

508/4289

Friday, March 01, 2024

1:12 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 4647 दिनांक: 01/03/2024

गावाचे नाव: सॉल्टपॅन

दस्तऐवजाचा अनुक्रमांक: बबई4-4289-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: नितीश त्रिपाठी - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

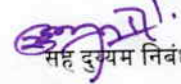
रु. 1500.00

पृष्ठांची संख्या: 75

एकूण:

रु. 31500.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे
1:31 PM ह्या वेळेस मिळेल.


सह दुय्यम निबंधक, मुंबई-४

वाजार मूल्य: रु. 15995231.01 /-

मोबदला रु. 23127000/-

भरलेले मुद्रांक शुल्क : रु. 1388000/-

सह. दुय्यम निबंधक वर्ग - ३
मुंबई शहर क्र. ४

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0324011806522 दिनांक: 01/03/2024

वैकेचे नाव व पत्ता:

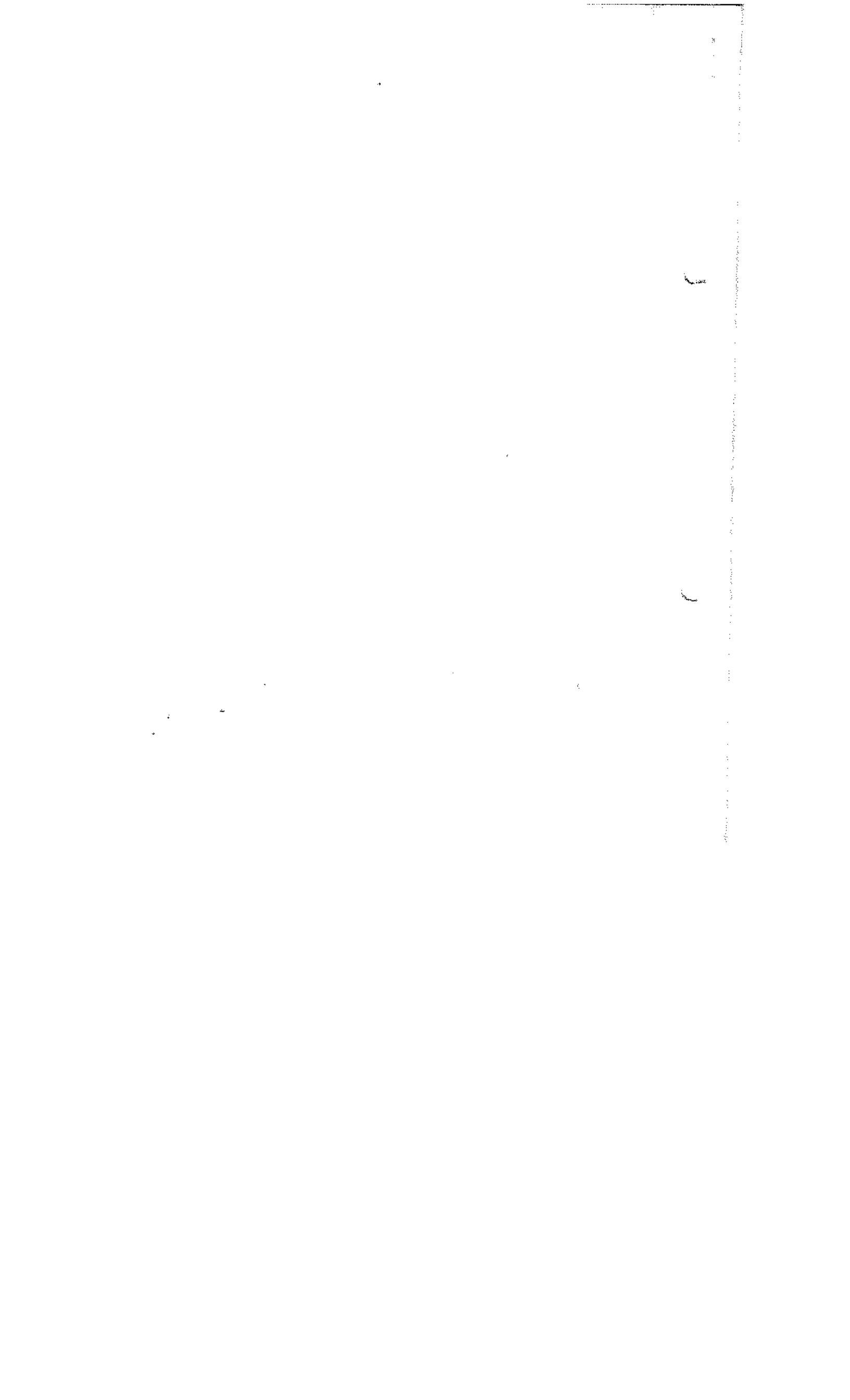
2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016455735202324E दिनांक: 01/03/2024

वैकेचे नाव व पत्ता:



DELIVERED



508/4289

इतर पावती

Original/Duplicate

Tuesday, 05 March 2024 8:11 AM

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 4838 दिनांक: 05/03/2024

गावाचे नाव: -सॉल्टपेन
 दस्तऐवजाचा अनुक्रमांक: बबई4-4289-2024
 दस्तऐवजाचा प्रकार : करारनामा
 सादर करणाऱ्याचे नाव: नितीश त्रिपाठी - -
 वर्णन

दस्त हाताळणी फी
 पृष्ठांची संख्या: 10

रु. 200.00

एकूण:

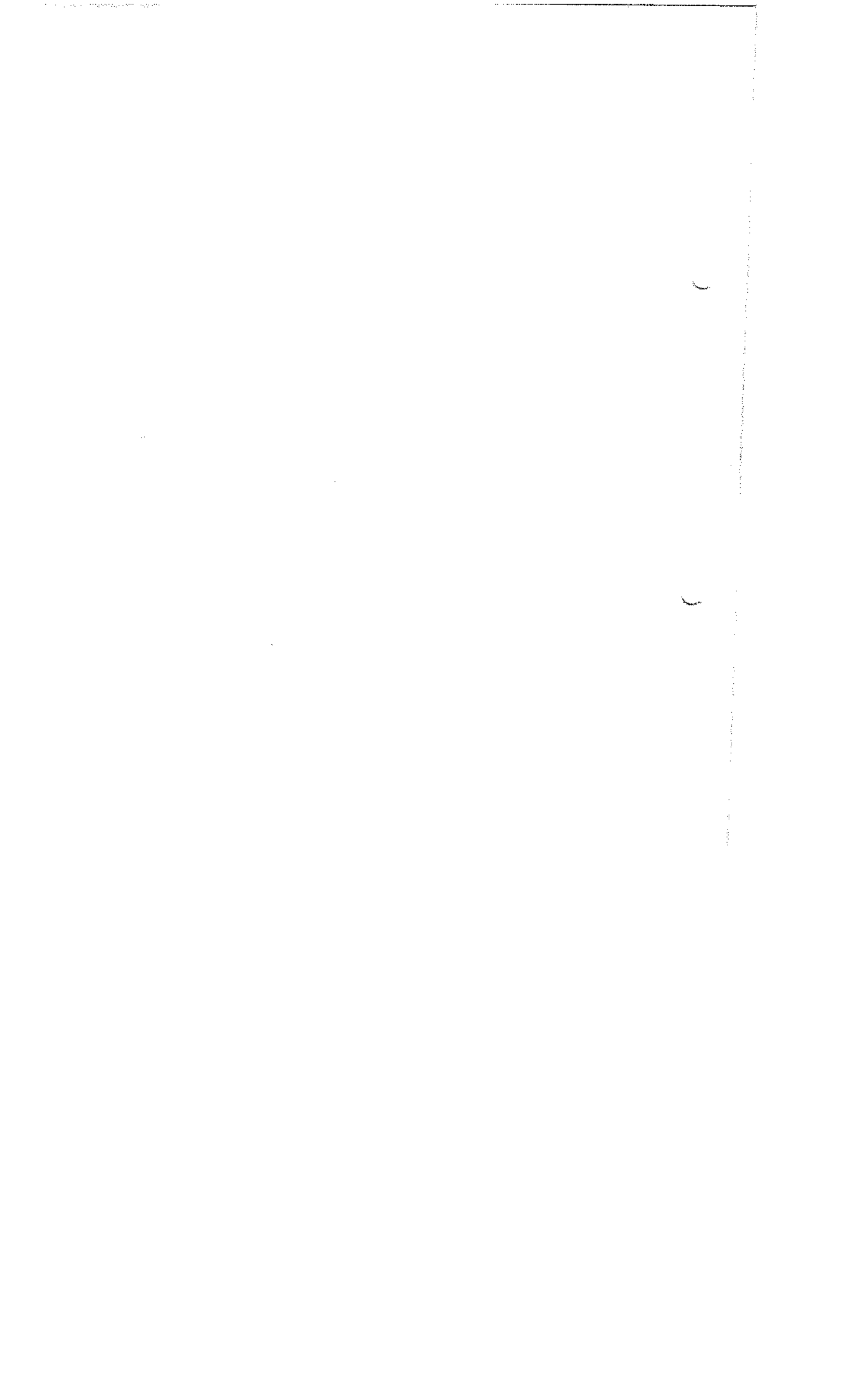
रु. 200.00

सह. दुय्यम निबंधक, मुंबई-4

1); देयकाचा प्रकार: DHC रक्कम: रु.200/-
 डीडी/घनादेश/पे ऑर्डर क्रमांक: 0324041811836 दिनांक: 05/03/2024
 वकिलचे नाव व पत्ता:

सह. दुय्यम निबंधक वर्ग - २
मुंबई शहर क्र. ४

3/5/2024





05/03/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 4289/2024

नोंदणी :

Regn:63m

गावाचे नाव : सॉल्टपॅन

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	23127000
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	15995231.01
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनचा इतर वर्णन : सदनिका नं: युनिट नं. 1105, माळा नं: 11वा मजला, इमारतीचे नाव: एनसीपी सुप्रिमस विंग सुप्रिमस, ब्लॉक नं: न्यू कफ परेड आयसॅक्स डोम समोर वडाळा मुंबई, रोड : ईस्टर्न फ्रिवे, इतर माहिती: सोबत एक कार पार्किंग ((C.T.S. Number : 8pt व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 50.35 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- मॅक्रोटोक डेव्हलपर्स लि. तर्फे कु. सु. सुरेन्द्रन नायर तर्फे कु. सु. पंढरी केसरकर -- वय:- 50; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल फोर्ट मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, मुंबई. पिन कोड:- 400001 पॅन नं:- AAACL1490J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- नितीश त्रिपाठी -- वय:- 40; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: सी-209, नॉर्थर्न एक्सप्रेस इन्फ्रा डेव्हलपर प्रायव्हेट लिमिटेड अँटॉप हिल बेअरहाऊमिंग कॉम्प्लेक्स, दोसती एकर जवळ वडाळा पूर्व मुंबई, ब्लॉक नं:-, रोड नं:-, मुंबई. पिन कोड:- 400037 पत्ता: AHJP 06/90N
(9) दस्तऐवज करून दिल्याचा दिनांक	29/02/2024
(10) दस्त नोंदणी केल्याचा दिनांक	05/03/2024
(11) अनुक्रमांक, खंड व पृष्ठ	4289/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1388000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह. दुय्यम निबंधक वर्ग-२,
मुंबई शहर क्र.-४

Payment Details

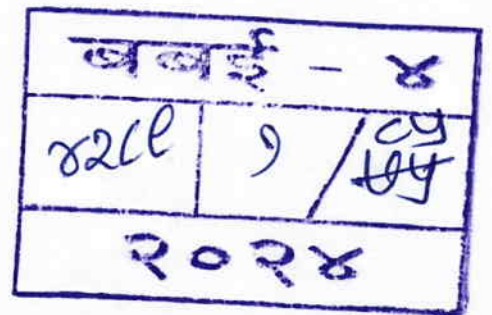
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Nitish Tripathi	eChallan	02003942024022901828	MH016455735202324E	1388000.00	SD	0008737660202324	01/03/2024
2		DHC		0324011806522	1500	RF	0324011806522D	01/03/2024
3	Nitish Tripathi	eChallan		MH016455735202324E	30000	RF	0008737660202324	01/03/2024

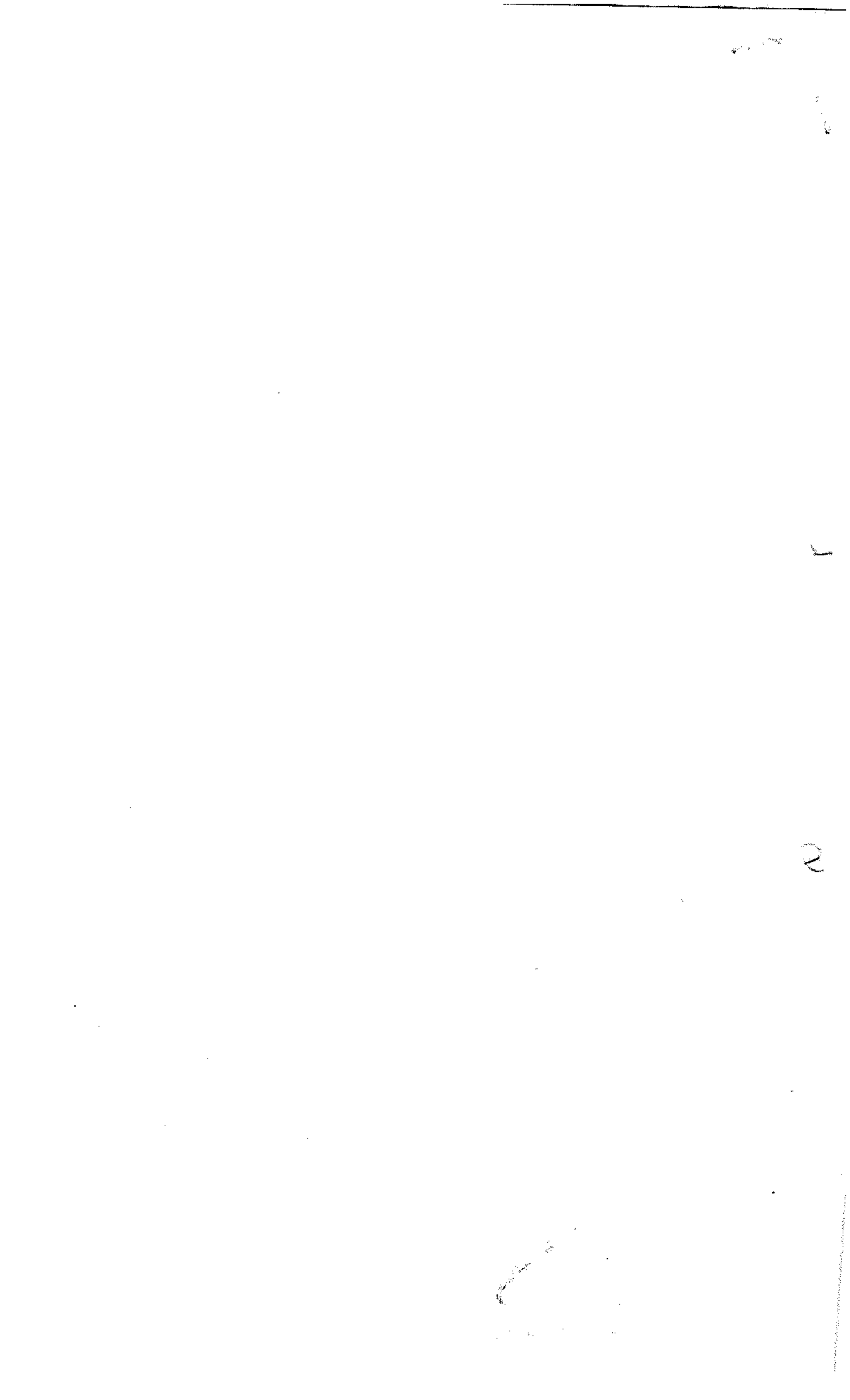
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)		01 March 2024,08:15:41 AM	
Valuation ID	2024030195		
मूल्यांकनाचे वर्ष	2023		
जिल्हा	मुंबई(मेन)		
मूल्य विभाग	15-सॉल्ट पॅन डिव्हिजन		
उप मूल्य विभाग	-मुल्यदर विभाग क्र. 15/105 मधील खालील मिळकत		
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#8		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.			
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने
88690	205810	236690	282900
			औद्योगिक
			मोजमापनाचे एकक
			चौरस मीटर
बांधीव क्षेत्राची माहिती			
बांधकाम क्षेत्र(Built Up)-	55.385चौरस मीटर	मिळकतीचा वापर-	कार्यालये/व्यावसायिक
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे
उद्दवाहन सुविधा-	आहे	मजला -	11th floor To 20th floor
प्रकल्पाचे क्षेत्र-	Above 2 hector	रस्ता सन्मुख -	
संमिश्र वापराच्या इमारतीमधील कार्यालये/व्यावसायिक - No			
Sale Type - First Sale			
Sale/Resale of built up Property constructed after circular dt.02/01/2018			
(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर	= ((मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %).		
प्रकल्पाचे क्षेत्रानुसार	कार्यालये/व्यावसायिक करीता प्रति चौ. मीटर दर = Rs.248524.5/-		
मजला निहाय घट/वाढ	= 110% apply to rate= Rs.273376/-		
रस्ता सन्मुखानुसार मूल्यदर	= 110% apply to rate = Rs.273376/-		
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) = (((273376-88690) * (100 / 100))+88690) = Rs.273376/-		
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 273376 * 55.385 = Rs.15140929.76/-		
E) बंदिस्त वाहन तळाचे क्षेत्र	13.75चौरस मीटर		
बंदिस्त वाहन तळाचे मूल्य	= 13.75 * (248524.5 * 25/100) = Rs.854301.25/-		
Applicable Rules	= .5 अ,10,9 ब,4,16		
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 15140929.76 + 0 + 0 + 0 + 854301.25 + 0 + 0 + 0 + 0 + 0 =Rs.15995231.01/-		

Home

Print







CHALLAN
MTR Form Number-6



GRN	MH016455735202324E	BARCODE			Date	29/02/2024-11:57:03	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	BOM4_JT SUB REGISTRAR MUMBAI 4			PAN No.(If Applicable)	AHJPT6190N			
Location	MUMBAI			Full Name	Nitish Tripathi			
Year	2023-2024 One Time			Flat/Block No.	Unit 1105 NCP Supremus New Cuffe Parade			
Account Head Details		Amount In Rs.		Premises/Building	Opp Imax Dome Eastern Freeway			
0030045501 Stamp Duty		1388000.00		Road/Street				
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=23127000			
				Amount In	Fourteen Lakh Eighteen Thousand Rupees Only			
Total		14,18,000.00		Words				
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF BARODA				Bank CIN	Ref. No.	02003942024022901828	1374797386	
Cheque-DD Details				Bank Date	RBI Date	29/02/2024-11:57:03	Not Verified with RBI	
Cheque/DD No.				Bank-Branch		BANK OF BARODA		
Name of Bank				Scroll No. , Date		1 , 01/03/2024		
Name of Branch								

DEFACED
₹ 1418000.00
DEFACED

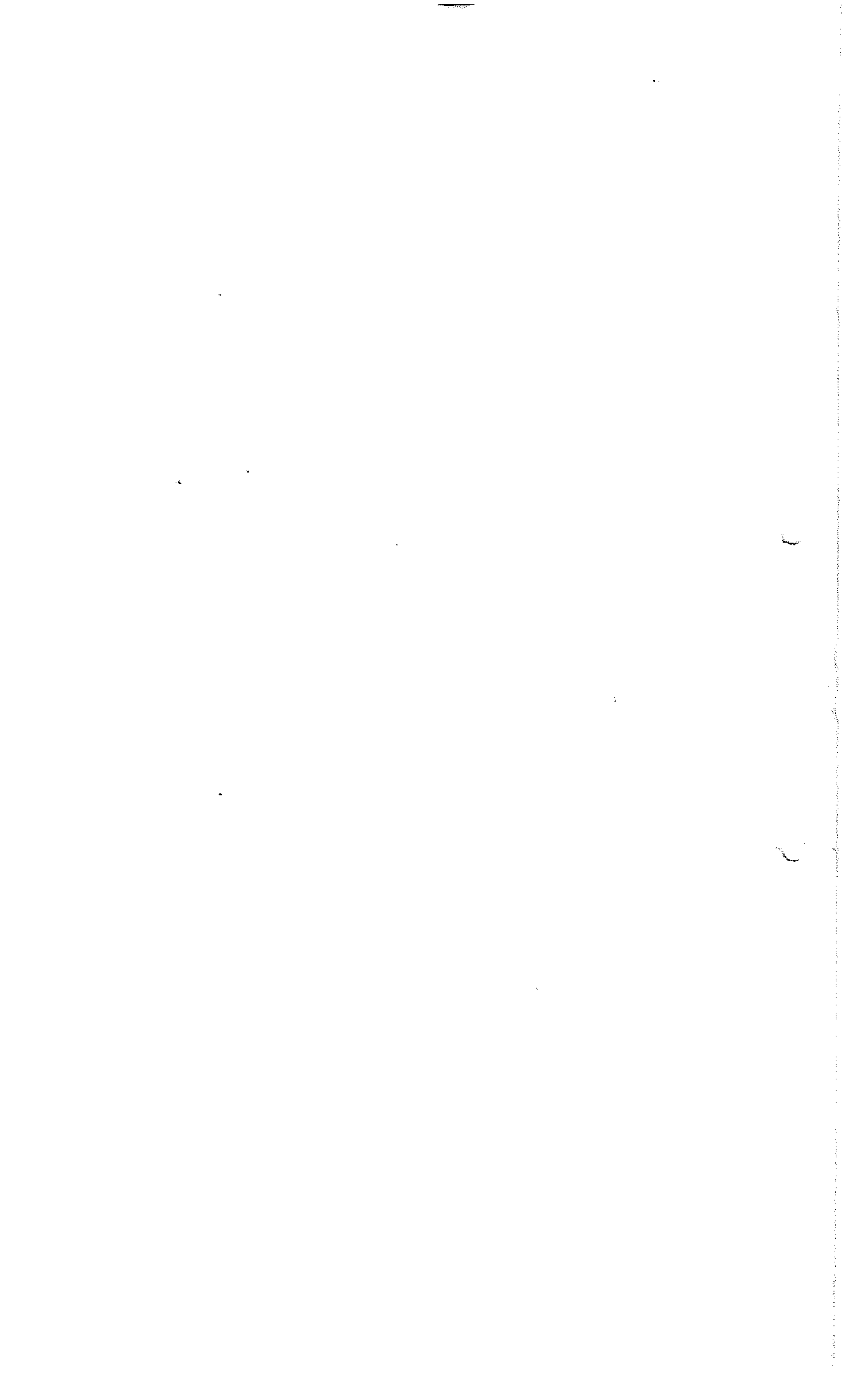
Department ID : Mobile No. : 9451513930
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-508-4289	0008737660202324	01/03/2024-13:11:52	IGR549	30000.00
2	(iS)-508-4289	0008737660202324	01/03/2024-13:11:52	IGR549	1388000.00
Total Defacement Amount					14,18,000.00



बबई - ४
४२६६ | ३ | ४४
२०२४





CHALLAN
MTR Form Number-6



GRN	MH016455735202324E	BARCODE		Date	29/02/2024-11:57:03	Form ID	25.2
Department				Inspector General Of Registration			
Type of Payment				Stamp Duty Registration Fee			
Office Name				BOM4_JT SUB REGISTRAR MUMBAI 4			
Location				MUMBAI			
Year				2023-2024 One Time			
Account Head Details				Amount In Rs.			
0030045501 Stamp Duty				1388000.00			
0030063301 Registration Fee				30000.00			
Total				14,18,000.00			
Payment Details				BANK OF BARODA			
Cheque/DD Details				FOR USE IN RECEIVING BANK			
Cheque/DD No.				Bank CIN			
Name of Bank				Ref. No.			
Name of Branch				02003942024022901828			
				1374797386			
				Bank Date			
				RBI Date			
				29/02/2024-18:40:12			
				Not Verified with RBI			
				Bank-Branch			
				BANK OF BARODA			
				Scroll No. , Date			
				Not Verified with Scroll			

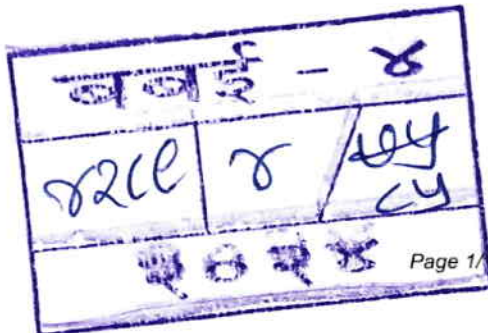


Department ID :

