial units and other

To appear and admit execution before the concerned Sub-Registrar of Assurances of such executed Agreements to Seii, Scregistration Agreements to Sell, Agreements to Assign, Leste and License Agreements, Lease Deeds, Doods of Recification of Cancellation of Confirmation and other ancillary and incidental disconnects, payers, forms and deeds.

বৈ Comply with all the requisitions and complete all the formalities to register such Agreements to Self/Agreements to Assign/ & registration Agreements to Self/Leave and Exercise Agreements/Lease Deeds/Deeds of Rostification or Cantellation or Confirmation retaining to the sele/transfer/license of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to SelfAgreements to Assign ander the-registration Act, \$308.



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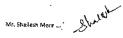


















Office of the Registrat of Companies Everest, 100 Marine Drive, Mambai, Maharashtra, India, 466602

Curlificate of incorporation pursuant to change of name (Pursuant to rule 19 of the Companies (Incorporations lines, 2014)

Corporate Identification Stanbor (CDS): U45760MH199591.0693941

I hereby centify that the name of the company has been changed from LODBA DEVELOPERS LIMITED to MACROTECH BY VELOPERS LIMITED to with effect from the date of this errorance and that the company is finited by states.

cases was the name LOBBA DEVELOPERS PRIVATE LOSS DED.



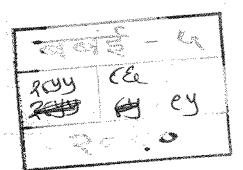
Maiting Address as per record available in Register of Companies office:

MACROTECH DEVELOPERS EIMITED

v 422, Fluor, 4, 17G Vuodinanan Chamber, Cawasji Pasel Road, Horninan Circle, Fort, Mushbal, Maharastara, Itulia, 408001



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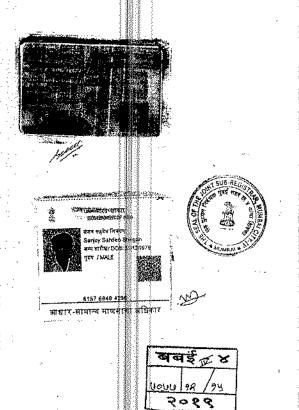
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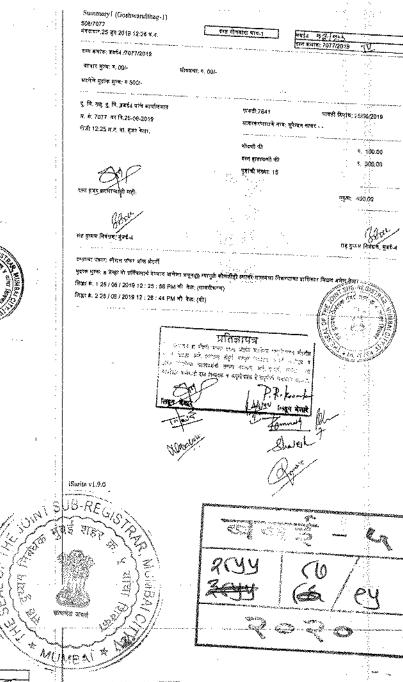
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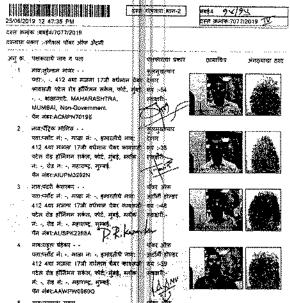
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भावः(समाधः रावसः - । कार्त्स्मारे सं : , मासा मः , इमारतीये मार्कः ६१२ श्वा पत्रकः रोजी वर्षमान येवर काष्ट्रमार्कः पटेकः रोड हॉर्निमम सर्कतः, पोरं, मुंबई, स्ताकः भः -, रोड माः -, महाराष्ट्र, मुम्बई, रीत मंबर:A,EEPAS1834.

