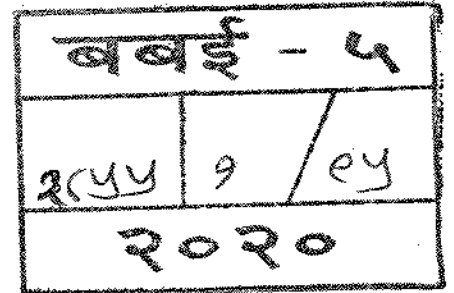


मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)	
Valuation ID	202003204786 20 March 2020, 05:03:55 PM बबई 5
मूल्यांकनाचे वर्ष जिल्हा मूल्य विभाग उप मूल्य विभाग सर्व्हे नंबर / न. भू क्रमांक :	2019 मुंबई (मेन) 15-सॉल्ट पॅन डिव्हिजन 15/105 C-मुल्यदर विभाग क्र. 15/105 मधील सिटिएस क्र.8 सि.टी.एस. नंबर#8
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. खुली जमीन 85800	निवासी सदनिका 191900 कार्यालय 211100 दुकाने 282900 औद्योगिक 191900 मोजमापनाचे एकक चौरस मीटर
बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र (Built Up)- बांधकामाचे वर्गीकरण- उद्वाहन सुविधा- प्रकल्पाचे क्षेत्र- Sale Type - First Sale Sale/Resale of built up Property	46.497 चौरस मीटर 1-आर सी सी आहे 2 to 10 hector मिळकतीचा वापर- मिळकतीचे वय- मजला - निवासी सदनिका 0 TO 2वर्षे 11th floor To 20th floor मिळकतीचा प्रकार- मूल्यदर/बांधकामाचा दर - कार्पेट क्षेत्र- बांधीव Rs.191900/- 42.27 चौरस मीटर
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= ((घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %).
प्रकल्पाचे क्षेत्रानुसार	निवासी सदनिका करिता प्रती चौ. मीटर दर = Rs.201495/-
मजला निहाय घट/वाढ	= 110% apply to rate= Rs.221644/-
घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा.यानुसार टक्केवारी) + खुल्या जमिनीचा दर = (((221644-85800) * (100 / 100)) + 85800) = Rs.221644/-
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 221644 * 46.497 = Rs.10305781.068/-
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	13.94 चौरस मीटर = 13.94 * (221644 * 25/100) = Rs.772429.34/-
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लागतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी = A + B + C + D + E + F + G + H + I = 10305781.068 + 0 + 0 + 0 + 772429.34 + 0 + 0 + 0 + 0 = Rs.11078210.408/-

Home Print





CHALLAN
MTR Form Number-6



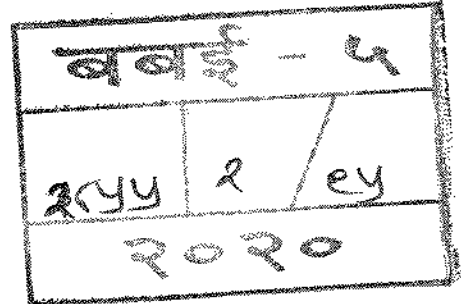
GRN	MH013689351201920E	BARCODE			Date	20/03/2020-09:56:13	Form ID	25.2		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)						
Office Name	BOM2_JT SUB REGISTRAR MUMBAI CITY 2			PAN No.(If Applicable)	AAXPU5923D					
Location	MUMBAI			Full Name	VAIBHAV SHANTARAM UTTEKAR					
Year	2019-2020 One Time			Flat/Block No.	B 1903, LODHA ESTRELLA, NEW CUFFE					
				Premises/Building	PARADE					
Account Head Details			Amount In Rs.							
0030045501	Stamp Duty		877500.00	Road/Street	OPP IMAX DOME, EASTERN FREEWAY					
0030063301	Registration Fee		30000.00	Area/Locality	MUMBAI					
				Town/City/District						
				PIN	4	0	0	0	2	2
				Remarks (If Any)	PAN2=AAACL1490J~SecondPartyName=MACROTECH DEVELOPERS LIMITED-CA=14618888					
				Amount In	Nine Lakh Seven Thousand Five Hundred Rupees Only					
Total			9,07,500.00	Words						
Payment Details			STATE BANK OF INDIA		FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	Ref. No.	00040572020032062326	CKM5941700				
Cheque/DD No.			Bank Date	RBI Date	20/03/2020-09:58:48	Not Verified with RBI				
Name of Bank			Bank-Branch		STATE BANK OF INDIA					
Name of Branch			Scroll No. , Date		Not Verified with Scroll					

Department ID :

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

Mobile No. : 9987103959

सदर चलन केवल दुय्यम निबंधक कार्यालयत नोदणी करावयाच्या दस्तांसाठी लागू आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.





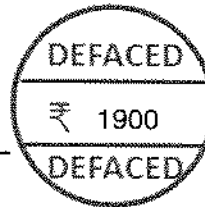
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2003202004828

Receipt Date 20/03/2020

Received from Macrotech Developers Ltd, Mobile number 0000000000, an amount of Rs.1900/-, towards Document Handling Charges for the Document to be registered on Document No. 2355 dated 20/03/2020 at the Sub Registrar office Joint S.R. Mumbai 5 of the District Mumbai District.



Payment Details

Bank Name sbiepay

Payment Date 20/03/2020

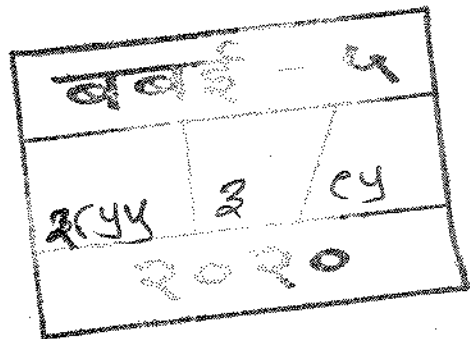
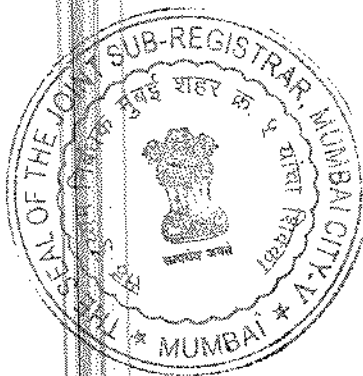
Bank CIN 10004152020032004119

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



GRN	MH013689351201920E	BARCODE	[Barcode]		Date	20/03/2020-09:56:13	Form ID	25.2		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)	AAXPU5923D					
Office Name	BOM2_JT SUB REGISTRAR MUMBAI CITY 2			Full Name	VAIBHAV SHANTARAM UTTEKAR					
Location	MUMBAI			Flat/Block No.	B 1903, LODHA ESTRELLA, NEW CUFFE					
Year	2019-2020 One Time			Premises/Building	PARADE					
Account Head Details				Amount in Rs.						
0030045501 Stamp Duty				877500.00						
0030063301 Registration Fee				30000.00						
				Road/Street	OPP IMAX DOME, EASTERN FREEWAY					
				Area/Locality	MUMBAI					
				Town/City/District						
				PIN	4	0	0	0	2	2
				Remarks (If Any)	PAN2=AAACL1490J-Second Party Name=MACROTECH DEVELOPERS LIMITED-CA=14618888					
				Amount In	Nine Lakh Seven Thousand Five Hundred Rupees Only					
Total				9,07,500.00	Words					
Payment Details				FOR USE IN RECEIVING BANK						
STATE BANK OF INDIA				Bank CIN	Ref. No.	00040572020032062326		CKM5941700		
Cheque/DD Details				Bank Date	RBI Date	20/03/2020-09:58:48		Not Verified with RBI		
Name of Bank				Bank-Branch		STATE BANK OF INDIA				
Name of Branch				Scroll No. , Date		Not Verified with Scroll				

Department ID :

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

Mobile No. : 9987103959

सदर चलान केवल दुर्यम निवधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलान लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-509-2855	0007011836201920	20/03/2020-17:07:39	IGR550	30000.00



AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 20th 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

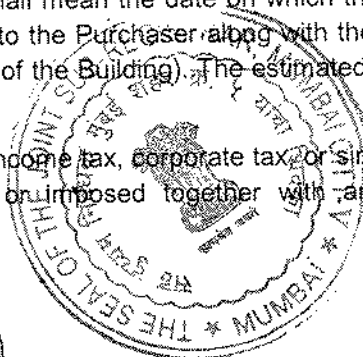
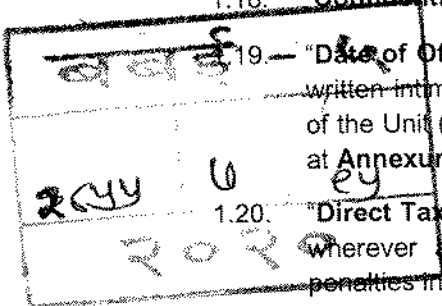
Vaibhav Shantaram Uttekar and Vaibhavi Vaibhav Uttekar residing / having its address at **407/ 4th Floor, Shanti Niketan CHS LTD., Sane Guruji Marg, Near Jacob Circle, Mumbai-400011 India** and assessed to income tax under permanent account number (PAN) **AAXPU5923D, ABJPW9553E** hereinafter referred 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 "**Parties**".

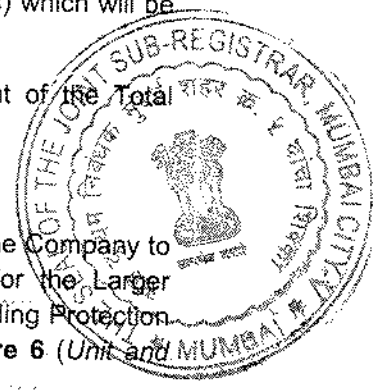

Vaibhav Uttekar

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



- 1.21. "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 "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.30. "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 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.31. "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 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.



Handwritten signatures and initials are present at the bottom of the page. One signature appears to be 'W. K. Wadgaonkar' and another is a stylized signature. There is also a simple geometric drawing consisting of a triangle and a vertical line.

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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 3rd 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.

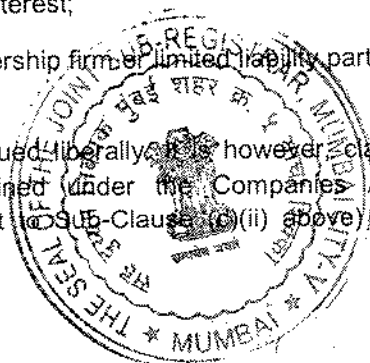
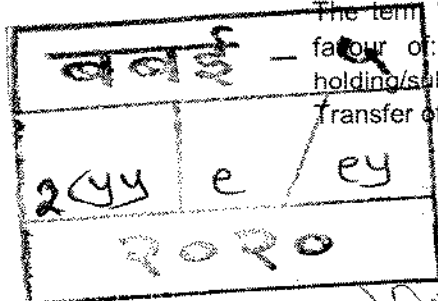
1.44. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.

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,
- 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 or limited liability partnership, the change in constitution thereof.

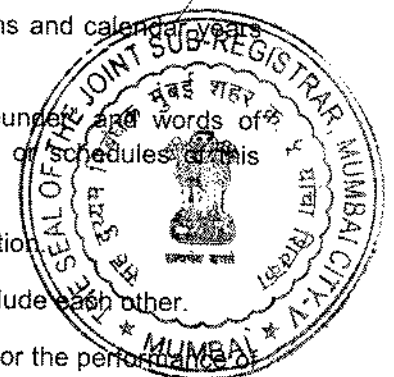
The term "Transfer" shall be construed liberally. It is however clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to SUB-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.



- 1.47. "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;
 - All statutory instruments or orders made pursuant to a statutory provision; and
 - Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 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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- 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. **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

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

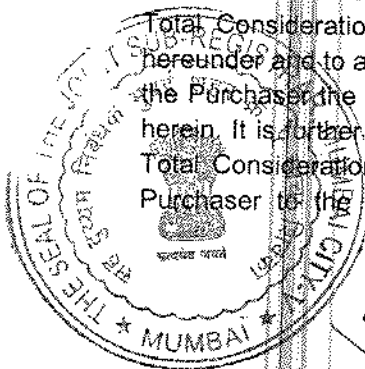
- 4.5. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.6. The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of 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**

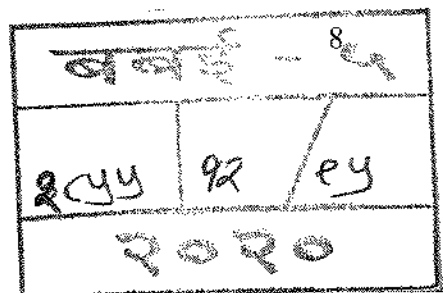
- 5.1. The Company has constructed the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the 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/veranda/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. **SECURITIZATION OF THE TOTAL CONSIDERATION**

- 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 further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser 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**

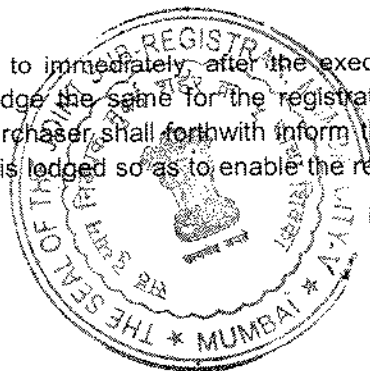
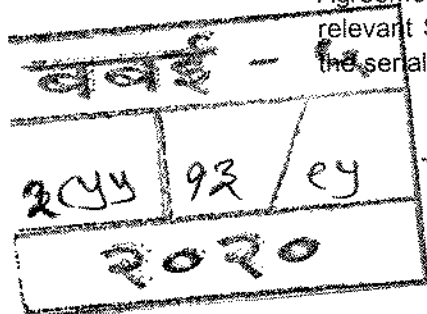
- 7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (**Loan**) and any mortgage created or to be created over the Unit in connection with such Loan (which requires 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



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

10. **POSSESSION**

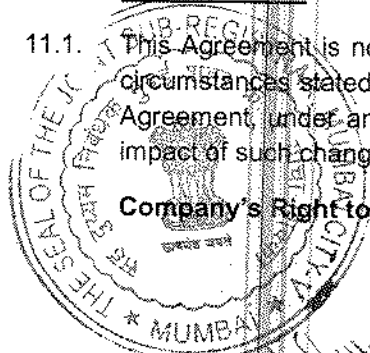
- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser on or before the estimated DOP set out at **Annexure 6 (Unit 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 on 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 Purchaser in any way including in respect of payment of interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:
- Any event of *Force Majeure*;
 - Riots / other civil disturbances;
 - 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.

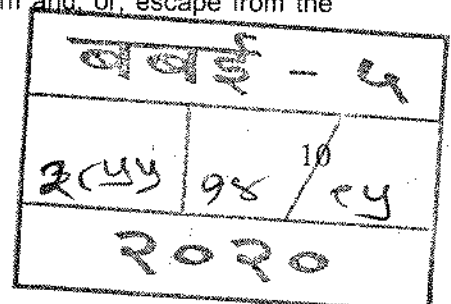
11. **TERMINATION**

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

Company's Right to Terminate



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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 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**

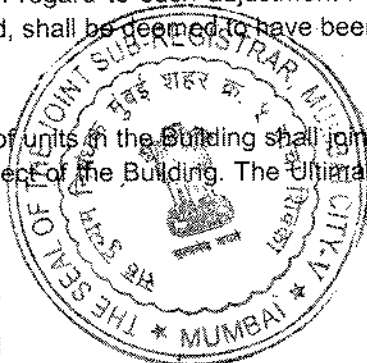
13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company 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 deemed to have been waived.

14. **ULTIMATE ORGANISATION**

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

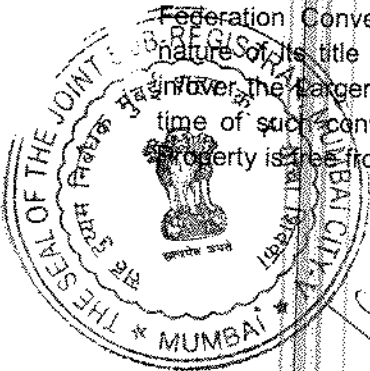
14. <u>ULTIMATE ORGANISATION</u>		
14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation		
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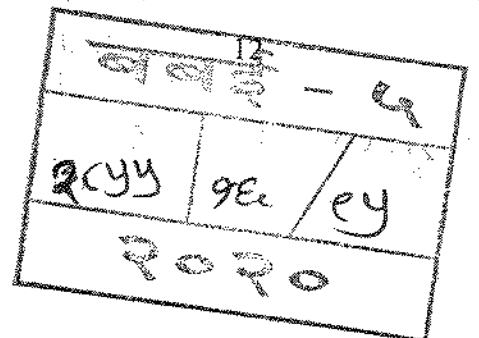


shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and 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 nature of its title to the Larger Property as well as encumbrances and/or claims, if any in favour of the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances.



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

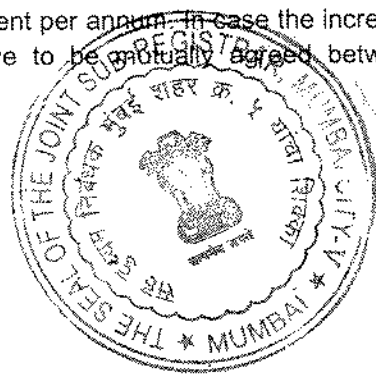
- 15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company (FMC). The FMC will be appointed by the Company for a period of upto 60 (sixty) months commencing from the 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
 - b. 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 mutually agreed between the Purchaser and the FMC.

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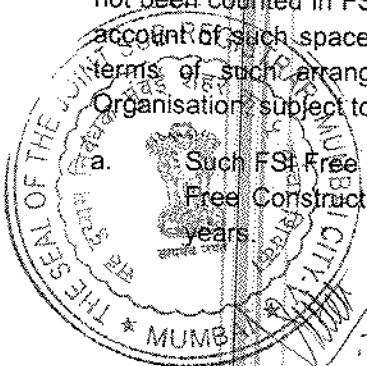


- 15.9. The Purchaser undertakes to make payment of the estimated BCAM charges and FCAM charges for the period stated in in **Annexure 6 (Unit and Project Details)** from the CAM Commencement Date on or before the Date of Offer of Possession.
- 15.10. Where units in the Building remain unsold after the 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:

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



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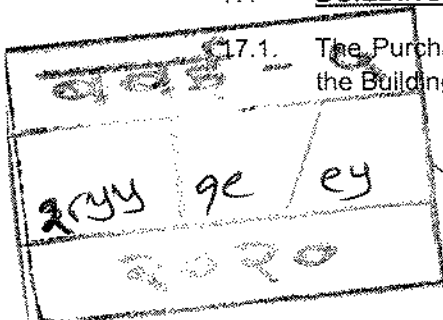
- b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
 - c. Any external members of such facility shall abide by the security, dress 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**

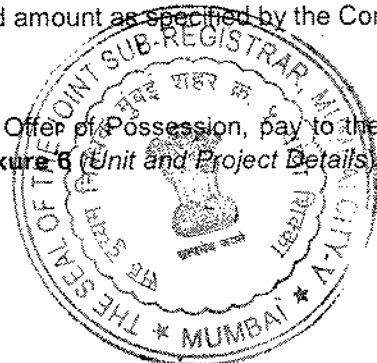
- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 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.

17. **BUILDING PROTECTION DEPOSIT**

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



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

19. **INTEREST**

- 19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.30) 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.

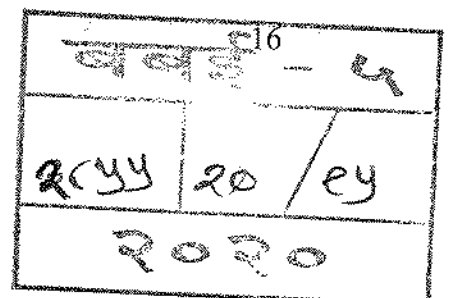
20. **PURCHASER'S COVENANTS**

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

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



[Handwritten signature]
Vishal Jethani



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

- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company);
- (ii) Not make any changes to the common area/lobby and structural changes in the Building;
- (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
- (v) Not change the location of the wet/waterproofed areas;
- (vi) Not make any alteration in the elevation and outside color scheme of the Building;
- (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Partis 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 tenable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.

- b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- c. The Purchaser 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.

f. 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.

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

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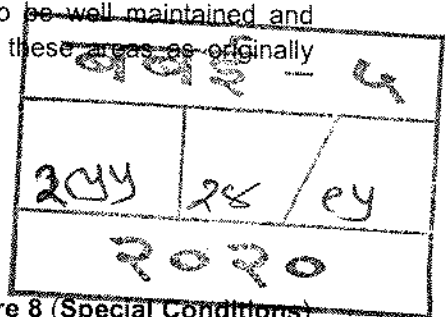
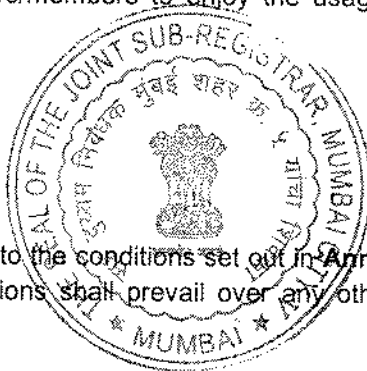
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- w. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates 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.
- y. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary 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 comply 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.
- z. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/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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 [Signature] [Initials] [Signature]

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**

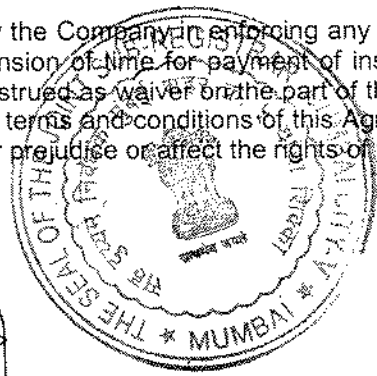
- 24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall 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 Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

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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.

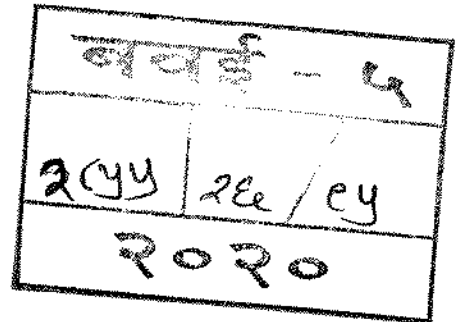
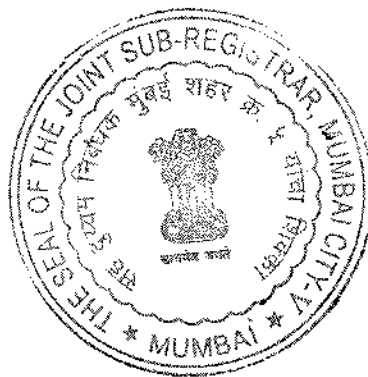
27. **CONFIDENTIALITY**

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:

- a. 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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Vantekam

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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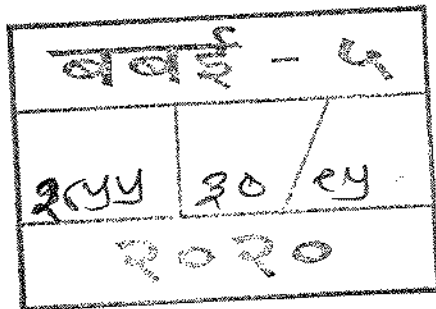
REPORT ON TITLE

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 Wadala Truck Terminal, Mumbai (Plot of land)

- I have prepared this Title Opinion in respect of the above plot of land, more particularly described in the Schedule hereunder written, on the basis of various title documents of the transaction as hereinafter 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
 - Bid/Tender Document with annexures thereto annexed.
 - Undated Minutes of the Pre-Bid Meeting held between the Authority and the Bidders.
 - Minutes of the After Bid Meeting held on 08/05/2010 between Mumbai Metropolitan Regional Development Authority and the Company.
 - Offer Letter bearing No.MMRDA/T&C/WTT/01/2010 dated 22nd November 2010 and the Lay Out Plan annexed thereto for the said Plot of land admeasuring 92600 sq.mts.
 - Acceptance Letter dated 24/11/2010 by the said Company to the said Authority.
 - Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lodha Crown Buildmart Private Limited of the Other Part.
- Under the various notifications notified by the Government of Maharashtra the said Plot of land came to be vested in Mumbai Metropolitan Regional Development Authority (Authority) as a Owner thereof who has agreed to lease the said plot of land for development to Lodha Crown Buildmart Private Limited (Proposed Lessee) as on the date of this Certificate.
- Mumbai Metropolitan Regional Development Authority (hereinafter referred to as "the said Authority") has been designated as a Special Planning Authority to develop vast swathe of land titled as "Wadala Truck

Terminal" (WTT) (being referred hereto as larger land) pursuant to the Government of Maharashtra vide Notification No. TPB-4305/CR-318/05 dated 03/12/2005 under section 40 (1)(C) of Maharashtra Regional and Town Planning Act, 1986.