Mobile No. : 9451513930

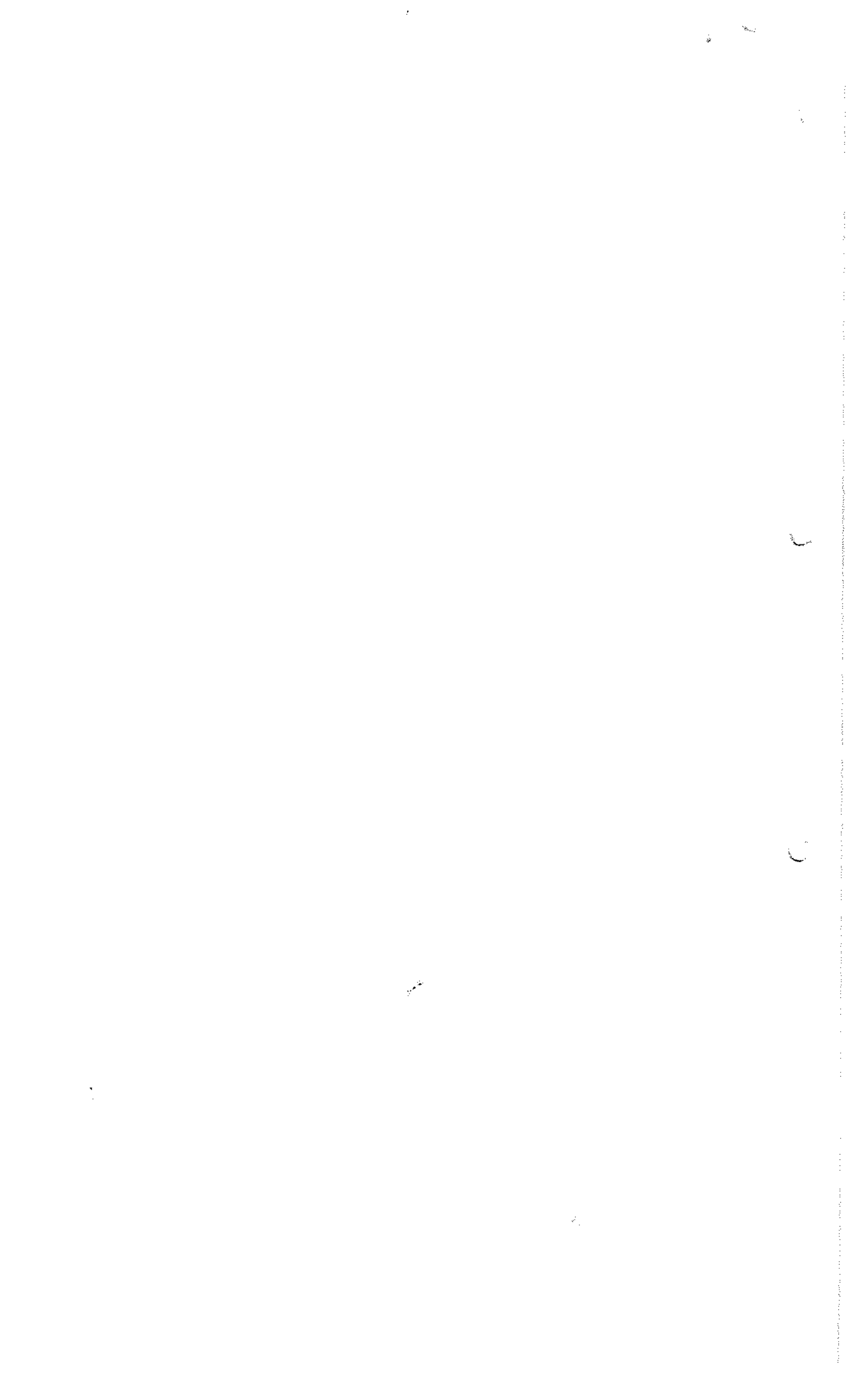
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



Handwritten signature

Print Date 29-02-2024 06:40:23



AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 29th day of Feb-2024

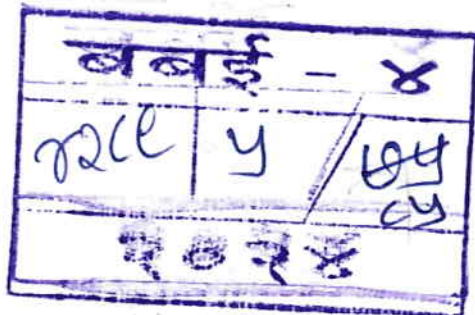
BETWEEN:

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

AND

Nitish Tripathi residing / having its address at **C-209, Northernexpress Infradeveloper Pvt Ltd Antop Hill Warehousing Complex, Near Dosti acres Wadala East Mumbai 400037 Maharashtra India** and assessed to income tax under permanent account number (PAN) **AHJPT6190N** 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**"



2

3

4

5

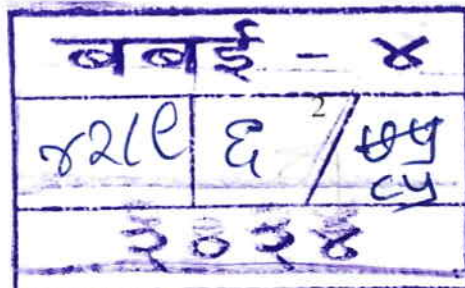
WHEREAS:

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

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

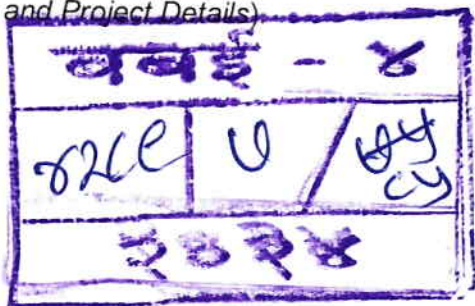
1. **DEFINITIONS**

- 1.1. "**Agreement**" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "**Applicable Law**" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "**Approvals**" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "**Arbitrator**" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "**Attorney**" shall have the meaning ascribed to it in Clause 11.3.2(b) below.

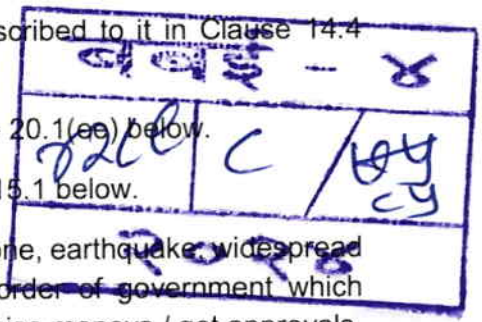


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- 1.6. "**Authority**" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.7. "**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.
- 1.8. "**Building**" shall mean the single/multi-storied building constructed / being constructed as part of the Project.
- 1.9. "**Building Conveyance**" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.10. "**Building Protection Deposit**" shall mean the amounts specified in the **Annexure 6A**.
- 1.11. "**CAM Charges**" shall have the meaning ascribed to it in Clause 15.5.
- 1.12. "**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/when the Purchaser takes possession of the Unit.
- 1.13. "**Cancellation Deed**" shall have meaning ascribed to it in Clause 11.3.2(a) below;
- 1.14. "**Carpet Area**" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/ open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.15. "**Cheque Bouncing Charges**" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason, whatsoever, including 'insufficient funds', 'stop payment' or 'account closed', and shall mean an amount equivalent to 2.5% (two point five per cent) of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 (thirty) days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5% (five per cent) of the value of the cheque issued.
- 1.16. "**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. "**Confidential Information**" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.18. "**Consideration Value**" shall have the meaning ascribed to it at **Annexure 6 (Unit and Project Details)**.



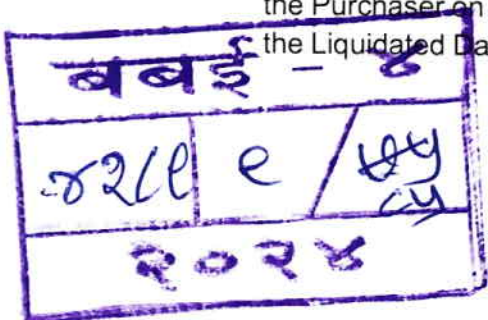
- 1.19. **"Date of Offer of Possession"** or **"DOP"** shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at **Annexure 6** (*Unit 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/ Veranda/Open Terrace Area"** or **"EBVT Area"** shall mean the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Purchaser, other than the carpet area. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of (+/-) 3% (three per cent) on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.22. **"Extended DOP"** shall have the meaning ascribed to it in Clause 10.1 below.
- 1.23. **"FCAM Charges"**, if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building) including property tax payable in respect of the Parking Spaces allocated to the Purchaser and the common areas of the Larger Property and amenities available to the Purchaser and excluding any and all BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organization and will be as set out at **Annexure 6A**.
- 1.24. **"Federation"** shall mean the apex body to be formed by and consisting of the ultimate organizations formed in respect of various buildings constructed to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in Applicable Law. Till such time that the management of the Federation is handed over to the representatives of the ultimate organization(s) of each of the building(s) on the Larger Property, all rights and powers of the Federation shall vest in and be exercised by the Company.
- 1.25. **"Federation Conveyance"** shall have the meaning ascribed to it in Clause 14.4 below.
- 1.26. **"FEMA"** shall have the meaning ascribed to it in Clause 20.1(a) below.
- 1.27. **"FMC"** shall have the meaning ascribed to it in Clause 15.1 below.
- 1.28. **"Force Majeure"** shall mean an event of flood, fire, cyclone, earthquake, widespread disease, any other calamity caused by nature, any order of government which affects the ability of the Company to carry out works / raise moneys / get approvals.
- 1.29. **"FSI Free Constructed Spaces"** shall have the meaning ascribed to it in Clause 15.12 below.
- 1.30. **"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



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Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

- 1.31. "**Interest**" shall mean simple interest at State Bank of India's (**SBI**) highest Marginal Cost of Lending Rate ("**MCLR**") + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st (first) day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.32. "**Larger Property**" means the land with details as described in **Annexure 1** (*Description of Larger Property*). For clarity, there may be land parcels which may be added to/ be reduced from the Larger Property, from time to time. For further clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.33. "**Liquidated Damages**" shall mean an amount equivalent to 20% (twenty per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.34. "**Loan**" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.35. "**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6A**.
- 1.36. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.37. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.38. "**Parking Spaces**" shall mean a location where a 4 wheel or a 2 wheel passenger vehicle can be parked. Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, parking (including multi-level car park), podium etc. Shortest walking distance between the Building entrance lobby and entry to location where vehicle is parked shall not exceed 750 meters.
- 1.39. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.
- 1.40. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6** (*Unit and Project Details*) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.41. "**Property Tax**" shall mean the amounts payable by the Purchaser towards property tax for the Unit, and the proportionate share of common areas of the Building.
- 1.42. "**Refund Amount**" shall mean:
- 1.42.1 In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Consideration Value or part thereof, paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom a. the Liquidated Damages, b. amounts incurred pursuant to Clause 11.3.2 and



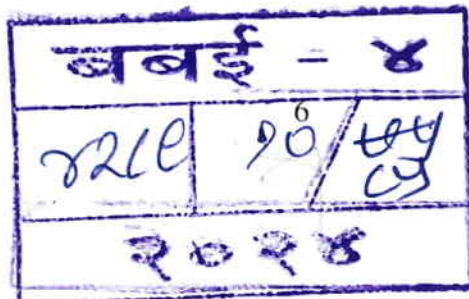
c. any amounts paid to third parties by the Company on behalf of the Purchaser, including but not limited to, stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

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

- 1.43. "**Other Charges**" shall include all expenses related to government, utility and infrastructure charges, more particularly stated in **Annexure 6A**.
- 1.44. "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules / regulations framed by the relevant State Government thereunder and any amendments thereto and / or the rules / regulations.
- 1.45. "**Service Providers**" shall have the meaning ascribed to it in Clause 15.12 below.
- 1.46. "**Shortfall Amount**" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.47. "**Structural Defects**" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.
- 1.48. "**Taxes**" shall mean and include Direct Tax and Indirect Tax.
- 1.49. "**Transfer**" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
 - the benefit of this Agreement; and, or,
 - in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25% (twenty five per cent) of the voting rights and, or, economic interest;
 - in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

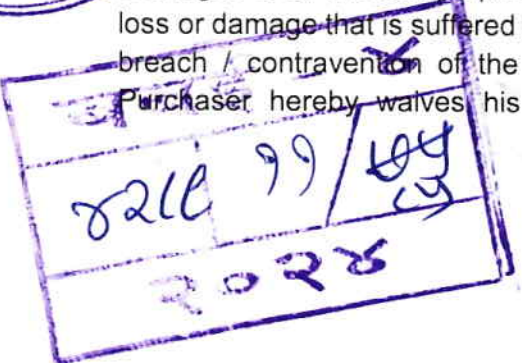
The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013) or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

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



2. **RULES FOR INTERPRETATION**

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. Any statutory provision of which these statutory provisions are a consolidation, 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 and has been arrived at having regard to *inter alia* the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/ marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Purchaser hereby further agrees, acknowledges and accepts that Liquidated Damages are not penal and essentially in the nature of guarantee by the Purchaser to fulfil and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Company will be entitled to adjust the Liquidated Damages as earnest money under this Agreement in case of any failure / non-compliance on the part of the Purchaser. Forfeiture of Liquidated Damages is for the sole purpose of reasonably compensating the Company for the loss or damage that is suffered / likely to be suffered by the Company on account of breach / contravention of the terms of this Agreement by the Purchaser. The Purchaser hereby waives his right to raise any objection to the payment or



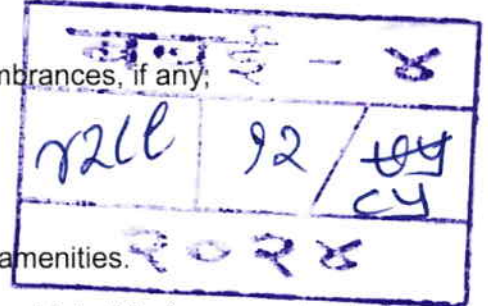
determination of Liquidated Damages in the manner and under the circumstances set out herein or otherwise contending to the contrary.

- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. All references in this Agreement to the term 'Date of Offer of Possession' / 'DOP' shall be read and construed as reference to 'Extended DOP', if and as applicable.
- 2.14. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. DISCLOSURES AND TITLE

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) the Purchaser has taken inspection of all the relevant documents; and (iii) the Purchaser has, in relation to the Unit/ Building/ Larger Property, satisfied himself of *inter alia* the following:

- a. Nature of the Company's right, title and encumbrances, if any;
- b. The Approvals (current and future);
- c. The drawings, plans and specifications; and
- d. Nature and particulars of fixtures, fittings and amenities.



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

4. AGREEMENT TO SELL AND CONSIDERATION

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

- 4.2. The Consideration Value shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6** (*Unit and Project Details*). The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

4A. OTHER AMOUNTS PAYABLE

All other amounts payable under this Agreement, including, but not limited to Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto, shall be paid



by the Purchaser to the Company in the manner more particularly described at **Annexure 6A** within 14 (fourteen) days of such demand being made by the Company, time being of the essence. The Possession of the Unit as provided under Clause 10 herein is subject to payment of all amounts under this Agreement including the amounts set out at **Annexure 6A**.

4B. TERMS OF PAYMENT

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

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

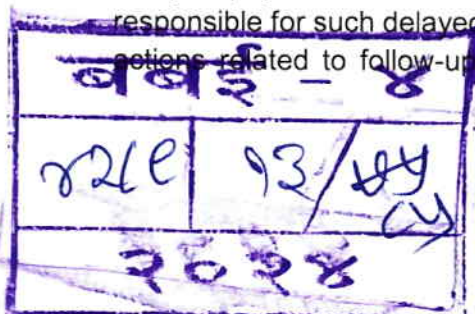
4B.2 It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

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

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

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

4B.4 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are



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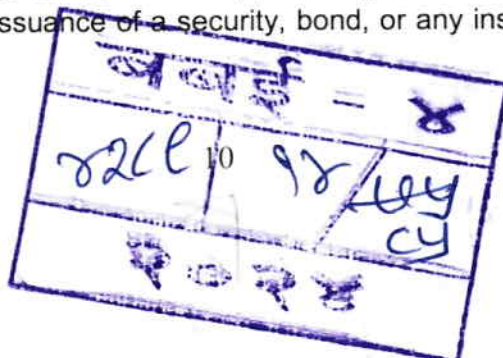
estimated to be 2% (two per cent) of the amount of the delayed payment per instance (subject to minimum of Rs. 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2023 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

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 Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.
- 5.3. Subject to the remaining provisions of this clause, the Parties agree that the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/ Ultimate Organization. The Purchaser gives his consent for such changes, provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3% (three per cent) of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 5.4. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be, at absolute liberty, to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. **SECURITIZATION**

- 6.1. The Purchaser hereby agrees and acknowledges that the Company shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges, or any part/ portion thereof (whether or not the Company is in full receipt of the same as of a particular date), in the manner that the Company may, in its sole and absolute discretion, deem fit. The Purchaser hereby further agrees and acknowledges that the Company may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Company, whether in India or worldwide, as permissible under Applicable Law, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature



whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Purchaser hereby grants his irrevocable consent to the Company to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Company (without requiring specific consent from the Purchaser), the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges and/or part thereof and any amounts received/receivable by the Company hereunder, including without limitation, the right to directly receive from the Purchaser such amounts pertaining to the Consideration Value and/or other amounts payable under this Agreement, including, but not limited to, Other Charges and Maintenance Related Charges and, or, part thereof and, or, any amounts payable by the Purchaser herein.

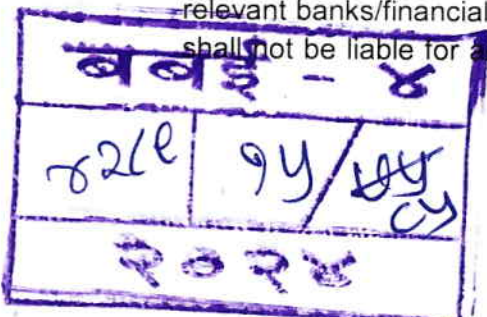
- 6.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value or any other amounts payable under this Agreement, including Other Charges and Maintenance Related Charges paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / corporate body etc. nominated by the Company, in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. **LOANS AGAINST THE UNIT**

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

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

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



which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

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

8. **PARKING SPACES**

- 8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of 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 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 Organization and/or execution of conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not permit the Ultimate Organization to alter or change the allocation of Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

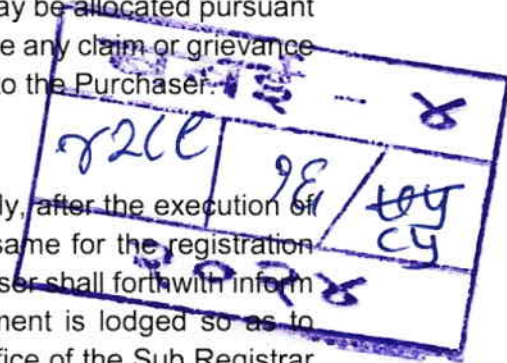
- 8.2. The Purchaser is aware and agrees and acknowledges that the Parking Spaces to be allotted / allocated to the Purchaser may be in stack or tandem or any other format or manner as may be permissible under Applicable Law. The Purchaser hereby agrees, acknowledges and confirms that the Purchaser shall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

9. **REGISTRATION**

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

10. **POSSESSION**

- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including, but not limited to, the Consideration Value, Other Charges, Maintenance Related Charges and all Indirect Taxes thereto, the Company shall endeavor to offer possession of the Unit

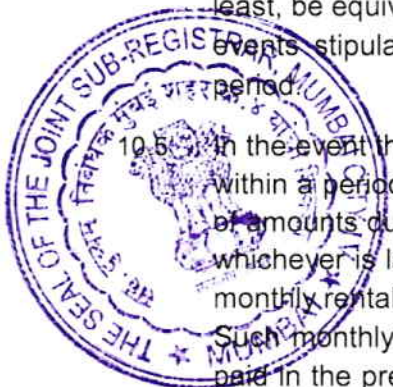


to the Purchaser on or before the estimated DOP, as set out in at Annexure – 6 (Unit and Project Details), which shall be subject to grace period set out at **Annexure 6** (Unit and Project Details) and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively, "Extended DOP" shall mean estimated DOP as set out at **Annexure 6** (Unit and Project Details) + grace period as set out at **Annexure 6** (Unit and Project Details) + further extension as may be applicable pursuant to Clause 10.4).

- 10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 14 (fourteen) days of the Company intimating him, in writing, that the Unit is ready for possession ("**Possession Demand Letter**") and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of Rs. 10/- (Rupees Ten) per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 (two) months from the date of the Possession Demand Letter and the Purchaser alone shall be responsible/ liable in respect any loss or damage that may be caused to the Unit after this date.
- 10.3. The Company has obtained occupation certificate for the Unit ("**OC**") (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law). The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.
- 10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company, including on account of any of the following:
- 10.4.1. War, civil commotion or act of God;
- 10.4.2. Any notice, order, rule, notification of the Government and/or other public or competent Authority/ court.

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

10.5. In the event that the Company fails to offer possession of the Unit to the Purchaser within a period of 4 (four) months from the due date of payment of the last tranche of amounts due under Annexure 6 hereto; or the date of payment of such amounts, whichever is later ("**Handover Period**"), the Purchaser will be entitled to receive a monthly rental compensation from the expiry of the Handover Period upto the DOP. Such monthly rental compensation shall be calculated considering average rents paid in the preceding 6 (six) months for units of similar configuration at the project or similar projects in the vicinity. Such rental compensation shall be at the sole and absolute determination and discretion of the Company, and the Purchaser hereby waives its rights to raise any dispute in relation to the same.



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11. **TERMINATION**

11.1. The Parties are entitled to specific performance of this Agreement. The Purchaser is aware that the Company, as per its practices and policies, does not accept request for cancellation / termination of this Agreement under any circumstance. The Parties hereby agree this Agreement is not terminable under any circumstance, save and except the very specific circumstances stated below.

Company's Right to Terminate

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

11.2.1. Default / Non-Payment:

Without prejudice to the right of Company to charge Interest, on the Purchaser committing a default in making payment of any amounts due and payable by the Purchaser as per this Agreement (including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date, the same shall constitute a default ("**First Default**").

Provided that upon such First Default occurring, the Company shall give 1st notice of 14 (fourteen) days after his/her first default to the Purchaser. If the Purchaser fails to make payments of all outstanding amounts by 15th day from the aforesaid 1st notice, the same shall constitute the "**Second Default**". Thereafter, the Company shall give the 2nd notice of another 7 (seven) days to rectify the breach. If all outstanding amounts are not paid in full by 8th day from such 2nd notice, the same shall constitute "**Third Default**". Upon Third Default, the Company shall have the right (but not an obligation) to terminate this Agreement without any further notice or upon the Purchaser committing any 3 (three) defaults in making payment of any amounts due and payable by the Purchaser as per this Agreement (including Annexure 6 (Unit and Project Details) and Annexure 6A (and Interest thereon, if any)) on the respective due date.

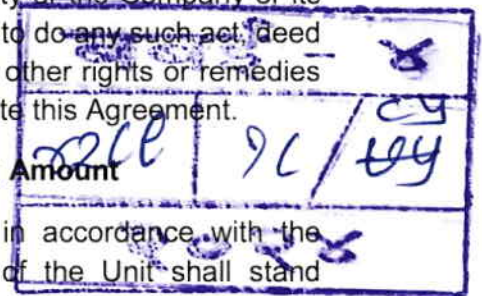
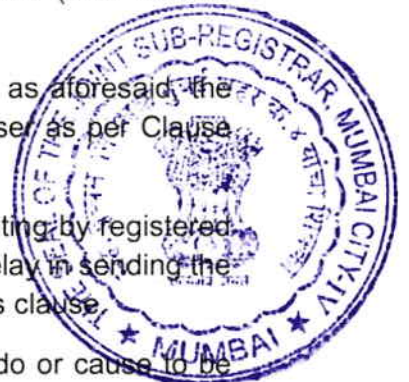
Provided further that upon termination of this Agreement as aforesaid, the Company shall refund the Refund Amount to the Purchaser as per Clause 11.3.3.

A notice of a default under this Agreement shall be served in writing by registered AD/ speed post at the address provided by the Purchaser. Any delay in sending the said notice(s) shall not affect the rights of the Company under this clause.

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

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

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



respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.3.3.

11.3.2. Cancellation Deed

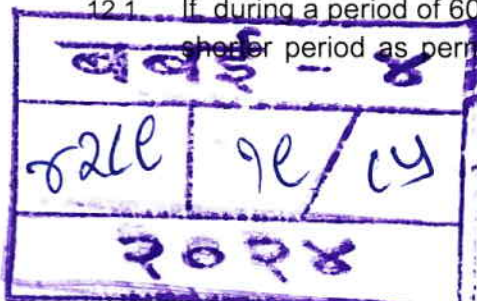
- (a) Upon termination, the Purchaser shall execute a cancellation deed in the format specified by the Company ("**Cancellation Deed**") and such other documents as may be required for cancellation of the Units and be required to register the same as per the timelines specified by the Company and undertake all actions as may be required to give effect to this provision.
- (b) To give effect to this provision of Clause 11.3.2(a) above, the Purchaser hereby irrevocably nominates, constitutes and appoints Mr. Surendran Nair, Mr. Rahul Wandekar and Mr. Pandhari Kesarkar, jointly and/ or severally, whose signatures are annexed hereto in **Annexure "9"**, (hereinafter referred to as, the "**Attorney**") to be his/her/its true and lawful Attorney to act for and on behalf of the Purchaser and in the name of the Purchaser, for doing all or any of the acts, deeds, matters and things pertaining to cancellation of the Unit and incidental matters thereto and to undertake any of the following actions on behalf of the Purchaser:
- (i) To execute all such documents as may be required for cancellation of the Unit, including, but not limited to, execution of the Cancellation Deed;
 - (ii) To appear before and deal with the concerned Sub-Registrar of Assurances for the purpose of registration of the cancellation deed, affidavits, confirmation deeds and all other ancillary documents executed in respect of cancellation of the Unit upon the same being duly registered; and
 - (iii) To undertake all actions as may be required to give effect to this Clause.
- (c) Without prejudice to the provisions of Clause 11.3.2 (b) above, in the event the Purchaser fails to personally appear for the execution and/or registration of the Cancellation Deed upon 7 days' notice being given for the same by the Company, then the Purchaser shall be obliged to pay a 'non co-operation charge' of an amount equivalent to 5% percentage of the Consideration Value under this Agreement and the same shall be reduced from the Refund Amount.

11.3.3 Upon registration of the Cancellation Deed, the Refund Amount (if any) shall be paid starting after 30 (thirty) days from the date of registration of the Cancellation Deed in 12 (twelve) equal monthly instalments.

11.4 Both Parties have entered into this Agreement, knowing fully well that the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Charges and Indirect Taxes thereto may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of any change in the Consideration Value or other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Charges and Indirect Taxes thereto.

12. DEFECT LIABILITY

12.1 If during a period of 60 (sixty) months from the Date of Offer of Possession or such shorter period as permissible under Applicable Law, the Purchaser brings to the



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

13. **SET OFF / ADJUSTMENT**

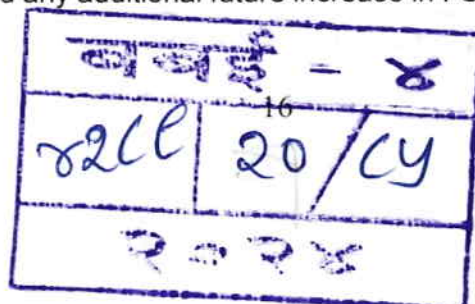
13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company, including the Consideration Value, Other Charges, Maintenance Related Amounts, Interest and/or Liquidated Damages against any other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

14. **ULTIMATE ORGANIZATION AND FEDERATION**

14.1. The Purchaser along with other purchasers of units in the Building shall join in forming the Ultimate Organization in respect of the Building within a period of 3 (three) months of the 51% of the total number of purchasers having booked their units in the Building. The Ultimate Organization 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 Organization and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organization.