सावाप्रमाण कामके -पताप्पर्वेट मं - स्वाचा मं - इम्बरतीये तथ्रे 412 4थर मजारा 17ओ वर्धमान पेक्ट कर्त्वार्थे भंदर रोड डॉर्मिंगम सर्कत, पार्ट, मुंबई, क्लीक मं - रोड मं - अहमान्द्र, मुन्बई, केंत्र नंबर-AOFPK3153M



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भारत अस्ति और -- व्यवस्था स्था अद्भाव अस्ति स्थापन स्यापन स्थापन स्यापन स्थापन ्यान स्थापन कर्षे । अपना स्थापन स्यापन स्थापन स्यापन स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन स्थापन स्था बहिल दरावणांक क्रमा देखार एकार एकारणांक क्रमां प्रीतर प्रांच केटमी या राज देखा कराव दिलाने करून करावत विकास करें। यो सक्षां 2010 है। 2010 12 - 45 , 62 PM क्षतिक कृतक १९४ विकटेल अवस्था के ते एकाएँका कावर रोगर काम कावतिक शोक्तावास, व स्थान सीजाब माणिताक प्रशहरणक रसर च्या १६ प्राप्त-११ क्या राज्यम १२०० व्योग्यस रोजन कावसाओं प्रश्नकीर प्राप्त शह (विकेशन स्वीत्क, व्योर्ट, मुंबई रिका वाप्त-१९०००१ इ. ज्यातासदेश श्रम्भावतः -नाम १ जारा २१३ तथा भवता १९४६ तथिका संग्रह स्वायमकी स्थापनाथ १९४४ तथा क्षेत्रीयका स्थाप, जोटे, मुक्के १९४४ व्येष्टर स्थापनाथ France of the 2012 1 OE 1 2019 12 : 44 : 55 570

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# आयकर विमाग भारत सरकार INCOMETAX DEPARTMENT GOVT. OF INDIA



# भारत सरकार



स्याची लेखा संख्या बार्ड Partement Account Number Card

AAXPU5923D

VAIBHAV SHANTARAM UTTEKAR

रिया का भागा Father's Name Shantaram Babu Uttekar

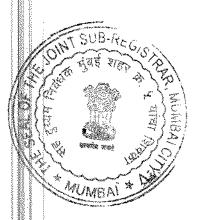




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# भारत सरकार GOVERNMENT OF INDIA

वैभव शांताराम उत्तेकर Valbhav Shantaram Uttakar

जन्म वर्ष / Year of Birth : 1988 पुरुष / Male

5202 4929 1552



विवार - सामान्य माणसाचा अधिकार



## भारतीय विशिष्ट ओळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address :

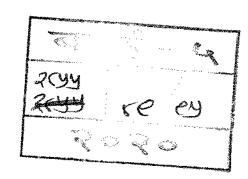
शाहाराम उत्तकर १९५४ मजला शांती निकतन सीसायटी,, अन्त्रीय संकेल जवळ

बात रस्ता, सुंबई हाशङ्क, ४०००३१ 5/O Shantaram Littakar 407/4th floor shanti niketan chs., 289/1 near jacob circle seat rasta, Mumbai Maharashtra, 400011



## 🏄 adhaar - Samanya Maansacha Adhikaar





आयकर विमाग INCAMETAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card ABJPW9553E

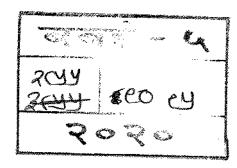
HTR ( Agne VAIBHAVI VAIBHAV UTTEKAR

पता को नाम / Father's Name RACHUNATH LAXMAN WADKAR जन्म को नोगल / Date of Surth 04/02/1991

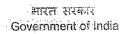


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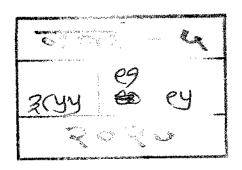