- In consequence thereof, the said Authority seized and possessed of or otherwise well and sufficiently entitled to ALL THAT 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 laid out said larger 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 (C1 Zone) admeasuring 92,600 sq.mts. (hereinafter referred to as "the said plot of land") forming part of the said larger land floated bid/tender document, in the form of Booklet, providing terms and conditions with annexures thereto including various Forms of Bid, particularly Agreement to Lease, for the auction sale 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 Bid/Tender Document.
- Under the instructions and aegis of Metropolitan Commissioner, Mumbai, a public auction sale of the said Plot of land held on 23rd April 2010 at Mumbai. Lodha Crown Buildmart Private Limited incorporated Company under Companies Act, 1956 (being referred as "the said Company") was declared as a successful highest bidder 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 offered to be leased out on certain mandatory terms, covenants and conditions to the successful highest bidder i.e. the said Company came to be approved by the said Chief (T & C) of the said Authority as per the Resolution



- passed at the 127th meeting of the Board of Authority held on 26/08/2010, subject to terms and condition mentioned in the Bid/tender document.
- In the backdrop as aforesaid in the matter, the said Authority by and under its Letter Offer for Allotment of Plot No. Block-C (C1-Zone) under No.MMRDA/T&C/WTT/01/2010 dated 22nd November 2010 (annexed thereto copy of the Block Plan showing location of the plot) addressed to the said Company, inter alia allotted the said plot of land subject to terms and conditions set out therein.
- The said Company by and under letter dated 24th November 2010 confirmed and conveyed their acceptance of the offer of allotment of the said plot of land.
- Later on, the said Company by their letter dated 22nd February 2011, had made payment of Rs.380 Crores (Rupees Three Hundred and Eighty Crores Only) by adjusting earnest money for Rs.25 Crores already deposited with the said Authority within stipulated period of 3 months from the date of the said Offer Letter, as stated therein.
- In the premises aforesaid, by an Agreement to Lease, in Form "D" dated 1st August, 2011 executed between Mumbai Metropolitan Regional Development Authority as the Licensor/the Authority of the One Part and Lodha Crown Buildmart Private Limited as the Licensee of the Other Part, the said Authority granted License and authority to Licensee to enter upon the said plot of land more particularly described in Land Schedule (8th Schedule), being referred as said plot of land hereto, to carry out development by erecting building/s thereon and further agreed to grant lease of the said plot of land for the term of 65 years for the premium amount of Rs.4050/- Crores and other amounts on terms, covenants and conditions stated therein.
- On the basis of the findings included in this report and on execution of Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lodha Crown Buildmart Private Limited of the Other Part, I am of the opinion that subject nevertheless payment of balance amount of premium as stated under the Agreement to Lease, the said Company is entitled to develop the said Plot of land free from encumbrances in accordance with the sanction plan by Transport and Communication Division of the said Authority; and upon completion of development of the said Plot of land in

According to the Agreement to Lease, MMRDA shall execute 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)**

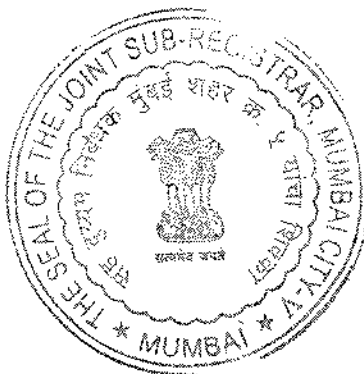
Plot No.	Block - C
Land use of the Plot	(C1-Zone)
Permissible Users	Commercial Office / Business Centers / Shopping Malls, Star Hotels and Restaurants, Entertainment Center, Sports facilities and Residential
Plot Area in sq.mt.	92,600 (including RG)
Lease Period	65 years
Rate/sq.mtr. of Built up area	INR. 81,818.18/-
Total Lease premium	INR. 4050/- Crores

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

- On or towards North : Temp. Land M/s. Metro One Private Limited
- On or towards South : 36.58 Wide Road
- On or towards East : Temp. Land M/s. J.Kumar Infraprojects Pvt. Ltd.
- On or towards West : 20 ft. wide Road

Dated this 02nd day of August, 2011

Pradip Garach
Pradip Garach
(Advocate High Court, Bombay)



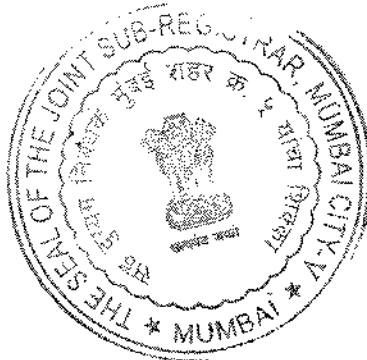
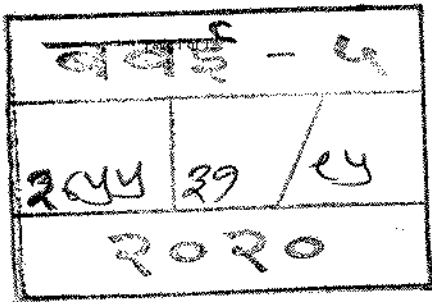
REPORT ON TITLE

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 Wadala Truck Terminal, Mumbai (Plot of land)

1. This is Supplemental to my Report on Title dated 2nd August, 2011 with respect to the captioned Plot of land particularly described in Schedule thereunder written.
2. Under the said Report on Title dated 2nd August, 2011, 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 land in terms of Agreement to Lease dated 1st August, 2011 in accordance with the sanction plan.
3. I am informed that ever since execution and registration of the said Agreement to Lease dated 1st August 2011, there are no material changes which adversely affect the said license for development of the said Plot of land.

Dated this 25th day of January 2012

Pradip Garach
(Pradip Garach)
Advocate High Court, Bombay



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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

1. This is to update my Report on Title dated 2nd August, 2011 and Supplemental Report thereto with respect to the captioned Plot of land particularly described in Schedule thereunder written.
2. Under the Report on Title dated 2nd August, 2011 and Supplemental Report on Title dated 25th 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 land in terms of Agreement to Lease dated 1st 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/MTT/Block-C/CC/Vol-III/52/2011 permitting Lodha 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.
4. 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 1st February, 2012 under Mortgage Deed registered under No. BBE2-00714/2012 on the terms and conditions stated therein.
5. Save as aforesaid, there is no material changes taken place in respect of the Title of Lodha Crown Build Mart Private Limited to the said Property.

Dated this 27th day of June, 2012

Pradip Garach
(Pradip Garach)
Advocate High Court, Bombay

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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

1. This is to update my Report on Title dated 2nd August, 2011 and Supplemental Report dated 25th January, 2012 and Supplemental Report dated 27th June, 2012 thereto with respect to the captioned Plot of land particularly described in Schedule thereunder written.
2. 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

Pradip Garach
(Pradip Garach)
Advocate High Court, Bombay

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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

1. This has reference to my earlier Report on Title dated 2nd 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.
2. Under the Supplemental Report on Title dated 27th June 2012 I have referred Deed of Mortgage dated 1st February 2012 between the Company and HDFC for mortgage of the captioned Plot of land.
3. 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 captioned Plot of land and several building constructed thereon which are detailed as follows :
 - a) By Deed of Mortgage dated 25th October, 2012 between the Company and Housing Development Finance Corporation, which was registered in the office of the Sub-Registrar at Mumbai under Serial No. BBE/5/200/2012 on 30th 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 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. BBE/5/201/2012 on 30th October, 2012 and pertains to re-conveyance in favour of the Company, of the Building No. B-3, B-4, to be constructed on the said Plot of land.
 - c) By Deed of Mortgage dated 29th October, 2012 between the Company and Central Bank of India, which was registered in the office of the Sub-Registrar at Mumbai under Serial No. BBE/5/202/2012 on 30th October, 2012, by way of which the Company mortgaged a part admeasuring 55492985 sq. mts. being Wing B-3 on the said Plot of land in favour of Central Bank of India for credit facility and on terms, covenants and conditions stated therein.

d) 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. BBE3/1488/2014 on 4th December 2014 and pertains to Wing B-4 admeasuring 39,268.932 sq. mts. on the said Plot of land in favour of LIC Housing Finance Limited for credit facility and on terms, covenants and conditions stated therein.

4. Thereafter, documentation executed on 10th March 2014 amongst the said Company as a Borrower/Mortgagor, IDBI Trusteeship Services Limited as a Security Trustee, Central Bank of India, Vijaya Bank (CBI Consortium), LIC Housing Finance Limited (LICHFL) as Existing Lenders & Canara Bank, Oriental Bank of Commerce and Andhra Bank (Canara Bank Consortium - Present Lender) & UBI and Bank of Maharashtra (UBI Bank Consortium - Present Lender) which are detailed as follows:

No.	Nature of the Document	Parties	Date of execution
1.	Master Security Trustee Agreement	The Borrower / Mortgagor, the Security Trustee, Central Bank of India, Vijaya Bank, LIC Housing Finance Limited, the Present Lenders, Union Bank of India and Bank of Maharashtra	10 th March 2014
2.	Indenture Mortgage	The Borrower/Mortgagor in favour of the Security Trustee for the benefit of Central Bank of India, Vijaya Bank, LIC Housing Finance Limited, the Present Lenders, Union Bank of India, Bank of Maharashtra and any lenders other than the aforesaid lenders providing facilities to the Borrower/Mortgagor.	10 th March 2014 registered under No. BBE3-1488-2014 of 1497
3.	Master Inter Creditor Agreement	The Security Trustee, Central Bank of India, Vijaya Bank, LIC Housing Finance Limited, the Present Lenders, Union Bank of India and Bank of Maharashtra	10 th March 2014

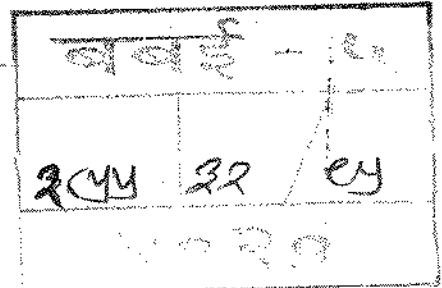
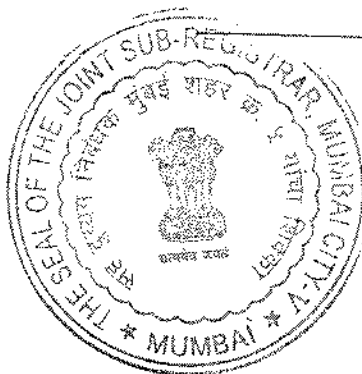
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4.	Loan Agreement	The Borrower / Mortgagor and the Present Lenders	10 th March 2014
5.	Inter Creditor Agreement	The Present lenders and the Security Trustee for the benefit of the Present Lenders	10 th March 2014
6.	Escrow Account Agreement	The Borrower / Mortgagor, the Present Lenders, the Security Trustee for the benefit of the Present Lenders and the benefit of the Present Lenders	10 th March 2014
7.	Corporate Guarantee	The Guarantor in favour of the Security Trustee for the benefit of the Present Lenders	10 th March 2014
8.	Declaration	The Borrower / Mortgagor in favour of the Present Lenders	10 th 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 passu mortgages/charge in favour of IDBI Trusteeship Services Limited (Security Trustee) for the benefit of Central Bank of India, Vijaya Bank (CBI Consortium), LIC Housing Finance Limited (LICHFL) as Existing Lenders & Canara Bank, Oriental Bank of Commerce and Andhra Bank (Canara Bank Consortium - Present Lender) & UBI and Bank of Maharashtra (UBI Bank Consortium - Present Lender) which also includes HDFC Limited on the security of the said land and Buildings viz. Wing A1, 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.

6. By Deed 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 No. BBE3-1488-2014 on 10th March 2014 as evident from the online search copy of the Index - II dated 11th March 2014 wherein the said

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land and the construction of Wing A1, A2, C5, C6, D7, D8, E9, E10 and Commercial Wing and receivables thereof were re-conveyed and transferred to the said Company.

7. By Deed of Re-conveyance dated 10th March 2014 executed by 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-Registrar of Assurances, Mumbai 3 under Serial No. BBE3-1488-2014 on 10th March 2014 as evident from the online search copy of the Index - II dated 11th March 2014 wherein the said land and the construction of Wing B3 admeasuring 55492.865 sq. mtrs and receivables thereof were re-conveyed and transferred to the said Company.

8. By Deed of Release dated 10th March 2014 executed by LIC Housing Finance Limited in favour of the Borrower/Mortgagor, registered with the Sub-Registrar of Assurances, Mumbai 3 under Serial No. BBE3-1488-2014 on 10th March 2014 as evident from the online search copy of the Index - II dated 11th March 2014 wherein the said land and construction of Wing B3 admeasuring 39268.932 sq. mtrs and receivables thereof were re-conveyed and transferred to the said Company.

9. I have caused Search for the year 1980 to 2013 (34 years) by D.K. Patil, in the said Registry Office which reflects that the Mortgages referred hereinabove. I have further taken online Search for the year 2013-14 which reflects aforesaid Re-conveyances and Indenture of Mortgage in favour of IDBI Trusteeship Services Limited by the said Company.

10. On the basis of the findings included in this report as well as earlier Reports referred hereinabove and subject to existing mortgage dated 10th March 2014 and other ancillary documents thereto, I once again confirm and certify that (i) the Company i.e. Lodha Crown Buildmart Private Limited is entitled to enter upon the said land as a licensee and develop the same and 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 13th day of September, 2014

(Pradip Garach)
Advocate High Court, Bombay

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SUPPLEMENTAL REPORT ON TITLE

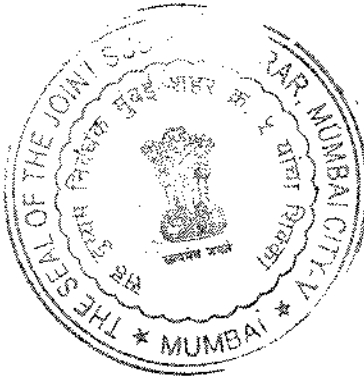
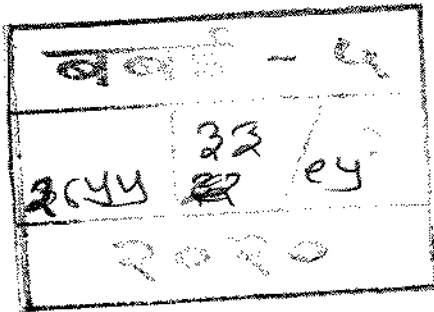
Re. Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- On the instructions of my client Lodha Crown Buildmart Private Limited ("Company") I have issued Report on Title dated 2nd August, 2011 and Supplementals thereto dated 25th January, 2012, 27th June, 2012, 20th November 2012 and 12th September 2014 thereto with respect to the captioned Plot of land particularly described in Schedule thereunder written.
- I hereby update my Report on Title by incorporating material development taken place in the intervening period from 12th September 2014 till date.
- In my Supplemental Report on Title dated 12th September 2014, I have cited Indenture of Mortgage dated 10th March 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 (hereinafter referred to as "Indenture of Principal Mortgage").
- Subsequently, the Indenture of Principal Mortgage was amended by execution and registration under No. BBE3/5215/2014 on 4th December 2014 Amendatory 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 I viz. pari passu basis land bearing C-8, No. 8, Salt Pan Division, Wing A1, Wing A2, Wing E9, Wing E10, Wing G12, Commercial Wing and Receivables thereto, SCHEDULE II viz. pari passu charge on Wing B3 and B3 Receivables thereto for the benefit of CBI Consortium, SCHEDULE III viz. exclusive charge on Wing B4 and B4 Receivables thereto for the benefit of LICHFL, SCHEDULE IV viz. pari passu charge on Wing C5, C6 and C5, C6 Receivables thereto for the benefit of UBI Consortium, SCHEDULE V viz. pari passu charge on Wing D7, D8 and Receivables thereto for the benefit of Canara Bank Consortium and SCHEDULE VI 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.

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5. By Deed of Release dated 24th June 2015 executed and registered under No.BBE3-3306/2015 on 24th June 2015 by Security Trustee with the Company whereby the Security Trustee released the pari passu charge on the land to the extent of Rs.225 Crores and first exclusive charge on Wing B3, B3 Receivables and Escrow Account relating thereto on repayment by the Company to the Central Bank of India and Vijaya Bank [CBI Consortium] forming part of the Indenture of Principal Mortgage.
6. By Second Amendatory cum Supplemental Indenture of Mortgage dated 24th June 2015 between the Company as a Mortgagor/Borrower and Security Trustee which was registered in the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/3/3307/2015 on 24th June 2015 wherein the Company has taken additional credit facility by way of creating pari passu charge in favour of Security Trustee for the benefit of Bank of Haroda Consortium Lenders viz. Bank of Baroda, State Bank of Travancore and Tamil Nadu Mercantile Bank Limited wherein the Company created charge on security of their Property mentioned in SCHEDULE I viz. pari passu basis Land bearing C.S. No.8, Salt Pan Division, Wing A1, Wing A2, Wing D9, Wing E10, Wing G12, Commercial Wing and Receivables thereto, SCHEDULE II viz. exclusive charge on Wing B3 and B3 Receivables thereto, SCHEDULE III viz. exclusive charge on Wing B4 and B4 Receivables thereto for the benefit of LICHPL, SCHEDULE IV viz. exclusive charge on Wing C3, C5 and C5, C6 Receivables thereto for the benefit of UBI Consortium, SCHEDULE V viz. pari passu charge on Wing D7, D8 and Receivables thereto for the benefit of Canara Bank Consortium and SCHEDULE VI 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.
7. By Third Supplemental Indenture of Mortgage dated 26th October 2014 between the Company as a Mortgagor/Borrower and IDBI Trusteeship Services Limited, (Security Trustee) which was registered in the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE/1/8189/2015 on 26th October 2015 wherein the Company has inter alia taken additional credit facility by way of extending exclusive charge on security of their Property viz. Wing B4 and B4 Receivables thereto for the benefit of LICHPL on the terms, covenants and conditions stated therein.
8. I have seen Certificate dated 8th December 2016 issued by Shravan A. Gupta and Associates, the Practicing Company Secretary to the effect that he has carried out an online Search through the Official website of

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

9. I have not taken independent Search of litigation filed for and against the said Company in respect of the said Property. I have been informed by the Company that there are following litigations pending:
 - (i) Writ Petition No.2727/2015 by the Company against the State of Maharashtra and Others before the Hon'ble High Court, Bombay inter alia challenging Demand Notice dated 23/12/2014 arising out of closure of balconies in the building constructed on the captioned plot of land and the same is pending.
 - (ii) Writ Petition No.1223/2016 by the Company against the Union of India and Others before the Hon'ble High Court, Bombay inter alia challenging operation and implementation of the four communications dated 15/12/2015 and 18/12/2015 which direct Regional Director Western Region, Airport Authority of India to cancel the ROC 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.
 - (iii) Suit No.925 of 2015 filed by Sachin Sonawane against the Company before the Hon'ble High Court Bombay for specific performance of the Agreement duty cancelled by the Company which is pending.
 - (iv) Appeal No.291 of 2015 filed by Commissioner of Income Tax (Central) -IV against the Company inter alia challenging the Common Order dated 27th June, 2014 passed by Income Tax Appellate Tribunal in I.T.A. Nos. 476/M/2014 to I.T.A. No. 481 of 2014 and the same 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 said 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 March 2014 and First to Third

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Amendatory/Supplemental Indenture of Mortgage and other ancillary documents thereto, I once again confirm and certify that (i) the Company i.e. Lodha Crown Buildmart Private Limited is entitled to the said land as a licensee and carry out development of the same. The Company is also entitled to flats, shops, commercial premises and such other premises in the building constructed thereon and to deal and dispose of the same.

Dated this ^{08th} day of January 2017

(Pradip Garach)
Advocate High Court, Bombay

FURTHER SUPPLEMENTAL REPORT ON TITLE

Re: Land situated and lying in Cadastral Survey No. 8 of Village Suit Pan Mumbai City District being Plot No.Black-C (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

1. On the instructions of my client Lodha Crown Buildmart Private Limited (now known as Lodha Crown Buildmart Private Limited) ("Company") I have issued Report on Title dated 2nd August, 2011 and Supplementals thereto dated 25th January, 2012, 27th June, 2012, 20th November 2012, 12th September 2014 and 5th January 2017 thereto with respect to the captioned Plot of land particularly described in Schedule thereunder written.
2. I hereby issue this Supplemental, in order to incorporate change of name of my client, previous to Certificate of Incorporation dated 8th April 2017, from Lodha Crown Buildmart Private Limited to be known as Lodha Crown Buildmart Private Limited with effect from 08th April 2017.
3. Hence my Report on Title dated 2nd August 2011 and Supplementals thereto stands modified and be read and construed accordingly.

Dated this ^{07th} day of July 2017

(Pradip Garach)
Advocate High Court, Bombay

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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- On the instructions of my clients Lodha Developers Private Limited (earlier known as Bellissimo Crown Builders Private Limited), I have issued Report on Title dated 2nd August, 2011 and Supplementals thereto dated 25th January, 2012, 27th June, 2012, 20th November 2012, 12th September 2014, 6th January 2017, 7th July 2017 and 27th September 2017 ("Reports") thereto with respect to the captioned Plot of land particularly described in Schedule thereunder written.
- Ever since the said Reports, there are further under mentioned material developments taken place necessitated the issuance of this Supplemental to update the title of the said Plot.
 - Amalgamation Order dated 4th January 2018 of National Company Law Tribunal (NCLT)
 - Interim Order dated 8th December 2017 in Writ Petition (L) No.3450 of 2017 before the Hon'ble High Court, Bombay against Order of Chief Controlling Revenue Authority (CCRA) dated 17th November 2017 in Appeal from Order 26th April 2017 passed by Controller of Stamps.
- With reference to amalgamation order, I observed that by and under Order dated 4th January 2018 passed in Company Scheme Petition No.956 of 2017 and 957 of 2017 by the Hon'ble National Company Law Tribunal, Mumbai Bench under section 230 to 232 of Companies Act, 2013 Bellissimo Crown Builders Private Limited has been ordered to be amalgamated with Lodha Developers Private Limited with effect from 2nd February 2018. By virtue of the said Order, the entire business and undertaking of Bellissimo Crown Builders Private Limited including but not limited to land, building, investments, loans, advances, approvals, permissions, rights, obligations have been transferred to and vested in Lodha Developers Private Limited.
- Consequently, Lodha Developers Private Limited became entitled to the captioned Plot of land as absolute Owners thereof.

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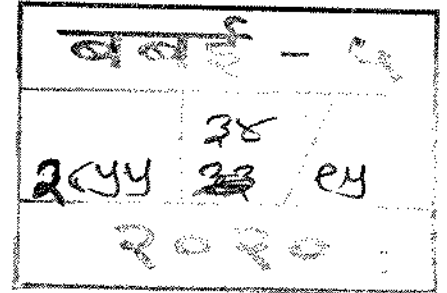
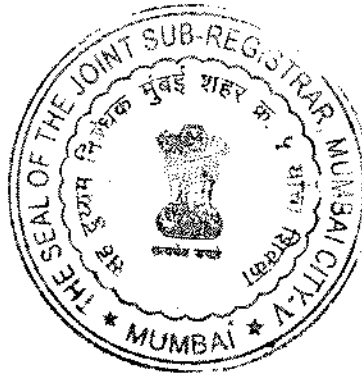
5. In my earlier dated 27th September 2017, there is a reference of Appeal proceedings before Collector of Stamps and Revenue Authority, State of Maharashtra as to challenging demand of penalty on agreement to lease. The said Appeal was adjudicated by the Revenue Authority under Order dated 17th November 2017 which in turn challenged in Writ Petition (L) No.3450 of 2017 before the Hon'ble High Court, Bombay. Under the said Writ Petition, an Order was passed by Hon'ble Justice Mr. G.S. Patel on 6th December 2017 whereby Rule is issued. While resolving the Rule, His Lordship has also granted interim order in terms of prayer "c" and "d" of the Petition, that is to say, stayed Order dated 17th November 2017.

6. In the premises aforesaid, Lodha Developers Private Limited is entitled to develop the said Plot of Land.

7. Hence my Report on Title dated 2nd August 2011 and Supplemental thereto stands modified and be read and construed accordingly.

Dated this 13th day of March, 2018


Pradip Garach
Advocate High Court, Bombay



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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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- On the instructions of my client Lodha Crown Builders Private Limited (now known as Bellissimo Crown Builders Private Limited) ("Company") I have issued Report on Title dated 2nd August, 2011 and Supplementals thereto dated 25th January, 2012, 27th June, 2012, 20th November 2012, 12th September 2014, 6th January 2017 and 7th July 2017 ("Reports") thereto with respect to the captioned Plot of land particularly described in Schedule thereunder written.
- Ever since the said Reports, there are further involvement in respect of the title of the said Property, I hereby update the said Reports with additional documents and necessary elucidation in connection with the said Reports.
- For the said purpose, I have perused and verified the following documents in connection with the said Property:
 - Deed of Mortgage dated 20/01/2017 executed and registered under No.BBE5-987/2017;
 - Deed of Mortgage dated 03/02/2017 executed and registered under No.BBE5-623/2017;
 - Deed of Release dated 12/07/2017 executed and registered under No.BBE4-6165/2017;
 - Deed of Release dated 12/07/2017 executed and registered under No.BBE4-6166/2017;
 - ROC Search dated 02.09.2017 ("ROC Search") issued by Shrawan A. Gupta and Associates pursuant to online search carried out on the Ministry of Corporate Affairs website.
 - Papers and proceedings in respect of demand proceedings initiated by Collector of Stamps, Thane.

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4. From the perusal of the above documents, I observe as under:-

- By Deed of Mortgage dated 20th January 2017 executed amongst Lodha Crown Builders Private Limited along with Lodha Developers Private Limited (Mortgagor No.1 and Mortgagor No.2) and IDBI Trusteeship Services Limited as a Security Trustee and registered under No.BBE5-987/2017 whereunder the Mortgagor has taken credit facility inter alia on the security of the said Plot of land as well as Tower No.13 (Commercial Building), on terms covenants and conditions stated therein.
- By Deed of Mortgage dated 3rd February 2017 executed amongst Lodha Crown Builders Private Limited (Borrower/Mortgagor), Yes Bank Limited (Lender) and IDBI Trusteeship Services Limited as a Security Trustee and registered under No.BBE5-623/2017 whereunder the Mortgagor has taken credit facility on the security of the said units of Building Ever constructed on the said Plot of land as well as receivables, on terms covenants and conditions stated therein.
- The Deed of Mortgage dated 10th March 2016 registered under No.1497/2016 referred in my Report on Title dated 13th September 2014 under Clause No.1 has been redeemed and requisite registered Deed of Release dated 12th July 2017 under No.BBE4-6165/2017 has been executed by IDBI Trusteeship Services Limited as a Security Trustee in favour of Company to release and re-conveyed the said Plot of land to the Company in terms thereof.
- By Deed of Mortgage dated 12th July 2017 executed between Bellissimo Crown Builders Private Limited as a Mortgagor and IDBI Trusteeship Services Limited as a Security Trustee and registered under No.BBE4-6166/2017 where under the Mortgagor has taken credit facility on the security of the said Plot of land as well as Tower No.7 and 8 along with present and future structures thereon more particularly described in Second Schedule thereunder written but excluding the Units sold as mentioned in Annexure II therein for the benefit of I&T Finance Limited and its Group Companies, on terms covenants and conditions stated therein.

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ADDENDUM

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 Wadala Truck Terminal, Mumbai (Plot of land)

(vi) I have seen Certificate dated 02.09.2017 issued by Shriwan 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 Corporate Affairs and his Report inter alia indicates that there is a charge in favour of HDB Trusteehip Services Limited in respect of the said Plot of land and construction thereon.