14.2. Where the Project consists of more than one building, separate ultimate organizations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organizations within 3(three) months from the date of receipt of the full occupation certificate of the last building which is to be constructed on the Larger Property. The Purchaser and other members of the ultimate organization(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 1 (one) months from the date of full occupation certificate in respect of the Building, the Company shall share a Deed of Conveyance with the Ultimate Organization ("**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 Applicable Law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. The above execution of the Building Conveyance shall be subject to payment of any outstanding amounts of CAM charges and Property Taxes (along with interest thereon) owed by the members of the Ultimate Organization to the Company and completion of takeover of management of the affairs of the building by the Ultimate Organization.

14.4. Within 3 (three) months from the receipt of the full occupation certificate for the last of the building which is to be constructed on the Larger Property, the Company shall share a Deed of Conveyance with 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 the right of the Company (i) to dispose of unsold units, if any; and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in Applicable Law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for the future and/or ongoing development or otherwise. The above execution of the Federation Conveyance shall be subject to payment of any outstanding amounts of CAM charges and Property Taxes (along with interest thereon) owed by the members of the Ultimate Organization forming part of the Federation to the Company and completion of takeover of management of the affairs of the Larger Property by the Federation.

14.5. The Purchaser hereby agrees and undertakes that the Purchaser, along with other unit holders in the Ultimate Organization/ 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 Organization/ Federation.

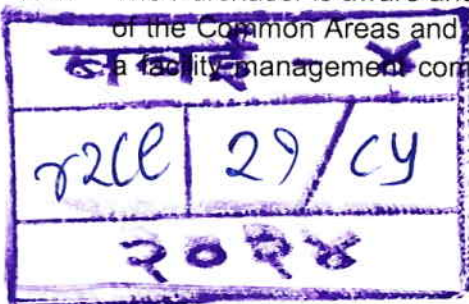
14.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard, the Purchaser for himself and the Ultimate Organization/Federation, waives all his rights and claims, and undertakes not to claim and cause the Ultimate Organization/Federation not to claim any such right in respect of the Building/ Larger Property.

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



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

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**"). For clarity, the FMC may be a related



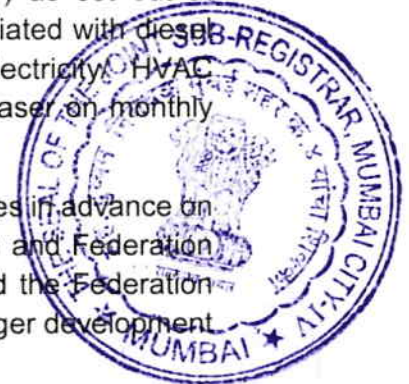
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concern and/or internal arm of the Company. The FMC will be appointed by the Company for a period of upto 180 (one hundred eighty) months, commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20% (twenty per cent) margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid. On the expiry of the 180 (one hundred eighty) month period, the Ultimate Organization / 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 Organization in the event:
- a. the BCAM Charges and FCAM charges as applicable, have not been paid to the FMC by 100% (one hundred per cent) of the unit purchasers at the due date (with a grace period of 30 (thirty) days).
- 15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organization shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of the Building. Similarly, the Federation shall be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100% (one hundred per cent) of the unit purchasers of all the building(s) on the Larger Property.
- 15.4. The Purchaser agrees and undertakes to cause the Ultimate Organization and Federation to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and shall be payable as the BCAM Charges and FCAM Charges (collectively, the "**CAM Charges**") as set out at **Annexure 6A**. The CAM charges shall not include the cost associated with diesel (or any other fuel) consumption, water consumption and electricity, HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals.
- 15.6. The Purchaser shall be obliged to pay the BCAM and FCAM charges in advance on or before the 1st day of each quarter to the Ultimate Organization and Federation respectively (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, to the Company)
- 15.7. The Purchaser is aware that the CAM charges stated hereinabove are provisional and the said amount is subject to change as per updated estimates at time of initiation of possession. Further, these charges are subject to the revision every 12 (twelve) months after the Date of Offer of Possession by 7.5% (seven point five percent) to 10% (ten per cent) per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 15.8. For the avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes



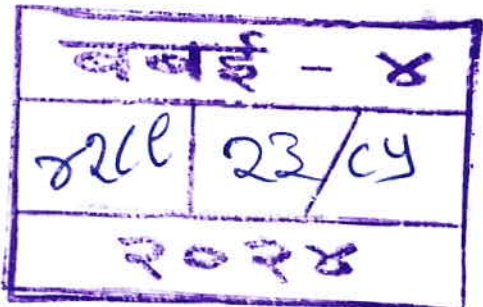
possession on such date or not. The Purchaser undertakes to make payment of the estimated BCAM Charges and FCAM Charges for the period stated in **Annexure 6A** from the CAM Commencement Date.

- 15.9. The Purchaser is aware and hereby confirms that no CAM Charges shall be payable on any unsold unit(s) by the Company. For any unit, the CAM Charges shall commence on the date of offer of possession of the said unit after it is sold. However, in case of unit(s) that are unsold after receipt of OC in respect of such unit(s), the Property Tax in relation to such unit(s) shall be borne by the Company.
- 15.10. All Maintenance Related Amounts stated in **Annexure 6A** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/ Ultimate Organization/Federation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.10 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the facilities provided by the Company/ Ultimate Organization/ Federation till such time all due amounts are paid together with Interest for the period of delay in payment. The Purchaser confirms that he/she/it shall pay interest on any delay in payment of Maintenance Related Amounts at the rate as may be specified by the Ultimate Organization or the Federation. Furthermore, any purchaser who has defaulted on payment of Maintenance Related Amounts for a period exceeding 60 (sixty) days shall be eligible to be considered for membership of the Ultimate Organization and/or Federation only after a period of 12 (twelve) months from such time that the defaulted amounts are fully paid, along with interest applicable thereon.
- 15.11. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) and shall not provide expense details for any other head. The details of expenses related to the BCAM charges shall be provided at the time of handover of operations of the Building by the Company to the Ultimate Organization and the FCAM charges shall be provided at the time of handover of operations of the common areas outside the Building by the Company to the Federation. Any surplus amounts towards BCAM and/or FCAM lying with the Company shall be paid on monthly basis to vendors providing relevant services with respect to the Building/Larger Property, after authorization from the Ultimate Organization (in case of BCAM) and Federation (in case of FCAM).

Other Key Common Areas

6.7.2. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its purchasers 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 Organization/ Federation, 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.

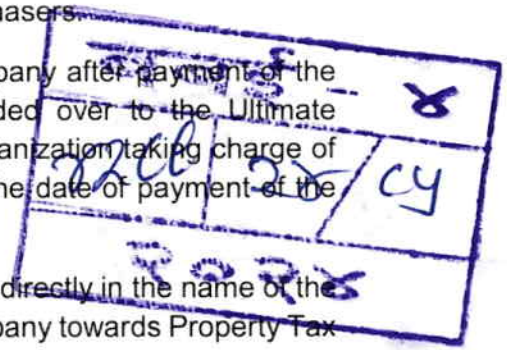


- b. Upon formation of the Federation, the Federation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
 - c. Any external members of such facility shall abide by the security, dress and behavioral guidelines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

16. PROPERTY TAXES AND OTHER CHARGES

- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of the other considerations / levies/ charges/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 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 14 (fourteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent) of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.
- 16.4. In case there is any surplus amount lying with the Company after payment of the first bill of the Property Tax, the same shall be handed over to the Ultimate Organization within 3 (three) months of the Ultimate Organization taking charge of the affairs of the Building or the 3 (three) months from the date of payment of the first bill of the Property Tax, whichever is later.
- 16.5. If the Property Tax demand in respect of the Unit, comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax for the Unit shall be refunded to the Purchaser within 14 (fourteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Purchaser is aware that the Other Charges stated herein are 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



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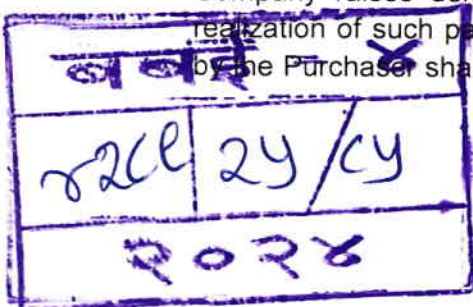
- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6A** hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 14 (fourteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at the cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in 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 14 (fourteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM Charges paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, 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 1.31) on all the amounts, including the Consideration Value, Other Charges, Maintenance Related Amounts, or any parts thereof, payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days, from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the



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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 whatsoever hands the Unit may come, hereby covenants and undertakes:

a. 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 Organization / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

(i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to, not making any change or to alter the windows and/or grills provided by the Company);

(ii) Not make any changes to the common area/lobby and structural changes in the Building;

(iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;

(iv) Not change the location of the plumbing or electrical lines (except internal extensions);

(v) Not change the location of the wet/waterproofed areas;

(vi) Not make any alteration in the elevation and outside color scheme of the Building;

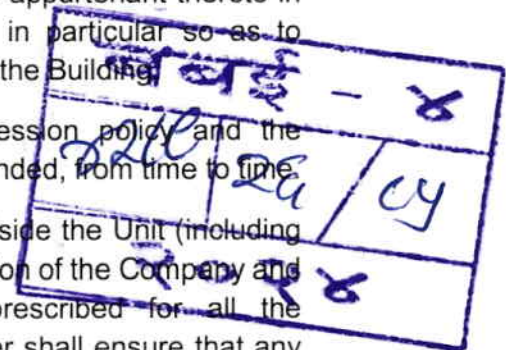
(vii) Not chisel or in any other manner damage or cause damage to, columns, beams, walls, slabs or RCC, Partis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organization;

(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, drain pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building;

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

c. The Purchaser shall be entitled to use any area outside the Unit (including open plaza, if any) only with the prior written permission of the Company and subject to payment of charges as may be prescribed for all the purchasers/tenants from time to time. The Purchaser shall ensure that any usage of such area is as per the guidelines prescribed by the Company and shall not violate any applicable regulations. The Purchaser also agrees and



acknowledges that the Company may at any time withdraw, revoke, terminate the permission granted in its sole absolute discretion and Purchaser will abide by any such decision without any delay or demur.

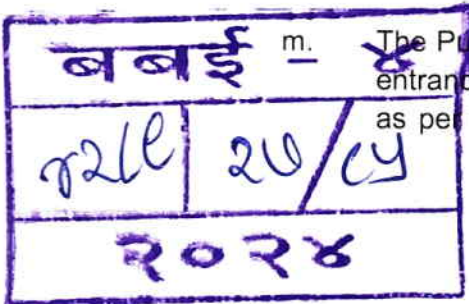
- d. The Purchaser shall adhere to the guidelines prescribed by the Company regarding signage which is visible on any external façade of the building(s) and shall obtain prior written permission for the same from the Company which shall generally be granted no later than 30 days from the date of such application being made with the requisite details.
- e. The Purchaser hereby agrees and acknowledges that the Purchaser is aware that some or all of the EBVT area is excluded/not counted in FSI. The Purchaser has studied and understood the plans approved by the concerned Authorities and agrees to raise no claim in relation to the manner of approval of the EBVT areas.
- f. In the event 'Piped Gas Connection' is indicated as an amenity to be provided within the Unit/building, the Purchaser acknowledges and agrees that such connection will be provided by a third party service provider. As third party service providers generally provide for piped gas connections and supply of gas in a building only when a significant portion of the building is occupied, the Company shall endeavour to provide the piped gas connection and supply of gas through such connection within a period of 24 (twenty four) months from the Extended DOP.
- g. The Purchaser shall ensure and cause the Ultimate Organization to ensure that the Building is painted once every 5 (five) years from the Date of Offer of Possession and kept in good and proper condition.
- h. 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 Organization / Federation.
- i. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

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

The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc.

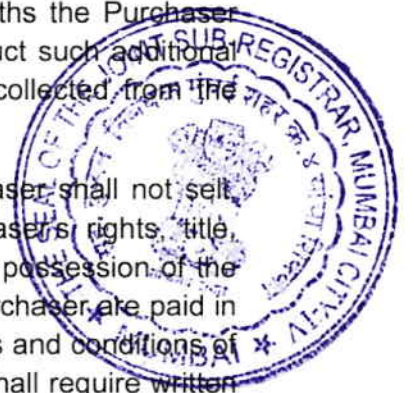
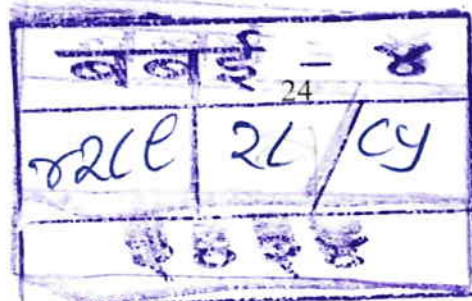
- i. The Purchaser shall use the Parking Space only for purpose of parking the Purchaser's own vehicles.

- m. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained as per the highest standards with regular cleaning and maintenance. The



Purchaser shall further ensure that refurbishing / major overhaul is done every 5 (five) years, starting from Date of Offer of Possession.

- n. The Purchaser is aware that certain parts of the Wing/ Building/ Project including Otta, Parking, Garden, Terrace etc. shall be allocated for exclusive use of certain unit(s). The Purchaser covenants not to raise any claim or dispute in respect of such otta/parking/garden/terrace allotted for the exclusive use of any other unit(s) as well as any space available for hoardings/equivalent and all of these are agreed to be retained and/or allotted by the Company as restricted amenities. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.
- o. To pay to the Company within 7 (seven) days of demand by the Company the Purchaser's share of security deposit demanded by concerned local Authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.
- p. To pay to the Company within 7 (seven) days of demand by the Company, the Purchaser's share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.
- q. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser.
- r. In the event, the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at **Annexure 6A** as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 (four) months the Purchaser agrees and acknowledges that the Company shall, deduct such additional provisional electricity charges from the CAM Charges collected from the Purchaser per the terms of this Agreement.
- s. The Purchaser understands and agrees that the Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's rights, title, interest or benefit under this Agreement or part with the possession of the Unit till such time that all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer/lease etc. of the Unit shall require written approval/ no-objection letter ("**NOC**") from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the Building and the larger development respectively, of the Company) to ensure that the inherent nature of the Ultimate Organization and/or Federation is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization and/or Federation. The Purchaser further agrees that in the event of any breach of any conditions, covenants or obligations under this Agreement,

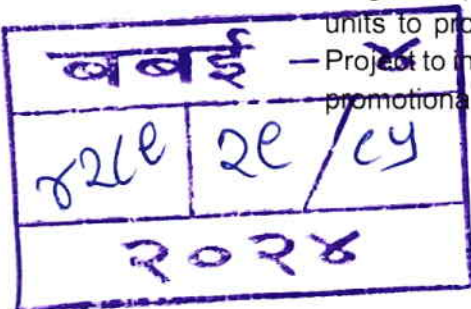


including but not limited to conditions pertaining to fit-out and maintenance of the Unit, the Purchaser shall rectify and cure such breach to the satisfaction of the Ultimate Organization/Federation/Company, prior to obtaining such NOC. The Purchaser is aware that at the time of issuance of such NOC, the Purchaser (or party acquiring the interest, as they may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization and the Federation (and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger development respectively, of the Company) shall be invalid and liable to be cancelled.

- t. The Purchaser acknowledges and confirms that this Agreement along with any other documents, letters etc. executed in relation to this Agreement may be shared by the Company with the co-promoter or a joint developer of the Project, if any.
- u. The Purchaser is aware that certain parts of the Larger Property are earmarked for exclusive use by the residents of the specific building(s) / unit(s) and the Purchaser hereby agrees to not interfere in any manner, direct or indirect, with such exclusive right to use the earmarked areas and waives any right or claim in this regard.
- v. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.
- w. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to, the application form, allotment letter, brochure or electronic communication of any form.

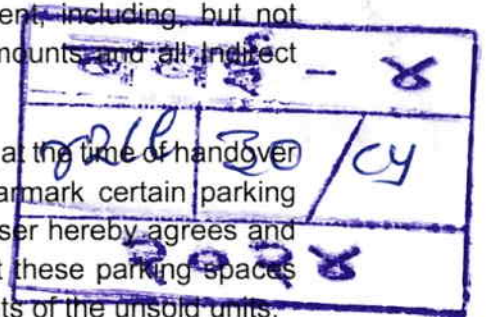
Until the Building Conveyance/Federation Conveyance in favour of the Ultimate Organization/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.

The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other third parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In



case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5% (zero point five per cent) of the Consideration Value and other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto, for every day that any such breach continues within 14 (fourteen) days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.

- z. The Purchaser agrees, confirms and acknowledges that all unsold unit(s) in the Building / Project shall unequivocally belong to the Company till such time that they are sold. The Company shall have (and the Purchaser shall cause the Ultimate Organization to agree and ratify that the Company has) the absolute, unconditional and irrevocable right to sell, transfer, lease, encumber and, or, create any right, title or interest in the unsold units, without any consent/no-objection, of any nature whatsoever in this regard, from the Ultimate Organization and, or, Federation (as the case may be) for the purpose and further, without payment of any charges / transfer fee to the Ultimate Organization and, or, Federation. Where consents and, or, permissions may be required from the Ultimate Organization and, or, Federation pursuant to any Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organization and, or, Federation to issue such consents and, or, permissions forthwith on request. The Company shall provide written intimation of such sale to the Ultimate Organization and, or, Federation within 30 (thirty) days of such sale being completed and the Ultimate Organization / Federation shall add such purchaser as its member without any delay or demur and further, without any charge being levied for addition of such new member(s). Such purchaser of unsold units shall, in any case, deemed to be a member of the Ultimate Organization.
- aa. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organization/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20.1(y) and (z), the Purchaser will be liable to pay an amount equivalent to 1% (one per cent) of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto for each month of delay caused.
- bb. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organization to ensure that these parking spaces are kept available for use by the purchasers/occupants of the unsold units.
- cc. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the



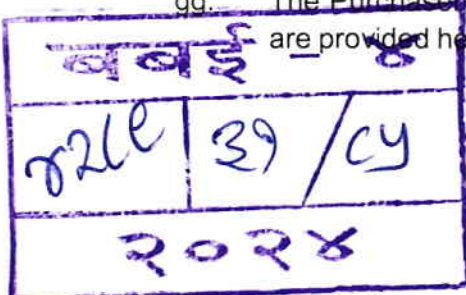
time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity of inspecting the Unit only after making payment of the Consideration Value and all other amounts payable under this Agreement, including, but not limited to, Other Charges, Maintenance Related Amounts and all Indirect Taxes thereto.

- dd. Upon and after handover of the management of the Building to the Ultimate Organization, the Ultimate Organization (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.
- ee. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**FEMA**), Reserve Bank of India Act, 1934 and rules/regulations made thereunder or any statutory amendment(s) / modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA, as amended, from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same, in writing, to the Company immediately and comply with necessary formalities, if any, under the Applicable Law. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.



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.

- gg. 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.

- hh. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, letters, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the effective consummation of the transactions and obligations contemplated hereby.

21. **SPECIAL CONDITIONS**

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

22. **MISCELLANEOUS**

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

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

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

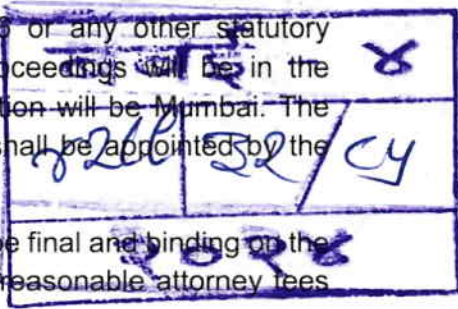
- 22.4. Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6 (Unit and Project Details)** hereto in the subject line in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be *non-est*/null and void.

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 with provisions which most nearly give effect to the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

25. **WAIVER**

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

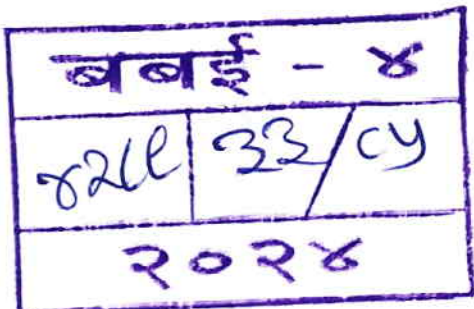
26. **ENTIRE AGREEMENT**

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

27. **CONFIDENTIALITY**

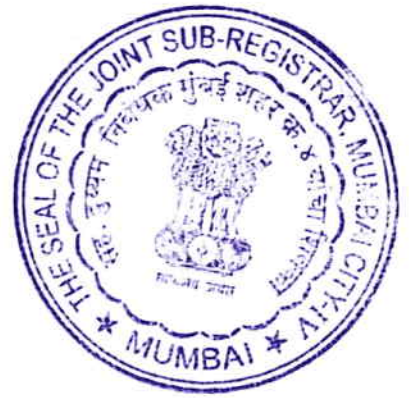
The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, 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 Applicable Law or requested by any statutory or regulatory or judicial/quasi-judicial Authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- b. such disclosure is required in connection with any litigation; or
- c. such information has entered the public domain other than by a breach of the Agreement.



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

SIGNED AND DELIVERED

By the Company within named

MACROTECH DEVELOPERS LIMITED

through the hands of Constituted Attorney

Mr. Surendran Nair

authorised vide Power of Attorney

In the presence of:

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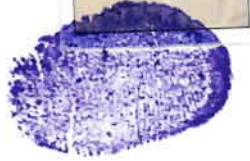
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SIGNED AND DELIVERED

By the within named Purchaser

Nitish Tripathi

In the presence of:

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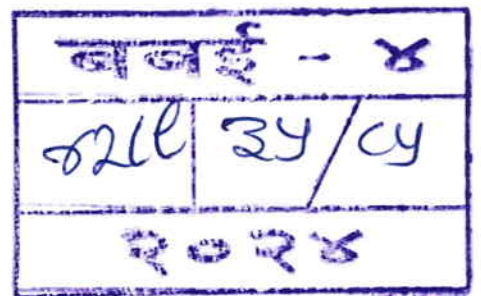
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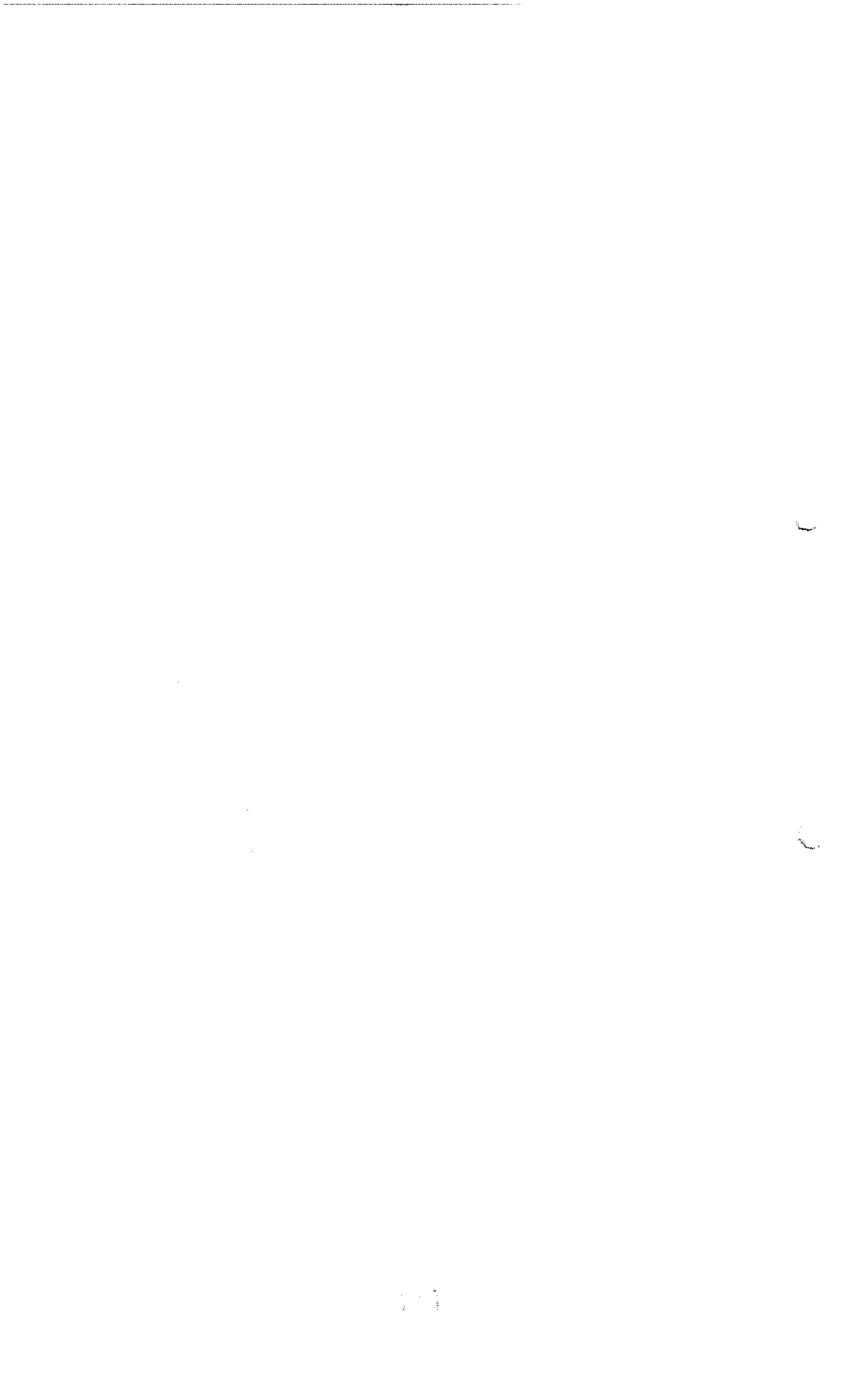
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Annexure 1