वैभवी वैभव उत्तेकर Vaibhavi Valbhav Uttekar जन्म तारीख / DOB : 04/02/1991



4914 0481 7962

माझे आधार, माझी ओळख





### भारतीय क्रिक्टिओल्ड ऑक्टब प्राधिकरण

### Unique Identification Authority of India

पत्ता

पता W/O वैभव उत्तेकर, 407, 4 फ्लोर शांतीनिकेतन सीएचएस, साने गुरुजी मार्ग, जेकब सर्कल जवळ, सातरस्ता, मुंबई, जेकब सर्कल, महाराष्ट्र, 400011

Address:

Address: W/O Vaibhav Uttekar, 407, 4th Floor, Shantiniketan CHS, Sane Guruji marg, Near Jacob Circle, Saatrasta, Mumbai, Jacob Circle, Maharashtra, 400011

4914 0481 7962

1947

www





# GOVERNMENT OF INDIA

प्रशांत शांताराम उतेकर Prashant Shantaram Utekar DOB: 25-06-1996 Gender:Male



2202 3895 7053

आधार - आम आदमी का अधिकार





# भारतीय विशिष्ट पहचान प्रोधिकरण (NIQUE DENTIFICATION AUTHORITY OF INDI/

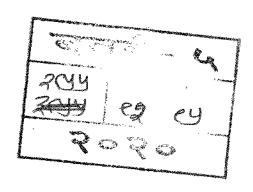
S/O शांताराम उत्तेकर, ४/४०६, शांती
किकेतन, को-ऑपरेटीव्ह हॉसिंग
सोसायटी, साने गुरुजी मार्ग, सातरस्ता, आयखळा(प), मुंबई, मुंबई, महाराष्ट्र, अविकारा Mumbai, Maharashtra, 400011















शांतरराम बाबू उतेकर Shantaram Babu Utekar जन्म अर्थे / Year of Birth : 1952 पुरुष / Male



4887 7946 4310

भाधार — सामान्य माणसाचा अधिकार





# भारतीय विशिष्ट ओळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

प्रशा S/O बाबू उत्तेषक, ४/४०७, शांती Address: S/O Babu Utekar, ४/४०७, शिंक्षण, को-ऑपस्टीब्ट हौसिंग मोसाबटी, Shanti Niketan, Co-Operative Housing Society, Sane Gurum marg, Saatrasta, Byculla West

marg, Saatrasta, Byculia West, Mumbai, Maharashtra, 400011

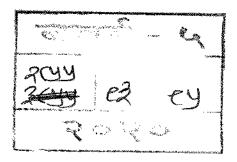


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P.O. Box No. 1947, Bengsluru-550 081



509/2855

शुक्रवार,20 मार्च 2020 5:07 म.नं.

दस्त गोषवारा भाग-1

दस्त क्रमांक: 2855/2020

दस्त क्रमांक: बबई 5 / 28 5 / 2020

बाजार मुल्य: रु. 1,10,78 210/-

मोबदला: रु. 1,46,18,888/-

भरलेले मुद्रांक शुल्क: रु 🔞 / ,500/-

दु. नि. सह. दु. नि. बबईऽ याचे कार्यालयात

अ. क्रं. 2855 वर दि.20-03-2020

रोजी 5:06 म.नं. वा. हजर केंद्रा

पावती:3057

पावती दिनांक: 20/03/2020

सादरकरणाराचे नाव: वैभव शांताराम उत्तेकर --

नोंदणी फी

30000.00

दस्त हाताळणी फी

1900.00

पृष्टांची संख्या: 95

एकुण: 31900,00

सह दुर्ध्यम निबंधक, मुंबई-ई

दस्त हजर करणाऱ्याची सही

य्यम निबंधक, मुंबई-5

दस्ताचा प्रक्रारः करारनामा

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

शिक्का क्रं. 1 20 / 03 / 2020 05 : 06 : 40 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 20 / 03 / 2020 05: 07: 31 PM ची वेळ: (फी)

प्रतिहासन

\* सदर दस्तरेवज हा नॉद्या कायदा १९०८ अंतर्गत असलैल्या तरमुदीनुसारच नॉदगीस दाखल केतेला आहे. के स्वामील संपूर्ण मनपूर, नियादक व्यक्ती, सामीदार र सोबत जोडलेल्या कागद्रप्रकृति एत्यहा त्यासरी आहे. "दस्ताची 'तत्यहा, चैंबता कायदेशीर बाबीसाठी दस्त है कादक द कपुलीसारक हे संपूर्णपने जमानदार सहतील.