(vii) The Company has informed me that of late, the following proceedings is filed in respect of the said Plot of land:

In the demand proceedings initiated in respect of an Agreement entered into between Lodha Crown Builders Private Limited and MMMDA in respect of the land being Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai, under the Maharashtra Stamp Act, 1957 (The Stamp Act) by the Officer of Stamps, Mumbai directed Lodha Crown Builders Private Limited (now known as Bellissimo Crown Builders Private Limited) (HCBPL) to pay an of Rs.20,49,50,000/- purportedly towards the deficit stamp duty and also a penalty of Rs.27,54,31,000/-. Against the said Order, HCBPL has filed an Appeal before the Chief Commissioner of Stamps and Revenue Authority, Maharashtra State, under the provisions of the Stamp Act which is awaiting disposal.

(viii) The Litigation referred to under Clause No.9 (j) of my Supplemental Report on Title dated 7th December 2016 has been withdrawn on 14th August 2017 and same is renewed under order dated 14th August 2017 by their Lordships Hon'ble Mrs. Justice Manjula Chellur (C.J.) and N.M. Jindal.

5. Hence my Report on Title dated 2nd August 2011 and Supplementals thereto stands modified and to be read and construed accordingly.

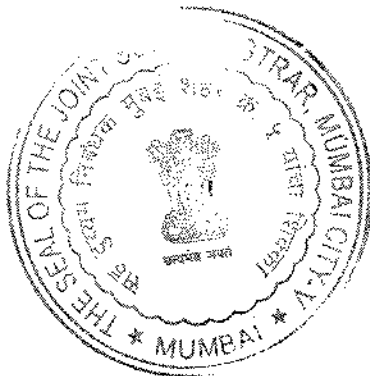
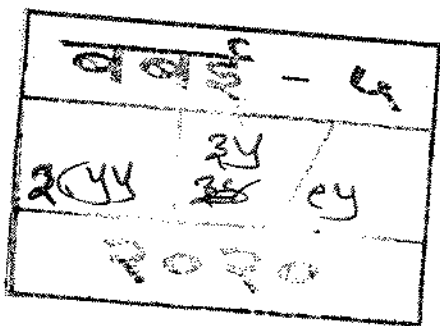
Dated this 29th day of September, 2017

Pradip Garach
Pradip Garach
Advocate High Court, Bombay

- I have been requested by Lodha Developers Limited (formerly known as Lodha Developers Private Limited / Bellissimo Crown Builders Private Limited) ("Company") to issue this Addendum to place on record the conversion from private company to public company, pursuant to the Certificate of Incorporation dated 14.03.2018.
- I have perused a fresh Certificate of Incorporation dated 14.03.2018 issued by Registrar of Companies under section 18 of the Companies Act 2013 for the conversion of Lodha Developers Private Limited company to Lodha Developers Limited. By reason whereof the name of the Company Lodha Developers Private Limited has changed to Lodha Developers Limited with effect from 14.03.2018.
- Hence, my Report on Title dated 2nd August, 2011 and Supplementals thereto dated 20th January, 2013, 27th June, 2013, 20th November 2012, 12th September 2014, 6th January 2017, 7th July 2017, 27th September 2017 and 13th March 2018 with respect to the captioned Plot of land particularly described in Schedule thereunder written and development thereon stands modified and to be read and construed accordingly.

Dated this 25th day of March, 2018

Pradip Garach
Pradip Garach
Advocate High Court, Bombay



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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- On the basis of my Client Lodha Developers Limited (formerly known as Lodha Developers Private Limited / Bellissimo Crown Builders Private Limited) ("Company"), I have issued Report on Title dated 7th August 2011 and Supplemental Reports on Title thereto particularly Supplemental Report on Title dated 20th January 2013, 27th September 2017 and 13th March 2018 (hereinafter referred to as "Title Reports") inter alia averring that the Company are entitled to develop the said Plot of land and construct and erect buildings, infra and other premises on the building area constructed on a portion of the said land being particularly described in Schedule thereunder written.
- I have now been requested by my client to emphasize certain material developments taken place in connection with the said Plot of land and construction thereon. With a view to emphasize the same, I hereby update my Report on Title dated 7th August, 2011 and Supplemental Reports on Title thereto particularly Supplemental Report on Title dated 20th January 2013, 27th September 2017 and 13th March 2018 as follows:
- In my Report on Title dated 27th September 2017, I have inter alia referred Deed of Mortgage dated 20th January 2013 and Deed of Mortgage dated 13th September 2017 under Clause No. (i) and (ii) respectively therein.
- The said Mortgagees have been redeemed by and under a recent registered Deed of Release, viz. Deed of Release dated 27th May 2018 under No. BBED 2241/2018 executed by HDB Trusteehip Services Limited as a Security Trustee in favour of Company to release and to remove the Mortgage Properties referred in Schedule thereon, to the Company in terms thereof and (ii) Deed

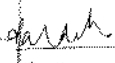
of Release dated 27th August 2018 under No. BBED-8535/2018 executed by HDB Trusteehip Services Limited as a Security Trustee in favour of Company to release and to remove the Mortgage Properties referred in the Schedule mentioned therein respectively.

- By Deed of Mortgage dated 23rd March 2018 executed between Lodha Developers Limited as Mortgagees and HDB Trusteehip Services Limited as a Security Trustee and registered under No. BBED-2576/2018 where under the Mortgagee has taken credit facility from L&T Infrastructure Finance Co. Limited (Lender) by creation of mortgage on the Mortgage Properties viz. First part posse charge with other Existing lenders on the said Plot of land and First exclusive charge of the Lender created in favour of the Security Trustee acting on behalf and for the benefit of the Lender on Tower 3 of Building H (Project) and having structure thereon more particularly described in Schedule S-1 under written, on terms, conditions and covenants stated therein.
- By another Deed of Mortgage dated 23rd March 2018 executed between Lodha Developers Limited as Mortgagees and HDB Trusteehip Services Limited as Lender/Mortgagee and registered under No. BBED 3294/2018 where under the Mortgagee has taken credit facility from the Mortgagee on the security of Mortgage Properties viz. First and exclusive charge on all unsold units A offices of the Building Commercial Tower No. 10 (Building H) in the Project called New Galle Barade having aggregate commercial area of 32740 sq.mts. more particularly described in Schedule 2 inter under written, on terms, conditions and conditions stated therein.
- By another Deed of Mortgage dated 23rd March 2018 executed between Lodha Developers Limited as Mortgagees and HDB Trusteehip Services Limited as Lender/Mortgagee and registered under No. BBED 3291/2018 where under the Mortgagee has taken credit facility from the Mortgagee on the security of Mortgage Properties viz. First and exclusive charge on all unsold units A offices of the Building Commercial Tower No. 13 (Building H) in the

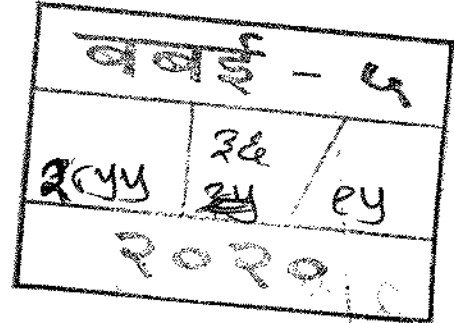
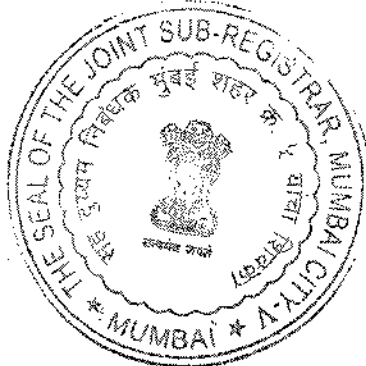
Project called New Cliff Parade having aggregate commercial carpet area of 57,914.96 sqm. more particularly described in Schedule I thereunder written, on terms, conditions and conditions stated therein.

5. There is a reference of Income Tax Appeal No. 102 of 2014 filed by Commissioner of Income Tax against my columns in Chapter No 9 (iv) of my Report on Title dated 6th January 2017. The said Appeal came to be dismissed by Order dated 6th February 2018 passed by Hon'ble High Court, Bombay.
6. There is also reference of Writ Petition No. 1223/2016 filed by my clients against the Union of India in Chapter No 9 (iii) of my Report on Title dated 6th January 2017. By an Order dated 6th February 2018 passed by Hon'ble High Court, Bombay, the said Writ Petition permitted to be withdrawn with liberty to file fresh petition.
7. The Writ Petition (I) No. 3480 of 2017 mentioned in Chapter 5 of my Supplemental Report on Title dated 12th March 2018 has been registered as Writ Petition No. 1308 of 2018.
8. As otherwise provided herein, while considering my earlier Reports on Title mentioned hereabove, I am of opinion that Lodha Developers Limited are continued to be entitled to develop the said Plot of land and deal with and dispose of the premises in the buildings constructed thereon.
9. Hence my Report on Title dated 24th August 2011 and Supplemental thereto stands modified and be read and construed accordingly.

Dated this 17th day of September 2018


(Pradip Garach)
Advocate High Court, Bombay

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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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai ("the said Plot of land") and development thereon

A) Background

1. On the instructions of my clients Lodha Developers Limited (earlier known as Lodha Developers Private Limited / Bellissimo Crown Builders Private Limited / Lodha Crown Builders Private Limited ("Company"), I have issued Report on Title dated 2nd August, 2011 ("Title Report") inter alia certifying that the my clients are entitled to develop the aforesaid said Plot of land, more particularly described in Schedule hereunder and there under written, and deal with and dispose of residential flats, commercial premises and such other premises in the building being constructed same.
2. There are several Supplemental Reports dated 25th January, 2012, 27th June, 2012, 20th November 2012, 12th September 2014, 6th January 2017, 7th July 2017, 27th September 2017, 10th March 2018 and 19th September 2018 issued by me for the purpose of updating the aforesaid former Title Report.
3. In the case the Title Report dated 25th January, 2012, while referring the former Report on Title dated 2nd August, 2011, through oversight, the word "registration" is wrongly mentioned even though the said Agreement to Lease dated 1st August 2011 is yet to be registered. Hence the word "registration" be omitted.
4. I have now been requested by my clients to incorporate certain material developments, which are taken place in connection with the said Plot of land and construction thereon. With a view to assimilate the same, I hereby update my Report on Title dated 24th August, 2011 and said supplemental Report thereto as follows:

B) Title Documents Scrutinized

5. For the said purpose I have perused the Revenue Records viz. Property Register Card of the said plot of land, Permissions for development of the

said plot of land particularly construction of commercial building, Redemption and Outstanding Mortgages in to financial facilities taken on security of the said Plot of Land and constructions thereon, Search Reports of online searches conducted on portals of Inspector General of Registration or Sub-Registry Office records and Ministry of Company Affairs in Office of concerned Registrar of Companies records and documents related to title of the grant of lease said plot of land and resident of lease premises for the said plot of land and further such other documents, if any, as detailed hereunder:

- (i) Modification Agreement to Lease dated 21/03/2014 made between MMRDA & M/s. Lodha Crown Builders Private Limited
 - (ii) Modification Agreement to Lease - Two executed on 06/07/2017 made between MMRDA & Bellissimo Crown Builders Private Limited
 - (iii) Modification Agreement to Lease - Three executed on 15/05/2018 made between MMRDA & Lodha Developers Limited
 - (iv) ROC Search Report
 - (v) Search Report of Sub-Registry Office records
 - (vi) Indenture of Mortgages and Deeds in Releases/Redemptions
 - (vii) NOC for mortgages issued by MMRDA
 - (viii) Gathered information and explanation in connection with the aforesaid documents and permissions
- C) Further Title Documents Executed By MMRDA In Favour Of The Company In Respect Of The Said Plot Of Land**
6. Modification Agreement to Lease - One dated 21/03/2014 made between MMRDA & M/s. Lodha Crown Builders Private Limited, the Parties thereto have modified (under Clause 5 & Article 11) of the Agreement to Lease as to structure of payments of lease premium in terms of minutes of meeting of Town & Country Division of MMRDA held on 2nd March 2013 in terms thereof
 7. Modification Agreement to Lease - (Two) executed on 06/07/2017 made between MMRDA & Bellissimo Crown Builders Private Limited, the Parties thereto agreed to revised payment of premium, reflected respectively Article 1 of the Agreement to Lease and Modification Agreement to Lease in terms thereof

8. Modification Agreement to Lease - (Filed) executed on 11/05/2014 made between MMRDA & Lodha Development Limited, the Parties thereto have once again revised the of additional provision to be changed in proportion to the built up area of which construction is incomplete and extended period for completion of the construction as mentioned in Clause 3, 4 and 5 through an terms and conditions contained therein.

D) Permissions

9. Mumbai Metropolitan Region Development Authority (MMRDA) has issued Commencement Certificate for construction dated 10/12/2011 bearing No. PAC/WTT/Roz-Rio/C/CC/Vol-III/11/2011 permitting Lodha Crown Build Mart Private Limited to carry on construction of the building 5 residential building, one Commercial Building with amenities thereon on the said Plot of land on terms and conditions stated therein.

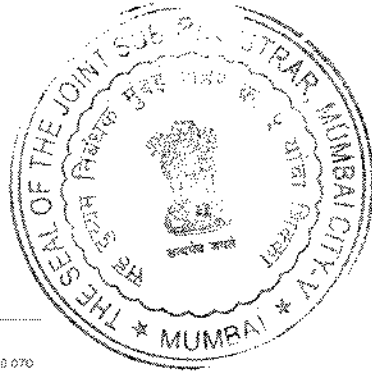
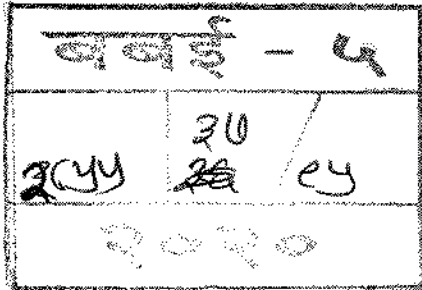
10. By Amended Commencement Certificate dated 26th April 2014 issued by MMRDA under section 45 of Maharashtra Regional Town Planning Act, 1956 wherein Maharashtra Crown BuildMart Private Limited has been granted the Commencement Certificate for construction of Commercial Building - II consisting of ground plus 28 floors on terms and conditions stated therein including special condition 02(c).

E) Re-Organisation And Restructuring Of Lodha Buildcrowns Private Limited

11. I note that over a period of time, by reason of Change of Name Restructuring and Conversion, Lodha Crown Buildmart Private Limited and its continuance into another entity ultimately came to be known as Lodha Developera Limited.

F) Mortgages & Releases/Reconstructions

12. I note that there a number of Mortgages referred in my Supplemental Reports are already redeemed and satisfied and their respective requisite Deed of Release / Reconstructions are executed and registered by the respective lenders and Mortgagors. The particulars of redemption / satisfaction and remaining outstanding Mortgages are summarized as follows:



1) Deed of Mortgage dated 10/03/2014 registered under No.BBE3-1497/2014 between Company and IDBI Trusteeship Services Limited (Security Trustee) on the security of the said land and Buildings viz. Wing A1, 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 LICHL 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 Indus Acending Lenders other than existing lenders i.e. Canara Bank Consortium, UBI Consortium and Future Acending Lenders on Commercial Building and receivables thereof.

2) First Amended and Supplemental Indenture of Mortgage dated 4th December 2013 between Company and IDBI Trusteeship Services Limited (Security Trustee) registered under No.BBE4/5043/2014 Schedule I pari passu basis Land bearing C.S. No.8, Salt Pan Division, Wing A1, Wing A2, Wing E9, Wing E10, Wing G12, Commercial Wing and Receivables thereof, SCHEDULE II viz. pari passu charge on Wing B3 and B5 Receivables thereof for the benefit of CBI Consortium, SCHEDULE III viz. exclusive charge

3) Deed of Release dated 12/07/2017 executed between IDBI Trusteeship Services Limited and Bellissimo Crown Buildmart Private Limited registered under No. BBE4 / 6168 / 2017 Land and Wing D7, D8 and receivables thereof on repayment of loan to Canara Bank, Central Bank of Commerce and Andhra Bank (Canara Bank Consortium) (Partial Release)

4) Deed of Release dated 24/06/2015 executed between IDBI Trusteeship Services Limited and Lodha Crown Buildmart Private Limited registered under No.BBE3-4526/2015 Schedule I pari passu basis Land bearing C.S. No.8, Salt Pan Division, Wing A1, Wing A2, Wing E9, Wing E10, Wing G12, Commercial Wing and Receivables thereof SCHEDULE II viz. pari passu charge on Wing B3 and B5 Receivables thereof on repayment of loan to Central Bank of India and Vijaya Bank (CBI Consortium) (Partial Release)

On 28.03.2014 charge registered in respect of

Sr. No.	Particulars of Deed of Mortgage	Redemption and Satisfaction of the Mortgage
	Deed of Mortgage dated 01/03/2012 executed and registered under No.BBE-2714/2012 between Lodha Crown Buildmart Private Limited and Housing Development Finance Corporation Limited for Land	Deed of Reconveyance dated 25th October 2013 executed and registered under No.BBE3-203/2013 between Housing Development Finance Corporation Limited and Lodha Crown Buildmart Private Limited released B-3 and B-4 on repayment to HDFC
	Deed of Mortgage dated 26/10/2012 executed and registered under No.BBE/5/204/2012 between Lodha Crown Buildmart Private Limited and Housing Development Finance Corporation Limited for Land and Wings A-1, A-2, B-3, B-4, C-5, C-6, D-7, D-8, E-9, E-10 and a Commercial Bldg-10g	Release Deed dated 10/03/2014 executed and registered under No.1489/2014 between Housing Development Finance Corporation Limited and Lodha Crown Buildmart Private Limited for Land and Wings A-1, A-2, C-5, C-6, D-7, D-8, E-9 and E-10 and a Commercial Building
	Deed of Mortgage dated 29/10/2012 executed and registered under No.BBE3-202/2012 by Lodha Crown Buildmart Private Limited and Central Bank of India for Land and (Wing B-3)	Release Deed dated 10/03/2014 registered under No.1489/2014 between Central Bank of India and Lodha Crown Buildmart Private Limited released Land and (Wing B-3) on repayment to Central Bank of India
	Deed of Mortgage dated 04/12/2012 executed and registered under No.BBE3-648/2012 between Lodha Crown Buildmart Private Limited and LIC Housing Finance Limited for Land and (Wing B-4)	Release Deed dated 10/03/2014 executed and registered under No.1490/2014 between LIC Housing Finance Limited and Lodha Crown Buildmart Private Limited for Land and (Wing B-4)

on Wing B4 and B5 Receivables thereof for the benefit of LICHL, SCHEDULE IV viz. pari passu charge on Wing C5, C6 and C5, C6 Receivables thereof for the benefit of CBI Consortium, SCHEDULE V viz. pari passu charge on Wing D7, D8 and Receivables thereof for the benefit of Canara Bank Consortium and SCHEDULE VI viz. exclusive charge on Tower 11/Wing P11 and Receivables thereof for the benefit of Bank of India

5) Deed of Release dated 24/06/2015 executed between IDBI Trusteeship Services Limited and Lodha Crown Buildmart Private Limited registered under No.BBE3-4526/2015 Schedule I pari passu basis Land bearing C.S. No.8, Salt Pan Division, Wing A1, Wing A2, Wing E9, Wing E10, Wing G12, Commercial Wing and Receivables thereof SCHEDULE II viz. pari passu charge on Wing B3 and B5 Receivables thereof on repayment of loan to Central Bank of India and Vijaya Bank (CBI Consortium) (Partial Release)

6) Second Amended and Supplemental Indenture of Mortgage dated 24/06/2015 registered under Serial No.BBE3-2307/2015 between Company and IDBI Trusteeship Services Limited (Security Trustee) pari passu charge in favour of Security Trustee for the benefit of Bank of Baroda Consortium Lenders viz. Bank of Baroda, State Bank of Travancore and Tathasathi Mercantile Bank Limited wherein the Company created charge on security of their Property mentioned in SCHEDULE I viz. pari passu basis Land bearing C.S. No.8, Salt Pan Division, Wing A1, Wing A2, Wing E9, Wing E10, Wing G12, Commercial Wing and Receivables thereof, SCHEDULE II viz. exclusive charge on Wing B3 and B5 Receivables thereof, SCHEDULE III viz. exclusive charge on Wing B4 and B5 Receivables thereof for the benefit of LICHL, SCHEDULE IV

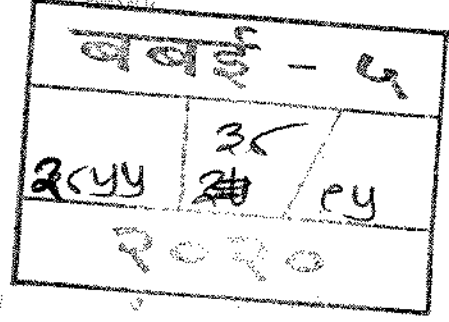
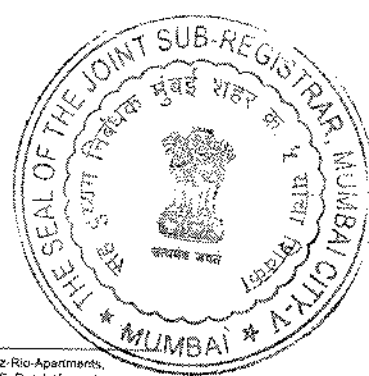
term loan facility availed from Union Bank Consortium (i.e. Union Bank 200 Crores and Bank of Maharashtra Ru.150 Crores which are now satisfied by release of Property Lodha Durga - Tower C5 and Lodha Esham - Tower C6 at New Cuffe Parade, Wadala (Union Bank Consortium).

Partial Outstanding

Outstanding

viz. exclusive charge on Wing C5, C6 and C5, C6 Receivables thereto for the benefit of UBN Consortium, SCHEDULE V viz. pari passu charge on Wing D7, D8 and Receivables thereto for the benefit of Carara Bank Consortium and SCHEDULE VI viz. exclusive charge on Tower 11/Wing F11 and Receivables thereto for the benefit of Bank of India	
v) Third Amendatory Indenture of Mortgage dated 26/10/2016 between the Company as Lender/Mortgagee and IDBI Trusteeship Services Limited (Security Trustee) registered under No.BBE1/8/89/2016 additional credit facility by way of extending exclusive charge on security of their Property viz. Wing D4 and D4 Receivables thereto for the benefit of LICIFL.	Outstanding
Deed of Mortgage dated 20/01/2017 between Lodha Crown Builders Private Limited along with Lodha Developers Private Limited (Mortgagee No.1 and Mortgagee No.2) and IDBI Trusteeship Services Limited registered under No.BBE5-987/2017 Plot of land as Tower 13 (Commercial Building)	Deed of Release dated 20/01/2018 executed between IDBI Trusteeship Services Limited and Lodha Developers Private Limited registered under No.BBE4-305/2018 for Plot of land and Tower 13 (Commercial Building) on repayment of loan to Bank of Baroda.
Deed of Mortgage dated 05/02/2017 between Lodha Crown Builders Private Limited (Borrower/Mortgagee) Yes Bank Limited (Lender) and IDBI Trusteeship Services Limited as Security Trustee registered under No.BBE5-623/2017 unsold units of Building Exec constructed on the said Plot of Land and	Deed of Release dated 05/02/2018 between IDBI Trusteeship Services Limited and Lodha Developers Private Limited registered under No.BBE5-623/2018 unsold units of Building Exec

Plot of land as well as receivables (Yes Bank Limited)	reinstated on the said Plot of land as well as receivables on repayment of loan to Yes Bank
Deed of Mortgage dated 12th July 2017 executed between Bellissimo Crown Builders Private Limited as a Mortgagee and IDBI Trusteeship Services Limited as a Security Trustee and registered under No.BBE6-6164/2017 Plot of land as well as Tower No.7 and 8 along with present and future structures thereon but excluding the Units sold for the benefit of L & T Finance Limited and its Group Companies	Outstanding
By Deed of Mortgage dated 23rd March 2018 executed between Lodha Developers Limited as Mortgagee and IDBI Trusteeship Services Limited as Security Trustee and registered under No.BBE3-2536/2018 creation of Mortgage on the Mortgagee's Property by first pari passu charge with other existing lenders on the said Plot of land and First exclusive charge of the Lender created in favour of the Security Trustee acting in behalf and for the benefit of the Lender viz. L & T Infrastructure Finance Company Limited on Tower 2 along with present and future structure thereon	Outstanding
By another Deed of Mortgage dated 23rd March 2018 executed between Lodha Developers Limited as Mortgagee and Katak Mahindra Investment Limited as Lender/Mortgagee and registered under No.BBE2-5290/2018 First and exclusive charge on all unsold units/offices of the Building Commercial	Outstanding



Tower No. 13 (as per MMRDA Commencement Certificate Building H) in the Project called New Cuffe Parade having aggregate commercial carpet area of 37,914.96 sqmt more particularly described in Schedule 2 thereunder written, on terms covenants and conditions stated therein.	
By another Deed of Mortgage dated 23rd March 2018 executed between Lodha Developers Limited as Mortgagee and Katak Mahindra Prime Limited as Lender/Mortgagee and registered under No.BBE3-5291/2018 where under the Mortgagee has taken credit facility from the Mortgagee on the security of Mortgaged Property i.e. First and exclusive charge on all unsold units / offices of the Building, Commercial Tower No 13 (as per MMRDA Commencement Certificate Building H) in the Project called New Cuffe Parade having aggregate commercial carpet area of 37,914.96 sqmt more particularly described in Schedule 2 thereunder written, on terms covenants and conditions stated therein.	Outstanding

G) SUB-REGISTRAR SEARCH

13. I have caused the required Searches to be taken in records of the office of the concerned Sub-Registrar of Assurances from the year 1989 onwards in respect of the said Plot of land and construction thereon. As per the Search Report submitted by the Mr. M. Mahajan Advocate to me, save and except, the mortgages / charges mentioned hereinabove, there are no further encumbrances and/or charges in respect of the said plot of land and construction thereon. In addition to mortgages / charges, the following documents mentioned above:

ii) Undertaking dated 24/02/2012 executed by Lodha Crown Builders Private Limited and registered with Sub-Registrar of Assurances at Mumbai under Serial No.BBE5 2246/2012 in respect of the Plot of Land and

iii) Undertaking dated 05/05/2012 executed by Lodha Crown Builders Private Limited and registered with Sub-Registrar of Assurances at Mumbai under Serial No.BBE5 3441/2012 in respect of the Plot of Land. Under the said Undertaking Lodha Crown Builders Private Limited has undertaken to incorporate in the Agreements to Sell proposed to be entered into in respect of Units constructed on the Plot of Land in the after sales area that the terms of the Agreement to Leave will be binding upon and enforceable.