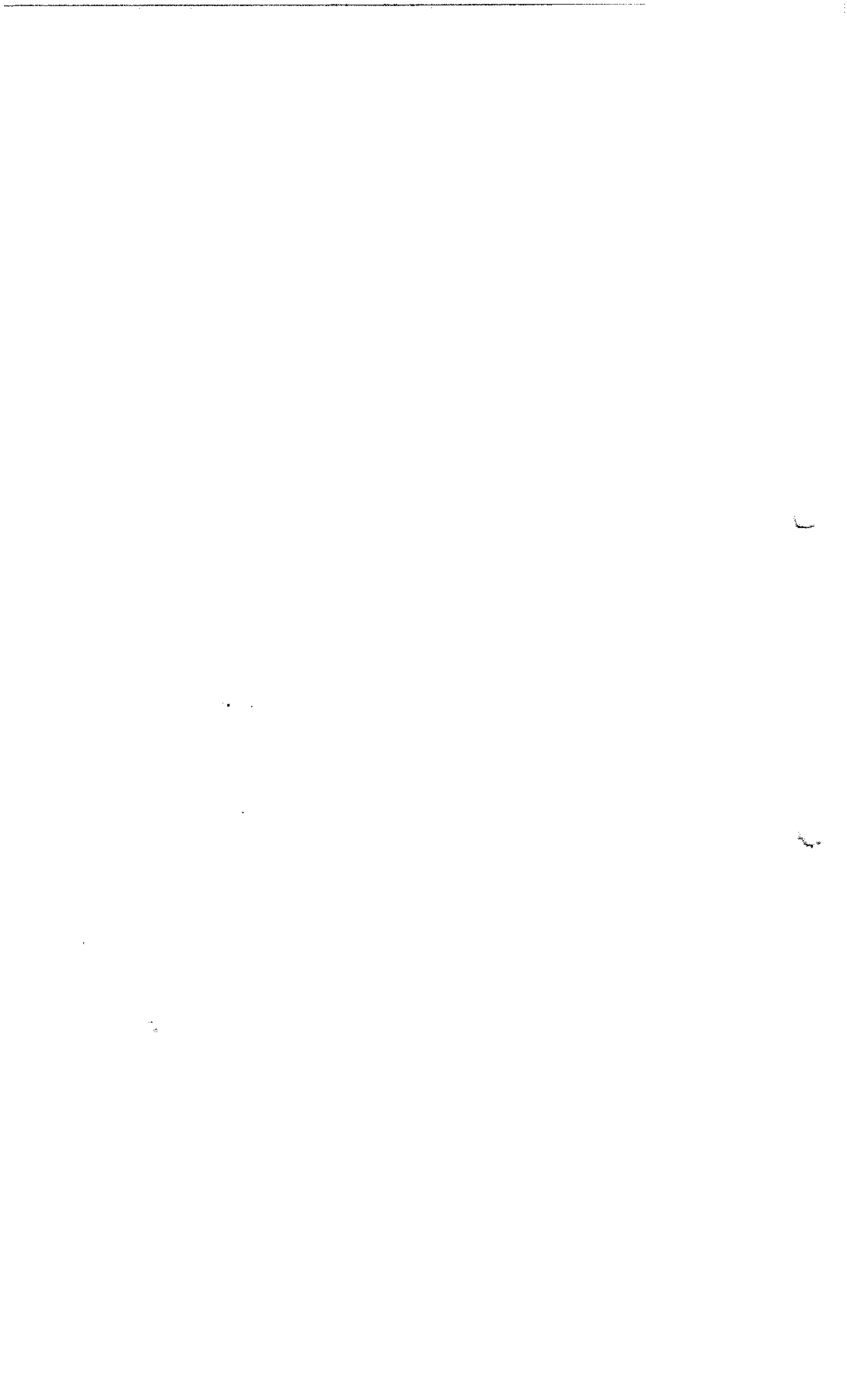
(Description of Larger Property)

Plot No.	Block C
Land Use of the Plot	(C1-Zone)
Plot Area in sq. mt.	92600 sq mtr
Lease Period	65 years

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



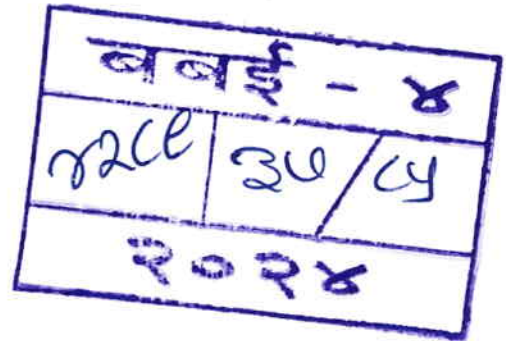
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Annexure 2

(Chain of Title)

- A. By an Agreement to Lease dated 1st August, 2011 executed between MMRDA, therein referred to as 'the Licensor/ the Authority' of the one part and Lodha Crown Buildmart Private Limited (**LCBPL**), therein referred to as 'the Licensee' of the Other part, MMRDA granted license and authority to LCBPL to enter upon the said Larger Property for the purpose of carrying out development of the same by erecting building/s thereon and further agreed to grant lease of the said Larger Property for the term of 65 years subject to compliance of the terms, covenants and conditions set out therein.
- B. In view of the aforesaid, LCBPL i.e. the Company herein is entitled to enter upon the said Larger Property and develop the Building and sell the units therein subject to the terms and conditions of the aforesaid Agreement to Lease dated 1st August 2011 and the NOCs and approvals to be issued by the MMRDA.
- C. The name of LCBPL was changed to Bellissimo Crown Buildmart Private Limited and Certificate of Incorporation pursuant to name change has been issued by the Registrar of Companies on 6 April 2017. Thereafter, Bellissimo Crown Buildmart Private Limited was merged with Lodha Developers Private Limited. Subsequent to the said merger Lodha Developers Private Limited has been converted into a public company and consequently its name changed to Lodha Developers Limited.
- D. The name of Lodha Developers Limited was further changed to Macrotech Developers Limited with effect from 24 May 2019.





REPORT ON TITLE

Ahmednagar-3

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C (C1-Zone) measuring 9280 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

Terminal (WTT) being referred herein as larger land pursuant to the Government of Maharashtra vide Notification No. TPR-4302CA-21405 dated 03/12/2005, under section 48 (1)(c) of Maharashtra Regional and Town Planning Act, 1965.

- 1. I have attached this Title Opinion in respect of the above plot of land, more particularly described in the Schedule hereunder written, on the back of various title documents of the transaction as hereinafter mentioned commencing with 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:
2. For the purpose of opinion I have reviewed:
(a) Buy/Seller Document with annexures thereto annexed
(b) Minutes of the Pre-Bid Meeting held between the Authority and the Bidders
(c) Minutes of the After Bid Meeting held on 06/05/2010 between Mumbai Metropolitan Regional Development Authority and the Company
(d) Offer Letter bearing No. MM/DA/TS/CWTT/01/2010 dated 22nd November 2010 and the Lay Out Plan annexed thereto for the said Plot of land measuring 9280 sq.mts.
(e) Acceptance Letter dated 24/11/2010 by the said Company to the said Authority
(f) Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lodha Crown Build Mart Private Limited of the Other Part
3. Under the various subdivisions notified by the Government of Maharashtra the said Plot of land came to be vested in Mumbai Metropolitan Regional Development Authority (Authority) as a Clearer thereof who has agreed to lease the said plot of land for development to Lodha Crown Build Mart Private Limited (Proposed Lessee) as on the date of this Certificate.
4. Mumbai Metropolitan Regional Development Authority (hereinafter referred to as 'the said Authority') has been designated as a Special Planning Authority to develop and develop of land titled as 'Wadala Truck

- 5. In consequence thereof the said Authority issued and processed an order in favour of and sufficiently entitled to ALL THAT said larger land and any part thereof with right to lease with, and dispose the same in the manner prescribed under the provisions of the MM/DA (Disposal of Land) Regulation, 1977.
6. 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.
7. Subject to Mumbai Metropolitan Regional Development Authority (Disposal of Land) Regulation, 1977, as amended (MM/DA - 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) measuring 9280 sq.mts. thereunder referred to as 'the said plot of land' forming part of the said larger land issued before the said Authority in the form of booklet, providing terms and conditions with annexures thereto including various Forms of Bid, preliminary Agreement to Lease for the auction sale of the said plot of land. In respect of the said Authority invited bid from the public at large for advertisement for disposal of the said plot of land on lease basis on the terms, conditions and conditions stated in the Buy/Seller Document.
8. Under the instructions and orders of Metropolitan Commissioner, Mumbai, a public auction sale of the said Plot of land held on 22nd April 2010 at Mumbai, Lodha Crown Build Mart Private Limited incorporated Company under Companies Act, 1956 (being referred to as 'the said Company') was declared as a successful highest bidder and/or prospective lessee or lessee on opening of the tenders, being highest bid of Rs.400/- Crores (Rupees Four Hundred Crores only) given by them to take on lease basis or otherwise for the purpose of disposal of the said plot of land.
9. Pursuant thereto, it was resolved that the said plot of land is being offered to be leased out on certain mandatory terms, conditions and conditions to the successful highest bidder i.e. the said Company, same to be approved by the said Chief (T & C) of the said Authority as per the Resolution.

passed at the 12th meeting of the Board of Authority held on 20/08/2010, subject to terms and conditions mentioned in the Bid/Seller document.

- 10. 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. MM/DA/TS/CWTT/01/2010, dated 22nd November 2010 (hereinafter referred to as 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.
11. 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.
12. Later on, the said Company by their letter dated 22nd February 2011, had made payment of Rs.200 Crores (Rupees Two Hundred and Eighty Crores Only) by debiting account money for Rs.25 Crores already deposited with the said Authority under stipulated period of 3 months from the date of the said Offer Letter, as stated therein.
13. 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/lessor Authority of the One Part and Lodha Crown Build Mart Private Limited as the Lessee of the Other Part the said Authority granted License and authority to Lessee to enter upon the said plot of land more particularly described in Land Schedule (D) hereunder, being referred as 'the said plot of land' hereinafter, to carry out development by erecting buildings 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.400/- Crores and other amounts on terms, conditions and conditions stated therein.
14. On the basis of the findings included in the report and an execution of Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lodha Crown Build Mart Private Limited of the Other Part, I am of the opinion that the subject premises/leasehold interest of the said plot of land is being offered to be leased out on certain mandatory terms, conditions and conditions to the successful highest bidder i.e. the said Company, same to be approved by the said Chief (T & C) of the said Authority as per the Resolution.

Conformity with the Agreement to Lease, MM/DA shall execute 9 Letter Deed granting lease of the said Plot of land for the period of 65 years.

3

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

REPORT ON TITLE

SUPPLEMENTAL REPORT ON TITLE

Table with 2 columns: Plot No. / Land use of the Plot, Block - C (C1-Zone) / Commercial Office / Business Center / Shopping Malls, Star Hotels and Restaurants, Entertainment Center / Sports facilities and Residential. Other rows include Plot Area in sq.mt (52,600 including 600), Lease Period (65 years), Rateable mt. of Built up area (1M 81,816 sq. ft), Total Lease premium (INR 4000 Crores).

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C (C1-Zone) measuring 9280 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

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: 38.58 Wide Road
On or towards East: Temp. Land M/s. J. Kumar (Incorporated) Pvt. Ltd.
On or towards West: 20.5 wide Road

- 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.

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C (C1-Zone) measuring 9280 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 respect of MM/DA has already issued Commencement Certificate for construction dated 30/12/2011 bearing No. T&C/WTT/Block-C/C1/01/15/2011 permitting Lodha Crown Build Mart Private Limited to carry out construction of the building 5 residential building, one Commercial Building with amenities thereon on terms and conditions stated therein.
4. Now, Lodha Crown Build Mart Private Limited has raised finance as Security Trustee, Central Bank of India, Vijaya Bank (SBI Consortium), LIC Housing Finance Limited (LICHL) as Existing Lenders & Carera Bank, Oriental Bank of Commerce, 201 Andhra Bank, Canara Bank Consortium - Present Lender & UBI and Bank of Maharashtra, UBI Bank Consortium - Present Lender which are detailed as follows:
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 Plot of land.

4

SUPPLEMENTAL REPORT ON TITLE

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) measuring 9280 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No. Block-C (C1-Zone) measuring 9280 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.

- 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 Build Mart 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/5201/2012 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 Mortgage dated 25th October, 2012 between the Company and Housing Development Finance Corporation and the Company was registered in the office of the Sub-Registrar at Mumbai under No. BBE/5201/2012 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/5201/2012 on 30th October, 2012, by way of which the Company mortgaged a part measuring 5449399 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, conditions and conditions stated therein.

By Deed of Mortgage dated 4th December 2012 between the Company and LIC Housing Finance Limited which was registered in the office of the Sub-Registrar at Mumbai under Serial No. BBE/548/2012 on 4th December 2012 and pertains to Wing B-4 measuring 30,269,932 sq. mts. on the said Plot of land in favour of LIC Housing Finance Limited for credit facility and on terms, conditions and conditions stated therein.

- 4. Thereafter, documentation executed on 10th March 2014 amongst the said Company as a Borrower/Mortgagor, SBI Trustee/Service Limited as a Security Trustee, Central Bank of India, Vijaya Bank (SBI Consortium), LIC Housing Finance Limited (LICHL) as Existing Lenders & Carera Bank, Oriental Bank of Commerce, 201 Andhra Bank, Canara Bank Consortium - Present Lender & UBI and Bank of Maharashtra, UBI Bank Consortium - Present Lender which are detailed as follows:

Table with 4 columns: Sl. No., Nature of the Document, Parties, Date of execution. Rows include Master Security Trustee Agreement, Indenture Mortgage, and Master Inter Credit Agreement.

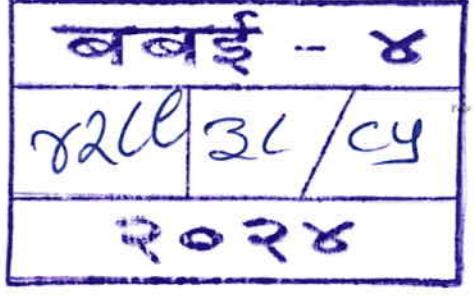


Table with 2 columns: S. No. and Description. It lists various legal documents like Lien Agreement, Inter-Creditor Agreement, etc., and their dates.

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 mortgage charge in favour of LBI Trusteehip Services Limited (Security Trustee) for the benefit of Central Bank of India, Vijaya Bank, (SBI Consortium), LIC Housing Finance Limited (LICHL) as Existing Lenders, A. Canara Bank, Oriental Bank of Commerce and Andhra Bank (Canara Bank Consortium - Present Lender) & LBI and Bank of Maharashtra (SBI Bank Consortium - Present Lender) which also includes HDFC Limited as the security of the said land and buildings viz. Wing A1, A2, E3, E10, F11, G12 and renewables thereof first exclusive charge for the benefit of SBI Consortium on Wing B3 and renewables first exclusive charge for the benefit of LBI Consortium on Wing C4, C5 and renewables first exclusive charge for the benefit of Canara Bank Consortium on Wing D7, D8 and renewables thereof and first exclusive charge for the benefit of Pipeline Acquiring Lenders, other than existing lenders i.e. Canara Bank Consortium, LBI Consortium and Future Acquiring Lenders on Commercial Building and renewables thereon.

SUPPLEMENTAL REPORT ON TITLE

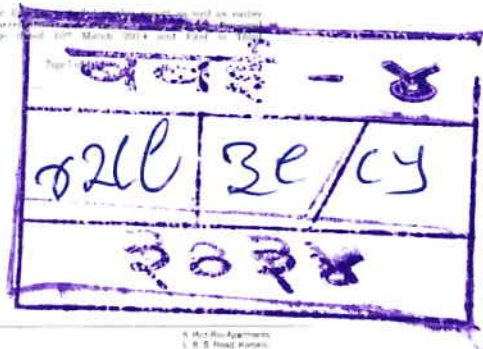
10. Land situated and lying in Casteatal Survey No. 8 of Village Salt Pan, Mumbai City District being Plot No Block C (C1 Zone) measuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land).

10. On the basis of the findings included in the report as well as earlier Reports referred heretoabove and subject to existing mortgage dated 10th March 2014 and other ancillary documents thereto, I have again confirm and certify that (i) the Company is a validly incorporated company limited by shares and has complete possession of the said land as a licensee and developer of the same and has complete possession of the said land as a licensee (ii) the Company is entitled to be vested with vested rights in respect of the said land for a period of 65 years on the terms and conditions set out in the Agreement.

Dated this 13th day of September 2014. Pradip Garach Advocate High Court, Bombay

10. On the basis of the findings included in the report as well as earlier Reports referred heretoabove and subject to existing mortgage dated 10th March 2014 and other ancillary documents thereto, I have again confirm and certify that (i) the Company is a validly incorporated company limited by shares and has complete possession of the said land as a licensee and developer of the same and has complete possession of the said land as a licensee (ii) the Company is entitled to be vested with vested rights in respect of the said land for a period of 65 years on the terms and conditions set out in the Agreement.

10. On the basis of the findings included in the report as well as earlier Reports referred heretoabove and subject to existing mortgage dated 10th March 2014 and other ancillary documents thereto, I have again confirm and certify that (i) the Company is a validly incorporated company limited by shares and has complete possession of the said land as a licensee and developer of the same and has complete possession of the said land as a licensee (ii) the Company is entitled to be vested with vested rights in respect of the said land for a period of 65 years on the terms and conditions set out in the Agreement.



10. On the basis of the findings included in the report as well as earlier Reports referred heretoabove and subject to existing mortgage dated 10th March 2014 and other ancillary documents thereto, I have again confirm and certify that (i) the Company is a validly incorporated company limited by shares and has complete possession of the said land as a licensee and developer of the same and has complete possession of the said land as a licensee (ii) the Company is entitled to be vested with vested rights in respect of the said land for a period of 65 years on the terms and conditions set out in the Agreement.

Dated this 08th day of January 2017. Pradip Garach Advocate High Court, Bombay

FURTHER SUPPLEMENTAL REPORT ON TITLE

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

FURTHER SUPPLEMENTAL REPORT ON TITLE

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



10. On the basis of the findings included in the report as well as earlier Reports referred heretoabove and subject to existing mortgage dated 10th March 2014 and other ancillary documents thereto, I have again confirm and certify that (i) the Company is a validly incorporated company limited by shares and has complete possession of the said land as a licensee and developer of the same and has complete possession of the said land as a licensee (ii) the Company is entitled to be vested with vested rights in respect of the said land for a period of 65 years on the terms and conditions set out in the Agreement.

Dated this 13th day of March 2014. Pradip Garach Advocate High Court, Bombay

FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. Land situated and lying in Coastal Survey No. 8 of Village Self Pan Mumbai City District being Plot No Block C (C1-Zone) adjoining 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)
- 2. On the construction of the said Ladhia Group Apartment Project License has been issued by the said Ladhia Group Apartment Project Licensee (Company) vide its report dated 27th August 2012 and 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014. The said reports have been filed in the said Plot of land particularly directed to the said Ladhia Group Apartment Project Licensee.
- 3. Even since the said reports have been submitted in compliance with the provisions of the said Ladhia Group Apartment Project License, the said Ladhia Group Apartment Project Licensee has not yet submitted the said reports to the said Plot of land.
- 4. For the said purpose I have perused and studied the following documents :-
 - a. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
 - b. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
 - c. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 5. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 6. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.

FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. From the period of the above documents I observe as follows :-
- 2. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 3. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 4. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 5. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.

FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. From the period of the above documents I observe as follows :-
- 2. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 3. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 4. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 5. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.

ADDENDUM

- 1. Land situated and lying in Coastal Survey No. 8 of Village Self Pan Mumbai City District being Plot No Block C (C1-Zone) adjoining 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)
- 2. On the construction of the said Ladhia Group Apartment Project License has been issued by the said Ladhia Group Apartment Project Licensee (Company) vide its report dated 27th August 2012 and 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014. The said reports have been filed in the said Plot of land particularly directed to the said Ladhia Group Apartment Project Licensee.
- 3. Even since the said reports have been submitted in compliance with the provisions of the said Ladhia Group Apartment Project License, the said Ladhia Group Apartment Project Licensee has not yet submitted the said reports to the said Plot of land.


Pradip Garach
Advocate High Court, Bombay

FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. Land situated and lying in Coastal Survey No. 8 of Village Self Pan Mumbai City District being Plot No Block C (C1-Zone) adjoining 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)
- 2. On the construction of the said Ladhia Group Apartment Project License has been issued by the said Ladhia Group Apartment Project Licensee (Company) vide its report dated 27th August 2012 and 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014. The said reports have been filed in the said Plot of land particularly directed to the said Ladhia Group Apartment Project Licensee.
- 3. Even since the said reports have been submitted in compliance with the provisions of the said Ladhia Group Apartment Project License, the said Ladhia Group Apartment Project Licensee has not yet submitted the said reports to the said Plot of land.

वर्क आउट - ४
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FURTHER SUPPLEMENTAL REPORT ON TITLE

- 1. Land situated and lying in Coastal Survey No. 8 of Village Self Pan Mumbai City District being Plot No Block C (C1-Zone) adjoining 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land) and development thereon
- 2. On the construction of the said Ladhia Group Apartment Project License has been issued by the said Ladhia Group Apartment Project Licensee (Company) vide its report dated 27th August 2012 and 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014. The said reports have been filed in the said Plot of land particularly directed to the said Ladhia Group Apartment Project Licensee.
- 3. Even since the said reports have been submitted in compliance with the provisions of the said Ladhia Group Apartment Project License, the said Ladhia Group Apartment Project Licensee has not yet submitted the said reports to the said Plot of land.



- 1. From the period of the above documents I observe as follows :-
- 2. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 3. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.
- 4. The said Ladhia Group Apartment Project Licensee dated 27th August 2012, 27th September 2012, 17th November 2012, 27th August 2013 and 27th August 2014.


Pradip Garach
Advocate High Court, Bombay

performance of the Agreements duly executed by the Company, which is pending. This impugned order to the said of the said and will have the effect of vesting the said Plot in the said Plaintiff.

26. The Certificate of Mortgage dated 20th June 2009 (CGM) and judgment dated 21st June 2009 (CGM) were issued by the court on 21st June 2009. It is submitted that the said CGM and judgment were issued in violation of the law and equity and are liable to be set aside. The Plaintiff prays for a writ of certiorari and a writ of mandamus to set aside the said CGM and judgment dated 21st June 2009 and for such other orders as the Court may deem fit to pass.

27. The Plaintiff prays for a writ of certiorari and a writ of mandamus to set aside the said CGM and judgment dated 21st June 2009 and for such other orders as the Court may deem fit to pass.

28. The Plaintiff prays for a writ of certiorari and a writ of mandamus to set aside the said CGM and judgment dated 21st June 2009 and for such other orders as the Court may deem fit to pass.

26. Item is otherwise provided hereunder subject to the mortgage referred to above and in terms of the agreement to lease. It is of opinion that the Plaintiff's claim is not entitled to be granted in the said Plot of land, free from the mortgage and thereby that the said Plaintiff is entitled to the said Plot of land being subject to the mortgage.

27. Hence my Report on File dated 26th August 2019 and Supplemental Report therein stands modified and be read and considered accordingly.

Dated this 21st day of October, 2019.

Pradip Garach
Advocate
High Court, Bombay

FURTHER SUPPLEMENTAL REPORT ON TITLE

26. Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan, Mumbai City District being Plot No. Block C (C1 Zone) measuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (the said Plot of land) and development thereon.

27. This is a further and supplemental report on Title dated 20/10/2019 issued by me in respect of the requested land and development thereon.

28. In the last supplemental at Clause No. 12 in order reading of Mortgage in Plot No. 8, the Plaintiff's claim is not entitled to be granted in the said Plot of land, free from the mortgage and thereby that the Plaintiff is entitled to the said Plot of land being subject to the mortgage.

29. In order to satisfy outstanding Mortgage with regard to the said land and development thereon, the Plaintiff is requested to pay the amount of outstanding Mortgage to the extent of 100% of the said Plot of land.

Dated this 21st day of November, 2019.

Pradip Garach
Advocate
High Court

FURTHER SUPPLEMENTAL REPORT ON TITLE

26. Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan, Mumbai City District being Plot No. Block C (C1 Zone) measuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (the said Plot of land) and development thereon.

27. This is a further and supplemental report on Title dated 20/10/2019 issued by me in respect of the requested land and development thereon.

28. In the last supplemental at Clause No. 12 in order reading of Mortgage in Plot No. 8, the Plaintiff's claim is not entitled to be granted in the said Plot of land, free from the mortgage and thereby that the Plaintiff is entitled to the said Plot of land being subject to the mortgage.

29. In order to satisfy outstanding Mortgage with regard to the said land and development thereon, the Plaintiff is requested to pay the amount of outstanding Mortgage to the extent of 100% of the said Plot of land.

26. Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan, Mumbai City District being Plot No. Block C (C1 Zone) measuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (the said Plot of land) and development thereon.

27. This is a further and supplemental report on Title dated 20/10/2019 issued by me in respect of the requested land and development thereon.

28. In the last supplemental at Clause No. 12 in order reading of Mortgage in Plot No. 8, the Plaintiff's claim is not entitled to be granted in the said Plot of land, free from the mortgage and thereby that the Plaintiff is entitled to the said Plot of land being subject to the mortgage.

29. In order to satisfy outstanding Mortgage with regard to the said land and development thereon, the Plaintiff is requested to pay the amount of outstanding Mortgage to the extent of 100% of the said Plot of land.