देगारे:



दस्त गोषवारा भाग-2

विबई5

दस्त क्रमांक:2855/2020

स्थायाचित्र

दस्त क्रमांक :बबई5/2855/2020 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व प्रशि अनु क्र.

नाव:वैभव शांताराम् विज्ञैकर - -पताः जांट नं -, मुळी नं -, इमारतीचे नावः 407/4था मजला , शांती निकतन कोतीचे लि साने गुरुजी मार्ग , जेकब सर्कल जवळ , मुंबई इंडिया , ब्लॉक नं -, रोड नं: -, महाराष्ट्र, मुंबई. पन नंबर:AAXPU5523D

नाव:वैभवी वैभव उत्तेवर -पत्ता:प्लॉट नं: -, मुक्य नं: -, इमारतीचे नाव: 407/4था मजला , शांती निकेतन कोहाँसे हि. साने गुरुजी मार्ग , जेकब सर्कल जवळ , मुंबई इंडिया, ब्लॉक में , रोड नं: -, महाराष्ट्र, मुंबई. पन नंबर:ABJPW9\$53E 2

नाव: मॅक्रोटेक डेव्हक्षी कि तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. 3 राहुल वंडेकर राहुण वर्डणर पत्ताः प्लॉट नं: -, माळा नं: , इमारतीचे नाव: 412 4था मजला 17जी स्वाक्षरी। वर्धमान चेंबर कावस्था पटेल रोड हॉर्निमन सर्कल फोर्ट मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई, पॅन नंबर:AAACL1#901

पक्षकाराचा प्रकार लिहून घेणार वय:-31 स्वाक्षरी:-

लिहून घेणार -29 स्वाक्षरी:-

लिहून देणार

वयं:-40













वरील दस्तऐवज करुन देणार तथाकथी। क्रारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:20 / 03 / 2020 05 : 09 : 08 PM

दस्तऐवज निष्पादनाचा कबुलीजबाब दें भी सा सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	isalळण्यात आला आहं. त्यांबाबंत प्राप्त माहिती पुढीलप्रमाणे आहे. Information received from UIDAI (Name, Gender, UID, Photo)
1	<b>तिहून ग्रेश</b> वैभव शांताराम् उतेकर	20/03/2020 05:10:09 PM	वैभव शांताराम उत्तेकर M XXXX XXXX 1552
2	<b>तिहर घेणार</b> वैभवी वैभव उत्तास	20/03/2020 05:09:44 PM	ਕੈਮਰੀ ਕੈਮਕ उत्तेकर F XXXX XXXX 7962
3	तिहून देणार मॅक्रोटेक डेव्हलपर्स लि. तर्फे इ. मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वेडेकर	20/03/2020 05:09:27 PM	राहुल मनोहर वंडेकर M XXXX XXXX 7379

शिवका क.4, वीर्षेळ: 20 / 03 / 2020 05 : 10 : 10 PM

शिक्का के दूर्वी वेळ: 20 / 03 / 2020 35 : 10 : 15 PM नोंदणी पुस्तक 1 मध्ये

सहक्रिक्सिक क्रिक्टां हा का

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sr.	Purchaser	Туре	V	rification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	VAIBHAV SHANTARAM UTTEKAR	eChallan	00	040572020032062326	МҢ013689351201920Е	877500.00	SD	0007011836201920	20/03/2020
2	VAIBHAV SHANTARAM UTTEKAR	eChallan			MH013689351201920E	30000	RF	0007011836201920	20/03/2020
3		DHC			2003202004828	1900	RF	2003202004828D	20/03/2020

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

2855 /2020

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दिनांक 2010317

प् सर्, दुव्यमिनवंधक, मुंबई शहर क. ५