H) REGISTRAR OF COMPANY SEARCH (ROC)

14. I have seen Search Report dated 22.01.2018 issued by Shri-Sunil K. Shetty, the Practising Company Secretary in the effect that he has carried out an online Search through the Official website of the Ministry of Corporate Affairs and his Report inter alia indicates that save and except the mortgages mentioned hereinabove, the Company have not created any mortgages and/or charges in respect of the said plot of land.

I) LITIGATION

15. I have not taken independent Search of litigation that for and against the said Company in respect of the said Property. I have been informed by the Company that there are following litigations pending:-

(i) Writ Petition No.2737/2015 by the Company against the State of Maharashtra and Others before the Hon'ble High Court, Bombay inter alia challenging Demand Notice dated 23/12/2014 arising out of closure of balconies in the building constructed on the captioned plot of land and the same is pending. This litigation will not have any adverse effect to the said Plot of land and Commercial Building.

(ii) Suit No.925 of 2010 filed by Sachin Sankhane against the Company before the Hon'ble High Court Bombay for specific

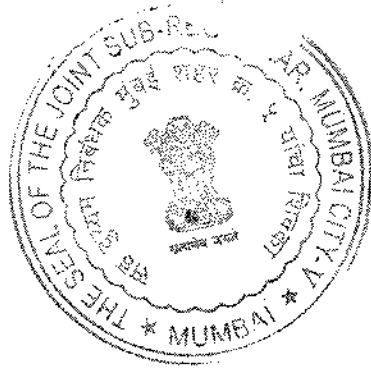
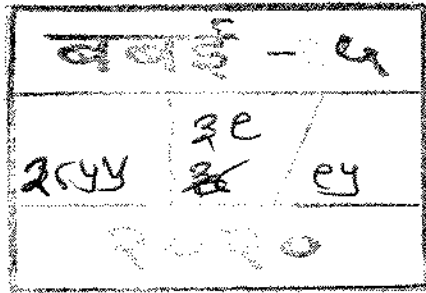
performance of the Agreement duly executed by the Company which is pending. This Report is related to the sale of said and will not have any adverse effect on the title of the Company in the said Plot of land.

- (iii) The Collector of Stamps issued Order dated 25th April 2017 and purportedly levied and demanded the deficit stamp duty an amount of Rs. 762,04,56,906/- and also a penalty of Rs. 271,34,33,869/- on Agreement to Lease dated 1st August 2011 executed between MMRDA as Licensee of One Part and Lodha Crown Building Private Limited as Licensee of the Other Part in respect of the said Plot of Land under the Maharashtra Stamp Act, 1958 ("the Stamp Act").
- (iv) Against the said Order, Bellissimo Crown Building Private Limited filed an Appeal No. 261 of 2017 before the Chief Controller of Stamps and Revenue Authority, Maharashtra State Finance, under the provisions of section 52A of the Stamp Act challenging said levy and demand purportedly deficit stamp duty. The said Appeal was adjudicated by the Revenue Authority under Order dated 17th November 2017 confirming the said purported demand raised by The Collector of Stamps.
- (v) The Company filed Writ Petition No. 1708 of 2018 (JA No. 3450 of 2017) before the Hon'ble High Court, Bombay challenging the Order dated 17th November 2017 passed by Chief Controller of Stamps and Revenue Authority, Maharashtra State Finance (CCRA). Under the said Writ Petition, an Order has been passed by Hon'ble Justice Mr. G.S. Patel on 28th December 2017 whereby Petn is issued. While issuing the Order, His Lordship has also granted interim order in terms of prayer (j) and (k) of the Petition, that is to say, stay of Order dated 17th November 2017 passed by CCRA and Demand Order of Collector of Stamps dated 28th April 2017 and injunction against Respondent No. 1, 2 and 3 respectively.

Save as otherwise provided herein, I have been further informed by my clients that there have been no orders, judgments or injunctions passed by any court against the title of my clients in the said plot of land and commercial building thereon or development of the said plot of land.

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- 16. Save 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 Lodha Developers Limited are entitled to use said Plot of land, free from encumbrances and develop and deal with and dispose of the premises in the buildings or being constructed thereon.
- 17. Hence my Report on Title dated 2nd August 2011 and Supplemental thereto stands modified and be read and construed accordingly.

Dated this 21st day of October, 2018

Pradip Garach
Pradip Garach
Advocate High Court, Bombay

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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai ("the said Plot of land") and development thereon

- 1] This is reference to my Further Supplemental Report on Title dated 29/10/2018 issued by me in respect of the captioned land and development thereon.
- 2] In the said Supplemental in Clause No. 12 of under Heading (F) Mortgage & Release & Re-conveyance, I have inter alia referred Outstanding Mortgages in favour of IDBI by my clients Lodha Developers Limited in respect of Land and Towers more particularly mentioned therein.
- 3] In order to clarify Outstanding Mortgages with regards to the said Land and development thereon, I hereby confirm that the Commercial Tower No. 12/B constructed on the portion of the said Land and land appurtenant thereto are not forming part of the security of Outstanding Mortgages in favour of IDBI Trustee-Trust Services Private Limited.

Dated this 03rd day of December, 2018

Pradip Garach
Pradip Garach
Advocate High Court

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 (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai ("the said Plot of land") and development thereon

- 1. I have looked on the instructions of my clients Macrotech Developers Limited (hereinafter Lodha Developers Limited ("Company"), Report on Title dated 2nd August 2011 and Supplemental Reports on Title thereunder dated 29th October 2018 read with clarificatory Supplemental Report dated 3rd December 2018 ("Reports on Title") inter alia certifying that the Company are entitled to the said Plot of land and develop and deal with and dispose of the premises in the buildings or being constructed thereon, on the basis of the findings stated therein.
- 2. I have now 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 my client to the said Plot and development thereon:
 - (i) Deed of Release and Re-conveyance dated 6th May 2018 executed registered under Serial No. BBE-1-5264/2018;
 - (ii) Letter dated 25/05/2019 addressed to Bellissimo Crown Building Private Limited (now known as Macrotech Developers Limited) by LIC Housing Finance Limited
 - (iii) Certificate dated 03/02/2017 issued by Bank of Baroda addressing that Lodha Crown Building Private Limited (now known as Macrotech Developers Limited)
 - (iv) Letter dated 03/02/2017 addressed to Lodha Crown Building Private Limited (now known as Macrotech Developers Limited) by State Bank of Travancore
 - (v) Letter dated 03/02/2017 addressed to Lodha Crown Building Private Limited (now known as Macrotech Developers Limited) by Terminal Macrotech Bank Limited
 - (vi) Certificate of Incorporation dated 24th May 2010 for Change of name of Lodha Developers Limited to Macrotech Developers Limited
- 3. By a Deed of Release and Re-conveyance dated 6th May 2018 executed by IDBI Trusteeship Services Limited as Security Trustee in favour of Lodha Developers Limited as Mortgagee registered under serial No. BBE-1-

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5204/2018 with the Sub-Registrar of Assurances at Mumbai City-4, wherein the Mortgagor redeemed mortgage under Deed of Mortgage dated 10/03/2014 read with First Amendatory cum Supplemental Indenture of Mortgage dated 4th December 2014 referred in table of Clause 12 of Part F under heading Mortgages & Releases/Re-conveyances of my Report on Title dated 29/10/2018 i.e. UBI Co-operative and Overupon the mortgage property mentioned under Schedule B and H of Annexure - I therein stand released and re-conveyed to the Mortgagor, in terms thereof.

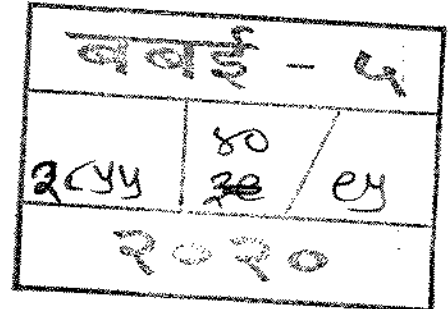
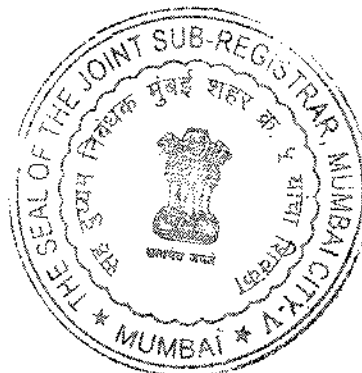
4. By Letter dated 25/05/2019 addressed to Lodia Crown Builders Private Limited (now known as Macrotech Developers Limited) by LIC Housing Finance Limited inter alia certifying that construction finance loan of 150 Crores has been repaid in full and there is no dues outstanding against the said credit facility for the sake of clarification, this letter is related to repayment of mortgage debts referred in table of Clause 12 of Part F under heading Mortgages & Releases/Re-conveyances of my Report on Title dated 29/10/2018 under Second Amendatory cum Supplemental Indenture of Mortgage dated 24/06/2015 registered under No.MR23-1307/2015 and Third Amendatory Indenture of Mortgage dated 03/12/2016 registered under No.MR23-1318/2016, as the case may be.
5. By Certificate dated 03/03/2017 issued by Bank of Baroda addressing that Lodia Crown Builders Private Limited (now known as Macrotech Developers Limited) inter alia certifying that loan of 200 Crores has been repaid in full and there is no dues outstanding against the said credit facility availed of on the security of the said Plot of land together with Wing B3 and its receivables for the sake of clarification, this letter is related to repayment of mortgage debts referred in table of Clause 12 of Part F under heading Mortgages & Releases/Re-conveyances of my Report on Title dated 29/10/2018 under Second Amendatory cum Supplemental Indenture of Mortgage dated 24/06/2015 registered under No.MR23-1307/2015.
6. By Letter dated 03/03/2017 addressed to Lodia Crown Builders Private Limited (now known as Macrotech Developers Limited) by State Bank of Travancore inter alia certifying that loan of 100 Crores has been repaid in full and there is no dues outstanding against the said credit facility availed of on the security of the said Plot of land together with Wing B3 and its receivables for the sake of clarification, this letter is related to repayment of mortgage debts referred in table of Clause 12 of Part F under heading Mortgages & Releases/Re-

conveyances of my Report on Title dated 29/10/2018 under Second Amendatory cum Supplemental Indenture of Mortgage dated 24/06/2015 registered under No.MR23-1307/2015.

7. By Letter dated 01/02/2017 addressed to Lodia Crown Builders Private Limited (now known as Macrotech Developers Limited) by Standard Metropolitan Bank Limited inter alia certifying that Term loan of 50 Crores has been repaid in full and there is no dues outstanding against the said credit facility availed of on the security of the said Plot of land together with Wing B3 and its receivables for the sake of clarification, this letter is related to repayment of mortgage debts referred in table of Clause 12 of Part F under heading Mortgages & Releases/Re-conveyances of my Report on Title dated 29/10/2018 under Second Amendatory cum Supplemental Indenture of Mortgage dated 24/06/2015 registered under No.MR23-1307/2015.
8. I am informed that requisite Social Deed of Release / Deed of Re-conveyance will be executed and registered by respective parties to the respective mortgages to release and re-convey respective mortgaged Properties to and unto Macrotech Developers Limited in due course.
9. By a Certificate of Incorporation dated 29th May 2019, pursuant to the change of name under the provisions of Rule 79 of Companies Incorporation Rules 2014 issued by Registrar of Companies, it is certified that name of the Company changed from Lodia Developers Limited to Macrotech Developers Limited with effect from and on the date of the said Certificate.
10. In view of the above, I am of the opinion that now Macrotech Developers Limited (then known as Lodia Developers Limited) continue to be entitled to the said Plot of land and develop and deal with and dispose of the premises in the buildings or being constructed thereon subject to remaining subsisting mortgages as mentioned in my Reports.
11. In the premises aforesaid, earlier Report on Title and Supplemental thereto stands modified and to be read and construed accordingly.

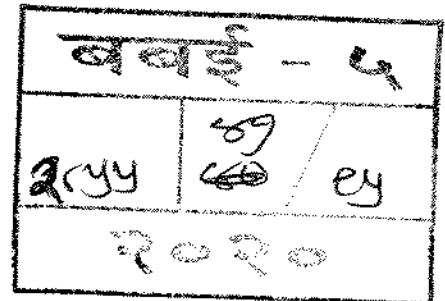
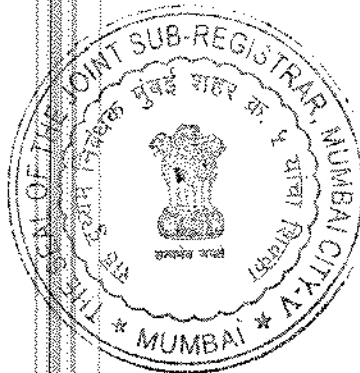
Dated this 21st day of June, 2019


Pradip Garach
Advocate High Court, Bombay



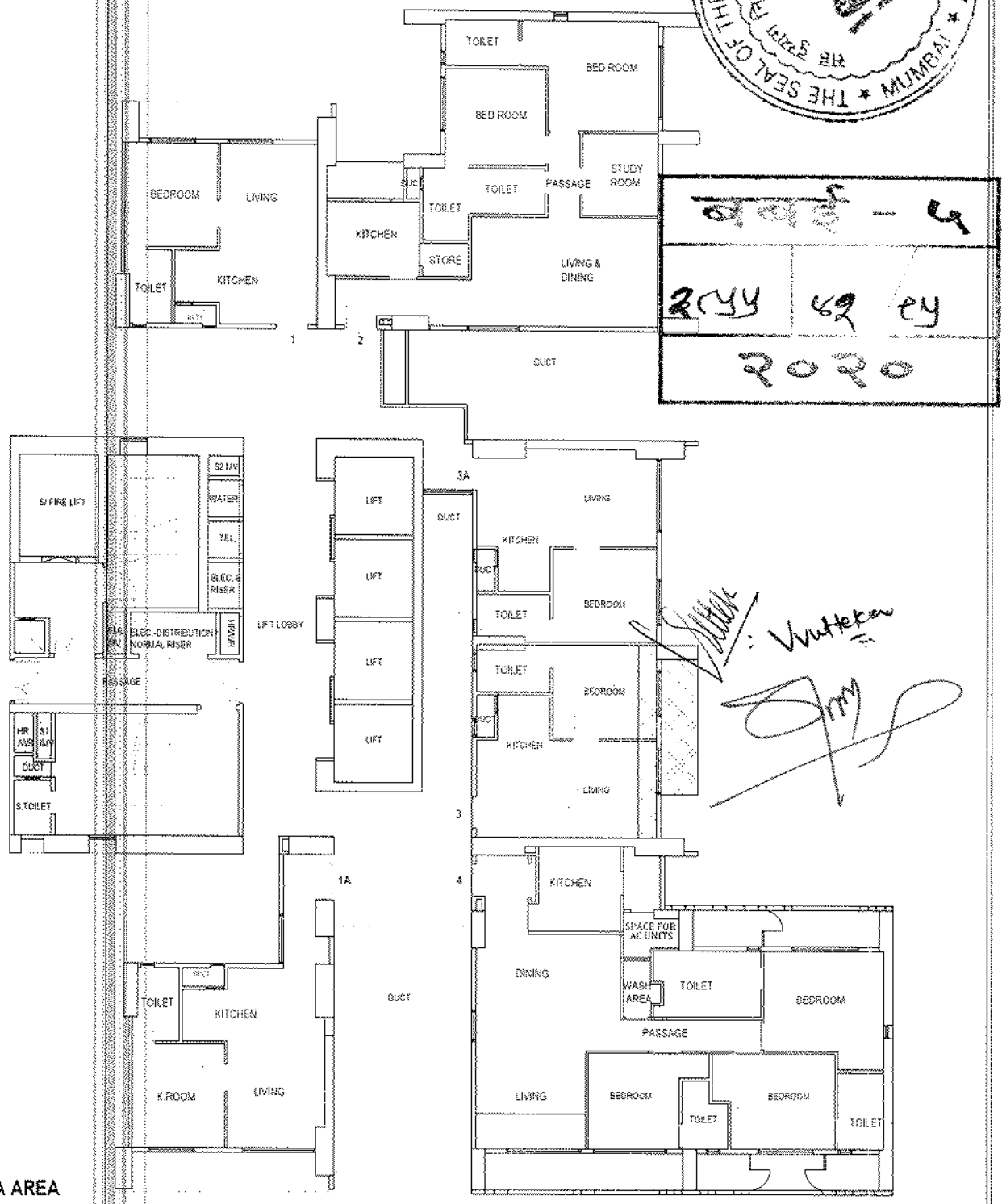
Annexure 4
(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Environment Clearance	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	T&CP/WTT/Block-C/CC/Vol XI/1153/2017	Mumbai 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



Handwritten signatures and marks:
 A signature on the left, the name 'Vasthukar' in the middle, and a checkmark on the right.

ANNEXURE 5



RERA AREA
 EBVT
 UNIT-03

TYPICAL FLOOR PLAN FOR: 3RD, 4TH, 6TH, 8TH, 9TH, 11TH, 13TH, 14TH, 16TH, 18TH, 19TH LVL.

NEW CUFFE PARADE ESTRELLA B-WING 19th FLOOR FLAT NO-1903

NOTE: PLAN NOT TO THE SCALE, FOR ACCURATE MEASUREMENT PLS. FOLLOW POLYLINE METHOD. THE CARPET AREA IS CALCULATED ASSUMING UNFINISHED SURFACES AND ANY FINISHES MAY REDUCE THE PHYSICAL AREA ACCORDINGLY. CARPET AREA MAY VARY FROM +/- 3% ON ACCOUNT OF CONSTRUCTION AND DESIGN TOLERANCES.

LODHA
BUILDING A BETTER LIFE

MACROTECH DEVELOPERS LIMITED
412, Floor-4, 17G Vardhaman Chamber Cawasji Patel Road,
Horniman Circle, Fort Mumbai 400001

NORTH ARCHITECT

 B-106, Nabraj Building,
 Mulund Goregaon Link Road Mulund
 (W), Mumbai : 4000 080

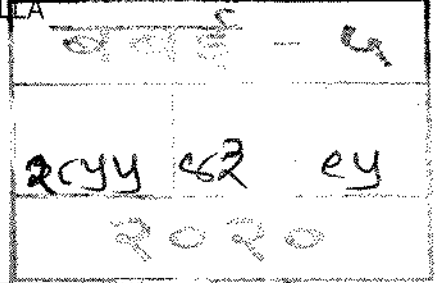
Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** : 0001298887
- (II) **Correspondence Address of Purchaser:** 407/ 4th Floor, Shanti Niketan CHS LTD., Sane Guruji Marg, Near Jacob Circle, Mumbai-400011 India.
- (III) **Email ID of Purchaser:** uttekar3@gmail.com

(IV) **Unit Details:**

- (i) Development/Project : NEW CUFFE PARADE - LODHA ESTRELLA
- (ii) Building Name : Lodha Estrella
- (iii) Wing : Wing B
- (iv) Unit No. : B-1903
- (v) Area :



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

- (vi) Car Parking Space allotted: 1 nos.

- (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	13,155,537.00	02-04-2020
04	Possession	1,462.00	Due As Per Construction



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

(VII) **Reimbursements:** Payable on/before the Date of Offer of Possession*:

- 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: Rs.600.00/- (Rupees Six Hundred only)

(Handwritten signature and stamp)

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.

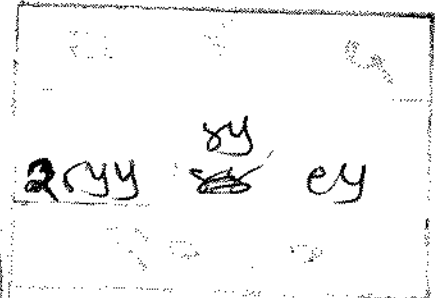
2. For Each Building / Wing

- 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.



V. Vasthika
V. Vasthika

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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२०२०	



[Handwritten signatures and marks]



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP/WTT/Block-C/CC/Vol-X/153/2017

Date: 08 JUN 2017

PART OCCUPANCY CERTIFICATE

To,
 ✓ M/s. Lodha Crown Buildmart Pvt. Ltd. (Licensee)
 Lodha Pavilion, 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:

Building/Permissible floors	BUA as per CC(for superstructure dt.12/02/2014)	BUA for which part OC is now issued (Ground to 40 th floor)	BUA for which OC is balance
Building B-Wing 3 (up to 43 floors)	38050.958 Sq.m. (up to 43 floor)	36256.578 Sq.m. (up to 40 floor)	1794.38 Sq.m.
Building B Wing 4 (up to 45 floors)	27626.843 Sq.m. (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. (up to 45 floor)	25432.151 Sq.m. (up to 40 floor)	2691.359 Sq.m.
Building C Wing 6 (up to 45 floors)	27542.425 Sq.m. (up to 45 floor)	24869.11 Sq.m. (up to 40 floor)	2673.315 Sq.m.
Total BUA	121343.736 Sq.m.	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 David 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.

EPAB : 2659 0001 - 04 / 2659 4000 • FAX : 2659 1264 • WEB SITE : <https://mmrda.maharashtra.gov.in>

P.T.O
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Special Conditions:

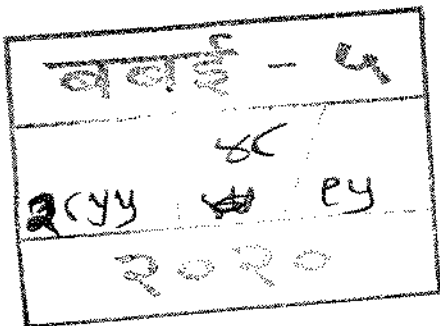
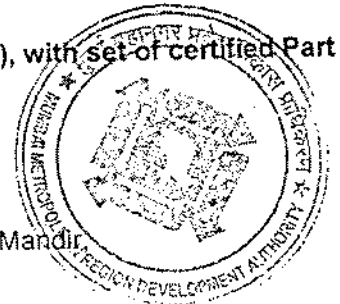
5. The buildings u/r shall be painted by owner/holders once in five years to maintain outer beauty of these building as per Regulation 16.3 of WTT's DCR-2010;
6. The applicant shall complete the unfinished internal works before applying for grant of Full Occupation Certificate of the building u/r or before handing over physical possession of premises for habitation whichever is earlier, as ensured by the applicant in his undertaking dt.26/05/2017;
7. 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;

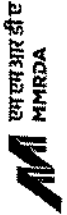
A set of certified Part completion plans (As-Built Drawings No.1/46 to 46/46 (up to 40th floors) is enclosed herewith.


Planner
Town & Country Planning Division

Copy (for information w. r. t MMRDA's D. O. Letter dt. 30/01/2009), with set of certified Part 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 Mandir,
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.





No. TCP/MTT/Block-C/CC/Part OC/Not-XVII/2019
1373

Date: 24 SEP 2019

PART OCCUPANCY CERTIFICATE

For Res. Bldg. D-Wing 8 for Ground Floor (part), First Floor(part) + 2nd to 38th upper floors, for Res. Bldg. B-Wing 4, for 41 floor & 42 floors for Res. Bldg. C-Wing 5 for 41 floor and Res. Bldg. C-Wing 6 for 41 floor on Plot bearing Block C, CS No. 8(pt) of Wadala Truck Terminal, Village: Salt Pan, Mumbai City District.

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

Sir,
In the development work of Residential Building D-Wing 8 of 'M/s. 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:

Sr. No.	Buildings	Built Up Area (in Sq.M.)	Date of Issuance of OC/Part OC
1	Resi. Building (B3, B4, C5 & C6) upto 40 upper floors	116216.111 Sq.M.	Part OC dt. 8/08/2017 (read with addt. alt. permission dt.29/05/2019)
2	Resi. Building (D7) upto 40 floors	27422.407 Sq.M.	Part OC dt. 16/08/2018 & 04/12/2018 (read with addt. alt. permission dt.29/05/2019)
3	Resi. Building (F1) (Ground part) + First (part)	625.681 Sq.M.	Part OC dt. 04/12/2018 (read with addt. alt. permission dt.29/05/2019)
4	Commercial (H)	50251.010 Sq.M.	OC dt. 04/12/2018 (read with addt. alt. permission dt.29/05/2019)
5	BUA consumed uptill now	194515.109 Sq.M.	

P.T.O.

Mumbai Metropolitan Region Development Authority
Bandra-Kurla Complex, Bandra East, Mumbai 400 051
T +91 22 2659 1234 EPABEX +91 22 2659 0001 / 4000 F +91 22 2659 1112 / 1264
<https://mmrda.muharashtra.gov.in>

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

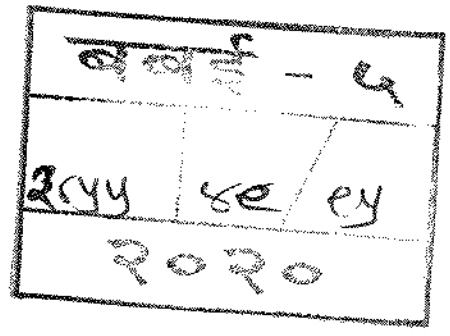
Buildings	BUA as per CC (for Superstructure dt.19/08/2019)	BUA for which Part OC issued on 8/08/2019 (read with addt. alt. permission dt.29/05/2019)	BUA for which Part OC is now issued (Ground Floor (part) to 38th upper floors)	BUA for which OC is balanced to be issued
Residential Building D-Wing 8	24428.558 Sq.M. [18-G+38 floors]	25456.560 Sq. M. [Ground Floor (part) to 38th upper floors]	25456.560 Sq. M. [Ground Floor (part) to 38th upper floors]	-
Residential Building B-Wing 4	28143.772 Sq.M. [G+43 floors]	26273.298 Sq.M.	1216.832 Sq.M. [41 & 42 floor]	663.642 Sq.M.
Residential Building C-Wing 5	28222.053 Sq.M. [G+43 floors]	26343.399 Sq.M.	555.085 Sq.M. [41 floor]	1223.369 Sq.M.
Residential Building C-Wing 6	27605.053 Sq.M. [G+43 floors]	25736.599 Sq.M.	555.085 Sq.M. [41 floor]	1223.369 Sq.M.

The development work is completed under the supervision of Architect, Miss Devyani Khadikar from 'M/s. Speeage Consultant', (Architect's Registration No.CA/90/13184) and Structural Engineer Mr. Girish Draid of 'M/s. 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:

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 against you;

P.T.O.