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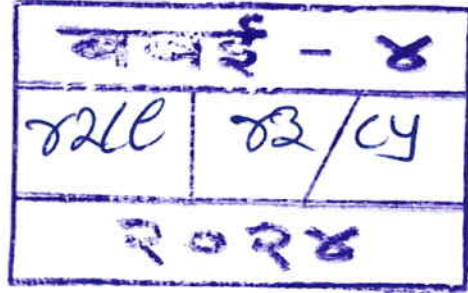


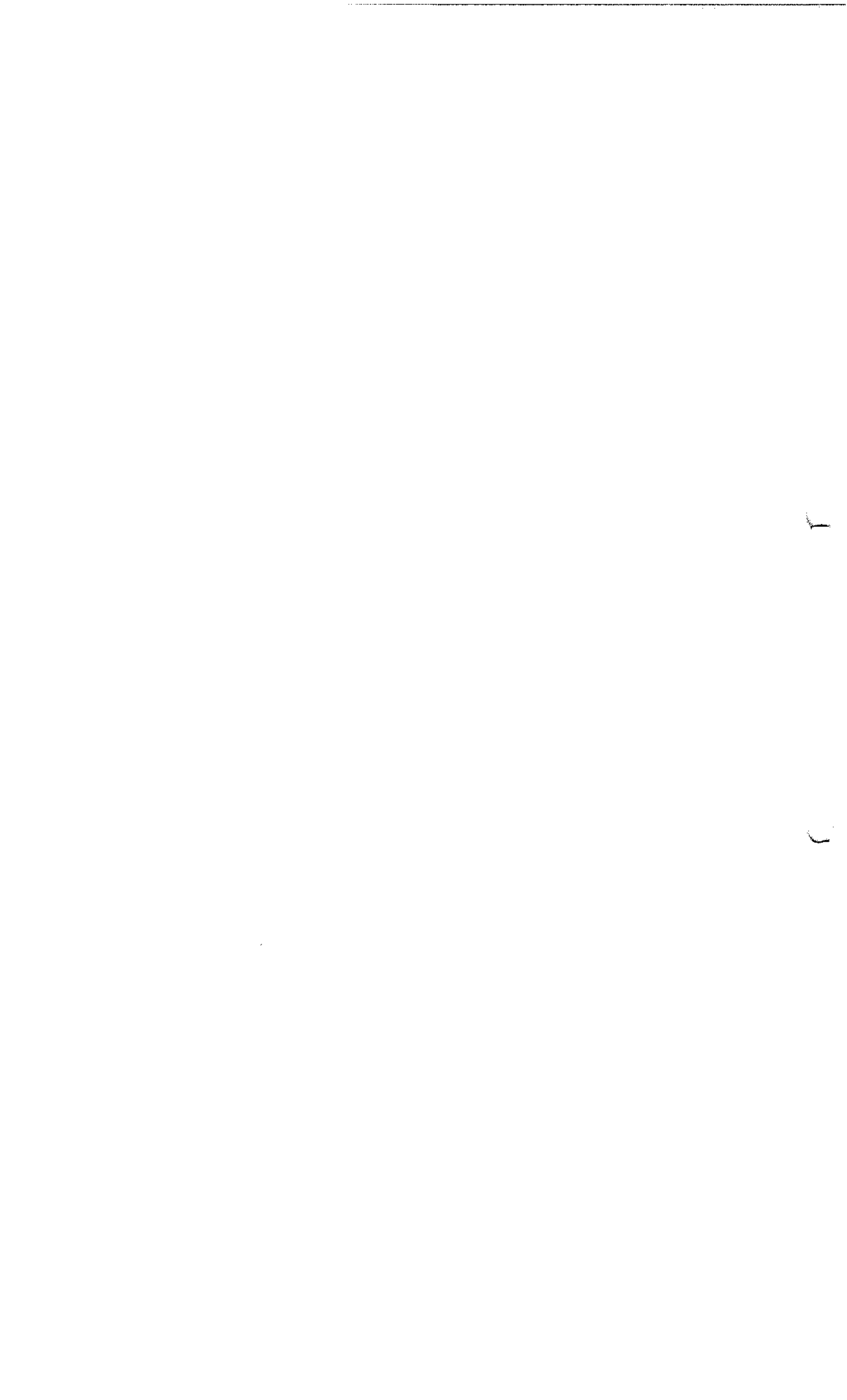
Annexure 4

(Key Approvals)

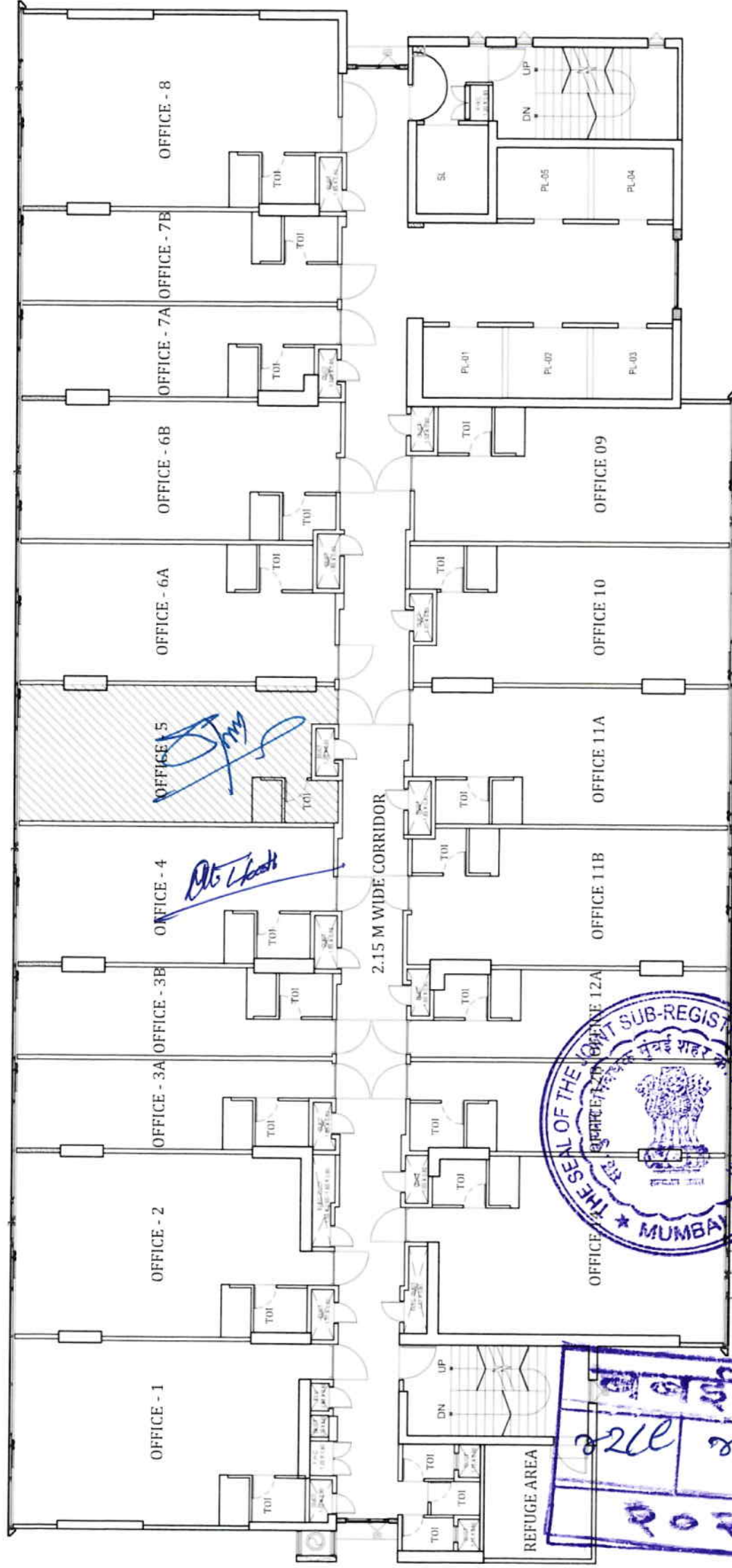
No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	AMENDED COMMENCEMENT CERTIFICATE	19 TH AUGUST 2019	T & CP/WTT/Block-C/CC/Vol-XVII/923/2019	MMRDA

X





ANNEXURE 5



NEW CUFFE PARADE **7th, 9th, 11th & 14th** **OFFICE NO-05**
 FLOOR

MACROTECH DEVELOPERS LIMITED

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

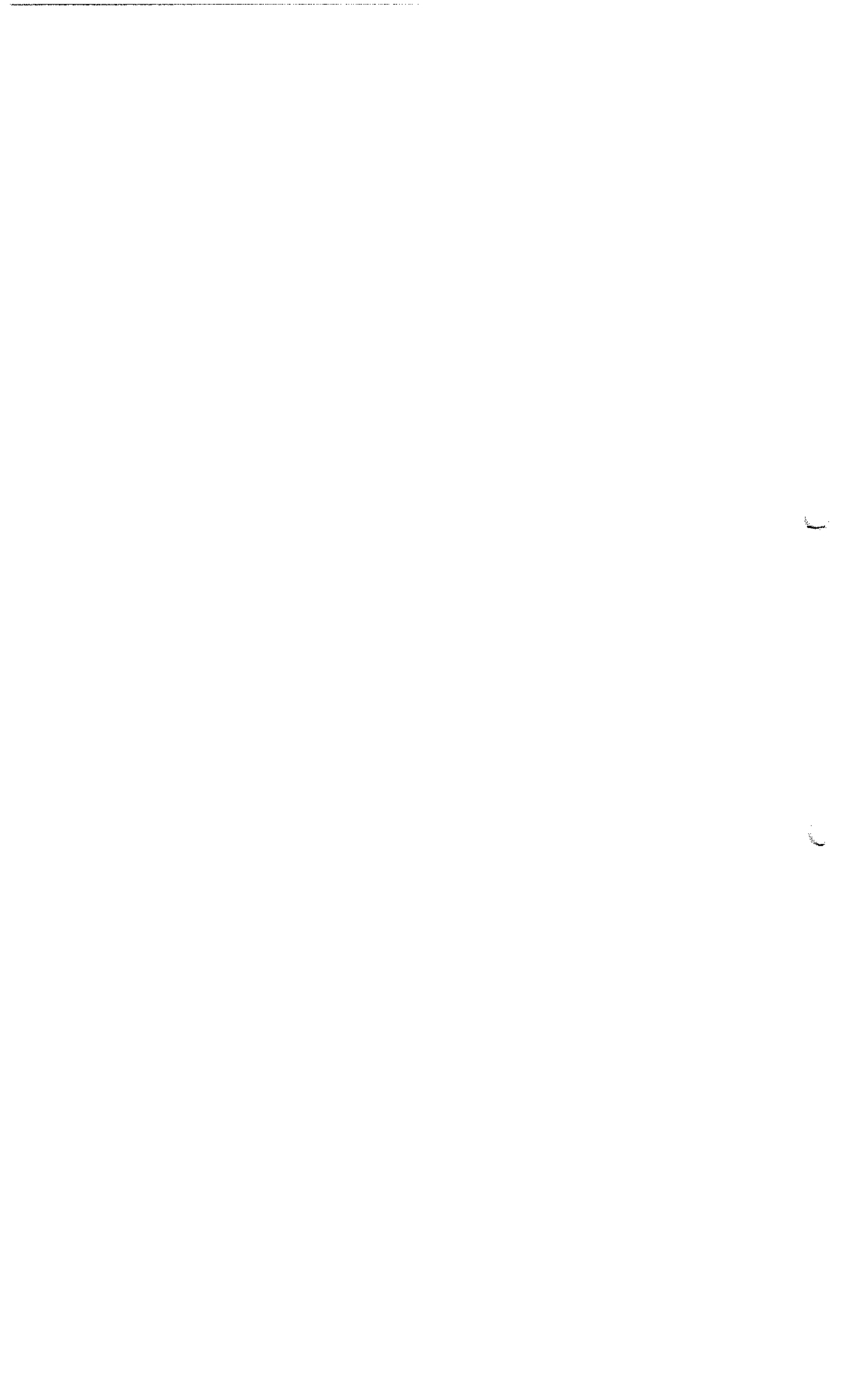
ARCHITECT



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

NORTH





Annexure 6

(Unit and Project Details)

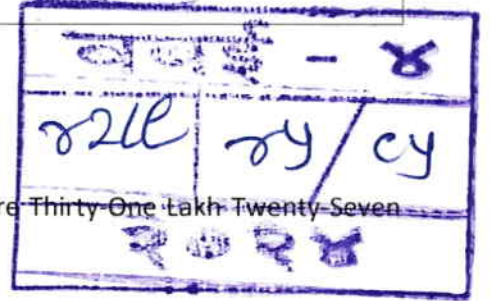
- (I) **CUSTOMER ID** :2240134
- (II) **Correspondence Address of Purchaser:** C-209, Northernexpress Infradeveloper Pvt Ltd Antop Hill Warehousing Complex, Near Dosti acres Wadala East Mumbai 400037 Maharashtra India
- (III) **Email ID of Purchaser:** nitishktripathi@gmail.com
- (IV) **Unit Details:**
- (i) Development/Project : NCP Commercial Tower - Supremus
- (ii) Building Name : NCP Supremus
- (iii) Wing : Supremus
- (iv) Unit No. : Supremus-1105
- (v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	542	50.35
EBVT Area	-	-
Net Area (Carpet Area +EBVT Area)	542	50.35



- (vi) Car Parking Space Allotted: 1

- (V) **Consideration Value (CV):** Rs. 2,31,27,000/- (Rupees Two Crore Thirty One Lakh Twenty Seven Thousand Only)



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

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
1	Booking Amount I	10,00,000	04-02-2024
2	Booking Amount II	13,12,700	04-02-2024
3	Booking Amount III	34,69,050	04-03-2024
4	Within 90 days	1,73,42,937	13-04-2024
5	On date of offer of Possession	2,313	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.

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

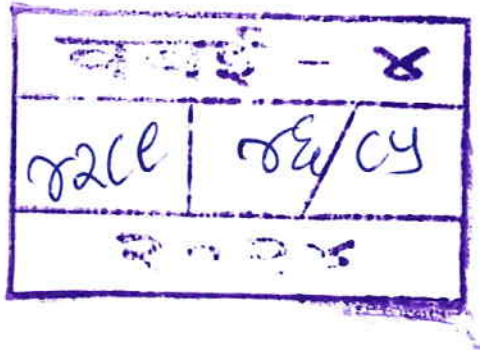
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(VII) **Date of Offer of Possession:** 31-05-2024, subject to additional grace period of 6 Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(VIII) **Project Details:**

- 1) Project Name: NCP Commercial Tower - Supremus
- 2) RERA Registration Number: P51900021485
- 3) No. of Buildings: 1



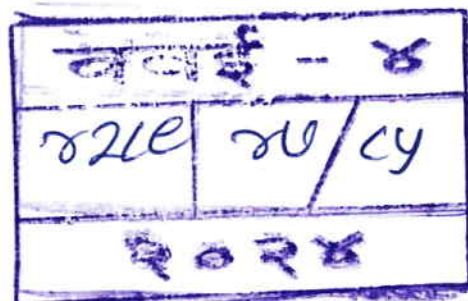
A handwritten signature in blue ink, consisting of a stylized 'X' shape.

Annexure 6A

(Other Amount Payable before DOP)

- (I) **Charges** towards Utility/Infrastructure/Other charges (collectively referred to as ("**Other Charges**") to be paid on/before the Date of Offer of Possession: Rs. 4,65,000/- (Rupees Four lakh Sixty-Five Thousand Only).
- (II) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
1. **BCAM Charges:**
Rs. 1,75,608/- (Rupees One Lakh Seventy-Five Thousand Six Hundred Eight Only) covering period of 18 months from DOP.
 2. **FCAM Charges (if applicable):** Rs. 97,560.00/- (Rupees Ninety-Seven Thousand Five Hundred Sixty Only) covering period of 60 months from DOP.
 3. **Property Tax (Estimated):** Rs. 1,26,828/- (Rupees One Lakh Twenty-Six Thousand Eight Hundred Twenty-Eight Only) covering period of 18 months from DOP.
 4. **Building Protection Deposit:** Undated Cheque of 2,71,000.00/- (Rupees Two Lakh Seventy-One Thousand Only) toward Building Protection deposit which shall be encased only if there is violation of guidelines in respect of excitation of fit out/interior work.

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



2

2

Codename Business Gain

NCP-CT-5

Legal Amenities List

Common Areas

1. Air-conditioned Entrance lobby.
2. Passenger & Service elevator lobbies.
3. Covered Parking in Basement
4. Refuge areas as per norms.

Common Amenities

1. Passenger & Service Elevators, Lift machine rooms & shafts
2. Electric Sub Station & Diesel Generator room.
3. LT Panel & Meter room.
4. Common Sewage Treatment Plant.
5. Water tanks & Pump Room.
6. Fire Sprinkler system in common areas, service areas & Parking floors.
7. Smoke detector system in common areas, service areas & Parking floors.
8. Public address system in common areas, service areas & Parking floors.
9. BMS room.
10. Hi side Air-conditioning.
11. Gated Entry.
12. Landscaped green area.
13. CCTV surveillance for common areas.

Key Amenities for Offices:

1. Provision for Executive Toilet in each office.
2. Common Toilet on each office floor for ladies and gents.



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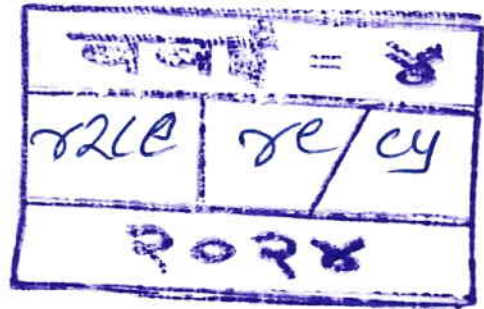
Annexure 8

(Special Conditions)

1. Notwithstanding anything contained herein, this Agreement shall be enforceable subject to the conditions, covenants and stipulations contained in the Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority (MMRDA) 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.

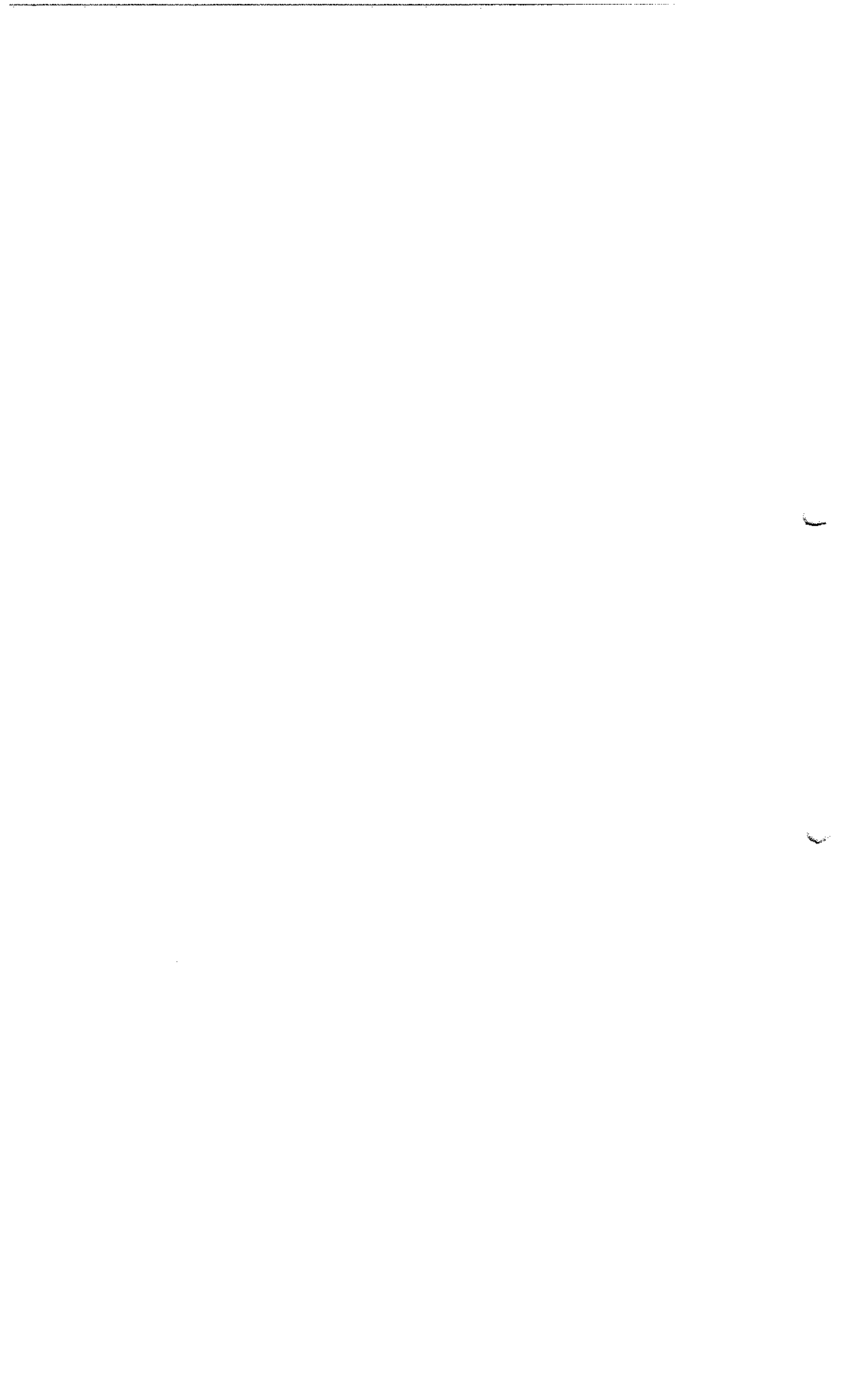
MMRDA fees and charges

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






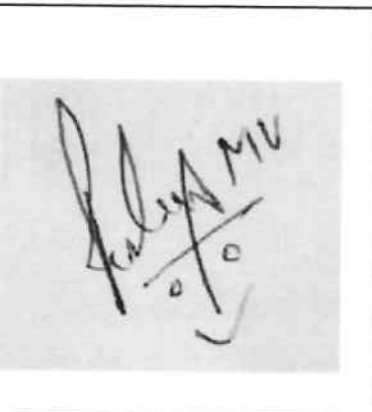

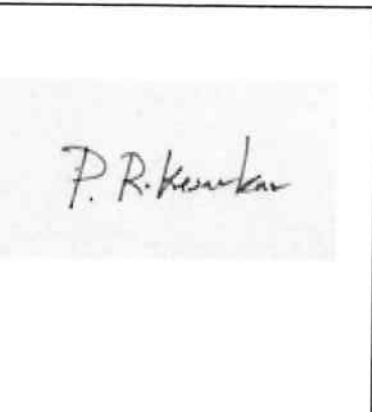
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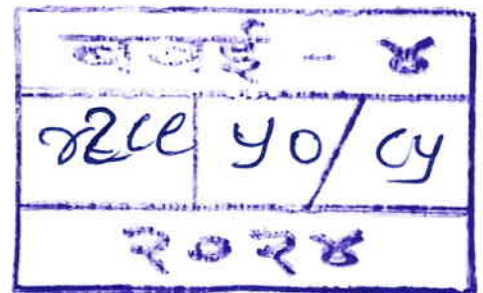


Annexure 9

(Constituted Attorneys for execution and registration of Deed of Cancellation)

Name of Constituted Attorney	Photo	Signature
Surendran Nair		
Rahul Wandekar		
Pandhari Kesarkar		

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PART OCCUPANCY CERTIFICATE

[For Commercial Building CT-5 (Ground (pt) + 16 upper floors (pt) + Terrace (pt)) on Plot bearing Block-C, CS No.8(pt) of Wadala Truck Terminal, Village- Salt Pan, Mumbai City District]

To,

M/s. Macrotech Developers Limited.
412/ Floor -4, 17G Vardhaman Chamber,
Cawasji Road, Homiman Circle,
Fort, Mumbai - 400 001

Sir,

The development work of Partial Commercial Building CT-5 of 'M/s. Macrotech Developers Limited' on Plot bearing Block- C, CS No. 8(pt) of Village -Salt Pan, situated at Wadala Truck Terminal, Mumbai City District, is completed as shown in the drawing (enclosed herewith).

The Built Up Area (BUA) of Commercial Building CT-5 for which the Part Occupancy Certificate is as shown in table following table

Building	BUA as per Commencement Certificate Dt.28/10/2021	BUA for which part OC is now issued
Commercial Building CT-5 (Ground (pt) + 16 upper floors (pt) + Terrace (pt))	14942.78 Sqm.	14942.78 Sqm. (remaining 360.57 Sqm area which is part of Staircase/lift/lift lobby Premium area)

The development work of Commercial Building CT-5 is partially completed under the supervision of Architect, Devyani Khadikar from 'M/s. Spaceage Consultants', (Architect's Registration No CA/1990/13184) and Structural Engineer Mr. Amit Sulekar of 'M/s. Sterling Engineering Consultancy Services Pvt. Ltd.' (License No. BMC Reg No. STR-S/252), which may be occupied on 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.

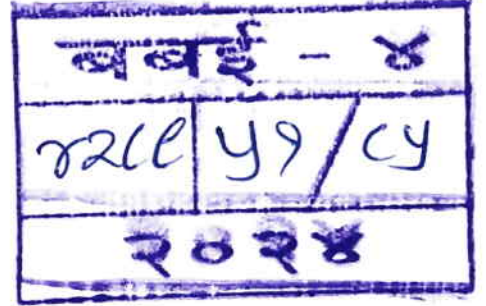
Mumbai Metropolitan Region Development Authority

Bandra Kurla Complex, Bandra East, Mumbai 400 051
T-91 22 2638 3234, EPABX +91 22 2638 0001, 40332, F-91 22 2638 3232 / 3234
<http://mmrda.maharashtra.gov.in>

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 cancelled and appropriate action will be taken against you.

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 obtain NA order and submit the same before applying for the grant of final Occupation Certificate as ensured by the applicant in their letter dated 29/08/2022.
7. The applicant shall comply the conditions mentioned in Amended Commencement Certificate No. T&CP/WTT/Block-C/CC/Vol-XVII/1610/2021 dt.28/10/2021, Amended Commencement Certificate No. T&CP/WTT/Block-C/CC/Vol-XVII/437/2022 dt.18/05/2022.
8. The applicant shall abide with all conditions mentioned in earlier letters from all Statutory Authorities.
9. This Part Occupation Certificate is based on the documents submitted by Architect/Applicant and Architect/Applicant shall be responsible regarding authenticity of the same.
10. 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.
11. The applicant shall comply with the conditions mentioned in the MCGM's Circular No. CHE/27921/DP/Gen, dt.6/01/2014 (in respect of preservation of documents mentioned at sr.no. (a to k) therein) as ensured by the applicant in their undertaking dated 22/08/2022.
12. The applicant shall comply the conditions mentioned in CFO's NOCs dt.18/08/2022.



13. The applicant shall pay the outstanding Lease Premium as and when decided by the Authority on the applicants request of not to charge interest on lease premium of Part-II BUA prior to 26/12/2017 as ensured by the applicant in their letter dated 29/08/2022.
14. The applicant shall abide to the final decision of MMRDA regarding the delay payment for extension in time period for completion of building as ensured by applicant in their undertaking dt.19/09/2019 and their compliance report dated 18/08/2020 for Part OC dated 24/09/2019.
15. The applicant shall be liable to pay 100% Additional Development Charge as per Government Notification dt.21/08/2015 read with Notification dt.01/03/2017 as ensured by applicant in their undertaking dt. 31/07/2019.
16. The applicant shall complete the unfinished internal works before applying for grant of full Occupation Certificate of the Commercial Building CT-5 or before handing over physical possession of premises for habitation to any of the buyer whichever is earlier, as ensured by the applicant in their undertakings dt.26/08/2022 and indemnify MMRDA from any agreement compliance between applicant and third party.
17. The applicant shall obtain and submit license for remaining 04 lifts for Commercial Building CT-5 before requesting for grant of full OC of building u/r OR before giving physical possession to the any office buyers whichever is earlier as ensured by applicant in their undertaking dt.26/08/2022.

A set of certified Part Completion plans (As-Built Drawings No 01/04 to 04/04) is enclosed herewith.

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


Architect
Town Planning Division



Copy for information with set of certified Part completion plans bearing nos. 01/04 to 04/04 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,
Niraj Building, Shrihti Complex,
Mulund Link Road,
Mulund (W), Mumbai - 400 050.





COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted under section 45 of the Maharashtra Regional & Town Planning Act, 1961 (Maharashtra Act No. XXXVII of 1961) to the applicant M/s. Macrotech Developers Ltd. for the proposed development of Commercial Building CT 5...

- 1. The permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
2. The certificate is to be reviewed by the Metropolitan Commissioner, MHRA...

S/E name and office address

S/E name and office address

for any subsequent application for their permission under section 44 of Maharashtra Regional & Town Planning Act, 1961

- 1. Conditions of the certificate shall be binding on any applicant but higher than, subsequent, successors, administrators and assignees & every person deriving title through or under him.
2. The provisions of the proposal which are not conforming to applicable Development Control Regulations and other acts are deemed to be not approved...

S/E name and office address

COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted under section 45 of the Maharashtra Regional & Town Planning Act, 1961 (Maharashtra Act No. XXXVII of 1961) to the applicant M/s. Macrotech Developers Ltd. for the proposed development of Commercial Building CT 5...

- 1. The permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
2. The certificate is to be reviewed by the Metropolitan Commissioner, MHRA...

S/E name and office address

S/E name and office address



AMENDED COMMENCEMENT CERTIFICATE

Permission has been granted under Section 45 of the Maharashtra Regional & Town Planning Act, 1961 (Maharashtra Act No. XXXVII of 1961) to the applicant M/s. Lusha Developers Limited for the proposed development of Commercial Building CT 5...

Table with 5 columns: Building No, Wing, Store/Floors, Commencement certificate issued on, and Total Project area proposed or approved. Includes sub-table for Commencement Certificate Details.

S/E name and office address

S/E name and office address

- 10. The applicant shall obtain all the necessary fire NOC/Intimation Certificate...
11. The applicant shall comply with the conditions of Agreement to Lease...
12. The applicant shall comply with the conditions mentioned in the revised NOC from CPD...

- A. M/s. Macrotech Developer Limited, 412 Floor, 4, 110 Vignanesan Chatterjee, Colaba Road, Mumbai - 400 001.
B. M/s. Sprague Consultants (Architect), Shop No. 15-B-136, Nair's Building, 3rd Floor, Malabar Hill Road, Mumbai - 400 004.

Joint Sub-Registrar, Mumbai City



3. The permission/Consentment Certificate shall not be issued to the applicant to build or add which is not in its existing state or use.
4. The applicant is liable to be assessed by the Metropolitan Commissioner, MMRDA. If the development works in respect of which permission is granted under the Certificate is not carried out to the satisfaction of the Commissioner, the applicant shall not be entitled to the Certificate.
5. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner, MMRDA is complied or is not complied with.
6. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such a case, 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 13 or 14 of the Maharashtra Regional Town Planning Act, 1962.
7. The Consentment Certificate is valid for a period of one year from the date thereof and will have to be renewed thereafter.
8. The Consentment Certificate is renewable every year, but such extended period shall not exceed three years after which it shall issue provided further that such issue shall not be for any subsequent application for permission under section 13 or 14 of the Maharashtra Regional Town Planning Act, 1962.
9. Consents of the authorities shall be binding not only on the applicant but also his/her heirs, successors, transferees, administrators and assigns and every person deriving title through or under him.
10. The conditions in the certificate which are not conforming to applicable Development Control Regulations and other Acts are deemed to be not imposed.
11. No applicant shall get the Certificate of Completion of Work from the concerned authority, engineer and certificate shall be submitted to MMRDA before Occupation Certificate.
12. Any development carried out in contravention of or in violation of the Consentment Certificate is liable to be treated as unauthorized and may be proceeded against under section 13 or 14 of the Maharashtra Regional Town Planning Act, 1962. The applicant and his agents in such cases may be proceeded against under section 13 or 14 of the said Act. It may not be treated as development in respect of a separate plot or a separate plot with independent grant from the file.
13. The applicant shall obtain permission under the provisions of other applicable laws whenever necessary prior to commencement of the construction.
14. The applicant shall obtain an advance connection and commission for water and sewerage and submit same to MMRDA before applying for grant of Occupation Certificate as directed by the Authority in the letter No. 2478/2019.

11. The construction beyond ground level should not be commenced without obtaining Consentment Certificate above ground level from MMRDA and the building should not be occupied without obtaining Occupancy Certificate from MMRDA.
12. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NCC/Clearances such as TIA Clearance, etc.
13. The applicant shall develop BIP areas and submit the required number of trees in the BIP area on the plot or as per the NCCs and obtain the NCC from the Authority of MCOB before applying for grant of Occupancy Certificate.
14. The applicant shall ensure that detention systems are strictly adhering to the B code as mentioned in Maharashtra Fire Service Rules - order No. MS-100212-1099 dt. 19/07/2012.
15. The applicant shall submit the Rain Water Harvesting System as per LDO's Notification No. TPR-12021/2133OR (2001) U.S. 11 dt. 19/03/2005.
16. The applicant shall comply with the conditions mentioned in the MCOB's Circular No. CHS/2781/STP/Gen dt. 26/11/2014 in respect of preservation of documents mentioned at No. 10 to 14 (1) therein. Applicant shall submit Undertaking & indemnity Bond mentioned therein before applying the Occupation Certificate.
17. The applicant shall pay the Building and Other Construction Labour Welfare Cess to the competent Authority and submit a copy of receipt to the office.
18. The applicant shall obtain all the necessary fire NCC/Competition Certificate/compliance relating to water supply, fireproofing, etc. from the Competent Authority and submit the same to MMRDA before applying for Occupation Certificate for the buildings on the land under reference.
19. The applicant shall comply with the conditions of Agreement to Lease dt. 15/08/2011.
20. The applicant shall obtain the revised NCC from Civil Aviation Authority and submit the same to MMRDA for the buildings already constructed before applying for Occupation Certificate.
21. The applicant shall obtain the NCC from Civil Aviation Authority for newly proposed Residential Building A2, Commercial Bldg C71 and submit the same to MMRDA before applying for Occupation Certificate for the buildings as directed by the Authority in their letter dt. 31/07/2019.
22. The applicant shall obtain the revised NCC from District Survey Authority for proposed New Rooms and Electric Substation and submit the same to MMRDA before applying for grant of Occupation Certificate as enclosed Annexure in their letter dt. 19/07/2019.
23. The applicant shall comply with the conditions mentioned in the revised NCC from CPO dt. 01/04/2018.
24. The applicant shall pay the balance lease premium as per the Agreement to Lease dt. MMRDA as enclosed by applicant in their letter dt. 25/10/2019.

38. The requirements of provisions mentioned in the Appendix 'J' of the WTT DCR for disabled persons shall be applicable to the Commercial Building on plot no. 40.
39. The relevant D.C. regulations sanctioned by the Government from time to time are applicable.
41. The applicant shall comply with the conditions mentioned in NCC No. Municipal dt. 26/06/2018 and also obtain and submit revised NCC for Minor for amendments in the West before applying for CC above ground for said buildings as enclosed by Authority in their letter dt. 31/07/2019.
42. The applicant shall obtain NCC for Metro and submit the same before applying for CC above ground for Res. Bldg A2, Comm. Bldg C71 and C72.
43. The applicant shall comply with all the conditions mentioned in Consentment Certificate dt. 12/05/2014 dt. 07/07/2015, 15/10/2015, 26/04/2016, 02/03/2017 dt. 01/09/2017, 30/04/2018 dt. 1/10/2018, 16/01/2019 and 29/05/2019.
44. The applicant shall comply with the conditions mentioned in the Consentment Certificate dt. 10/02/2014 and Part Occupation Certificate dt. 08/06/2017 for Residential Building B-Wing 3 & Wing 4, Building C-Wing 1 & Wing 2.
45. The applicant shall comply with the conditions mentioned in the Part-Occupation Certificate dt. 16/08/2018 and dt. 1/2/2018 for Residential Building D-Wing 1.
46. The applicant shall comply with the conditions mentioned in the Part-Occupation Certificate dt. 4/12/2018 for Residential Building F-Wing 11.
47. The applicant shall indemnify MMRDA from any agreement/contract between applicant and third party for Residential Building A-Wing 1, Wing 2, Residential Building D-Wing 12, Residential Building E-Wing W-Wing 10.
48. The applicant shall abide by the Order issued by Hon'ble High Court regarding WTT Petition No. 2377 of 2018.
49. The applicant shall be liable to pay 10% additional Development Charge as per Government Resolution dt. 21/08/2019 read with Notification dt. 05/09/2019 as enclosed by Authority in their undertaking dt. 31/07/2019.
50. The applicant shall abide by the decision of MMRDA and pay the premium for staircase lifts and elevators etc. along with interest of cost as per the MMRDA's decision as enclosed by applicant in their undertaking dt. 31/07/2019.
51. The CC supersede the earlier CC issued by MMRDA dt. 26/04/2018, 01/10/2018, 16/01/2019 and 29/05/2019.
52. Before commencement of work on site, the developer shall submit an original audit of all the approved drawings, get permission structure design of the newly proposed buildings along with particulars to be drawn approved from DT with respect to damage to any development/structure/building on the adjoining lands etc. and arrangements to be taken by the applicant to the adjoining land due to development carried out on the subject land and shall abide by it. The developer shall keep MMRDA informed at all the time against any such developments etc.

53. Artificial lighting and ventilation proposed to meet lighting and ventilation requirements shall be in accordance with the provisions of Part VII, Building Service Section 1, Lighting and Ventilation, National Building Code.

The Consentment Certificate is issued with the approval of Metropolitan Commissioner


MUMBAI
M.M.R.D.A.

Copy with set of approved drawings bearing nos. 184 to 8484

(i) **M/s. Latha Developers Limited**
 47/2 Floor 4, 112 Veerabhan Chatterjee
 Ganesh Road, Marolli Nagar,
 Fort, Mumbai - 400 001

(ii) **M/s. Space Consultants (Architects)**
 Shop No. 15 B-108,
 Naina Building, Shivaji Complex,
 Mulund Link Road, Mulund (W),
 Mumbai - 400 080

Copy the information and recover w.t. MMRDA & D.D. letter dt. 05/01/2020, with set of approved drawings bearing Nos. 184 to 8484.

The Executive Engineer,
 Bldg. Progress Cell,
 New Municipal Building, Bhagwan Mahal, Chhatrapati Shivaji Maharaj, Marolli Nagar, Fort, Mumbai - 400 001

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25. The applicant shall obtain revised Environmental Clearance for the amendments made in the project and for newly proposed Residential Building A2, Commercial Bldg C71 and Commercial Bldg C72 as enclosed by applicant in their letter dt. 31/07/2019.
26. The applicant shall obtain and submit the revised NCC issued by the High Risk Committee for newly proposed Residential Bldg A2, Commercial Bldg C71 before applying for grant of CC above ground level of said buildings as enclosed by Authority in their letter dt. 31/07/2019.
27. The applicant shall comply with the conditions mentioned in the revised NCC issued by the High Risk Committee dt. 13/04/2019.
28. The applicant shall obtain and submit the Consent to Examine issued by MRCB for newly proposed Residential Bldg A2, Commercial Bldg C71, Commercial Bldg C72 before applying for grant of CC above ground level of said buildings as enclosed by applicant in their letter dt. 31/07/2019.
29. The applicant shall comply with the conditions mentioned in the revised NCC from Chief Eng. (M & E) of MCOB dt. 20/08/2018 and remarks of M & E Consultant dt. 20/07/2019.
30. The applicant shall comply with the conditions mentioned in the remarks given by Traffic Consultant dt. 31/07/2019.
31. The applicant shall abide with the decision taken by Authority on delay payment for extension in time period for completion of building, as requested by applicant in their letter dt. 16/07/2019 and 23/07/2019.
32. The applicant shall obtain the NCC from Heat Control Officer, PWD of MCOB on extending plot and submit the same to MMRDA as enclosed by the Authority in its letter dt. 31/07/2019.
33. The applicant shall provide the Solar Assisted Water Heating System as per Regulation No. 21 dt. 05/11/2014.
34. The applicant shall obtain NA order and submit the same before applying for grant of Occupation Certificate.
35. The applicant shall get the post occupation verified or confirmed by Land Use Cell of MMRDA before applying for grant of Occupation Certificate.
36. The applicant shall inform the post-occupation installation as and when the same are approved and issued with permitted CI.
37. The applicant shall take weekly the concrete with at least 15% fly ash for construction work as per the Regulation No. 16 dt. 07/11/2014 dt. 07/11/2014.
38. The applicant shall adhere to all terms and conditions and requirements of LDO's Order No. TPR-12021/2133OR (2001) U.S. 11 dt. 19/03/2005 & MCOB's Circular No. CHS/2781/STP/Gen dt. 12/05/2014 in respect of the substitute uses permitted in the consentment.

ESP NO. 556 OF 2017
AND
ESP NO. 557 OF 2017

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
MUMBAI BENCH**

BELLISSIMO CROWN BUILDMART PRIVATE LIMITED
 AND
LODHA DEVELOPERS PRIVATE LIMITED

Petitioner / Transferee Company
 AND
 Petitioner / Transferee Company

In the matter of the Company No. 2017
 AND
 In the matter of Section 230 (3) 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 / Transferee Company and Lodha Developers Private Limited / Transferee Company and their respective shareholders and creditors.

Agreement entered into on 07 January, 2018


 B.K.V. Prakash Kumar, Member (I)
 Vice-Chairman, National Company Law Tribunal

For the Petitioner(s):
 Mr. Harman Singh (S-Verma) Srivastava & Co.
 Mr. S. Ramakrishna, Joint Director in Charge of Regional Offices
 Mr. Puneet Nishank, Assistant Registrar of Companies, Mumbai

ORDER

1. Heard the learned counsel for the Petitioner Companies, New Corporate Director (NCD) to appear the Scheme as a transferee company made in the Petition.
2. The sanction of the Tribunal is sought under section 230 to 232 of the Companies Act, 2013, in the Scheme of Amalgamation between Bellissimo Crown Buildmart Private Limited and Lodha Developers Private Limited.

ESP NO. 556 OF 2017
AND
ESP NO. 557 OF 2017

- The difference between the share capital of the Transferee Company and Transferee Company shall be adjusted to the reserves, in the permissible Accounting Part II Clause 6.1 of the Scheme as per the following:
8. In so far as observations made in paragraph IV (a) of the Report of Regional Director is concerned, the Petitioner Companies through its Chartered accountants (CA) in addition to compliance of IND AS - 103, the Transferee Company shall (i) such accounting entries which are necessary in connection with the Scheme in compliance with other applicable Accounting Standards such as AS-1 (IND AS - 1) as may be applicable.
 10. In so far as observations made in paragraph IV (b) of the Report of Regional Director is concerned, the Petitioner Companies through its Chartered accountants (CA) the Transferee Company have served notices to Subscribers on the records of the said companies.
 11. In so far as observations made in paragraph IV (c) of the Report of Regional Director is concerned, the Transferee Company through its Chartered accountants (CA) in compliance with all applicable provisions of the Income Tax Act, 1961 and all its assets relating to the Scheme will be set and accounted in accordance with law.
 12. In so far as observations made in paragraph IV (d) of the Report of Regional Director is concerned, the Petitioner Companies through its Chartered accountants (CA) the Transferee Company and the Transferee Company have served notices to the Subscribers on the records of the said companies.
 13. 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 any part by the Transferee Company on their Authorized Share Capital in accordance with the provision of Section 232(1)(b) of the Companies Act, 2013.
 14. In so far as observations made in paragraph IV (f) of the Report of Regional Director is concerned, the Transferee Company through its Chartered accountants (CA) in compliance with all applicable provisions of the Income Tax Act, 1961 and all its assets relating to the Scheme will be set and accounted in accordance with law.



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

(i) In compliance of clause 6(A) (IND AS 103) of the Transferee Company shall be compliance with other applicable Accounting Standards such as AS-1 (IND AS - 1) as may be applicable.

(ii) In compliance of clause 6(B) of the Scheme, the Petitioner Companies are required to serve notices to Subscribers on the records of the said companies.

(iii) In compliance of clause 6(C) of the Scheme, the Petitioner Companies are required to set-off any part by the Transferee Company on their Authorized Share Capital in accordance with the provision of Section 232(1)(b) of the Companies Act, 2013.

(iv) In compliance of clause 6(D) of the Scheme, the Petitioner Companies through its Chartered accountants (CA) the Transferee Company and the Transferee Company have served notices to the Subscribers on the records of the said companies.

(v) In compliance of clause 6(E) of the Scheme, the Transferee Company may be allowed to set-off any part by the Transferee Company on their Authorized Share Capital in accordance with the provision of Section 232(1)(b) of the Companies Act, 2013.

(vi) In compliance of clause 6(F) of the Scheme, the Transferee Company through its Chartered accountants (CA) in compliance with all applicable provisions of the Income Tax Act, 1961 and all its assets relating to the Scheme will be set and accounted in accordance with law.

(vii) In compliance of clause 6(G) of the Scheme, the Transferee Company through its Chartered accountants (CA) the Transferee Company and the Transferee Company have served notices to the Subscribers on the records of the said companies.

(viii) In compliance of clause 6(H) of the Scheme, the Transferee Company through its Chartered accountants (CA) the Transferee Company and the Transferee Company have served notices to the Subscribers on the records of the said companies.

- Private Limited and Lodha Developers Private Limited and their shareholders and creditors.
- Learned Counsel for the Petitioner Companies state that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Affidavit, the Regional Director has observed that:
1. The proposed Scheme of Amalgamation will be in the interest of the Transferee Companies.
2. To make better realization of potential of the Transferee Companies and enhance value creation for the companies and their shareholders, employees and creditors.
3. Reducing operational and compliance cost.
4. Achieving operational and management efficiency.
5. Streamline existing and future business, such as the value of the combined business to capitalise on future growth opportunities and utilization of resources.
6. The Petitioner Companies have approved the said Scheme by passing the resolutions which are enclosed to the Company Scheme Petition.
7. The Learned Counsel for the Petitioner Companies further state that, the Transferee Companies have complied with all the directions issued in Company Scheme Petition and that the Company Scheme Petition has been filed in accordance with the orders passed in Company Scheme for Directors.
8. The Learned Counsel for the Petitioner Companies further state that the Petitioner Companies have complied with all requirements as per the provisions of the Companies Act, 2013 and they have filed necessary Affidavits of compliance in the National Company Law Tribunal through their Counsel and taken to compliance with all statutory requirements, if any, as required under the Companies Act, 2013 and the rules made there under where applicable. The said Affidavits are enclosed.
9. The Regional Director has filed an Report dated 17 January 2017 in which he has observed that the Scheme is not prejudicial to the interest of shareholders and public. In paragraph IV of the said Affidavit, the Regional Director has observed that:

SCHEME OF AMALGAMATION

**OF
HELLESIMO CROWN BUILDMART PRIVATE LIMITED
WITH
LODHA DEVELOPERS PRIVATE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS**

(Under sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and rules framed thereunder)

1. PREAMBLE

The Scheme of Amalgamation ("Scheme") is presented under Sections 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013, and the rules and regulations made thereunder, for amalgamation of Hellesimo Crown Buildmart Private Limited ("BCBPL") with Lodha Developers Private Limited ("LDPL").

2. RATIONALE OF THE SCHEME

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

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

3. PARTS OF THE SCHEME

This Scheme of Amalgamation is divided into the following parts:

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:

Authorized Capital	
30,00,40,440 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	108,18,00,000
2,00,00,000 Zero Coupon Optionally Convertible Redeemable Preference Shares of Rs.5 each, fully paid up	10,00,00,000
TOTAL	118,18,00,000

Subsequent to 11th 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 authorized, issued, subscribed and paid-up share capital of the Transferor Company is as under:

Subsequent to 11th 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 authorized, issued, subscribed and paid-up share capital of the Transferor Company is as under:

Authorized Capital	
30,10,20,440 Equity Shares of Rs. 5 each	1,50,51,02,200
2,10,00,000 Preference Shares of Rs. 5 each	10,53,00,000
TOTAL	1,61,04,02,200
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 Transferor Company till the date of filing this Scheme.

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

Particulars	Amount in (Rs)
Authorized Capital	
10,000 equity shares of Rs. 10 each	1,00,000
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 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 Transferor Company.

- The observations made by the Regional Director have been explained by the Promoter Companies in paragraphs 9 to 14 above. The explanations and clarifications given by the Promoter Companies are hereby accepted.
- The Official Liquidator has filed his report stating 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.
- From the returns on record, the Scheme appears to be fair and reasonable and in accordance with the provisions of law and is not contrary to public policy. None of the parties concerned have come forward to oppose the Scheme.
- None of 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 Promoter Companies are made absolute in terms of order dated 03 of the respective Petitions.
- The Promoter Companies in lodge a copy of this order and the Scheme shall be submitted by the Deputy Director, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendents of Banks for the purpose of acquisition or stamp duty payable, if any, on the same within 60 days from the date of receipt of the order.
- Promoter 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 a form INC 28 in addition to the physical copy, within 30 days from the date of receipt of the order by the Registrar.
- The Promoter Companies to pay costs of Rs. 25,000/- each to the Regional Director, Western Region, Mumbai. The Promoter Companies in Company Scheme Petition No. 956 & 957 of 2017 to pay costs 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.
- All authorities concerned as set on a copy of this order along with Scheme shall be submitted by the Deputy Director, National Company Law Tribunal, Mumbai Bench.

Sd/-
V. Narayanasamy, Member (T)
4.1.2018

Sd/-
B.S.V. Prakash Kumar, Member (2)
4.1.2018

18. "Effective Date" means last of the date on which the certified copies of the order 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 Transferor 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.

19. "NCLT" or "Tribunal" means the Hon'ble National Company Law Tribunal, Mumbai Bench having jurisdiction in relation to the Transferor Company and Transferor 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.

20. "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in its present form or with any modification(s) made under Clause 1) of this Scheme as approved or deemed by the National Company Law Tribunal.

21. "Transferor Company" or "BCBPL" means Hellesimo Crown Buildmart Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 412, Floor - 4, 170, Vardhman Chamber Courtway Park Road, Horanagar Circle, Fort, Mumbai - 400 001

22. "Transferor Company" or "LDPL" means Lodha Developers Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 412, Floor - 4, 170, Vardhman Chamber Courtway Park Road, Horanagar 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 which

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

4.10. The provisions of this Scheme as they relate to the merger of the Transferor Company into Transferor Company, have been drawn up to comply with the conditions relating to "amalgamation" as defined under Section 2(i)(b) 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(i)(b) of the Income tax Act, 1961. Such modification will, however, not affect any part of the Scheme.

4.11. Upon the Scheme being sanctioned and taking effect, the Transferor Company shall be entitled to operate all bank accounts related to the Transferor Company and all cheques, drafts, pay orders, direct and indirect tax bills and/or payment advices of any kind or description issued by the Transferor Company, either before or after the Appointed Date, shall continue to be deposited with the Bank of the Transferor Company and any cheques drawn thereunder will be given in the accounts of the Transferor Company.

5. NO ISSUE OF SHARES BY THE TRANSFEREE COMPANY

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

6. ACCOUNTING TREATMENT

Subsequent to 11th 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 authorized, issued, subscribed and paid-up share capital of the Transferor Company is as under:

Authorized 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 Transferor 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 230 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, notice or thing, stand transferred to and vest in and/or deemed to be transferred to and vested in the Transferor Company so as to become the properties and liabilities of the Transferor Company in accordance with the provisions of Section 2(17) of the Income Tax Act, 1961.

Sd/-
V. Narayanasamy, Member (T)
4.1.2018

Sd/-
B.S.V. Prakash Kumar, Member (2)
4.1.2018

Handwritten signature and stamp: "22/04/18" and "2018".

Stamp: "THE JOINT SUB-REGISTRAR, WESTERN REGION, MUMBAI".

Sd/-
V. Narayanasamy, Member (T)
4.1.2018

Sd/-
B.S.V. Prakash Kumar, Member (2)
4.1.2018

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 Transferor Company.

6.1. All the assets, liabilities and reserves in the books of the Transferor Company shall stand transferred to and vested in the Transferor Company pursuant to the Scheme shall be received by the Transferor Company at their carrying amount as appearing in the books of the Transferor Company.

6.2. The 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 the authorized share capital of the Transferor Company shall be adjusted in the reserves.

6.4. In the event of any differences in the accounting policies between the Transferor Company and the Transferor Company, the impact of the same till the Appointed Date of amalgamation will be quantified and adjusted in the reserves of the Transferor Company to ensure that the financial statements of the Transferor Company reflect the true financial position on the basis of the accounting policies.

AGGREGATION OF AUTHORISED SHARE CAPITAL

Upon the 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 Transferor Company and shall be reclassified as authorized of equity shares of Rs. 5 each without any further act, instrument or

Sd/-
V. Narayanasamy, Member (T)
4.1.2018

Sd/-
B.S.V. Prakash Kumar, Member (2)
4.1.2018

done 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 authorized 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 authorized share capital of the Transferee Company shall be nullified and applied to the increased authorized share capital of the Transferee Company and no payment of any extra stamp duty and/or fee shall be payable by the Transferee Company for increase in the authorized share capital to that extent.

22. Consequently upon the amalgamation, the Authorized Share Capital of the Transferee Company will be amended/interimified 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 in the Scheme shall be deemed to be sufficient for the purposes of effecting the 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 authorized share capital of any Transferee 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 authorized share capital.

LEGAL PROCEEDINGS

8.1. All legal proceedings of whatsoever nature by or against the Transferee 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 continue 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 Transferee 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 Transferee 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 Transferee Company.

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 Transferee Company is a party or to the benefit of which the Transferee 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 Transferee Company, the Transferee Company had been a party or beneficiary or obligee therein or thereunto.

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 accounts, permits, licenses, certificates, clearances, authorizations, power of attorney given by, issued to or executed in favor of the Transferee Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favor of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same.

all files, papers, records engineering and catalogues, data compilations, sales / advertisement materials and former customers (prior information) suppliers (credit information) other records whether in physical, electronic form in whatsoever relating to the Transferee Company and other claims and powers, of whatsoever nature and whatsoever situated belonging to or in the possession or or granted in favor of or enjoyed by the Transferee 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 or 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 Transferee Company therein.

4.3. With effect from the Appointed Date and upon the business becoming effective, any statutory licenses, permissions, approvals, permits or consents to carry on the respective operations and business of the Transferee Company (SAC) 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 favor of the Transferee Company. The benefits of all statutory and regulatory permissions, factory licenses, environmental approvals and consents, sales tax, service tax, excise registrations, CGST, IGST, GST or other licenses and consents shall vest in and shall be in full force and effect against or in favor of the Transferee Company and may be enforced as fully and effectually as if issued of the Transferee Company, the Transferee Company had been the party therein 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

vested in or transferred to the Transferee 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 Transferee 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, instrument 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 debts, liabilities (including contingent liabilities), duties and obligations of the Transferee Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferee Company, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been in and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferee 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, instrument or thing 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.

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 Transferee Company is 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 Transferee Company and to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferee Company.

TREATMENT OF STAFF, WORKMEN AND EMPLOYEES

10.1. On the Scheme becoming effective, all staff, workmen and employees of the Transferee 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 agrees that for the purpose of payment of any retirement benefits / compensation, such immediate interrupted past services with the Transferee 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 trust created or existing for the benefit of staff, workmen and employees of the Transferee Company shall be identified, determined and transferred to the respective Trusts / Funds of the Transferee Company.

4.2. With effect from the Appointed Date, the whole of the respective undertakings of the Transferee Company, as a going concern, including its business, all acquired and unacquired debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, wherever 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, fund assets, work in progress, current assets, investments, reserves, provisions, funds, licenses, registrations, copyrights, patents, trademarks and other rights and interests in respect thereof, applications for copyrights, patents, trademarks, leases, licenses, literary rights, permits, ownership rights, lease purchase and lease arrangements, leasing arrangements, joint venture agreements, benefits of security arrangements, computers, office equipment, telephones, telefax, facsimile machines, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, power, authorizations, permits, approvals, consents, privileges, liberties, advantages, concessions and all rights, title, interest, goodwill, benefits and advantages, 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 unutilized MODVAT/CENVAT/Service tax credit, unutilized 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 composition rate ("GST Composition Rate") etc.; software licenses, domains / website etc.

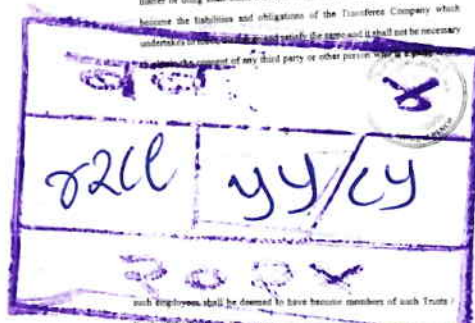
contract or arrangement by virtue of which such loans and liabilities have arisen in order to give effect to the provisions of this Clause.

4.6. All the assets and properties which are acquired by the Transferee 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 of the Act and all other applicable provisions of 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 the Scheme pursuant to the provisions of Sections 230-232 of the Act.

4.7. Loans, advances and other obligations if any, due in which may at any time in future become due between the Transferee 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 Transferee Company as aforesaid shall be subject to the existing mortgages, charges, mortgages and other encumbrances if any, subsisting over or in respect of the property and assets or any part thereof in the assets such as securities, charges, mortgages, encumbrances are created to secure the liabilities forming part of the Transferee 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 Transferee Company and the Transferee Company shall not be obliged to create or provide any further or additional security thereafter after the Effective Date or otherwise.

4.9. Without prejudice to the provisions of the foregoing clause and upon the effectiveness of this Scheme, the Transferee 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



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

CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

With effect from the Appointed Date to the Effective Date:

11.1. The Transferee 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 in any part thereof save and except in such case:

- a) if the same is its ordinary course of business as carried on by it as on the date of filing this Scheme with the Tribunal, or
- b) if the same is expressly permitted by this Scheme, or
- c) if the prior written consent of the Board of Directors of the Transferee Company has been obtained.

11.2. The Transferee Company shall carry on its business and operations in all business and activities and shall stand responsible for the same, after the Effective Date and in and on account of, and for the benefit of the Transferee Company.

11.3. All profits and such amounts to or from any business or operation (including but not limited to the business of the Transferee Company) shall be for the purposes, be treated as the profits and income of the Transferee Company.

TREATMENT OF TAXES

12.1. Any tax liabilities under the Income Tax Act, 1961, the Income Tax Act, 1922, the Income Tax Act, 1954, the Income Tax Act, 1957, the Income Tax Act, 2002, Central Sales Tax Act, 1956, any other law relating to Income Tax, Goods and Services Tax, Central Goods and Services Tax, State Goods and Services Tax, Maharashtra Goods and Services Tax Act, 2017 and any other law relating to

Services Tax Act, 2017, The Goods and Services Tax (Compensation to States) Act, 2017, Stamp Law or other applicable laws, regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes (direct or indirect) allocable or related to the business of the Transferee Company to the extent not provided for or covered by tax provisions 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 Composition Rate, value added tax ("VAT"), etc.) paid or payable by the Transferee 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, 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 Composition Rate, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferee Company in respect of the profits or activities or operations of the business on and from the Appointed Date. The same shall be deemed to be the corresponding sum paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly, as if the same were paid under the Tax Laws due to the Transferee Company consequent to the payments made on the Transferee Company and for which no credit is available in the accounts as on the date immediately preceding the Appointed Date and also being to not be received by the Transferee Company.

Without prejudice to the generality of the above, all benefits including under the Income Tax Act, 1961, the Income Tax Act, 1922, the Income Tax Act, 1954, the Income Tax Act, 1957, the Income Tax Act, 2002, Central Sales Tax Act, 1956, any other law relating to Income Tax, Goods and Services Tax, Central Goods and Services Tax, State Goods and Services Tax, Maharashtra Goods and Services Tax Act, 2017 and any other law relating to

shall be available to and vest in the Transferee Company.

11. SAVING OF CONCLUDED TRANSACTIONS

13.1 The transfer and vesting of the assets, liabilities and obligations pertaining to the Transferee Company, pursuant to this Scheme, and the continuation of the proceedings by or against the Transferee Company under Clause 8 hereof shall not affect any transactions or proceedings already completed by the Transferor Company, on and after the Appointed Date to the end and intent that the Transferee Company assumes 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/or 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, as so 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 230-232 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 amend, on behalf of all persons concerned, in any modifications or amendments of the Scheme or to any conditions...

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 authorized 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 majority 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 in conformity 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 to any rights under facilities which might have...

which or account payment demands and other such be provided and to provisions or orders not to be specifically provided in the Scheme or otherwise stated in law. Each party shall bear its own expenses and charges and expenses for and on its behalf in connection with the Scheme.

19. COSTS, CHARGES & EXPENSES

All costs, charges, fees including stamp, court and other expenses of any nature in connection with the Scheme, including the cost of implementing the Scheme and Stationery and other expenses, shall be borne by the Transferee Company.

20. MISCELLANEOUS

If any part of this Scheme is void, voidable or inoperative in whole or in part, the remainder shall survive and be enforceable. The validity of the Scheme shall not be affected by the invalidity of any part thereof. The Scheme shall remain in force until the completion of all the matters contemplated hereunder. The Scheme shall remain in force until the completion of all the matters contemplated hereunder. The Scheme shall remain in force until the completion of all the matters contemplated hereunder.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

MUMBAI BENCH

CSP NO. 854 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 Arrangement in respect of Lodia Developers Private Limited (Transferor Company) and Lodia Developers Private Limited (Transferee Company) and their respective shareholders (Scheme).

Lodia Developers Private Limited, Transferor Company

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

HEMANT SETHI & CO. ADVOCATES IN PETITIONER 8938224453

Certificate of Incorporation consequent upon conversion to Public Limited Company



Corporate Identity Number: U40300MH1995PLC003011

Post-Certificate of Incorporation consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty fifth day of September 1995 pursuant to the limited liability law under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an application made for conversion into Public Limited Company under Section 19 of the Companies Act, 2013 and approval of Central Government signed in writing having been accorded Pursuant to the Act, Mumbai vide order U40300MH1995PLC003011 dated 14.01.2018 the name of the said company is this day changed to LODHA DEVELOPERS LIMITED.

Given under my hand at Mumbai this Fourteenth day of March Two thousand eighteenth.

V. SASTRIAN Registrar of Companies MUM, Mumbai

Working Address as per record available in Registrar of Companies office: LODHA DEVELOPERS LIMITED, 412, Floor-4, 170 Veerharam Chaudhari, Chawli Near Road, Fortmaner Circle, Fort, Mumbai, Maharashtra, India - 400011



GOVERNMENT OF INDIA, MINISTRY OF CORPORATE AFFAIRS, Office of the Registrar of Companies, Fortmaner, 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): U40300MH1995PLC003011

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 eighteenth.

V. SASTRIAN Registrar of Companies MUM, Mumbai

Working Address as per record available in Registrar of Companies office: MACROTECH DEVELOPERS LIMITED, 412, Floor-4, 170 Veerharam Chaudhari, Chawli Near Road, Fortmaner Circle, Fort, Mumbai, Maharashtra, India - 400011

Handwritten stamp: लोडई - ४, ४२२२, ५६/८५, २०२४





Certificate of Incorporation Consequent upon conversion to Public Limited Company



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U45200MH1995PLC093041

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty fifth day of September One thousand nine hundred ninety-five under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Mumbai vide SRN G78966165 dated 14.03.2018 the name of the said company is this day changed to LODHA DEVELOPERS LIMITED.

Given under my hand at Mumbai this Fourteenth day of March Two thousand eighteen.

DS MINISTRY OF
CORPORATE
AFFAIRS 23

V T SAJEEVAN

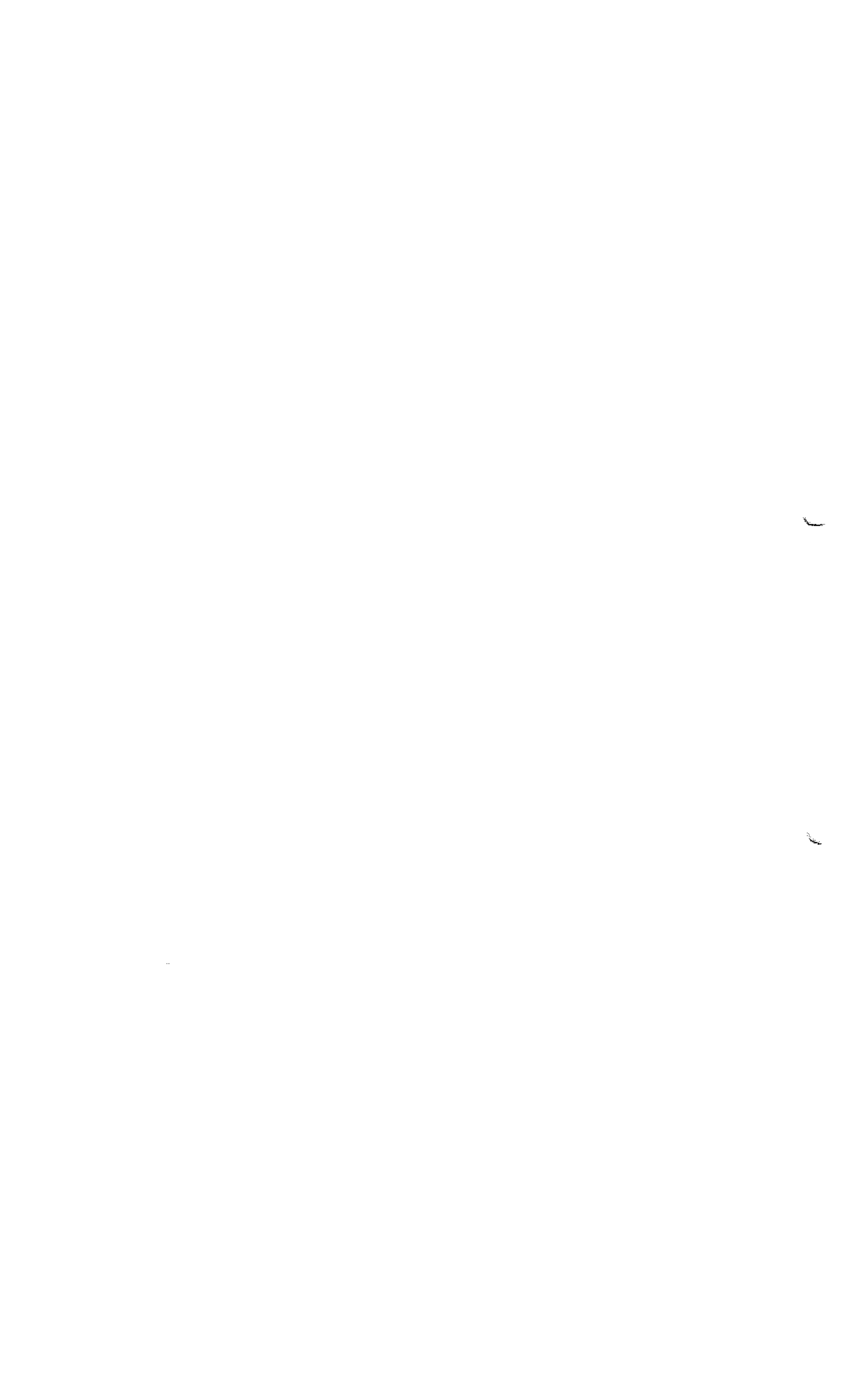
Registrar of Companies

RoC - Mumbai

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

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







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.

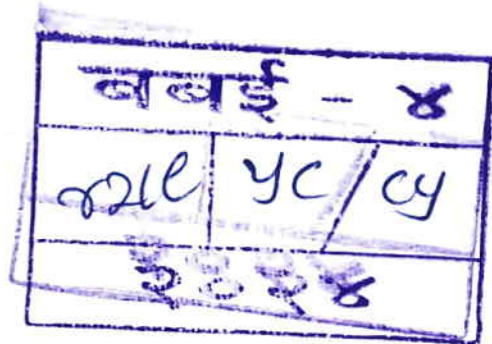
DS Ministry
of Corporate
Affairs 23

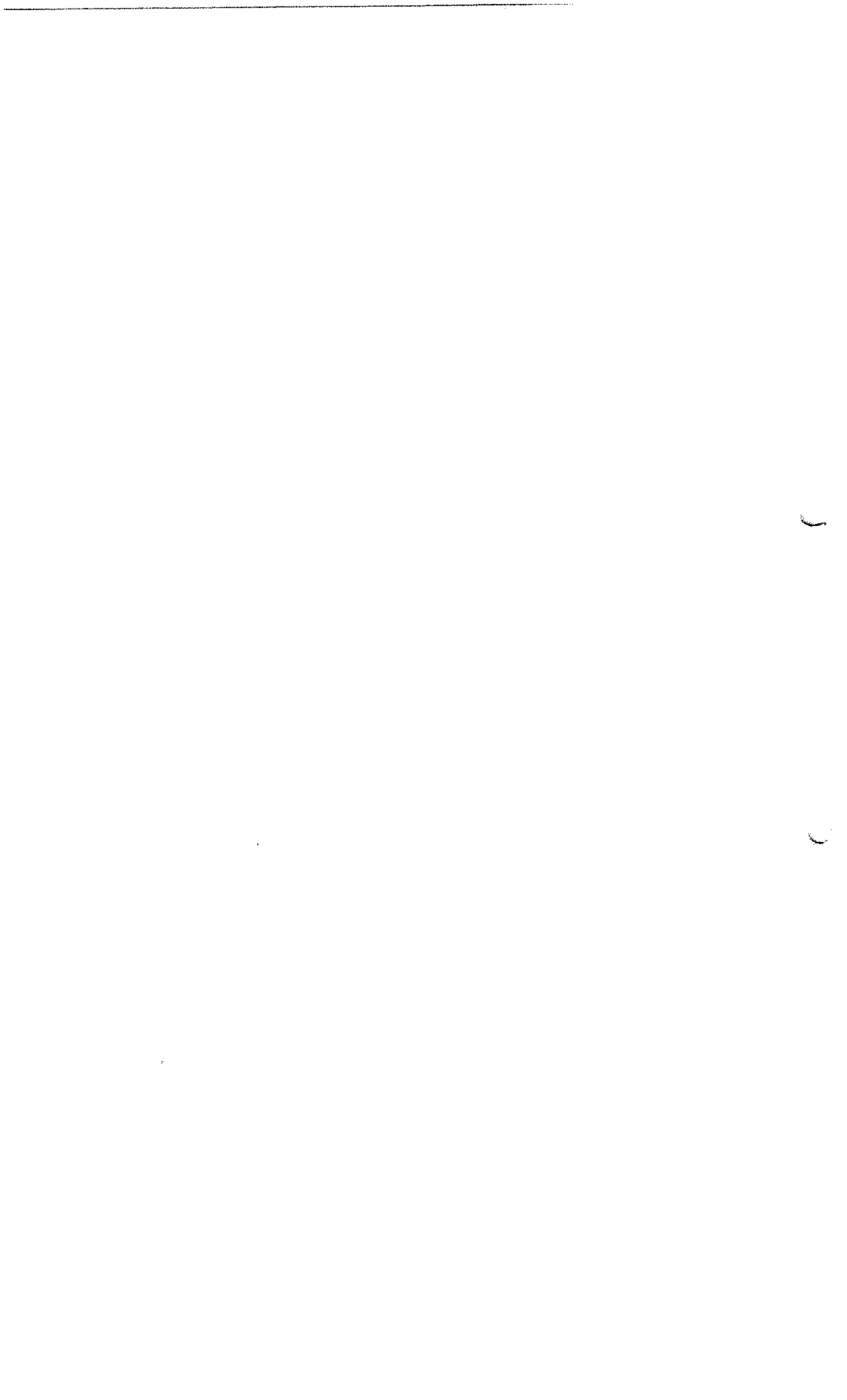
V T SAJEEVAN

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



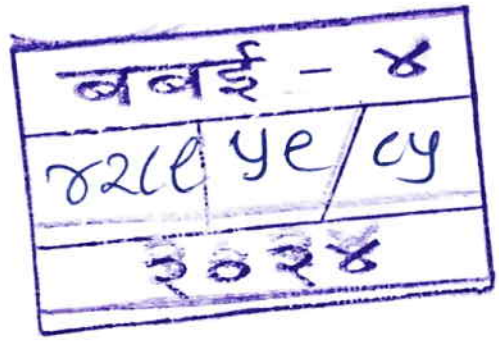


WELLSIMCO DOWN BULKMARKET PRIVATE LIMITED
AND
LOBHA DEVELOPERS PRIVATE LIMITED

Respondent 1
Respondent 2
In the matter of the Companies Act, 2013
AND
In the matter of Section 110(1)(c) of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.
AND
In the matter of Orders of Adjudicators (Wellsimco Down Bulkmarket Private Limited) and (Lobha Developers Private Limited) in the matter of the Companies Act, 2013.

Applicant/Plaintiff
M/S. B.S. Prasad & Associates
M/S. Natarajprasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates

ORDER
I read the pleadings and the evidence on file and find that the Applicant/Plaintiff has established its case against the Respondent 1 and Respondent 2. The Respondent 1 and Respondent 2 are liable to pay the amount of Rs. 10,00,00,000/- to the Applicant/Plaintiff.



WELLSIMCO DOWN BULKMARKET PRIVATE LIMITED
AND
LOBHA DEVELOPERS PRIVATE LIMITED

Respondent 1
Respondent 2
In the matter of the Companies Act, 2013
AND
In the matter of Section 110(1)(c) of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.
AND
In the matter of Orders of Adjudicators (Wellsimco Down Bulkmarket Private Limited) and (Lobha Developers Private Limited) in the matter of the Companies Act, 2013.

Applicant/Plaintiff
M/S. B.S. Prasad & Associates
M/S. Natarajprasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates

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AND
LOBHA DEVELOPERS PRIVATE LIMITED

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AND
In the matter of Orders of Adjudicators (Wellsimco Down Bulkmarket Private Limited) and (Lobha Developers Private Limited) in the matter of the Companies Act, 2013.

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M/S. Natarajprasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates

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AND
LOBHA DEVELOPERS PRIVATE LIMITED

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Respondent 2
In the matter of the Companies Act, 2013
AND
In the matter of Section 110(1)(c) of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.
AND
In the matter of Orders of Adjudicators (Wellsimco Down Bulkmarket Private Limited) and (Lobha Developers Private Limited) in the matter of the Companies Act, 2013.

Applicant/Plaintiff
M/S. B.S. Prasad & Associates
M/S. Natarajprasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates

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WELLSIMCO DOWN BULKMARKET PRIVATE LIMITED
AND
LOBHA DEVELOPERS PRIVATE LIMITED

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Respondent 2
In the matter of the Companies Act, 2013
AND
In the matter of Section 110(1)(c) of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.
AND
In the matter of Orders of Adjudicators (Wellsimco Down Bulkmarket Private Limited) and (Lobha Developers Private Limited) in the matter of the Companies Act, 2013.

Applicant/Plaintiff
M/S. B.S. Prasad & Associates
M/S. Natarajprasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates

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WELLSIMCO DOWN BULKMARKET PRIVATE LIMITED
AND
LOBHA DEVELOPERS PRIVATE LIMITED

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Respondent 2
In the matter of the Companies Act, 2013
AND
In the matter of Section 110(1)(c) of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013.
AND
In the matter of Orders of Adjudicators (Wellsimco Down Bulkmarket Private Limited) and (Lobha Developers Private Limited) in the matter of the Companies Act, 2013.

Applicant/Plaintiff
M/S. B.S. Prasad & Associates
M/S. Natarajprasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates
M/S. Prasad & Associates

ORDER
I read the pleadings and the evidence on file and find that the Applicant/Plaintiff has established its case against the Respondent 1 and Respondent 2. The Respondent 1 and Respondent 2 are liable to pay the amount of Rs. 10,00,00,000/- to the Applicant/Plaintiff.

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

MUMBAI BENCH

COMPANY CASE NO. 107

In the matter of M/s. [Name of Company]

vs. [Name of Opponent]

Application for [Type of Application]

under Section 107 of the Companies Act, 2013

and Section 109 of the Companies Act, 2013

Read with Section 108 of the Companies Act, 2013

and Section 109 of the Companies Act, 2013

and Section 107 of the Companies Act, 2013

and Section 109 of the Companies Act, 2013

and Section 107 of the Companies Act, 2013

and Section 109 of the Companies Act, 2013

and Section 107 of the Companies Act, 2013

and Section 109 of the Companies Act, 2013

By

for

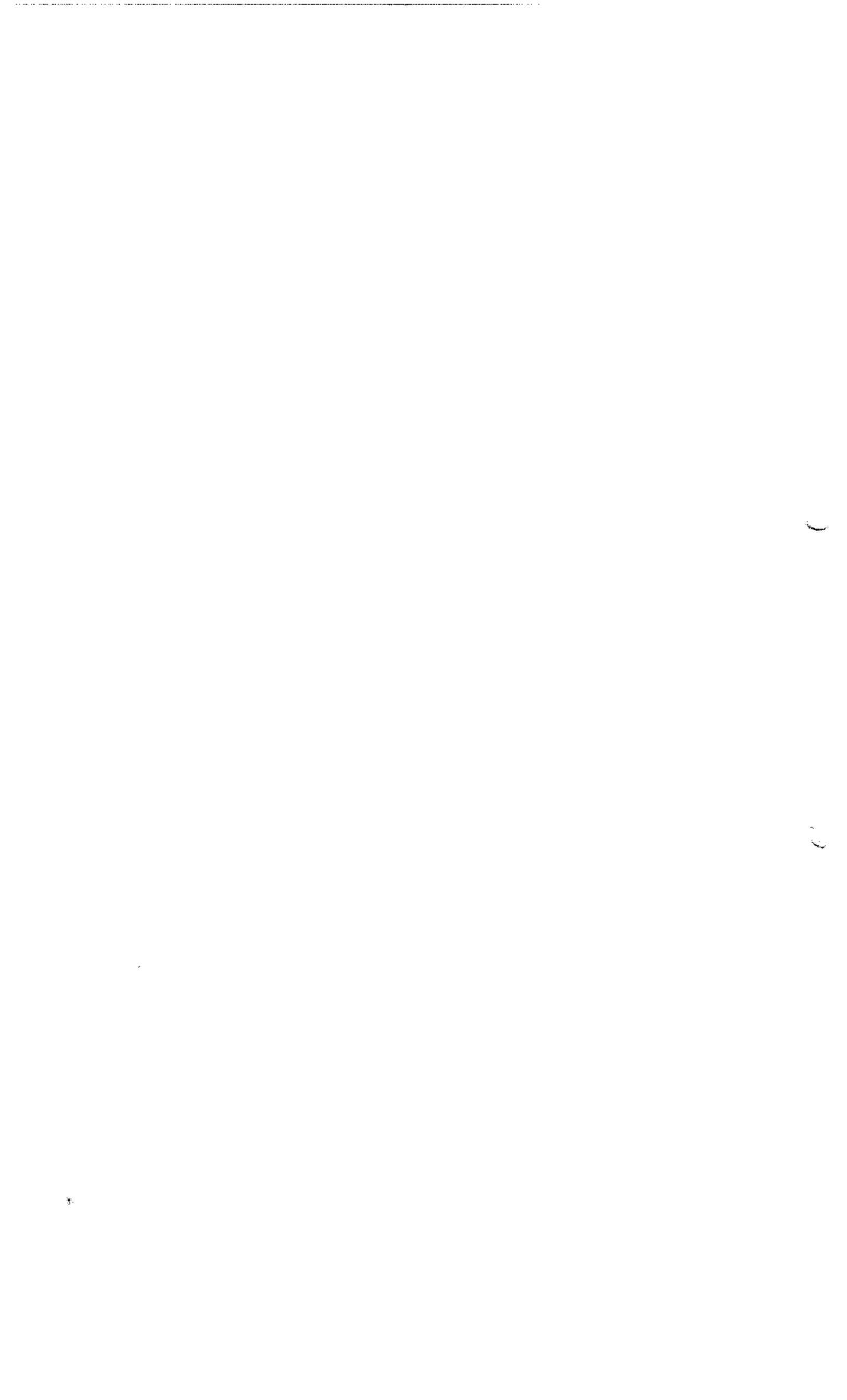
ADVOCATE FOR PETITIONER

[Signature]

[Name]



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PART OCCUPANCY CERTIFICATE

[For Commercial Building CT-5 (Ground (pt) + 16 upper floors (pt) + Terrace (pt)) on Plot bearing Block-C, CS No.8(pt) of Wadala Truck Terminal, Village- Salt Pan, Mumbai City District].

To,

M/s. Macrotech Developers Limited.

412/ Floor -4, 17G Vardhaman Chamber,

Cawasji Road, Horniman Circle,

Fort, Mumbai – 400 001.

Sir,

The development work of Partial Commercial Building CT-5 of "M/s. Macrotech Developers Limited" on Plot bearing Block- C, CS No. 8(pt) of Village –Salt Pan, situated at Wadala Truck Terminal, Mumbai City District, is completed as shown in the drawing (enclosed herewith).