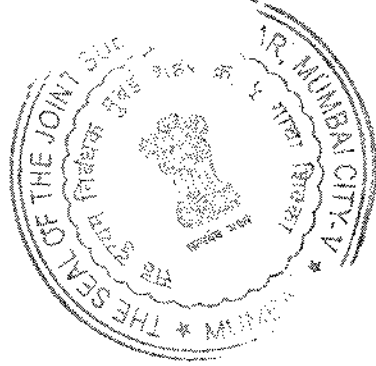
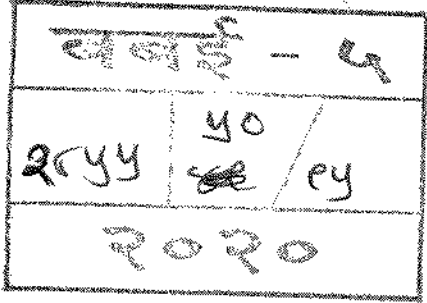
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Special Conditions:

5. The buildings ur 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 04 lifts (i.e. Lift No. 5, 6, 7,8) for Resi. Bldg. D-Wing 8 before requesting for grant of full OC of building ur 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 till November, 2019 as ensured by applicant in their undertaking dt.19/09/2019;
8. The applicant shall pay the outstanding lease premium by November 2019 as ensured by their undertaking dt.19/09/2019, till 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. Bldg. D-Wing8, Resi. Bldg. B-Wing 4, Resi. Bldg. B-Wing 5, Resi. Bldg.-Wing 5 and Resi. Bldg. 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 Order;
11. The applicant shall comply the conditions mentioned in Commencement Certificate No. T&CP/WTT/Block-C/JCC/M/oi-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 IS Code as mentioned in the Maharashtra Fire Service Office's Circular no. MFS/10/2012/1008 dt.19/07/2012;

P.T.O.



15. The applicant shall comply with the conditions mentioned in the MCGM's Circular No. CHE/2792/1DP/Genr, dt.01/12/2014 (in respect of preservation of documents mentioned at sr.no. (a to k) therein) and applicant shall submit undertaking and Indemnity bond mentioned therein before requesting for Occupation Certificate.

16. The applicant shall comply the conditions mentioned 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 herewith.

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



Planner
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:

- 1) The Executive Engineer,
Bldg. Proposals-City-1,
New Municipal Building,
Bhagwan Walmiki Chowk,
Vidyalankar Marg, Opp. Hanuman
Mandir, Antop Hill, Wadala (E),
Mumbai - 400 037.
- 2) Ms. Spaceage Consultants (Architect)
Shop No.15 B-106,
Natraj Building, Sree Complex,
Mukund Link Road,
Mumbai (W), Mumbai - 400 080.



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP/WTT/Block-C/CC/Part OC/Vol-XIII/2258

Date: 4 DEC 2018

PART OCCUPANCY CERTIFICATE

For Residential Building D-Wing 7 for Ground Floor (part) + 1st to 3rd floors, 4th floor to 35th (part) and 36th to 40th upper floors and for Residential Building F-Wing 11 for Ground Floor (part) + First Floor (part) on Plot bearing Block-C, CS No. 8 (pt) of Wadala-Truck Terminal, Village - Salt Pan, Mumbai City District.

To,

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

Sir,

In the development work of Residential Building D-Wing 7 of " M/s. 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) + 1st to 3rd floors, 4th (part) to 35th (part) and 36th to 40th 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:

Building/s	BUA as per CC for Superstructure dt.26/04/2018	BUA for which Part OC issued on 16/08/2018	BUA for which Part OC is now issued	BUA for which OC is balanced to be issued
Residential Building D-Wing 7	28358.70 Sq.M. (up to 43 floor)	18918.13 Sq.M. (Part Ground and 4 floor to 35 floor)	5557.59 Sq.M. (Ground Floor (part) +1 to 3 rd floor, and 36 th to 40 th floor and Flat No.12 of 20 th floor and Flat no.8 of 21 st , 23 rd to 26 th , 28 th to 31 st , 33 rd to 35 th upper floor).	1892.98 Sq.M.
Residential Building F-Wing 11	24583.31 Sq.M. (up to 37 floor)		625.58 Sq.M. (Ground Floor(part) + First Floor(part)	23957.73 Sq.M.

P.T.O

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

Sr. No.	Building/s	Built Up Area (in sq.m.)	Date of issuance of OC
1	Resi. Building (B3, B4, C5 & C6) up to 40 upper floors	111552.18 Sq.M.	Part OC dt. 8/06/2017
2	Resi. Building (D7) (Ground(part)+ 4 to 35 upper floors)	18918.13 Sq.M.	Part OC dt. 16/08/2018
3	BUA consumed for this case	131870.31 Sq.M.	

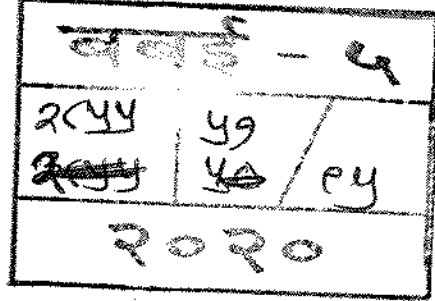
The work is carried out under the supervision of Architect, Miss Devyani Khadikar from 'M/s. Spaceage Consultant', (Architect's Registration No.CA/90/13184) and Structural Engineer Mr. Girish D. Vaidya of 'M/s. Sterling Engineering Consultancy Services Pvt. Ltd.' (License No.BMC Reg. No. STR-D/69) which may be occupied subject to your compliance of all the following conditions:

1. That the provisions in the proposal which are not conforming 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 against you;

Special Conditions:

5. The buildings w/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 Resi. Bldg D-Wing 7 before requesting for grant of full OC of building w/r OR before giving physical possession to the flat buyers whichever is earlier as ensured by Architect in their letter dt.30/11/2018;
7. 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;

P.T.O



8. The applicant shall complete the unfinished internal works before applying for grant of full Occupation Certificate of the Resi. Bldg D-Wing7 and Resi. Bldg 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.
9. The applicant shall abide with the decision of Competent Authority regarding NA Order.
10. The applicant shall comply the conditions mentioned in Commencement Certificate No. T & C WTT/Block-C/CC/Vol-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 adhering to the IS Code as mentioned in the Maharashtra Fire Service office's Circular no. MFS/10/2012/1099 dt. 19/07/2012.
14. The applicant shall comply with the conditions mentioned in the MCCM's Circular No. CHE/27921DP/Gen. dt.6/01/2014 (in respect of preservation of documents mentioned at sr.no. (a to k) therein) and applicant shall submit undertaking and indemnity bond mentioned therein before requesting for Occupation Certificate.

A set of certified Part Completion plans (As-Built Drawings No. 1/22 to 2/22) is enclosed herewith.

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

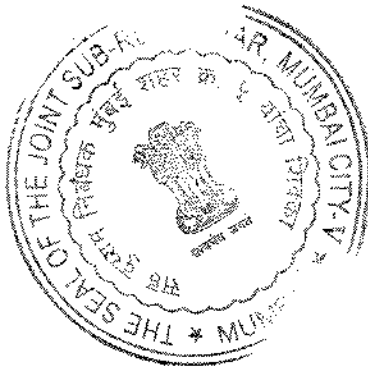
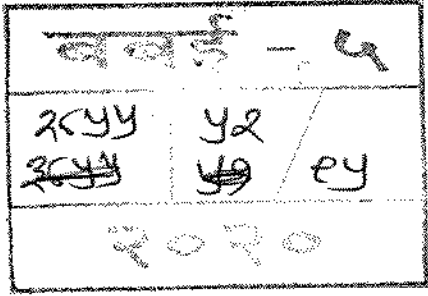

Planner

Town & Country Planning Division

Copy (for information w.r.t MMRDA's D.O.Letter dt.30/6/2009), with set of certified Part completion plans bearing nos. 1/22 to 2/22 to:

1) The Executive Engineer,
Bldg. Proposals-City-1,
New Municipal Building,
Bhagwan Walnutki Chowk
Vdyalankar Marg, Opp. Hanurran
Mandir, Antop Hill, Wadala (E).
Mumbai - 400 037.

2) Ms. Spaceage Consultants
Shop No.15-B-106,
Natraj Building, Snak Centre,
Mullund Link Road,
Mullund (W), Mumbai - 400 033





MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP WTT/BLOCK-C/C/OCA/Vol-XIII/ 72018

Date:

4 DEC 2018

OCCUPANCY CERTIFICATE

For Commercial Building (H) 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, Mumbai City District.

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

Sir,

In the development work of Commercial Building(H) of " **M/s. Lodha Developer Limited**" on Plot bearing Block- C, CS No. 8(pt) of Village -Salt Pan, situated at Wadala Truck 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:

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

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

Sr. No.	Building's	Built Up Area (in sq.m.)	Date of issuance of OC
1	Resi. Building (B3, B4, C5 & C6) up to 40 upper floors	111952.18 Sq.M.	Part OC dt. 9/09/2017
2	Resi. Building (D7) (Ground(part)+ 4 to 35 upper floors)	19918.13 Sq M	Part OC dt. 16/08/2018
3	BUA consumed upto till now.	131870.31 Sq M.	

The work is carried out under the supervision of Architect, Miss Devyani Khadikar from **M/s. Spaceage Consultant** (Architect's Registration No.CA/80/13184)

EPABX : 2658 0001 - 04 / 2659 4000 • FAX : 2655 1264 • WEB SITE : <http://mmrda.maharashtra.gov.in>

P.T.O

and Structural Engineer Mr. Girish David of M/s. Sterling 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:

Viz.

1. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if -
 a) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner is contravened or is not complied with.

i) 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 ownership in any way.

3. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved.

4. That if any change in the user or constructed premises mentioned/depicted in 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.

5. That any change in the constructed premises and user thereof, any time in future would require prior approval of MMRDA.

6. This permission is issued without prejudice to action, if any, under the MR & TP Act, 1966.

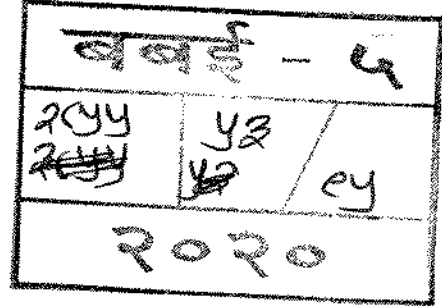
7. Any condition mentioned in any of the NOC from any Concerned Authority shall be complied with before occupying the property under reference.

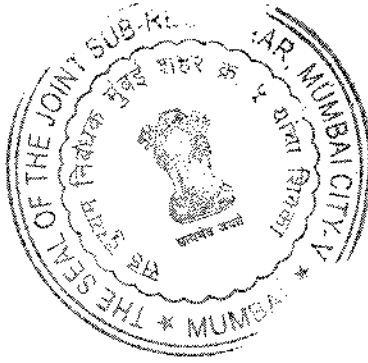
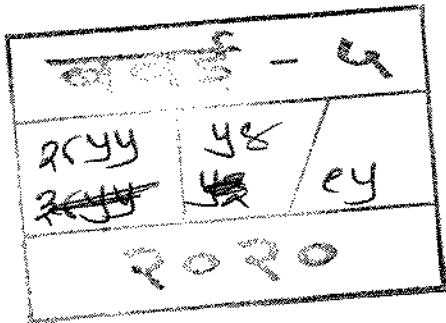
8. That the conditions of the Comprehensive Undertaking dated 15/03/2011 and Indemnity Bond dated 28/11/2018 shall be adhered to.

9. That the utilities like drainage & water-supply arrangements shall be in accordance with the overall arrangements made by MCGM/ MMRDA.

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 this office.

P.T.O





Special conditions:

1. 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.
2. The applicant shall obtain and submit License for remaining 13 lifts (C3, C4, C5, C6, C9, C10, C11, C12, C13, C14, C15, C17, C18) for Commercial Bidg within 5 month from issuance of this OC OR before asking for Building Completion Certificate, whichever is earlier u/r as ensured by applicant in their under taking dt.28/11/2018, and lifts shall be operated after obtaining License only.
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 unfinished 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;
6. 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 ensure 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.

8. The applicant shall comply with the conditions mentioned in the MCGM's Circular No. CHE/2792/HD/Gen. dt.6/01/2014 (in respect of preservation of documents mentioned at sr.no. (a to k) therein) and applicant shall submit undertaking and Indemnity bond mentioned therein, before requesting for Building Completion Certificate.

P.T.O

A set of certified Completion plans (As-Built Drawings No.1/18 to 18/18) is enclosed herewith.
This Occupation Certificate is issued with the approval of Metropolitan Commissioner.

Yours faithfully,


Planner
Town & Country Planning Division

Copy (for information w.r.t MMRDA's D.O.Letter dt.30/01/2009) with set of certified Completion plans bearing nos. 1/18 to 18/18 is:

- 1) The Executive Engineer,
Bidg. Proposals-City-I,
New Municipal Building,
Bhagyan Walmiki Chowk,
Vidyalankar Marg, Opp. Hanuman
Mandir, Antop Hill, Wadala (E),
Mumbai - 400 037.
- 2) M/s. Spaceage Consultants (Architect)
Shop No.15/B-106,
Natraj Building, Sagar Complex,
Mulund Link Road,
Mulund (W), Mumbai - 400 080.

No. T&CP/WTT/Block-C/CC/Vol-XVI/548 /2019

Date: 16/01/2019

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 (2nd to 38 floors) and F11(2nd 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 (2nd to 38 floors) & F11(2nd 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, MMRDA.

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२०२०	



Sr. Planner
 Town and Country Planning Division
 M.M.R.D.A



Mumbai Metropolitan Region Development Authority

Chandra-Kurla Complex, Bandra East, Mumbai 400 051

Phone: 26591234 EPABX +91 22 2659 0001 / 4000 F +91 22 2659 1112 / 1264

<https://mmrda.maharashtra.gov.in>



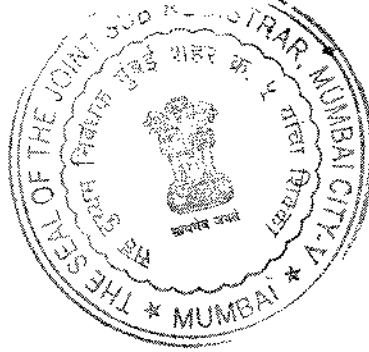
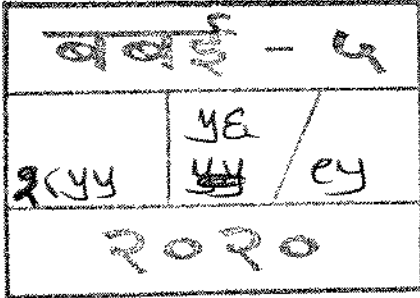
Copy with set of approved drawings bearing nos. 1/1

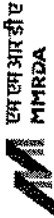
(i) ✓ M/s. Lodha Developers Limited.
412/ Floor -4, 17G Vardhaman Chamber,
Cawasji Road, Hornimal Circle,
Fort, Mumbai – 400 001.

(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,
Antop Hill, Wadala (E),
Mumbai – 400 037.





No. T&CP/WT/Block-CCCA/Vol-XVI/549/2019

Date: 29 MAY 2019

To,
 Ar. Deyyani Khadikar
 Spaceage Consultants (Architect)
 Shop No. 15-B-106,
 Navaj Building, Ghate Complex,
 Masand Link Road, Mulund (W),
 Mumbai - 400 060.

Sub: Proposed Addition and alteration work in the existing Residential Building B3, B4, C5, C6, 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 M/s. Lodha Developers Limited.

Ref. Yours letter No. -Nil, 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.

Sir,
 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, C6, 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 M/s. Lodha Developers Limited.
 Accordingly MMRDA has approved the proposal of proposed addition and alteration works in the existing Residential Building B3, B4, C5, C6 and D7 and existing Commercial Building -H for premises as shown by red-colour line in the accompanying drawing no. 01/61 to 61/61.

The details of the BUA building wise are given in table below:

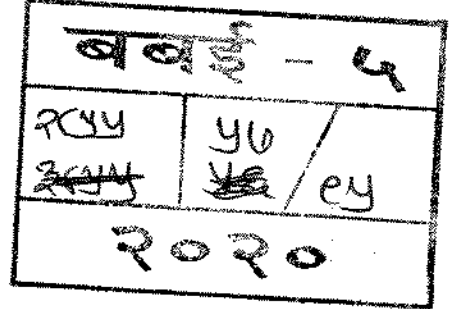
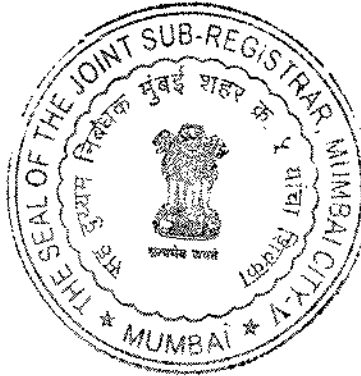
Sr. No.	Building's	Built Up Area as per Part OC/COC and addition and alteration permission issued by MMRDA (in sq.m.)	Built Up Area as Per proposed addition And alteration (in sq.m)
1.	Residential Building B3 (up to 40 floors)	36256.68	37872.62
2.	Residential Building B4 (up to 40 floors)	25404.16	26273.29
3.	Residential Building C5 (up to 40 floors)	25487.73	26343.60
4.	Residential Building C6 (up to 40 floors)	24869.11	25726.60
5.	Residential Building D7 (up to 40 floors)	25494.37	27422.41
6.	Commercial Building -H (up to 40 floors)	50266.24	50251.01
	BUA consumed till now	188772.19	193889.53

P.T.O.

Mumbai Metropolitan Region Development Authority
 Telephone: 022-2659 2234 EPABX: 022-2659 0301/4000 F: 022-2659 2127/2654
 Website: www.mmrda.gov.in

The approval is issued subject to the following conditions:

- M/s. Lodha Developers Limited has indemnified 'MMRDA' and its employees against any risk, damage etc., arising out of the proposed internal alterations work (as mentioned in Indemnity Bond dt. 20/05/2019 submitted by you to MMRDA).
- M/s. Lodha Developers Limited shall obtain Consent for the proposed Addition-Alteration, if required and MMRDA shall stand indemnified & its officers/employees for all earlier drawings that will be replaced by applicant.
- M/s. Lodha Developers Limited shall share these drawings with the full part to whom earlier drawings have been issued.
- The work shall 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.
- Four Copies of as-built drawings shall be submitted showing the completed work.
- The Completion Certificate for the proposed work shall be obtained from this office before occupying the premises under reference.
- 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.
- All the conditions mentioned in the Chief Fire Office, NOC dated 16/05/2019 shall be complied and the NOC from CEO for occupation shall be submitted before requesting for Completion Certificate.
- Any change in these approved premises would require prior approval from MMRDA.
- M/s. Lodha Developers Limited shall obtain permission under provision of other applicable status wherever necessary.
- M/s. Lodha Developers Limited will be solely responsible for equal distribution of common areas like AHU/ toilets/ etc. and MMRDA should not be held responsible for that.
- M/s. Lodha Developers Limited shall not misuse fire escape corridors/ niches/ duct/elevation treatment and A.H.U. as per the Undertaking submitted on 13/05/2019.
- This permission is issued without prejudice to legal matters pending in court of law, if any.
- 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).
- 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 NOC/Approvals obtained from various agencies from time to time.



17) 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 reference by MMRDA.

A drawing duly stamped in returned herewith as a token of approval.
This permission is granted without bias to any action initiated by any department of MCGM/ MMRDA.

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

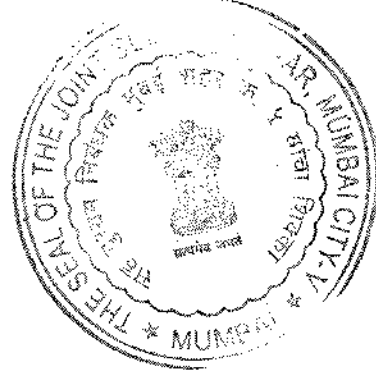
C. Y. Khandare
(C. Y. Khandare)
Sr. Planner,
T & CP Division

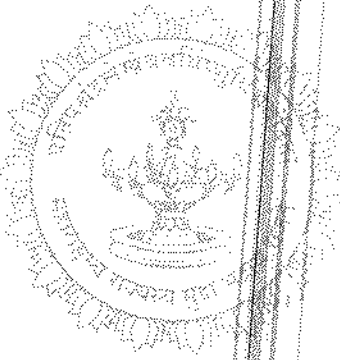
Encl: Drawing No. 1/61 to 61/61 (total 61 nos. of drawing)

Copy with set of approved drawings bearing nos. 1/61 to 61/61:

- (i) M/s. Lodha Developers Limited,
412/ Floor -4, 17G Vardhaman Chamber,
Cawasji Road, Hornimall Circle,
Fort, Mumbai - 400 001.
- (ii) The Executive Engineer,
Bldg. Proposals-City-I,
New Municipal Building,
BhagwanWalmiki Chowk, Vidyatankar Marg,
Opp. Hanuman Mandir,
Antop Hill, Wadale (E),
Mumbai - 400 037.

व्यक्ति - ५	
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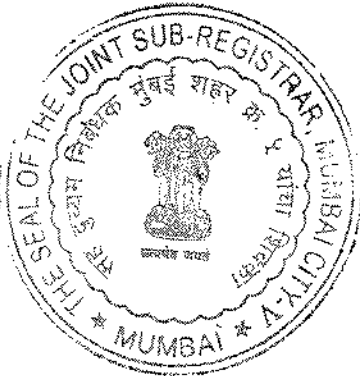


Government of Maharashtra

CRZ/ RCR/ Inter-States Status, if any.	Nil
Distance from Protected Areas / Critical Pollution Areas / Inter-States boundaries	NA. Status Given to this site, 11.1 km
Category as per Schedule II of EIA Notification	Category II
Court case pending if any	Nil
Other Relevant Information	The EAC, MRP&C has granted full to its 26th meeting held on 15.12.2017
Have you previously submitted Application online on MOP&C Website	Yes
Date of online submission	18.12.2017

3. The proposal has been considered by SEIAA in its 15th meeting & decided to accord environmental clearance to the said project under the provision of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:

Specific Conditions:	
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बवई - ५
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Government of Maharashtra



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP/WTT/Block-C/CC/Vol-X/153/2017

Date: 08 JUN 2017

PART OCCUPANCY CERTIFICATE

To,
✓ M/s. Lodha Crown Buildmart Pvt. Ltd. (Licensee)
Lodha Pavilion, 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:

Building/Permissible floors	BUA as per CC(for superstructure dt.12/02/2014)	BUA for which part OC is now issued (Ground to 40 th floor)	BUA for which OC is balance
Building B-Wing 3 (up to 43 floors)	38050.958 Sq.m. (up to 43 floor)	36256.578 Sq.m. (up to 40 floor)	1794.38 Sq.m.
Building B Wing 4 (up to 45 floors)	27626.843 Sq.m. (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. (up to 45 floor)	25432.151 Sq.m. (up to 40 floor)	2691.359 Sq.m.
Building C Wing 6 (up to 45 floors)	27542.425 Sq.m. (up to 45 floor)	24869.11 Sq.m. (up to 40 floor)	2673.315 Sq.m.
Total BUA	121343.736 Sq.m.	111952.179 Sq.m.	9391.557 Sq.m.

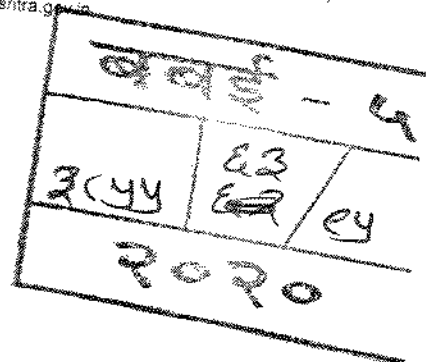
The work is carried out under the supervision of Architect, Miss Devyani Khadilkar from 'M/s. Spaceage Consultant', Architect's Registration no. CA/90/13184 and Structural Engineer Mr. Girish David of 'M/s. Sterling Engineering Consultancy Services Pvt. Ltd.' which may be occupied on the following conditions:

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.
EP&BX : 2659 0001 - 04 / 2659 4000 • FAX : (022) 2659 1264 • WEB SITE : <https://mmrda.maharashtra.gov.in>



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;
6. 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;
7. 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 40th floors) is enclosed herewith.

Shikha
8/6/17

Planner

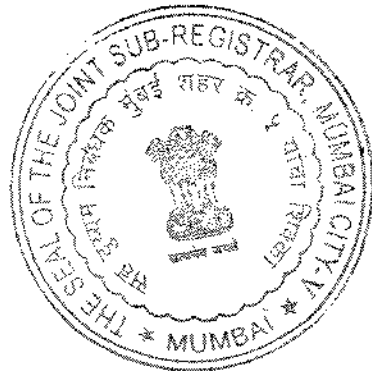
Town & Country Planning Division

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

- 1) **The Executive Engineer,**
Bldg. Proposals-City-I,
New Municipal Building,
Bhagwan Walmiki Chowk, Vidyalankar Marg, Opp. Hanuman Mandir,
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.



बकई - ५	
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MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. T&CPWTT/Block-C/CC/Ver-XII/999/2017

Date: 1 SEP 2017

AMENDED COMMENCEMENT CERTIFICATE

Permission is hereby granted under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No XXXVII of 1966) to the applicant **M/s. Bellissimo Crown Builders Pvt. Ltd.** for the proposed development up to and above plinth level of Residential and Commercial Buildings on Plot No. Block-C of Wadala Truck Terminal, Mumbai, with BUA of 37,899.45 Sq. M. (Proposed BUA of 2,67,127.27 sq.m. + Existing BUA of 1,11,952.179 sq.m.) as against the total permissible built up area on this plot is 4,95,000.00 sq.m. as given below and as depicted in drawing no 01/98 to 98/98. The Commencement Certificate up to and above plinth is granted on the following conditions:

Viz:

Building No.	Wing No.	Storey/floors	Commencement certificate issued Up to Plinth	Proposed Built Up Area (sq.m.)	Total Height of proposed building (m)
Residential Building A	1	4 level Basement + G+42	Plinth	13652.165	134.30
Residential Building E	9	4 level Basement + Part still Part G+39	Plinth	26989.057	127.25
Residential Building G	10	4 level Basement + still Part	Plinth	23075.585	116.30
Residential Building H	12	4 level Basement + G+41	Plinth	25914.769	130.48
Commencement Certificate is hereby granted for proposed development above plinth					
Commercial Building H	4	4 level Basement + G+29	G + 29 upper floor	1,18,141.617	115.80
Residential Building D	7	4 level Basement + Part still and Part G+43	G + 43 upper floor	2,69,995.654	134.30
Residential Building F	11	4 level Basement + G+39	G + 39 upper floor	1,18,141.617	124.85
Residential Building D	8	4 level Basement + Part still Part Ground +42	G + 42 upper floor	1,18,141.617	126.60
The Existing BUA of Residential Building B-Wing 3 & 4, Building C-Wing 5 & 6 up to 40 floors (As per Part CC dt. 02/02/2011)					1,11,952.179
The proposed BUA of Residential Building A-Wing 1 & 2, Building E-Wing 9 & 10 and Building G-Wing 12 and Wing B(10, B(11), C(1), C(2) & C(3))					1,46,995.654
Total BUA to be consumed on plot is					3,75,089.45

- This permission Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way.
- This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if:
 - The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restriction imposed by the Metropolitan Commissioner of MMRDA is contravened or not complied with.
 - The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional Town Planning Act, 1966.
- This Commencement Certificate is valid for a period of two years from the date hereof and will have to be renewed thereafter.

Address: Kurta Complex, Baroda (East) Mumbai - 400 051
 SPARK : 2434 8801 - 64 7266 4560 - FAX : 2434 1254 - MAIL : mumbai@mmrda.gov.in

- This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional Town Planning Act, 1966.
 - Conditions of this certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving title through or under him.
 - The provisions in the proposal which are not conforming to applicable Development Control Regulations and other acts are deemed to be not approved.
 - The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupation Certificate.
 - Any development carried out in contravention of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under section 52 or as the case may be, section 54 of the M.R. & T.P. Act, 1966. The applicant and his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from the fine.
 - The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.
 - The applicant shall obtain an advance connection (not commissioned) for utilities and services and submit same to MMRDA before applying for grant of Occupation Certificate as ensured by Architect in their letter dt. 04/08/2015.
 - Construction beyond plinth level should not be commenced without obtaining Commencement Certificate above plinth level from MMRDA and the building should not be occupied without obtaining Occupancy Certificate from MMRDA.
 - The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/Clearances such as EIA Clearance, CPO etc.
 - The applicant shall develop RG areas and shall plant the required number of trees on the plot under reference as per the DCR and obtain the NOC from Tree Authority of MCGM before applying for grant of Occupancy Certificate.
 - The applicant shall ensure that detection systems are strictly adhering to the IS code as mentioned in Maharashtra Fire Service office's circular no. MFS/10/2013/1099 dt. 18/07/2012.
 - The applicant shall provide Rain Water Harvesting System as per UED's Notification No. 1PB/432061-2133/CR-230/14/JD-11 Dt. 10/03/2006.
 - The applicant shall comply the conditions mentioned in the MCGM's Circular no. CH/127921/DP/Gen. dt. 08/01/2014 in respect of preservation of documents mentioned at sr. no. (a to k) therein & applicant shall submit Undertaking & indemnity Bond mentioned therein before requesting for Occupation Certificate.
 - The applicant shall pay the Building and Other Construction Labour Welfare Cess to the competent Authority and submit a copy of receipt to this office.
 - The applicant shall obtain all the necessary final NOCs/Completion Certificate/Clearances relating to water supply, sewerage/sanitation, SWD, Tree CPO etc. from MCGM and submit the same to MMRDA before applying for Occupation Certificate for the buildings on the land under reference.
- Special Conditions:**
- The applicant shall comply the conditions of Agreement to Lease dt. 01/03/2011.
 - The applicant shall obtain the NOC from Civil Aviation Authority and submit the same to MMRDA before starting of the construction work above height granted by Civil Aviation Authority's NOC dt. 30/10/2013 and 15/11/2015.
 - The applicant shall obtain the NOC from BEST for Electric Substation and Electric Meter Rooms and submit the same to MMRDA before applying for grant of Occupation Certificate as ensured Architect in their letter dt. 22/08/2017.
 - The applicant shall obtain and submit the revised CPO to MCGM for the amended drawings before requesting any further amendments in the drawings.

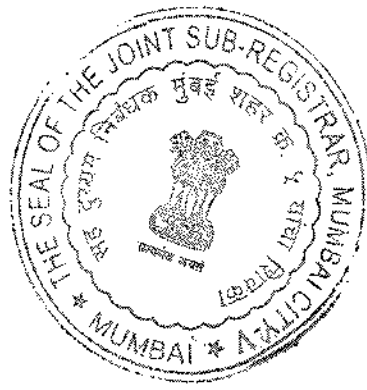
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(H) M/s. Spaceage Consultants (Architect)
 Shop No 15, B-106,
 Natraj Building, Srich Complex,
 Malad Link Road, Malad (W),
 Mumbai - 400 090

Copy for information and recover w.r.t MMRDA's D.O. letter dt. 30/01/2009, with set of approved drawings bearing Nos. 1788 to 1899:

The Executive Engineer,
 Bldg. Proposals-City-I,
 New Municipal Building,
 Bhagwan Watnik Chowk, Vidyasankar Marg, Opp. Hanuman Mandir,
 Antop Hill, Wadala (E), Mumbai - 400 037.



- The applicant shall obtain revised NOC from EE (T & C Division) of MCGM for additional parking spaces and amendments made in 1st level basement and submit the same to MMRDA before applying for grant of Occupation Certificate.
- The applicant shall comply the conditions mentioned in the EIA Clearance issued by Environment Departments dt. 05/09/2011, 17/01/2013 and 11/06/2013 and obtain the revised EIA Clearance for the amendment made in the earlier approved proposal and submit the same to MMRDA before applying for grant of Occupation Certificate.
- The applicant shall comply the conditions mentioned in the revised NOC issued by the High Rise Committee dt. 13/04/2015.
- The applicant shall comply the conditions mentioned in consent to establish issued by MPCB on 11/11/2011 and also obtain the revised consent to establish from MPCB for amendment made proposal and submit the same to MMRDA before applying for grant of CC above plinth for Building A1 & A2 as ensured by architect in their letter dt. 04/08/2015.
- The applicant shall comply the conditions mentioned in the revised NOC issued by Chief Engg. (M & E) of MCGM dt. 22/04/2015.
- The applicant shall obtain the NOC from Post Control Officer (PCO) of MCGM for swimming pool and submit the same to MMRDA as ensured by the Architect in his letter dt. 18/11/2011.
- The applicant shall provide the Solar Assisted Water Heating System as per Regulation No 21 of WTT's DCR.
- The applicant shall obtain NA order and submit the same before applying for grant of Occupation Certificate.
- The applicant shall get the plot boundaries verified or confirmed by Lands Cell of MMRDA before applying for grant of Occupation Certificate.
- The applicant shall inform the institutions/financial institutions as and when the plans are amended and issued with amended CC.
- The applicant shall use ready mix concrete with a least 15% fly ash for construction work on plot as per the Regulation No. 16.1 of WTT's DCR, 2011.
- The applicant shall adhere to and fulfill all the conditions and requirements of UED's Order No. 1PB/432001/661/CR-108/2001/JD-11 dt. 07/11/2007 & MCGM's circular No. CH/1361/DP/Gen dt. 11/12/2001 in respect of the habitable uses permitted in the basement.
- That the requirements of provisions mentioned in the Appendix J of the WTT DCR for disabled persons shall be applicable to the Residential Building D-wing B.
- The relevant D.C. regulations sanctioned by the Government from time to time are applicable.
- The applicant shall comply the conditions mentioned in NOC of Monorail dt. 20/10/2015.
- The applicant shall comply all the conditions mentioned in Commencement Certificate dt. 12/02/2014, 27/07/2015, 15/10/2015, 22/04/2016 and 02/03/2017.
- The applicant shall comply the conditions mentioned in the Commencement Certificate dt. 12/02/2014 for Residential Building B-Wing 3 & Wing 4, Building C-Wing 5 & Wing 6.
- This CC supersedes the earlier CC issued by MMRDA on 12/02/2014, 27/07/2015, 15/10/2015, 20/04/2016 and 02/03/2017.

This Commencement Certificate is issued with the approval of Metropolitan Commissioner

Town and Country Planning Division
M.M.R.D.A.

Copy with set of approved drawings bearing nos. 1788 to 1899:
 (H) M/s. Bellissimo Crown Builders Pvt. Ltd.
 412, 4th floor, 173 Varachman Chamber,
 Cowasji Patel Road, Nariman Point, Fort,
 Mumbai City, Maharashtra, India 400001





MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

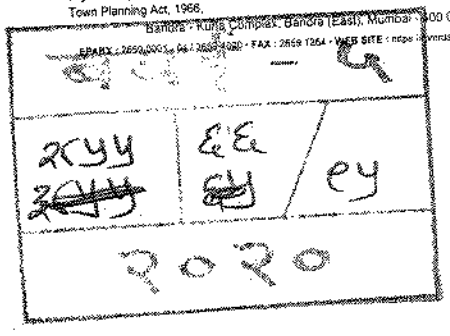
Block-C/CC/Msk/191/R3/6/2017 Date: - 2 MAR 2017

AMENDED COMMENCEMENT CERTIFICATE

Permission is hereby granted under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No XXXVII of 1966) to the applicant 'M/s. Lodha Crown Buildmart Pvt. Ltd.' for the proposed development above plinth level of Residential Building D - Wing B on Plot no. Block-C of Wadala Truck Terminal, Mumbai, comprising of 4 level Basement + Part 5th and Part Ground floor + 52 upper floors (restricted up to 39th floor) with BUA of 31680.376 Sq.M. (restricted up to 25234.73 Sq.M. up to 39th floor) as against the total permissible built up area on this plot is 4,95,000.00 sq.m as given below and as depicted on drawing no. 1717 to 1717 The Commencement Certificate above plinth up to 39th upper floors is granted on the following conditions:-

Building No.	Wing No.	Storey/Floors	Commencement certificate issued up to	Proposed Built Up Area (sq.m.)	Total Height of proposed building (m)	
Residential Building A	1	4 level Basement + G+55	Plinth	167.65	167.65	
Residential Building B	2	4 level Basement + G+55	Plinth	167.67	167.67	
Residential Building C	3	4 level Basement + Part 5th Part G+55	Plinth	167.67	167.67	
Residential Building D	4	4 level Basement + G+55	Plinth	171.70	171.70	
Residential Building E	5	G+53	G+43 upper floors (up to 134.85 m)	3650.958	169.30	
Residential Building F	6	G+56	G+43 upper floors (up to 135.45 m)	27626.843	167.58	
Residential Building G	7	Part 5th + part G+55	G+45 upper floors (up to 138.48 m)	28123.510	167.65	
Residential Building H	8	Part 5th + part G+55	G+45 upper floors (up to 138.48 m)	27542.475	167.65	
Commercial Building I	9	4 level Basement + G+43	G+34 upper floor (up to 134.40 m)	46437.964	167.30	
Residential Building J	10	4 level Basement + Part 5th and Part G+55	G+47 upper floor (up to 139.35 m)	25537.24	167.67	
Residential Building K	11	4 level Basement + G+55	G+40 upper floor (up to 123.1 m)	24325.10	171.70	
Residential Building L	12	4 level Basement + Part 5th Part G+55	G+39 upper floor (up to 119.35 m)	22234.73	157.65	
Total proposed built up area up to 43 upper floor of Building B-Wing 3 and up to 45 floor of Building B-Wing 4, Building C-Wing 5, Building D-Wing 6, Building E-Wing 7 up to 34 upper floor Commercial Building I, up to 40 upper floor for Building F-Wing 8 and up to 39 upper floor for Building G-Wing 9					34884.77	

- This permission/ Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way.
- This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if:
 - The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans;
 - Any of the conditions subject to which the same is granted or any of the restriction imposed by the Metropolitan Commissioner, MMRDA is contravened or is not complied with;
 - The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional Town planning Act, 1966.
- This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
- This Commencement Certificate is renewable every year but such extended period shall not in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional Town Planning Act, 1966.



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

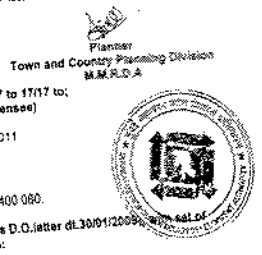
Certificate of Incorporation pursuant to change of name
 (Pursuant to rule 29 of the Companies Incorporation Rules, 2012)

Corporate Identification Number (CIN): U45202MH2007PTC169925
 I hereby certify that the name of the company has been changed from LODHA CROWN BUILD MART PRIVATE LIMITED to BELLISSIMO CROWN BUILD MART PRIVATE 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 Crown Buildmart Private Limited.
 Given under my hand at Mumbai this Sixth day of April two thousand seventeen.

RUPTI SIBHASH SHARMA
 Registrar of Companies
 RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:
 BELLISSIMO CROWN BUILD MART PRIVATE LIMITED
 412, Phase - 4, 17G Verdhama Chamber, (G+5) Patel Road, Horniman Circle, Fort - Mumbai - 400001
 Mumbai City, Maharashtra, India, 400001

Copy with set of approved drawings bearing Nos. 1717 to 1717 to:
 (i) M/s. Lodha Crown Buildmart Pvt. Ltd. (Licensee)
 Lodha Pavilion, Apollo Mills Compound,
 N.M.Joshi Marg, Marolbhayam, Mumbai - 400 011
 (ii) M/s. Spaceage Consultants (Architect)
 Shop No. 13, B-105,
 Natraj Building, Ship Complex,
 Mulund Link Road, Mulund (W), Mumbai - 400 080.
 Copy for information and recover w.r.t MMRDA's D.O. letter dt. 30/01/2017 to:
 approved drawings bearing Nos. 1717 to 1717 to:
 The Executive City-1,
 Bldg. Proposals Bldg.,
 New Municipal Bldg.,
 Bhagwan Walimki Chowk, Vidyatankar Marg, Opp. Hanuman Mandir,
 Anand Hill, Wadala (E), Mumbai - 400 037.



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH

BELLISSIMO CROWN BUILDMART PRIVATE LIMITED
... Petitioner / Transferor Company
AND
LODHA DEVELOPERS PRIVATE LIMITED
... Petitioner / Transferee Company

In the matter of the Companies Act, 2013;
AND
In the matter of Sections 230 to 232 of the Companies
Act 2013 and other applicable provisions of the
Companies Act 2013;
AND
In the matter of Scheme of Amalgamation ('Scheme')
between Bellissimo Crown Buildmart Private Limited
('Transferor Company') and Lodha Developers Private
Limited ('Transferee Company') and their respective
shareholders and creditors.

Judgment/Order delivered on 4th January, 2018

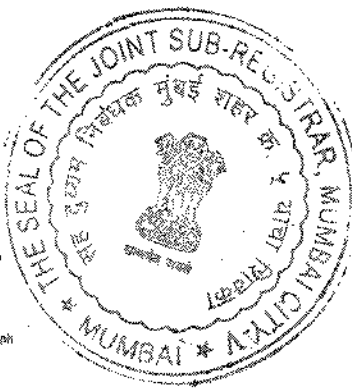
Coram:
Hon'ble B. S.V. Prakash Kumar, Member (J)
Hon'ble V. Nallarasampaty, Member (T)

For the Petitioner(s): Mr. Hemant Sethi i/s Hemant Sethi & Co
Mr. S. Kamakantha, Joint Director in the office of Regional Director
Mr. Parvez Naikwadi Assistant Registrar of Companies, Mumbai

For: V. Nallarasampaty, Member (T)

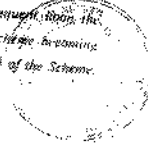
ORDER

1. Heard the learned counsel for the Petitioner Companies. None appeared before the Court to oppose the Scheme or to contravene avertments made in the Petition.
2. The sanction of the Tribunal is sought under sections 230 to 232 of the Companies Act, 2013, to the Scheme of Amalgamation between Bellissimo Crown Buildmart



the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Affidavit, the Regional Director has stated that:

- (a) In addition to compliance of AS-14 (IND AS-102) 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.
- (b) As per existing practice, the Petitioner Companies are required to serve Notice for Scheme of Amalgamation to the Income Tax Department for their comments. It appears that the Companies vide letter dated 14th August 2017 have served copy of Company Scheme Application No. 783 and 784 of 2017 along with relevant orders etc.
- (c) The tax implication if any arising out of the scheme is subject to final decision of Income Tax Authorities. The approval of the scheme by this Hon'ble Court may not deter the Income Tax Authority to permit the tax return filed by the Transferee Company after giving effect to the scheme. The decision of the Income Tax Authority is binding on the Petitioner Companies.
- (d) M/s Lodha Developers Private Limited, the Transferee Company and M/s Bellissimo Crown Buildmart Private Limited are primarily engaged in real estate development and construction activities. Hence, the petitioners may be directed to obtain NOC of (RERA) Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulations 2017.
- (e) As regards Part II Clause 7 of the Scheme (Aggregation of Authorized Share Capital), and fee payable by the Transferee Company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013
- (f) In view of Part II Clause 5 of the Scheme since the Transferor Company is the wholly owned subsidiary of the Transferee Company, on amalgamation, neither any consideration will be paid, nor any shares shall be issued by the Transferee Company to any person in consideration thereof or consequent upon the amalgamation the shares shall stand cancelled upon the Scheme becoming effective. The adjustment as proposed under Part-II Clause 6.3 of the Scheme.



- Private Limited and Lodha Developers Private Limited and their respective shareholders and creditors.
- The Learned Counsel for the Petitioner Companies states that the Transferor 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 Amalgamation will achieve the following primary benefits:
 - To enable better realization of potential of the business, yield beneficial results and enhanced value creation for the companies and their respective shareholders, lenders and employees;
 - Reducing operational and compliance cost;
 - Achieving operational and management efficiency; and
 - Synergies arising out of consolidation of business, such as, enhancement of net worth of the combined business to capitalize on future growth potential, optimal utilization of resources.
- The Petitioner Companies have approved the said Scheme by passing the Board Resolutions which are annexed to the Company Scheme Petition.
- 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 consonance with the orders passed in Company Summons for Directions.
- 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. Moreover, the Petitioner Companies through their Counsel undertake 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 a Report dated 1st January 2018 stating that that save and except as stated in paragraph IV of the said Affidavit, it appears that

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

- In so far as observations made in paragraph IV. (a) of the Report of Regional Director are concerned, the Petitioner Companies through its Counsel undertakes that in addition to compliance of IND AS - 102, 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.
- In so far as observations made in paragraph IV. (b) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel confirms that the Petitioner Companies have served notice of Scheme on the Income Tax authorities.
- In so far as observations made in paragraph IV. (c) of the Report of Regional Director is concerned, the Petitioner 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 met and answered in accordance with law.
- In so far as observations made in paragraph IV. (d) of the Report of Regional Director is concerned, the Petitioner Companies through its Counsel confirm that the Transferor Company and the Transferee Company have served notice of Company Scheme Application upon the RERA authority vide letters dated 7th September 2017.
- In so far as observations made in paragraph IV (e) of the Report of Regional Director is concerned, Transferee Company may be allowed to set-off fees paid by the Transferor Company on their Authorized Share Capital in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.
- In so far as observations made in paragraph IV (f) of the Report of Regional Director is concerned, the Transferee Company through its Counsel submits that there is no accounting treatment prescribed for accounting for cancellation of investments held by the Transferee Company in the Transferor Company (which is a wholly owned subsidiary). Further, a certificate dated 13th July, 2017 issued by the Company's auditor has been filed with the Tribunal which confirms that the accounting treatment as specified in Clause 6 of Part II of the Scheme is in conformity with the Indian Accounting Standards prescribed by the Central Government in accordance with section 133 of the Act and the rules made thereunder as applicable.



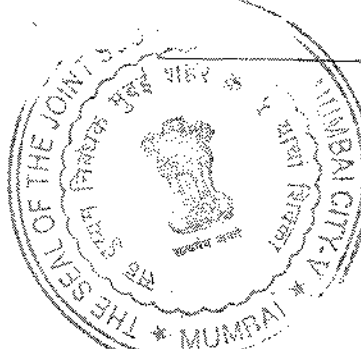
SCHEME OF AMALGAMATION
OF
BELLISSIMO CROWN BUILDMART PRIVATE LIMITED
WITH
LOBHA DEVELOPERS PRIVATE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS

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

15. The observations made by the Regional Director have been explained in the Petitioner Companies in paragraphs 9 to 14 above. The clarifications and undertakings given by the Petitioner Companies are hereby accepted.
16. The Official Liquidator has filed his report stating therein that the Affairs of the Transferor 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 fair and reasonable and is not violative of any provisions of law and is not contrary to public policy. None of the parties concerned have come forward to oppose the Scheme.
18. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition No. 956 of 2017 and Company Scheme Petition No. 957 of 2017, filed by the Petitioner Companies are made absolute in terms of prayer clause (b) of the respective Petitions.
19. The Petitioner Companies to lodge a copy of this order and the Scheme duly authenticated by the Deputy Director, National Company Law Tribunal, Mumbai 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 of the order.
20. Petitioner Companies are directed to file a copy of this order along with a copy of the Scheme with the concerned Registrar of Companies, electronically, along with e-form INC 28 in addition to the physical copy, within 30 days from the date of issuance of the order by the Registrar.
21. The Petitioner Companies to pay costs of Rs. 25,000/- each to the Regional Director, Western Region, Mumbai. The Petitioner Companies in Company Scheme Petition No 956 & 957 of 2017 to pay sum of Rs. 25,000/- each to the Official Liquidator High Court, Bombay. The costs to be paid within four weeks from the date of Order.
22. All authorities concerned to act on a copy of this order along with Scheme duly authenticated by the Deputy Director, National Company Law Tribunal, Mumbai Bench.

Sd/-
V. Nallaseepathy, Member (T)
4.1.2018
10.1.2018
29.1.2018
28.1.2018
Sd/-
B.S.V Prakash Kumar, Member (J)

2018	2018
2018	2018
2018	2018
2018	2018



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

PART I

DEFINITIONS OF THE SCHEME

1. DEFINITIONS
In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meaning:
- 1.1 "Act" means the Companies Act, 2013 and the rules, regulations, circulars and notifications issued thereunder, each as amended 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 Act are references to particular provisions of the Companies Act, 2013 unless stated otherwise.
- 1.2 "Accounting Standards" means the generally accepted accounting principles in India complying with (i) the mandatory accounting standards notified under the Companies (Accounting Standards) Rules, 2006 or the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time and to the extent in force; and (ii) the relevant provisions of the Act.
- 1.3 "Appointed Date" means the 1st day of April 2017.
- 1.4 "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 matters pertaining to this Scheme and or any other matter relating thereto.

- 1.5 "Effective Date" means last of the date on which the certified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai or such other competent authority, are filed by the Transferor Company and the Transferee Company with the Registrar of Companies, Mumbai. 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 effect" shall mean the Effective Date.
 - 1.6 "NCLT" or "Tribunal" means the Hon'ble National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Transferor Company and Transferee 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 Scheme under the Act.
 - 1.7 "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 Law Tribunal.
 - 1.8 "Transferor Company" or "BCBPL" means Bellissimo Crown Buildmart Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Carwaji Patel Road, Horniman Circle, Fort, Mumbai - 400 001
 - 1.9 "Transferee Company" or "LDPL" mean Lodha Developers Private Limited, a company incorporated under the Companies Act, 2013 have its registered office at 412, Floor - 4, 17G, Vardhaman Chamber Carwaji Patel Road, Horniman Circle, Fort, Mumbai - 400 001
- All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them.



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

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

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

PART II

AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE TRANSFEREE COMPANY

3. 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 each	10,40,00,000
TOTAL	160,72,02,200
Issued, Subscribed and Paid up Capital	
21,62,16,000 Equity Shares of Rs.5 each, fully paid up	108,10,80,000
2,00,00,000 Zero Coupon Optionally Convertible Redeemable Preference Shares of Rs.5 each, fully paid up	10,00,00,000
TOTAL	118,10,80,000



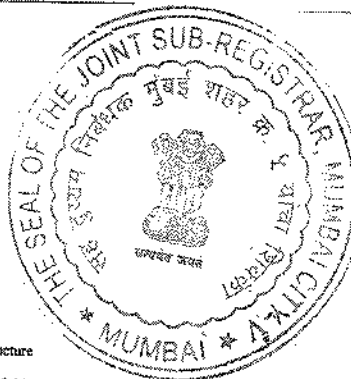
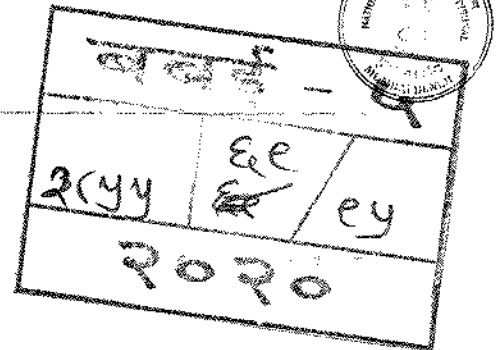
Subsequent to 31st March 2016, there has been change in the capital structure of the Transferee Company. Accordingly, as on the date of filing of this application with the NCLT, the authorised, issued, subscribed and paid-up share capital of the Transferee Company is as under:

Authorised Capital	
30,10,20,440 Equity Shares of Rs. 5 each	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 up	113,10,80,000
TOTAL	113,10,80,000

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

3.2 The share capital of BCPL as on March 31, 2016 was as under:

Particulars	Amount in (Rs)
Authorised Capital	
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	
10,000 equity shares of Rs. 10 each	1,00,000
0% Optionally Convertible Cumulative Redeemable Preference Shares of Rs. 10 each	8,00,000
TOTAL	9,00,000



Subsequent to 31st March 2016, there has been change in the capital structure of the Transferor 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 Transferor Company is as under:

Authorised Capital	
1,00,000 equity shares of Rs. 10 each	10,00,000
TOTAL	10,00,000
Issued, Subscribed and Paid up Capital	
90,000 equity shares of Rs.10 each	9,00,000
TOTAL	9,00,000

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

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

4. TRANSFER AND VESTING

4.1 With effect from the Appointed Date and upon the Scheme becoming effective, the respective businesses and undertakings of the Transferor Company, shall, under the provisions of Sections 220 and 232 and other applicable provisions, if any, of the Act, and pursuant to the orders of the Tribunal or other appropriate authority, if any, sanctioning the Scheme shall without any further act, deed, matter or thing, stand transferred to and vested in and/or deemed to be transferred to and vested in the Transferee Company so as to become the properties and liabilities of the Transferee Company in accordance with the provisions of Section 2(1B) of the Income-tax Act, 1961.



modification(s) of charge, with the Registrar of Companies, Mumbai to give formal effect to the above provisions.

4.10 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 "amalgamation" as defined under Section 2(1B) of the Income-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 Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail 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.

4.11 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 Transferee Company.

5. NO ISSUE OF SHARES BY THE TRANSFEREE COMPANY

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

6. ACCOUNTING TREATMENT



Upon the Scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor 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 Transferee Company pursuant to the Scheme shall be recorded by the Transferee Company at their carrying amount as appearing in the books of the Transferor Company.
- 6.2 Inter-company balances, loans and advances, investments and transactions if any, shall stand cancelled.
- 6.3 The difference between the share capital of the Transferor 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 Transferee Company, the impact of the same till the Appointed Date of amalgamation will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.

7. AGGREGATION OF AUTHORISED 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 authorized share capital of the Transferee Company and shall be reclassified as consisting of equity shares of Rs. 5 each without any further act, instrument or

deed on the part of the Transferee Company including without payment of stamp duty and fees payable to Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the 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 capital to that extent.

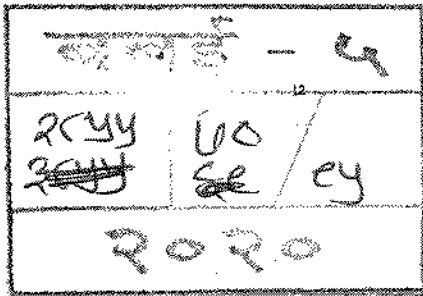
- 7.2 Consequent upon the amalgamation, the Authorized Share Capital of the Transferee Company will be amended/altered/modified as under:

Authorized Share Capital	Amount in Rs.
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	161,14,02,200

It is clarified that the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under Section 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 authorised share capital of any Transferor Company and/ or Transferee Company before the Effective Date, on sanctioning of the any other Scheme by the NCLT, such increase shall be given effect to while aggregating the authorised share capital.

8. 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 prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and



enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company, if this Scheme had not been made.

- 8.2 The Transferee 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 against the Transferee Company, to the exclusion of the Transferor Company.

9. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 9.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, 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 Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or there under.
- 9.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferor Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same

- 4.2 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 assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, 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 licenses in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, tenancy rights, premise, ownership flats, hire purchase and lease arrangements, lending 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, benefits of agreements, contracts and arrangements, powers, authorities, permits, allotments, 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 limited 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 MODVAT/CENVAT/Service tax credits, unutilised input tax credit of central goods and services tax ("CGST"), integrated goods and services tax ("IGST"), state goods and services tax ("SGST"), goods and services tax compensation cess ("GST Compensation Cess") etc.), software license, domain / website etc.



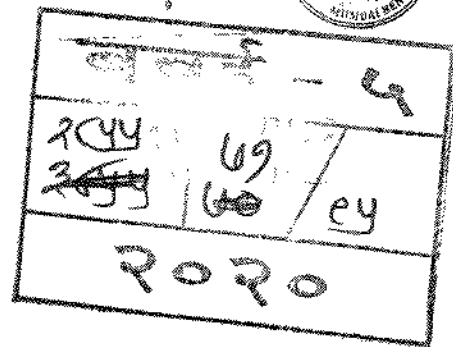
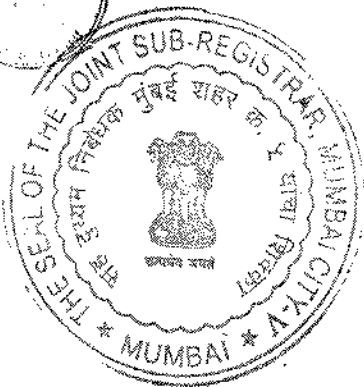
all files, papers, records engineering and catalogues, data quotations sales / advertisement materials and former customers (price information) / suppliers (credit information) other records whether in physical, electronic form in connection / relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, whether in India or abroad as on the Appointed Date, shall, under the provisions of sections 230-232 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become as from the Appointed Date the undertaking of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

4.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions, approvals, quotas or consents to carry on the respective operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of the Transferee Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents, sales tax, service tax, excise registrations, COST, SGST, IGST or other licences and consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation Schemes, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or

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

4.4 With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Company, shall 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 contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

4.5 Where any of the respective debt, liabilities (including contingent liabilities), duties and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor 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 Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee 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 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



contract or arrangement by virtue of which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.

4.6 All the assets and properties which are acquired by the Transferor Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of sections 230-232 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be 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 Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party.

4.8 The transfer and vesting of the undertakings of the Transferor Company as aforesaid shall be subject to the existing securities, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof to the extent such securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferor Company. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility availed of by the Transferor Company and the Transferee Company shall not be obliged to create or provide any further or additional 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 Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or

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

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

10. TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

10.1 On the Scheme becoming effective, all staff, workmen and employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall become staff, workmen and employees of the Transferee Company, without any break or interruption in their services, on same terms and conditions on which they are engaged as on the Effective Date. The Transferee Company further agree that for the purpose of payment of any retirement benefit / compensation, such immediate and overruled past services with the Transferor Company shall also be taken into account.

10.2 The accounts / funds of staff, workmen and employees past or present, relating to pension and/or superannuation, provident fund, gratuity fund or any other special fund or trusts created or existing for the benefit of staff, workmen and employees of the Transferor Company shall be identified, determined and transferred to the respective Trusts / Funds of the Transferee Company.



such employees shall be deemed to have become members of such Trusts / Funds of the Transferee 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 financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:
- 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
 - if the same is expressly permitted by this Scheme; or
 - if the prior written consent of the Board of Directors of the Transferee 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 Transferee Company.
- 11.3 All profits and cash accruing to or losses arising or incurred (including the effect of taxes if any thereof), by the Transferor Company, shall for all purposes, be treated as the profits/ cash, taxes or losses of the Transferee Company.

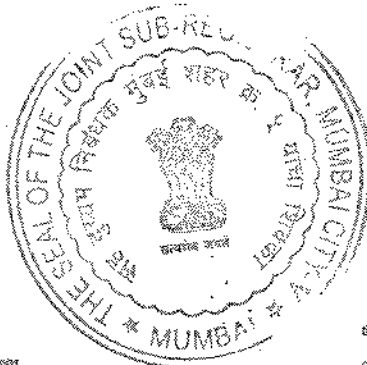
12. TREATMENT OF TAXES

- 12.1 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra 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, Maharashtra Goods and Services Tax Act, 2017 and any other applicable Goods and

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/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company.

- 12.2 All taxes (including income tax, wealth tax, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST Compensation Cess, 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 Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST Compensation Cess, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, 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 paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.
- 12.3 Any refund under the Tax Laws due to the Transferor 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 preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 12.4 Without prejudice to the generality of the above, all benefits including under the income tax, sales tax, excise duty, customs duty, service tax, CGST, SGST, IGST, GST Compensation Cess, VAT, etc., to which the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.

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13. SAVING OF CONCLUDED TRANSACTIONS

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

PART III

GENERAL TERMS AND CONDITIONS

14. DISSOLUTION WITHOUT WINDING UP OF THE TRANSFEROR COMPANY

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

15. APPLICATION TO THE TRIBUNAL

Companies involved under this arrangement (i.e. Transferor Company and Transferee Company) shall make applications / petitions, wherever required, under Sections 230-233 and other applicable provisions of the Act to the Tribunal for sanction of this Scheme and for dissolution of the Transferor Company.

16. MODIFICATION / AMENDMENT TO THE SCHEME

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

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

- 16.2 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Transferee Company may give and are authorised to give such directions including directions for settling any question of 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 requisite consent of the members of the Transferor Company or the Transferee Company as may be directed by the Tribunal.
- 17.2 The sanction of the Tribunal under Section 230-232 of the Act in favour of Transferor Company or Transferee Company, as the case may be, under the said provisions and to the necessary order of the Act being obtained
- 17.3 The requisite consent, approval or permission of any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 17.4 Certified copy of the order of the Tribunal sanctioning the Scheme being filed with the Registrar of Companies, Mumbai collectively by Transferor Company and Transferee Company.
18. EFFECT OF NON-RECEIPT OF APPROVALS / SANCTIONS
- In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/ or the Scheme not being sanctioned by the Tribunal, this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

MUMBAI BENCH

CSP NO. 956 OF 2017

In the matter of the Companies Act, 2013;

AND

In the matter of Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder;

AND

In the matter of Scheme of Amalgamation between Bellissimo Crown Buildmart Private Limited ("Transferor Company") and Lodha Developers Private Limited ("Transferee Company" and their respective shareholders ("Scheme")

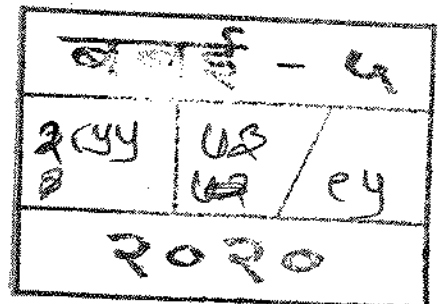
Lodha Developers Private Limited, ... Petitioner Company

CERTIFIED COPY OF ORDER DATED 4TH DAY OF JANUARY 2018 AND THE SCHEME ANNEXED TO THE PETITION



HEMANT SETHI & CO
ADVOCATES FOR PETITIONER

+919820244453



Government of Maharashtra

SEAC 2010/CR 814/TC-1
Environment department,
Room No. 217, 2nd floor,
Mantralaya Annex, Mumbai 400 033
Date: 11th June, 2014

To,
M/s. Lodha Crown Buildmart Pvt Ltd,
Lodha Pavilion, Apollo Mills Compound,
N.M. Joshi Marg, Mahalaxmi,
Mumbai-400 011

Subject: - Amendment in EC for proposed residential & commercial Building at Block C, Wadala Truck Terminus, Mumbai by M/s. Lodha Crown Buildmart Pvt Ltd

Reference: Even number environment clearance letter dated 5th September, 2011 & amended on 17th January, 2013.

Sir,

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

2. It is noted that, the proposal earlier considered by SEAC in its 42nd & 43rd meetings and recommended to SEIAA. SEIAA in its 31st & 32nd meeting in 34th meeting decided to accord grant of EC in the project and its subsequent amendment of EC. Accordingly EC has been issued to the project vide letter no SEAC 2010/CR 814/TC-1 dated 5th September, 2011 & amended on 17th January, 2013. It is noted that the amendment proposed in the EC letter is due to modification in the parking plan for smooth & effective maneuvering of parking vehicles for which basement area has increased. Considering the marginal changes and minimal impact on environment & DM dated 19 June 2013 SEIAA in its 70th meeting decided to grant the amendment of EC as below:

Sl.No.	Details	Earlier Amendment in EC granted dtd. 17-01-2013	Proposed changes	Remarks
1	Name of the Project	Environmental clearance for proposed Lodha Green City at block C, Wadala Truck Terminus, Mumbai by M/s. Lodha Crown	Environmental clearance for proposed Lodha Green City at block C, Wadala Truck Terminus, Mumbai by M/s. Lodha Crown	

	Bullmart Pvt Ltd	Bullmart Pvt Ltd		
2	Project Proponent	Shri Abhishek Lodha, M/s. Lodha Crown Buildmart Pvt. Ltd. 216, Shah & Nihar Industrial Estate, Dr. P. Munes Road, Worli, Mumbai-400018.	Shri Abhishek Lodha, M/s. Lodha Crown Buildmart Pvt. Ltd. 216, Shah & Nihar Industrial Estate, Dr. P. Munes Road, Worli, Mumbai-400018.	
3	Location of the Project	Block C Wadala Truck Terminus, Mumbai	Block C Wadala Truck Terminus, Mumbai	
4	Type of Project	Residential & Commercial Project	Residential & Commercial project	No change
5	Total Plot Area	92,600 Sq. M	92,600 Sq. M	No change
6	Total permissible built up area	4,95,000 sq.m (FSI), 11,29,344 sq.m (Total Construction BUA)	4,95,000 sq.m (FSI), 11,48,749 sq.m. (Total Construction BUA)	Minor change only i.e. 2% increase in construction BUA
7	Total nos. of Floors	Building Details Residential buildings:- 12 G-55 G-55 G-55 G-55 G-55 4B-G-55 4B-G-55 4B-G-55 4B-G-55 4B-G-55 4B-G-55 Commercial building:- 1, 4B-G-42	Building Details Residential buildings:- 12 G-55 G-55 G-55 G-55 G-55 4B-G-55 4B-G-55 4B-G-55 4B-G-55 4B-G-55 4B-G-55 Commercial building:- 1, 4B-G-42	No change

8	Water requirement	3642 CMD (Residential: 3119 CMD + Commercial: 523 CMD)	3652 CMD (Residential: 3429 CMD + Commercial: 523 CMD)	Minor change
9	Waste water generation	2013 CMD	2161 CMD	Minor change
10	Capacity of STP	For Residential: 2700 CMD For commercial: 500 CMD	For Residential: 3000 CMD For commercial: 500 CMD	Minor change
11	Solid waste Generation	Non Biodegradable waste: 8205 kg/day Biodegradable waste: - 5470 kg/day STP sludge: -20 kg/day If waste & hazardous waste: - 3.42 T/year	Non Biodegradable waste: 9144 kg/day Biodegradable waste: - 6096 kg/day STP sludge: -13 kg/day If waste & hazardous waste: - 3.42 T/year	Minor change
12	Energy	Total DG set capacity: 24.340 kVA	Total DG set capacity: 24.340 kVA	No change
13	No. of Tenement	4620 + Commercial Area - 92922 sqm	5080 + Commercial area - 92922 sqm	Minor change

Terms and conditions stipulated in every number environment clearance letter dated 5th September, 2011 & it's amended on 17th January, 2013 remains the same.

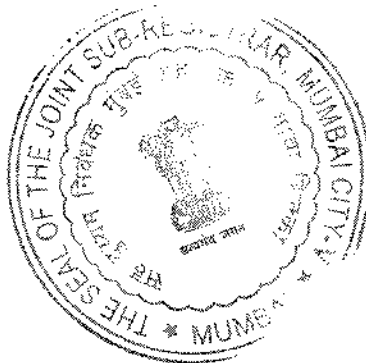
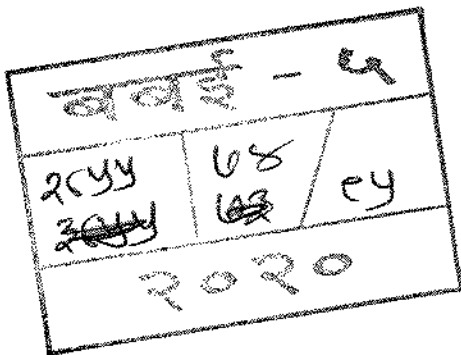
R.A. Rajeev
(R.A. Rajeev)
Principal Secretary,
Environment department &
MS, SEIAA

Copy to:

1. Shri. R. C. Joshi, IAS (Retd), Chairman, SEIAA, Flat No. 26, Belvedere, Bhamburda desai road, Breach candy, Mumbai- 400020.
2. Shri. Ravi Bhushan Budhiraja, Chairman, SEAC-H, 5-South, Divyara Apartment, Cooperage, M.J.Road, Mumbai 400021
3. Additional Secretary, MOEF, "Paryavaran Bhavan" CGO Complex, Lodhi Road, New Delhi- 110010

4. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
5. The CCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Khandriya Paryavaran Bhavan, Link Road No. 3, E-5, Ravi-Shankar Nagar, Bhopal- 462 016), (MP).
6. Regional Office, MPCB, Mumbai.
7. Collector, Mumbai
8. Commissioner, Municipal Corporation Greater Mumbai (MCGM)
9. (A)- Division, Monitoring Cell, MoEF, Paryavaran Bhavan, CGO Complex, Lodhi Road, New Delhi-110003.
10. Serial file (1C-3)

(EC uploaded on 12 June 2014)





सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

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

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

Corporate Identification Number (CIN): U45200MH1995PLC093041

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

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

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

DS Ministry
of Corporate
Affairs 23

V T SAJEEVAN

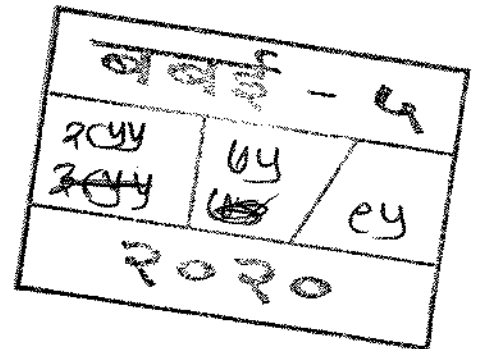
Registrar of Companies

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

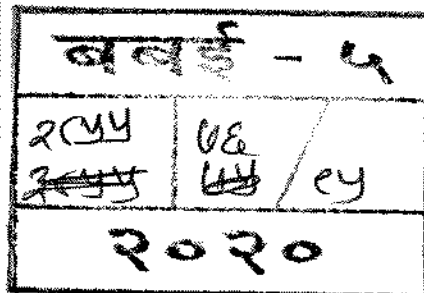
FORM 'C'

[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 Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by 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. Vasant Premchand Prabh
(Secretary, 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

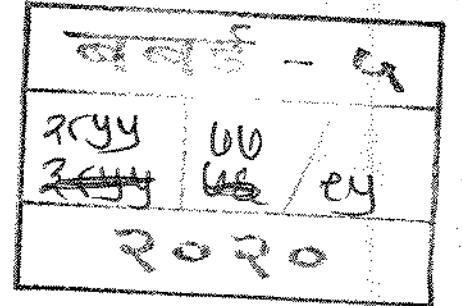
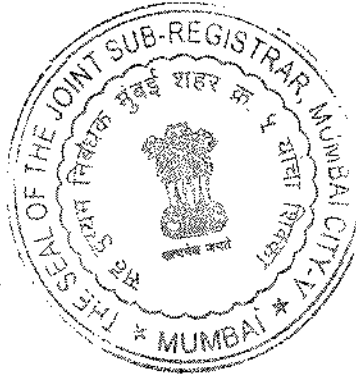
मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / नमिता बक्षी या द्वारे घोषित करतो की, दुय्यम निबंधक मुंबई यांचे कार्यालयात कमलाहा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. अभिषेक लोढा / स्मिता घाग यांनी दिनांक 25/06/2019 रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, दर दस्त नोंदणीस सादर केला आहे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

ठिकाण :

मुंबई

दिनांक :

२०/३/२०२०



सही

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कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

घोषणापत्र

मी, पंढरी केसरकर / रामनाथ रावल / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे या द्वाारे घोषित करतो की, दुय्यम निबंधक मुंबई शहर यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. सुरेन्द्रन नायर / पॅट्रिक मोनिस / नमिता बक्षी यांनी दिनांक 25/06/2019 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर 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. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1906 चे कलम 12 अन्यवे शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण

: मुंबई

दिनांक

: 20/07/2020

लगाव - 4
२०५५ ७८
२०५५ ७९ ८५
२०२०



सही

[Handwritten Signature]

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

पत्राचे मातः क्र. ४६६
 सर्वोच्च न्यायालय अग्रक्रम: २०१९-६०६६-२०१९
 एकात्मिक न्यायालय: न्यायालयीन न्याय
 न्यायालयीन न्याय: न्यायालयीन न्याय

पत्राचे क्र. २४१९ दिनांक: २०/०६/२०१९

पत्राचे क्र. १००.००
 पत्राचे क्र. ३६०.००
 पत्राचे क्र. ४६०.००

DELIVER

आपला मूळ पत्र, सर्वोच्च न्यायालयीन न्याय
 ९:४२ AM मध्ये प्राप्त झाले.

पत्राचे क्र. २४१९ दिनांक: २०/०६/२०१९

पत्राचे क्र. २४१९ दिनांक: २०/०६/२०१९

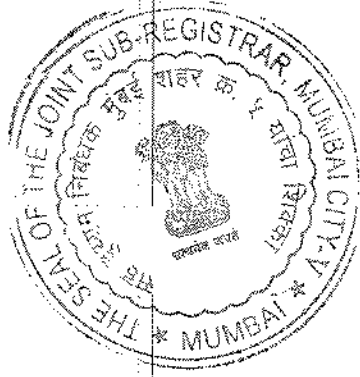
पत्राचे क्र. २४१९ दिनांक: २०/०६/२०१९

पत्राचे क्र. २४१९ दिनांक: २०/०६/२०१९

DELIVERED

CHALLAN
 SFR Form Number - 6

GRN NUMBER	MH001984306201920R	Form ID	Date: 27-05-2019
Department/Cat	REGISTRATION	Receipt Type	REGISTRATION
Office Name	MUMBAI CITY	PAN No. (if Applicable)	PAN-AAACL1490J
Year	From: 27/05/2019 To: 31/03/2019	Macrosch Developers Linked	
Object	Amount in Rs.	Part/Block No.	412 4b
0030045301-75	500.00	Premises Bldg	Chamber
0030063301-70	100.00	Road/Street Area	Chamber
	0.00	Locality	Chamber Circle
	0.00	Town	Fort
	0.00	District	
	0.00	PIN	
	0.00	Remarks	
Total	600.00	Amount in words	Six hundred
Payment Details: DBI Netbanking	Payment ID: 216603870	FOR USE IN RECEIVING BANK	
Cheque/ DD Details	Cheque/ DD No.	Bank CIN No	69103332019052750245
		Date	27-05-2019
		Name of Bank	HDFC BANK
		Name of Branch	



बवई - ५

२०१९

२०२०

Data of Bank Receipt for GRN MH001984306201920R
 Bank - IDBI BANK

Bank/Branch: 218623470
 Post Tax Id: 27/05/2019 11:29:54
 Print Dt/Time: 09/03/2019052750248
 Challan/IdNo: 7191 / MUMBAI
 District: 08R123 / BOM2_JT SUB REGISTRAR MUMBAI CITY 2
 Office Name: 27/05/2019 18:09:14

Simple Receipt
 Print Dt/Time: 27/05/2019 18:09:14
 GRN/DRN: MH001984306201920R
 CRN/CH#: 27/05/2019 18:09:14

St/Duty Schm: 0030045301-75 Stamp Duty(Bank Portal)
 St/Duty Amt: Rs 500.00/- (Rs Five Hundred Rupees Only)

RgnFee Schm: 0030063301-70 / Registration Fee
 RgnFee Amt: Rs 100.00/- (Rs One Hundred Rupees Only)

Article: 48(i)
 Prop Mtdy: 3mmov4866
 Prop Descr: 412 4b Floor/VardhamanChamber Development Road / Vardhaman Circle/Fort/Mumbai / Maharashtra / 405001

Duty Payer: PAN-AAACL1490J Macrosch Developers Limited
 Other Party: PAN-ACMRN7018E Sureshwar Nair

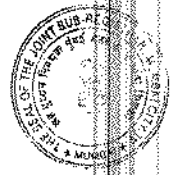
Only for verification (not to be printed and used)

बवई II

२०१९



Sl. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1	09-508-5564	000198434201620	20/05/2019-09-16:00	GRS49	100.00
2	09-508-5566	000198434201620	20/05/2019-09-16:00	GRS49	500.00
Total Defacement Amount					600.00



Document Handling Charges
 Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1906201912999	Receipt Date	20/06/2019
Received from Macrosch Developers Ltd. Mobile number 9833867632, an amount of Rs 360/- towards Document Handling Charges for the Document to be registered on Document No. 8869 dated 20/06/2019 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.			
DEFACED		DEFACED	
₹ 360			
Payment Details			
Bank Name	sblepay	Payment Date	19/06/2019
Bank CIN	100041520190819438587	REF No.	201917068610856
Deface No	1906201912999D	Deface Date	20/06/2019

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



बवई II

२०१९

SPECIAL POWER OF ATTORNEY

वर्ष २०१९
 ए.सी.ए. ५/१८
 २०१९

TO ALL TO WHOM THESE PRESENTS SHALL COME, We {} MACROTECH DEVELOPERS LIMITED (formerly known as Lodha Developers Limited), {} PALAVA DWELLERS PRIVATE LIMITED, both company incorporated and registered under the provisions of the Companies Act, 1956 and having their registered address at 412, Floor-4, 17G Vardhaman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai-400 001, (hereinafter collectively referred to as "the said Companies", which expression shall unless it be repugnant to the context or meaning thereof mean and include their successors and assigns) DO HEREBY SEND GREETING.

WHEREAS:

- The said Companies are engaged in business of real estate and property development and constructing various buildings comprised of residential and commercial premises/ structures and selling such residential and commercial premises/ structures in Mumbai, Thane and elsewhere in India.
- The Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Leave and License Agreements, Lease Deeds and such other documents with the prospective purchasers for the sale/transfer/license of such residential and commercial premises/ structures are required to be signed, executed, admitted, lodged and registered before the concerned Sub-Registrar of Assurances from time to time. In order to facilitate the same, the said Companies are desirous to appoint (1) Mr. Surendran Nair and (2) Mr. Patrick Monis (3) Ms. Namita Bakshi (hereinafter collectively referred to as 'Attorneys' and individually as 'Attorney') jointly and/ or severally to represent the said Companies as is hereinafter stated and which the said Attorneys have agreed to do.
- Pursuant thereto, the said Companies hereby appoint (1) Mr. Surendran Nair (Sr. 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 lawful attorney/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 hereinafter.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that we {} MACROTECH DEVELOPERS LIMITED - MR. ABHISHEK LODHA, {} PALAVA DWELLERS PRIVATE LIMITED - MS. SMITA GHAG, both adult, Indian Inhabitants, and one of the directors of the said Companies, having their office address at 412, Floor-4, 17G Vardhaman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai-400 001 do hereby nominate, constitute and appoint (1) Mr. Surendran Nair (Sr. Vice President) company executive, Indian Inhabitant, having his office address at 412,

Confirmation, relating to the sale/transfer/license of the residential and commercial premises and other ancillary and incidental documents, papers, forms and deeds in connection therewith.

- To appear and admit execution before the concerned Sub-Registrar of Assurances of the Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Leave and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer of the residential and commercial premises and other ancillary and incidental documents, papers, forms and deeds in connection therewith.
- To comply with all the requisitions and complete all the formalities in relation to such Agreements to Sell/Agreements to Assign/E-registration Agreements to Sell/Leave and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer/license of the residential and commercial premises and other ancillary and incidental documents, papers, forms and deeds in connection therewith under the Registration Act, 1956.
- For the better doing, performing and executing all the matters and things aforesaid we hereby further grant unto the Attorneys full power and absolute authority to substitute and appoint in their place one or more substitutes on such terms as they shall deem fit and proper and to exercise all or any of the powers and authorities and to do all acts, things, matters and things under this Special Power of Attorney 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/ E-registration Agreements to Sell/Leave and License Agreements/Lease Deeds/Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer/license of the residential and commercial units and other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell/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 and cost of the said Attorney/s.

PROVIDED that notwithstanding anything herein before contained, the said Attorneys shall always act within and not outside the instructions or directions received by them from the management or Board of Directors of the said Companies and the said Companies hereby agree to ratify and confirm all acts and things lawfully done by the said Attorneys pursuant to the powers hereinbefore contained.

Floor-4, 17G Vardhaman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai-400 001 and (2) Mr. Patrick Monis (Associate General Manager) company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Vardhaman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai-400 001 and (3) Ms. Namita Bakshi (Dy. Vice President) company executive, Indian Inhabitant, having his office address at 412, Floor-4, 17G Vardhaman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai-400 001 (hereinafter collectively referred to as 'Attorneys' and individually as 'Attorney') jointly and/ or severally, as their true and lawful 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 Letters 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 said Companies and to execute other ancillary and incidental documents, papers, forms and deeds in connection with such Agreements to Sell and/or Agreements to Assign and/or E-registration Agreements to Sell and/or Leave and License Agreements and/or Lease Deeds, subject to the prior approval of the management of the said Companies, to execute all forms, affidavits and other ancillary papers and documents as may be required, to enable the prospective purchasers of the residential and, or commercial units to secure loans and financial assistance from the banks and financial institutions for the purpose of payment of the consideration payable by such prospective purchasers to the said Companies, without making any monetary or other commitments or any other liabilities by their signature whatsoever on behalf of or against the said Companies to or by the banks and financial institutions.
- To execute 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 Leave and License Agreements and/or Lease Deeds for sale/transfer/license of the residential and, or commercial units in the various buildings constructed by the said Companies.

To present and lodge for registration with the concerned Sub-Registrar of Assurances the Agreements to Sell, Agreements to Assign, E-registration Agreements to Sell, Leave and License Agreements, Lease Deeds, Deeds of Rectification or Cancellation or Confirmation relating to the sale/transfer of the residential and commercial units in the various buildings constructed by the said Companies.

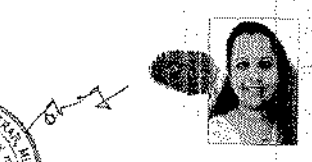
This Power of Attorney shall remain valid and in force till the same is revoked or cancelled by all or any one of the said Companies and/or so far as the Attorneys are in employment of any of the said companies and This Power of attorney will be used for company registrations only.

IN WITNESS WHEREOF the said Companies have hereunto set and subscribed their respective seals to this Power of Attorney on this 26TH day of June 2019.

SIGNED AND DELIVERED
 By the within named
 MACROTECH DEVELOPERS LIMITED
 (Formerly known as Lodha Developers Limited)
 Through its Director
 MR. ABHISHEK LODHA
 in the presence of
 1) _____
 2) _____



SIGNED AND DELIVERED
 By the within named
 PALAVA DWELLERS PRIVATE LIMITED
 Through its Director
 MS. SMITA GHAG
 in the presence of
 1) _____
 2) _____



Attested signature and Photograph of the Constituted Attorney holder

Sr.no.	Name	Signature	Photograph
1.	Mr. Surendran Nair		
2.	Mr. Patrick Monis		
3.	Ms. Namita Bakshi		

वर्ष २०१९
 ए.सी.ए. ५/१८
 २०१९

Handwritten notes and signatures at the bottom left of the page.

MACROTECH DEVELOPERS LIMITED
 Lodha Excelus, N.M. Joshi Marg, Mahalaxmi, Mumbai-400 011, India

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF MACROTECH DEVELOPERS LIMITED AT ITS MEETING HELD ON JUNE 14, 2019 AT 19TH FLOOR, LODHA EXCELUS, APOLLO MILLS COMPOUND, N. JOSHI MARG, MAHALAXMI, MUMBAI 400 011.

AUTHORITY FOR SIGNING POWER OF ATTORNEY

"RESOLVED THAT in supersession to the earlier resolution passed on May 15, 2017 by the Executive Committee of the Board, consent of the signatories be and is hereby accorded to execute Special Power of Attorney in favour of Mr. Surendra Mani, Ms. Namita Bakshi and Mr. Patrick Monis (hereinafter referred as 'Authorised Signatories') to authorise them severally to do all or any of the acts, deeds, matters and things as more particularly described in the Special Power of Attorney.

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

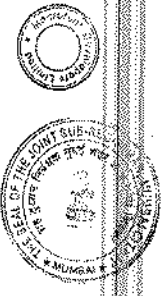
RESOLVED FURTHER THAT the Authorised Signatories be and are hereby also severally empowered to authorise any of the executives of the Company or the group companies or any other person as he may deem fit.

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

RESOLVED FURTHER THAT any one Director of the Company along with any one of the Designated Authorised Representative of the Company or Company Secretary of the Company, be and are hereby authorised to issue a 'true copy' of the resolution to the concerned authorities/institutes as may be necessary and they be requested to do so.

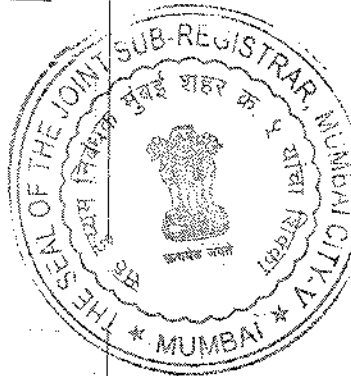
Certified True Copy
 For Macrotech Developers Limited

Sanjyot Rangnekar
 Sanjyot Rangnekar
 Company Secretary
 Membership No.: F4154
 June 14, 2019



बबई - ४
 ए.सी. ८/१८
 २०१९

(Formerly known as Lodha Developers Limited)
 Regd. Off: 112, Floor-4, 17G Vardhman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai-400011
 Tel: +91 22 61334400 Fax: +91 22 6040458
 CIN: U43200MH1995PLC097041 Website: www.lodhagroup.com



बबई - ५
 २८/५
 २९/०५
 २०२०

PALAVA DWELLERS PRIVATE LIMITED
 (Formerly known as Palava Trading Private Limited)
 Lodha Excelus, N.M. Joshi Marg, Mahalaxmi, Mumbai-400 011, India

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

AUTHORITY TO SIGN POWER OF ATTORNEY

"RESOLVED THAT consent of the Board be and is hereby accorded to execute Special Power of Attorney in favour of Mr. Surendra Mani, Ms. Namita Bakshi and Mr. Patrick Monis (hereinafter referred as 'Authorised Signatories') to authorise them severally to do all or any of the acts, deeds, matters and things as more particularly described in the Special Power of Attorney.

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

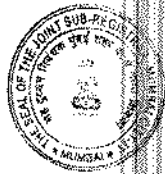
RESOLVED FURTHER THAT the authorised signatories be and are hereby also severally empowered to authorise any of the executives of the Company or the group companies or any other person as he may deem fit.

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

RESOLVED FURTHER THAT any one Director of the Company along with any one Designated Authorised Representative of the Company be and are hereby authorised to issue a 'true copy' of this resolution to the concerned authorities/institutes as may be required from time to time.

Certified True Copy
 For Palava Dwellers Private Limited

Smita Ghag
 Smita Ghag
 Director
 DIN: 02447352
 14th June, 2019



बबई - ४
 ए.सी. ८/१८
 २०१९

Regd. Off: 412, 17G Vardhman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai-400011
 Tel: +91 22 61334400 Fax: +91 22 33624289
 CIN: U70106MH1997PLC092571

GOVERNMENT OF INDIA
 MINISTRY OF CORPORATE AFFAIRS
 Office of the Registrar of Companies
 E-602, 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): U43200MH1995PLC093041

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 in Mumbai this Twenty fourth day of May two thousand nineteen



बबई - ४
 ए.सी. ८/१८
 २०१९

Y. T. SAJEEVAN
 Registrar of Companies
 RUC - Mumbai

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

#12, Floor-4, 17G Vardhman Chambers, Cowaji Patel Road, Horniman Circle, Fort, Mumbai, Maharashtra, India, 400001

Original/Duplicate
 Tuesday, June 25, 2019
 1:52 PM

GRN MH001925237201920R
 Page: 1/04
 Regn: 1994

GRN No. 411
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 412
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 413
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 414
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 415
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 416
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 417
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

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 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

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 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

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 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

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 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 422
 Date of Issue: 25/06/2019
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 Amount: ₹ 4,300.00

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 Amount: ₹ 4,300.00

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 Amount: ₹ 4,300.00

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 Amount: ₹ 4,300.00

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 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 448
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

GRN No. 449
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 Amount: ₹ 4,300.00

GRN No. 450
 Date of Issue: 25/06/2019
 Amount: ₹ 4,300.00

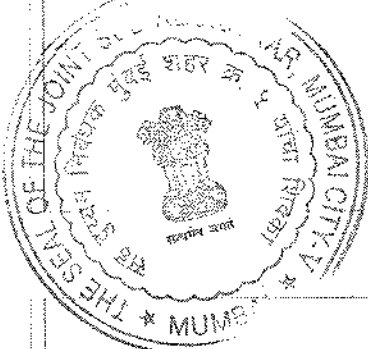
CHALLAN
 MTR Form Number - 4

GRN NUMBER	MH001925237201920R	Form ID	25-06-2019
Department	BGR	Page Details	
Receipt Type	RE	Dept. ID (If Any)	
Office Name	BGR113- BOM2 JT SUB REGISTRA MUMBAI CITY	PAN No. (If Applicable)	BAN-4.AACT.14943
Year	2019	Full Name	Macrotech Developers Limited
Object		Plan/Block No./Floor/Blg	412 4th Floor 17G
		Road/Street	Vardhanna Chamber Cawasji
		Area Locality	Horamane Circle
		Town/ City	Mumbai
		District	Mumbai
		Pin	400014
		Remarks (If Any)	
Total	4300.00	Amount in words	Four thousand three hundred only
Payment Details (If Any)	Non Banking	FOR USE IN RECEIVING BANK	
Payment ID	218600378	Bank CTR No.	6910332019052750129
Cheque/ DD Details		Date	25-06-2019
Cheque/ DD No.		Bank-Branch	
Name of Bank	IDBI BANK	Serial No.	
Name of Branch			



बळई ४४
 25/06/19
 २०१९

बळई ४४
 २५/०६/१९
 २०१९



Data of Bank Receipt for GRN MH001925237201920R
 Bank - IDBI BANK

Bank/Branch : 216903678
 Pmt Txn Id : 27062019112801
 Pmt DfTime : 27062019112801
 Chk/InstNo : 9810052019052750129
 District : 7401 / MUMBAI
 Office Name : BGR113 / BOM2 JT SUB REGISTRA MUMBAI CITY 2

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Postal)
 StDuty Amt : Rs 500.00/- (Rs Five Hundred Rupees Only)

RgnFee Schm : 0030063301-70 / Registration fee
 RgnFee Amt : Rs 100.00/- (Rs One Hundred Rupees Only)

Article : 48(b)
 Prop Mobity : Immovable
 Prop Descr : 412 4th Floor/17G Vardhanna Chamber Cawasji Patel Road , Horamane Circle/Mumbai
 Maharashtra : 400014

Duty Payer : PAN-AAACL14943/ Macrotech Developers Limited
 Other Party : PAN-ACMPR7019E/ Sunandri Nat

Only for verification not to be printed and used



बळई ४४
 25/06/19
 २०१९

Sr. No.	Remarks	Defacement No.	Defacement Date	Gravids	Defacement Amount
1	05-508-7377	0001884208201920	25/06/2019-12:28:48	ICR542	500.00
2	05-108-7377	0001884208201920	25/06/2019-12:38:48	ICR544	900.00
Total Defacement Amount:					400.00

बळई ४४
 २५-०६-१९



Receipt of Document Handling Charges

PRN 2506201900590 Receipt Date 25/06/2019

Received from Macrotech Developers Ltd., Mobile number 8080615050, an amount of Rs.300/- towards Document Handling Charges for the Document to be registered on Document No. 7077 dated 25/06/2019 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.

DEFACED
 ₹ 300
 DEFACED

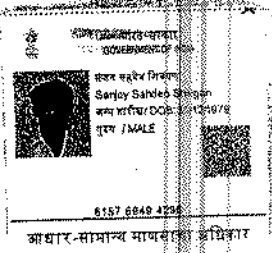
Payment Details

Bank Name	ablepay	Payment Date	25/06/2019
Bank CIN	100041520190825476719	REF No.	201917682277480
Deface No	2506201900590D	Deface Date	25/06/2019

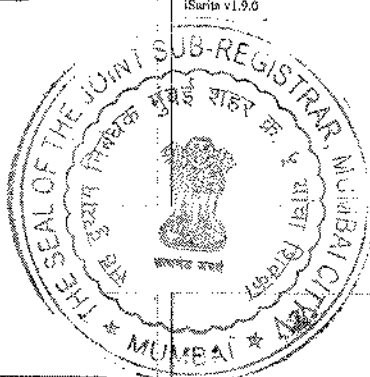
This is computer generated receipt, hence no signature is required.

बळई ४४
 25/06/19
 २०१९





खवई ४
NOU 92 / 94
२०१९



खवई - ५
२०१९
२०२०

Summary (Goshwadihag-1)
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25/06/2019 12:25 PM

पत्र नं. १२/१९

पत्र नं. १२/१९
दस्तावेज नं. 7077/2019

दस्तावेज नं. 7077/2019

कार्य शुल्क: ₹. 00/-

घोषणा: ₹. 00/-

परचिने शुल्क: ₹. 500/-

डु. वि. मू. डु. वि. उर्वरि ४ वाने कायिचवात
न. नं. 7077 का वि. 25-06-2019
वेळी 12:25 म. व. द. द. द. द.

पत्र नं. 7641

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दस्तावेज नं. 7077/2019

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प्रतिज्ञापत्र
पत्र नं. 7077/2019

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Summary (2) दस्तावेज नं. 1

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पत्र नं. १२/१९

पत्र नं. १२/१९
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पत्र नं. 7077/2019

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पत्र नं. 7077/2019



खवई ४
NOU 92 / 94
२०१९



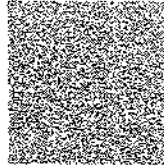
आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAXPU5923D



नाम / Name

VAIBHAV SHANTARAM UTTEKAR

पिता का नाम / Father's Name

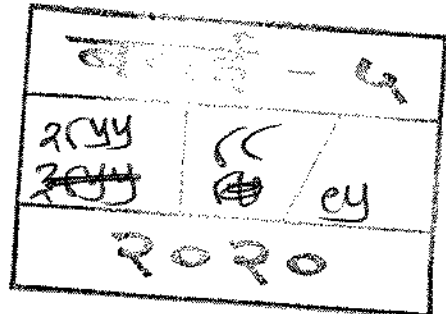
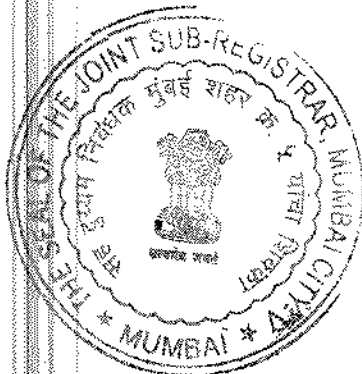
SHANTARAM BABU UTTEKAR

जन्म की तारीख /

Date of Birth
06/04/1988

हस्ताक्षर / Signature

19102018



भारत सरकार
GOVERNMENT OF INDIA

वैभव शांताराम उत्तेकर
Valbhav Shantaram Uttakar

जन्म वर्ष / Year of Birth : 1988
पुरुष / Male

5202 4929 1552



अधिकार - सामान्य माणसाचा अधिकार



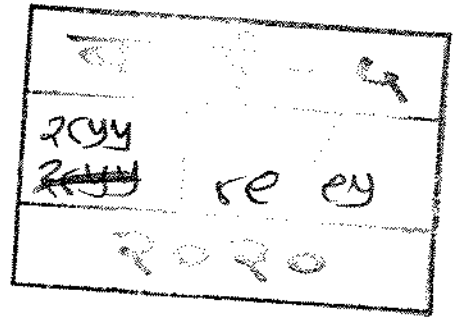
भारतीय विशिष्ट ओळख प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

वैभव शांताराम उत्तेकर
5/0 मजला शांती निकेतन सोसायटी,
ज्याकोब सर्कल जवळ
सातारस्ता, मुंबई
महाराष्ट्र, 400011

Address :
5/0 Shantaram Uttakar
407/4th floor shanti niketan chs., 289/1
near jacob circle
saat rasta, Mumbai
Maharashtra, 400011



Aadhaar - Samanya Maansacha Adhikaar



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INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ABJPW9553E

नाम / Name
VAIBHAVI VAIBHAV UTTEKAR

पिता का नाम / Father's Name
RAGHUNATH LAXMAN WADKAR

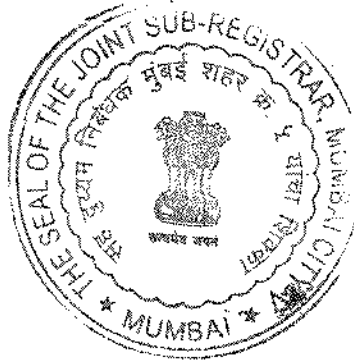
जन्म की तारीख / Date of Birth
04/02/1991

Vuttekar
हस्ताक्षर / Signature



01062017

Vuttekar



जवाब - ५	
२०१५	१०० ०५
२०१५	
२०२०	



भारत सरकार
Government of India



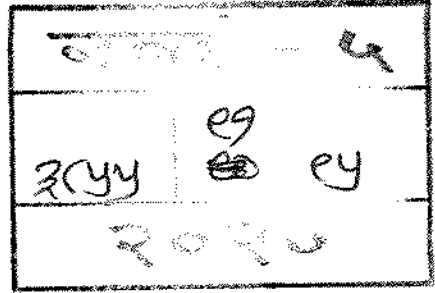
वैभव वैभव उत्तेकर
Vaibhavi Vaibhav Uttekar
जन्म तारीख / DOB : 04/02/1991
स्त्री / Female



4914 0481 7962

माझे आधार, माझी ओळख

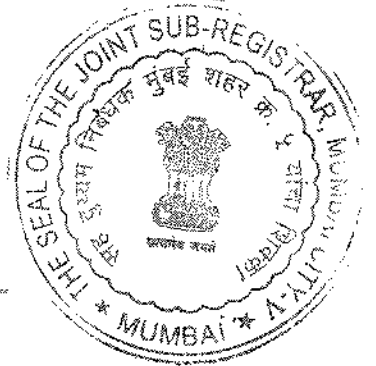
Vaibhavi



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

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



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Vaibhavi



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



2202 3895 7053

आधार - आम आदमी का अधिकार

Prashant Utekar



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O शांताराम उतेकर, ४/४०७, शांती
निकेतन, को-ऑपरेटिव्ह हौसिंग
सोसायटी, साने गुरुजी मार्ग, सातरस्ता,
भायखळा(प), मुंबई, मुंबई, महाराष्ट्र,
400011

Address:
S/o Shantaram Utekar, 4/407,
Shanti Niketan, Co-operative
Housing Society, Sane Guruji Marg,
Saatrasta, Byculia West, Mumbai,
Mumbai, Maharashtra, 400011

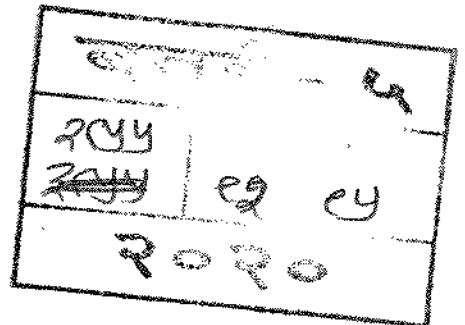
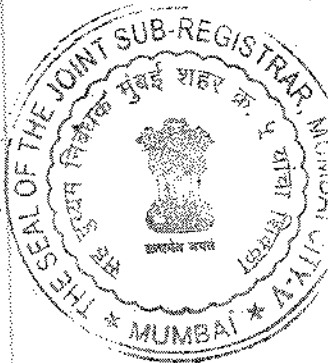


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शान्तराम बाबू उतेकर
Shantaram Babu Utekar
जन्म वर्ष / Year of Birth : 1952
पुरुष / Male



4887 7946 4310

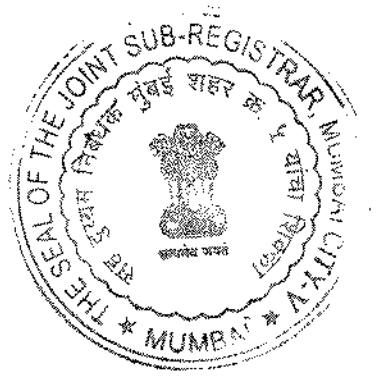
आधार - सामान्य नाणसाचा अधिकार

Handwritten signature



भारतीय विशिष्ट ओळख प्राधिकरण
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पत्ता S/O बाबू उतेकर, 47/50-3, शांती
निकेतन, को-ऑपरेटिव्ह होमिंग सोसायटी,
मार्ग, बुरुडी मार्ग, सातरस्ता, भायबळका(प),
मुंबई, महाराष्ट्र, 400011
Address: S/O Babu Utekar, 47/50-3,
Shanti Niketan, Co-Operative
Housing Society, Sane Gurus
marg, Saatrasta, Byculia West,
Mumbai, Maharashtra, 400011



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P.O. Box No. 1947,
Bengaluru-560 081

शान्तराम बाबू उतेकर
२०५५
२०५५
२०५०

509/2855
शुक्रवार, 20 मार्च 2020 5:07 म.नं.

दस्त गोश्वारा भाग-1

बबई 5

दस्त क्रमांक: 2855/2020

दस्त क्रमांक: बबई 5 /2855/2020

बाजार मूल्य: रु. 1,10,78,210/- मोबदला: रु. 1,46,18,888/-

भरलेले मुद्रांक शुल्क: रु. 8,77,500/-

दु. नि. सह. दु. नि. बबई 5 याचे कार्यालयात
अ. क्रं. 2855 वर दि. 20-03-2020
रोजी 5:06 म.नं. वा. हजर केला.

पावती: 3057

पावती दिनांक: 20/03/2020

सादरकरणाचा नाव: वैभव शांताराम उत्तेकर - -

नोंदणी फी

रु.
30000.00

दस्त हाताळणी फी

रु.
1900.00

पृष्ठांची संख्या: 95

दस्त हजर करणाऱ्याची सही

एकुण: 31900.00

सह दुय्यम निबंधक, मुंबई-5

सह दुय्यम निबंधक, मुंबई-5

दस्ताचा प्रकार: करारनामा

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

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

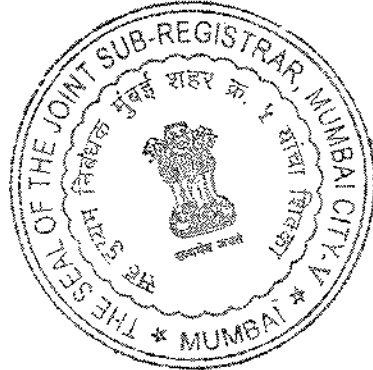
शिक्का क्रं. 2 20 / 03 / 2020 05 : 07 : 31 PM ची वेळ: (फी)

प्रतिज्ञापत्र

* सदर दस्तऐवज हा नोंदणी कायदा 1906 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजसूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता जमादार आहे. * दस्ताची निष्ठा, वैधता कायदेशीर बांधणीसाठी दस्त निष्पादक व कबुलीदारक हे संपूर्णपणे जमादार राहतील.

लिहून देणारे:

लिहून घेणारे:





दस्त गोषवारा भाग-2

बबई5

दस्त क्रमांक: 2855/2020

20/03/2020 5 10:24 PM

दस्त क्रमांक : बबई5/2855/2020

दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: वैभव शांताराम उतेकर - पत्ता: प्लॉट नं: -, साखरा नं: -, इमारतीचे नाव: 407/4था मजला , शांती निकेतन कोहोली लि. साने गुरुजी मार्ग , जेकब सर्कल जवळ , मुंबई इंडिया , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर: AAXPU5923D	लिहून देणार वय :- 31 स्वाक्षरी:-		
2	नाव: वैभवी वैभव उतेकर - पत्ता: प्लॉट नं: -, साखरा नं: -, इमारतीचे नाव: 407/4था मजला , शांती निकेतन कोहोली लि. साने गुरुजी मार्ग , जेकब सर्कल जवळ , मुंबई इंडिया , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर: ABJPW9553E	लिहून देणार वय :- 29 स्वाक्षरी:-		
3	नाव: मॅक्रोटेक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वडेकर पत्ता: प्लॉट नं: -, साखरा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉनिमन सर्कल फोर्ट मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर: AAACL1490J	लिहून देणार वय :- 40 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 20 / 03 / 2020 05 : 09 : 08 PM

ओळख:-

दस्तऐवज निष्पादनाचा कबलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे,

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
1	लिहून देणार वैभव शांताराम उतेकर - -	20/03/2020 05:10:09 PM	वैभव शांताराम उतेकर M XXXX XXXX 1552
2	लिहून देणार वैभवी वैभव उतेकर - -	20/03/2020 05:09:44 PM	वैभवी वैभव उतेकर F XXXX XXXX 7962
3	लिहून देणार मॅक्रोटेक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वडेकर	20/03/2020 05:09:27 PM	राहुल मनोहर वडेकर M XXXX XXXX 7379

शिक्का क्र. 4 ची वेळ: 20 / 03 / 2020 05 : 10 : 10 PM

शिक्का क्र. 5 ची वेळ: 20 / 03 / 2020 05 : 10 : 15 PM नोंदणी पुस्तक 1 मध्ये

सह. दुय्यम निबंधक, मुंबई 5

मुंबई शहर क्र. ५

Payment Details क्र. ५

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	VAIBHAV SHANTARAM UTTEKAR	eChallan	00040572020032062326	MH013689351201920E	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

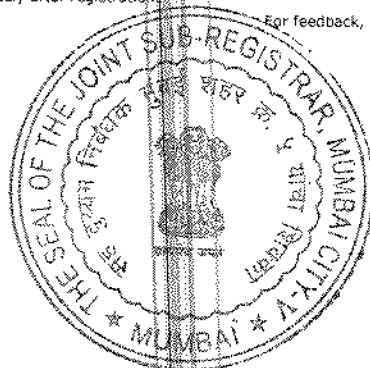
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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दस्तामध्ये एकूण.....पाने आहेत.
पुस्तक क्र. १ मध्ये अ.क्र. बबई-५/२५५५/२०२०
नोंदला.
दिनांक 20/03/2020

सह. दुय्यम निबंधक, मुंबई शहर क्र. ५