The Built Up Area (BUA) of Commercial Building CT-5 for which the Part Occupancy Certificate is as shown in table following table:

Building	BUA as per Commencement Certificate Dt.28/10/2021	BUA for which part OC is now issued
Commercial Building CT-5 (Ground (pt) + 16 upper floors (pt) + Terrace (pt))	14942.78 Sqm.	14942.78 Sqm. (remaining 360.57 Sqm area which is part of Staircase lift lift lobby Premium area)

The development work of Commercial Building CT-5 is partially completed under the supervision of Architect, Devyani Khadilkar from 'M/s. Spaceage Consultants' (Architect's Registration No.CA/1990/13184) and Structural Engineer Mr. Amit Sunkar of 'M/s. Sterling Engineering Consultancy Services Pvt. Ltd.' (License No. BMC Reg. No. STR-S/252), 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;

Mumbai Metropolitan Region Development Authority

Bandra-Kurla Complex, Bandra East, Mumbai 400 051

T +91 22 2659 1234 EPABX +91 22 2659 0001 / 4000 F +91 22 2659 1112 / 1264

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



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 cancelled and appropriate action will be taken against you;

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 obtain NA order and submit the same before applying for the grant of final Occupation Certificate as ensured by the applicant in their letter dated 29/08/2022;
7. The applicant shall comply the conditions mentioned in Amended Commencement Certificate No. T&CP/WTT/Block-C/CC/Vol-XVII/1610/2021 dt.28/10/2021, Amended Commencement Certificate No. T&CP/WTT/Block-C/CC/Vol-XVII/437/2022 dt.18/05/2022;
8. The applicant shall abide with all conditions mentioned in earlier letters from all Statutory Authorities;
9. This Part Occupation Certificate is based on the documents submitted by Architect/Applicant and Architect/Applicant shall be responsible regarding authenticity of the same;
10. 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;
11. The applicant shall comply with the conditions mentioned in the MCGM's Circular No. CHE/27921/DP/Gen; dt.6/01/2014 (in respect of preservation of documents mentioned at sr.no. (a to k) therein) as ensured by the applicant in their undertaking dated 22/08/2022;
12. The applicant shall comply the conditions mentioned in CFO's NOCs dt. 18/08/2022;



13. The applicant shall pay the outstanding Lease Premium as and when decided by the Authority on the applicants request of not to charge interest on lease premium of Part-II BUA prior to 26/12/2017 as ensured by the applicant in their letter dated 29/08/2022;
14. The applicant shall abide to the final decision of MMRDA regarding the delay payment for extension in time period for completion of building as ensured by applicant in their undertaking dt.19/09/2019 and their compliance report dated 18/08/2020 for Part OC dated 24/09/2019;
15. The applicant shall be liable to pay 100% Additional Development Charge as per Government Notification dt.21/08/2015 read with Notification dt.01/03/2017 as ensured by applicant in their undertaking dt. 31/07/2019;
16. The applicant shall complete the unfinished internal works before applying for grant of full Occupation Certificate of the Commercial Building CT-5 or before handing over physical possession of premises for habitation to any of the buyer whichever is earlier, as ensured by the applicant in their undertakings dt.26/08/2022 and indemnify MMRDA from any agreement compliance between applicant and third party;
17. The applicant shall obtain and submit license for remaining 04 lifts for Commercial Building CT-5 before requesting for grant of full OC of building u/r OR before giving physical possession to the any office buyers whichever is earlier as ensured by applicant in their undertaking dt.26/08/2022.

A set of certified Part Completion plans (As-Built Drawings No.01/04 to 04/04) is enclosed herewith.

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


Architect
Town Planning Division



Copy for information with set of certified Part completion plans bearing nos. 01/04 to 04/04 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, Shrishti Complex,
 Mulund Link Road,
 Mulund (W), Mumbai – 400 080.





No. T&CP/WTT/Block-C/CC/Vo-XXVII/1580 (2007) Date: 02 SEP 2012

COMMENCEMENT CERTIFICATE ABOVE PLINTH

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. Macrotech Developers Ltd.** for the proposed development of Commercial Building CT-5 from 11th to 16th floor on Plot No. Block-C on the land bearing CTS No. 8 (pt) of Salivan Division W.T.T., Mumbai with built up area of 5,444.84 sqm as against the total built up area of 14,558.310 Sq.m. The Commencement Certificate for 11th to 16th floor of Commercial Building CT-5 is granted on the following conditions

Viz:

1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if:
 - i. 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.
 - ii. 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.
 - iii. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the developmental work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966.

3. This Commencement Certificate is valid for a period of three years from the date hereof and will have to be renewed thereafter.
4. This Commencement Certificate is renewable for a further period of three years in case it has not been renewed within the period of three years. In case of non-renewal, the certificate shall not be valid for any subsequent development work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966.



5. Conditions of this certificate shall be binding not only on applicant but his/her heirs successors, executors, administrators and assigns & every person deriving title through or under him.
6. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved.
7. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.T.P. Act, 1966. The applicant and/or 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 fine.
9. The applicant shall obtain permissions under the provisions of other applicable statutes wherever necessary prior to Commencement of the construction.
10. The building should not be occupied without obtaining Occupancy Certificate from MMRDA.
11. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as EIA clearance, CFO, etc.
12. The applicant shall develop RG areas and shall plant the required number of trees in the RG area as per DCRs and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
13. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices Circular No. MFS/10/2012/1096 dated 18/07/2012.
14. The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TFS/432001/2133/CB-233/01UD-11, Dt: 10/03/2005.
15. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen. dated 08/01/2014 in respect of preservation of documents mentioned at sr no. (B) to (K) thereof & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupancy Certificate.

obtain revised OC for the proposed work on the plot as per any amendments are suggested by Metro PIU

30 The applicant shall be liable to pay 100% Additional Development Charge as per Government Notification dt: 21/08/2015 read with Notification dt: 01/03/2017 as ensured by applicant in their undertaking dt: 31/07/2019

31 As the land under reference falls within 10.00 Km buffer from the boundary of Eco-Sensitive Zone of Thane Creek Flamingo Sanctuary NOC from the National Board of Wild Life shall be submitted

This Commencement Certificate is issued with the approval of Hon Metropolitan Commissioner

Architect
Town Planning Division,
MMRDA.

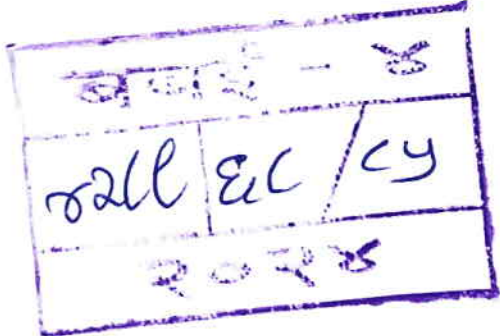


Copy to

I. **M/s. Macrotech Developer Limited**
412/1 Floor - 4, 17G Vardhaman Chamber
Cawasji Road, Hornimal Circle
Fort, Mumbai - 400 001

II. **M/s. Spaceage Consultants (Architect)**
Shop No. 15, B-105
Nahai Building, Sish Complex
Mulund Link Road,
Mulund (W), Mumbai - 400 080

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



16. The applicant shall obtain all the necessary final NOC/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.

Special Conditions

17. The applicant shall comply with the conditions of Agreement to Lease dt: 01/08/2011, 21/03/2014, 06/07/2017 & 15/05/2018

18. The applicant shall comply with the conditions mentioned in the revised NOC from CFO dt: 01/08/2019.

19. The applicant shall pay the outstanding Lease Premium as ensured by applicant in their undertaking dt: 19/09/2019 and as ensured in their compliance report dated 19/08/2020 for Part OC dated 24/09/2019

20. The applicant shall comply with the conditions mentioned in the revised NOC from Chief Engg. (M & E) of MCGM dt: 20/8/2018 and remains of M & E Consultant dt: 20/07/2019.

21. The applicant shall comply with the conditions mentioned in the remarks given by Traffic Consultant dt: 31/07/2019.

22. The applicant shall provide the Solar Assisted Water Heating System for Regulation No. 21 of WTT's DCR.

23. The applicant shall obtain NA order and Occupancy Certificate

24. The applicant shall get the plot boundaries verified by a registered surveyor and submit the same to MMRDA before applying for grant of Occupancy Certificate.

25. The applicant shall inform the municipal corporation about the social responsibilities undertaken and issued with amended Certificate.

26. The applicant shall use ready mix concrete for all the works and shall submit the work on plot as per the Regulation No. 19 of WTT's DCR for the year 2019.

27. That the requirements of provisions mentioned in the Regulation No. 19 of WTT's DCR for disabled persons shall be applicable to the Commercial Building.

28. The relevant D.C. regulations sanctioned by the Government from time to time are applicable.

29. The applicant shall obtain and submit the NOC from Metro PIU, MMRDA for the proposed work and shall abide to the conditions mentioned in the said NOC and shall



No. TACPWTT/Block-CDD/Mal-Axar-1/2-5027

Date: 18 JAN 2012

COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted under section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant **Ms. Macrotech Developers Ltd.** for the proposed development **above plinth level** of Commercial Building CT-5 and Community Hall Building on Plot No. Block-C on the land bearing CTS No. 8 (pt) of Salgaon Division, W.T.T. Mumbai comprising of proposed Ground + 10 upper floors building with built up area of 9,247.55 sqm (9,113.67 Sqm for Comm. Bldg, CT-5 and Ground floor of community Hall having BUA of 133,889 Sqm) as against the total built up area of 14,692.150 Sq.m (i.e. for Comm. Bldg, CT-5 14,559.310 Sqm + for Community Hall Building 133,569 Sqm) as depicted on the drawing no. **0105 to 0505**. The Commencement Certificate above plinth level is granted on the following conditions:

Via.

1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if,
 - i. 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.
 - ii. 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.
 - iii. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the appropriate action by person deriving title through or under him shall be deemed to be void ab initio.

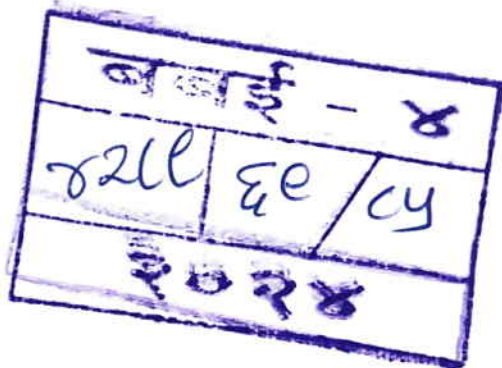
3. This Commencement Certificate is valid for a period of **three years** from the date hereof and will have to be renewed thereafter.
4. The Commencement Certificate is renewable over and over again subject to such conditions as may be imposed by the Metropolitan Commissioner, MMRDA, in no case exceed three years, after which it shall be deemed to be void.

मुंबई नगरपालिका
महाराष्ट्र राज्य सरकार
महाराष्ट्र राज्य नगरपालिका
मुंबई नगरपालिका



shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.

5. Conditions of this certificate shall be binding not only on applicant but includes his successors, executors, administrators and assignees & every person deriving the through or under him
6. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved
7. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or 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 fine.
9. The applicant shall obtain permissions under the provisions of other applicable statutes wherever necessary prior to Commencement of the construction
10. The building should not be occupied without obtaining Occupancy Certificate from MMRDA.
11. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/Clearances such as EIA clearance, CFD, etc.
12. The applicant shall develop RS areas and shall plant the required number of trees in the RG area as per DCRs and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate
13. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices Circular No. MFS/19/2012/1959 dated 19/7/2012
14. The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TPB/4320012133/CR-23/01/UD 11, Dt. 10/03/2010.
15. The applicant shall comply with MCGM's Circular no. CHE/2702/10/P/ Gen. dated 06/01/2014 (in respect of preservation of documents mentioned at s. no. (a) to (k))

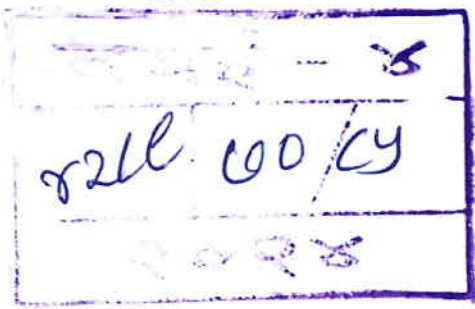
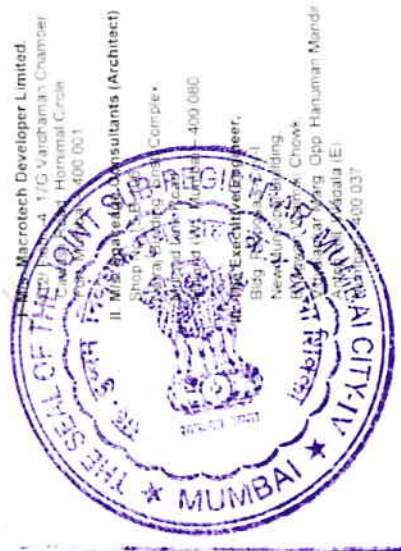


- 29 The applicant shall obtain and submit the NOC from Metro PU, MMRDA for the proposed work and shall abide to the conditions mentioned in the said NOC and shall obtain revised CC for the proposed work on the plot u/r if any amendments are suggested by Metro PU.
- 30 The applicant shall be liable to pay 100% Additional Development Charge as per Government Notification of 21/08/2015 read with Notification dt.01/03/2017 as ensured by applicant in their undertaking dt. 31/07/2019.

This Commencement Certificate is issued with the approval of Senior Planner
[Signature]
 Architect
 Town Planning Division



Copy with set of approved drawings bearing nos. 01/05 to 05/05 to



- therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupancy Certificate.
- 16 The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply sewerage SWD, Tree, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
- Special Conditions:**
- 17 The applicant shall comply with the conditions of Agreement to Lease dt.01/08/2011 21/03/2014, 06/07/2017 & 15/05/2018.
- 18 The applicant shall comply with the conditions mentioned in the revised NOC from CFO dt.01/08/2019.
- 19 The applicant shall pay the outstanding Lease Premium as ensured by applicant in their undertaking dt.19/08/2019 and as ensured in their compliance report dated 18/08/2020 for Part CC dated 24/09/2019.
- 20 The applicant shall comply with the conditions mentioned in the revised NOC from Chief Engg. (M & E) of MCGM dt.2/08/2018 and remarks of M & E Consultant dt.22/07/2019.
- 21 The applicant shall comply with the conditions mentioned in the remarks given by Traffic Consultant dt.31/07/2019.
- 22 The applicant shall provide the Solar Assisted Water Heating System as per Regulation No.21 of WTT's DCR.
- 23 The applicant shall obtain NA order and submit the same before applying for grant of Occupancy Certificate.
- 24 The applicant shall get the plot boundaries verified or confirmed by Lands Cell of MMRDA before applying for grant of full Occupancy Certificate.
- 25 The applicant shall inform the institutions/financial institutions as and when the plans are amended and issued with amended CC.
- 26 The applicant shall use ready mix concrete with at least 15% fly ash for construction work on plot u/r as per the Regulation No. 16.1 of WTT's DCR -2010.
- 27 That the requirements of provisions mentioned in the Appendix J of the WTT DCR for disabled persons shall be applicable to the Commercial Building on plot u/r.
- 28 The relevant D.C. regulations sanctioned by the Government from time to time are applicable.

No. T&CPWTT/Block-C/CC/Vol-XVII/ 933/2019

Date: 19 AUG 2019

AMENDED COMMENCEMENT CERTIFICATE

Permission has been granted under Section 45 of the Maharashtra Regional & Town Planning Act, 1956 (Maharashtra Act No. XXXVII of 1956) to the applicant **Ms. Lodha Developers Limited** for the proposed development **up to plinth level** of Commercial Bldg CT2 Commercial Bldg CT5 Residential Bldg A2 and above plinth level Resi Bldg B3 (41st floor) B4 (4th to 43 floor) C5 (4th to 43 floor) C6 (4th to 43 floor) D7 (4th to 43 floor) D8 (Ground to 38 floors) and F11 (Ground floor) to 37 floors, on Plot bearing Block-C of Wadala Truck Terminal, Village-Salt Pan, Mumbai City District. The total Built-up Area proposed on this plot is **347423.48 sq.m** [(Proposed BUA of 152508.35 sq.m) + (Existing BUA of 194515.11 sq.m)], as against permissible BUA of **361322.00 sq.m** as given in table below and as depicted on drawing no. **1/84 to 84/84**. The Commencement Certificate up to plinth level and above plinth is granted on the following conditions:-

Viz

The Commencement Certificate is hereby granted for proposed development up to plinth level for the following buildings:-

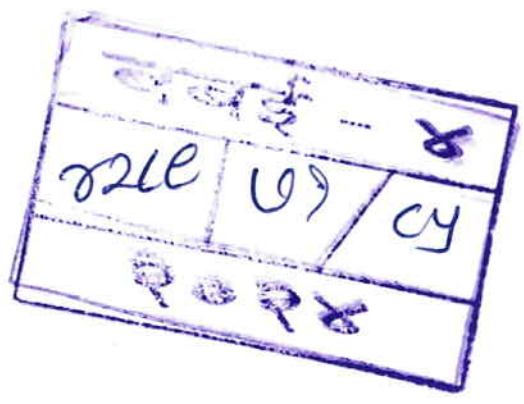
Building No.	Wing	Storey/floors	Commencement Certificate issued Up to Plinth	Proposed Built Up Area (sq.m)	Total Height of proposed building (m)
Res. Bldg A2	4B	G+35	Plinth	24,710	93.76
Comm. Bldg CT2	G	23	Plinth	79.25	6.33
Comm. Bldg CT5	G	16	Plinth	6.33	6.33
Comm. Hall	Ground		Plinth	6.33	6.33
Res. Bldg B	3	Ground +43 (including floors for which Part-OC issued)	41 st floor	547,447	158.90
Res. Bldg C	5	Ground +43 (including floors for which Part-OC issued)	41 st to 43 floor	1,972,480	158.90
Res. Bldg D	6	Ground +43 (including floors for which Part-OC issued)	41 st to 43 floor	1,879,432	158.90
Res. Bldg E	7	Ground +43 (including floors for which Part-OC issued)	41 st to 43 floor	1,679,454	158.90
Res. Bldg F	11	4B - G+37 (including floors for which Part-OC issued)	G + 43 floor	1,935,798	158.90
Total (A)				2,442,555	123.25
Total (B)				237,06,639	122.15
Total (A) + (B)				5,66,17,796	
Total Consumed BUA of the plot				9,62,90,572	
Permissible BUA of the plot				1,44,78,097	
Excess BUA of the plot				8,18,12,475	
Total Consumed BUA of the plot				5,05,25,617	
Permissible BUA of the plot				3,47,42,345	
Excess BUA of the plot				1,57,83,272	

THE SEAL OF THE METROPOLITAN MUNICIPALITY OF MUMBAI

REGISTRAR, MUMBAI CITY MUNICIPALITY

19 AUG 2019

- 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 restrictions imposed by the Metropolitan Commissioner of MMRDA is contravened or is not complied with.
- The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation 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, 1956
- 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 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, 1956
- 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 or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under section 53 or as the case may be, section 54 of the M.R. & T.P. Act, 1956. The applicant and/or 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.





- 11 The 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
 - 12 The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/Clearances such as EIA Clearance, CFO etc.
 - 13 The applicant shall develop RG areas and shall plant the required number of trees in the RG area on the plot or as per the DCRs and obtain the NOC from Tree Authority of MCGM before applying for grant of Occupancy Certificate.
 - 14 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/10/2012/1099 dt 19/07/2012.
 - 15 The applicant shall install the Rain Water Harvesting System as per UDD's Notification No TPB/43/001/21/33/CR-2300/UD-11 dt 10/03/2005.
 - 16 The applicant shall comply with the conditions mentioned in the MCGM's Circular no CHE/2792/DP/ Gen dt 06/01/2014 in respect of preservation of documents mentioned at sr. no (a to k) therein & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate.
 - 17 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.
 - 18 The applicant shall obtain all the necessary final NOCs/Completion Certificates/clearances relating to water supply, sewerage/drainage, SWD, Tree, CFO, etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
- Special Conditions:**
- 19 The applicant shall comply with the conditions of Agreement to Lease dt 01/08/2011.
 - 20 The applicant shall obtain the revised NOC from Civil Aviation Authority and submit the same to MMRDA for the buildings already constructed before applying for Occupation Certificate.
 - 21 The applicant shall obtain the NOC from Civil Aviation Authority for newly proposed Residential Building A2, Commercial Bldg CT2, Commercial Bldg CT5 and submit the same to MMRDA before issuance of CC above plinth as said buildings as ensured by applicant in their letter dt 31/07/2019.
 - 22 The applicant shall obtain the revised NOC from Electric Supply Authority for proposed Meter Rooms and Electric Substation and submit the same to MMRDA before applying for grant of Occupancy Certificate as ensured Architect in their letter dt 19/07/2019.
 - 23 The applicant shall comply with the conditions mentioned in the revised NOC from CFO dt 01/08/2019.
 - 24 The applicant shall pay the balance lease premium as per the Agreement to Lease to MMRDA as ensured by applicant in their letter dt 25/10/2018.

- 25 The applicant shall obtain revised Environmental Clearance for the amendments made in the proposal and for newly proposed Residential Building A2, Commercial Bldg CT2 and Commercial Bldg CT5 as ensured by applicant in their letter dt 31/07/2019.
- 26 The applicant shall obtain and submit the revised NOC issued by the High Rise Committee for newly proposed Residential Bldg A2, Commercial Bldg CT2 before applying for grant of CC above plinth level of said buildings as ensured by applicant in their letter dt 31/07/2019.
- 27 The applicant shall comply with the conditions mentioned in the revised NOC issued by the High Rise Committee dt 13/04/2015.
- 28 The applicant shall obtain and submit the Consent to Establish issued by MPCB for newly proposed Residential Bldg A2, Commercial Bldg CT2, Commercial Bldg CT5 before applying for grant of CC above plinth level of said buildings as ensured by applicant in their letter dt 31/07/2019.
- 29 The applicant shall comply with the conditions mentioned in the revised NOC from Chief Engg. (M & E) of MCGM dt 2/08/2018 and remarks of M & E Consultant dt 22/07/2019.
- 30 The applicant shall comply with the conditions mentioned in the remarks given by Traffic Consultant dt 31/07/2019.
- 31 The applicant shall abide with the decision taken by Authority on delay payment for extension in time period for completion of building as requested by applicant in their letter dt 19/07/2018 and 23/07/2019.
- 32 The applicant shall obtain the NOC from Pest Control Officer (PCO) of MCGM for swimming pool and submit the same to MMRDA as ensured by the Architect in his letter dt 31/07/2019.
- 33 The applicant shall provide the Solar Assisted Water Heating System as per Regulation No.21 of WTT's DCR.
- 34 The applicant shall obtain NA order and submit the same before applying for grant of Occupation Certificate.
- 35 The applicant shall get the plot boundaries verified or confirmed by Lands Cell of MMRDA before applying for grant of full Occupation Certificate.
- 36 The applicant shall inform the institutions/financial institutions as and when the plans are amended and issued with amended CC.
- 37 The applicant shall use ready mix concrete with at least 15% fly ash for construction work on plot or as per the Regulation No. 16.1 of WTT's DCR -2010.
- 38 The applicant shall adhere to and fulfill all the conditions and requirements of UDD's Order No TPB-43/2011/581/CR-156/2001/UD-11 dt 6/11/2001 & MCGM's circular No CHE/1381/DPC/Gen dt 1/12/2001 in respect of the habitable uses permitted in the basement.



- 39 That the requirements of provisions mentioned in the Appendix J of the WTT DCR for disabled persons shall be applicable to the Commercial Building on plot ur
- 40 The relevant D.C. regulations sanctioned by the Government from time to time are applicable
- 41 The applicant shall comply the conditions mentioned in NOC for Monorail dt.26/09/2018 and also obtain and submit revised NOC for Monorail for amendments in the layout before applying for CC above plinth for said buildings as ensured by Architect in their letter dt.31/07/2019.
- 42 The applicant shall obtain NOC for Metro and submit the same before applying for CC above plinth for Resi.Bldg A2, Comm. Bldg CT2 and CT5.
- 43 The applicant shall comply with all the conditions mentioned in Commencement Certificate dt.12/02/2014, 27/07/2015, 15/10/2015, 20/04/2016, 02/03/2017, 01/09/2017, 26/04/2018, 6/11/2018, 16/01/2019 and 29/05/2019
- 44 The applicant shall comply with the conditions mentioned in the Commencement Certificate dt.12/02/2014 and Part-Occupation Certificate dt.09/09/2017 for Residential Building B.Wing 3 & Wing 4 Building C.Wing 5 & Wing 6
- 45 The applicant shall comply with the conditions mentioned in the Part-Occupation Certificate dt.16/09/2018 and 4/12/2018 for Residential Building D.Wing 7.
- 46 The applicant shall comply with the conditions mentioned in the Part-Occupation Certificate dt.4/12/2018 for Residential Building F.Wing 11.
- 47 The applicant shall indemnify MMRDA from any agreement compliance between applicant and third party for Residential Building A-Wing 1, Wing 2, Residential Building G-Wing 12, Residential Building E-Wing 9, Wing 10
- 48 The applicant shall abide by the Order passed by Hon. High Court regarding Writ Petition No. 2737 of 2015.
- 49 The applicant shall be liable to pay 100% additional Development Charge as per Government Notification dt.21/08/2015 read with Notification dt.01/03/2017 as ensured by applicant in their undertaking dt. 31/07/2019.
- 50 The applicant shall abide by the decision of MMRDA and pay the premium for staircases, lifts and lift-lobbies etc along with interest (if any), as per the MMRDA's decision, as ensured by applicant in their undertaking dt.31/07/2019.
- 51 This CC supersedes the earlier CC issued by MMRDA 26/04/2018, 6/11/2018, 16/01/2019 and 29/05/2019
- 52 Before commencement of work at site the developer shall carried out structural audit of the adjacent structures, get geotechnical structural audit of the proposed buildings along with precautions to be taken against the adjacent structures to damage to any development/structure/building on the adjoining land and ensure that no mishaps/damages to life/property on the adjoining land and shall liable for the developer shall carried out on the subject land and shall liable for the developer shall MMRDA indemnified at all the time against any such claims/laws/suits by the



53 Artificial lighting and ventilation proposed to meet lighting and ventilation requirements shall be in accordance with the provisions of Part VIII, Building Service Section I, Lighting and Ventilation, National Building Code

This Commencement Certificate is issued with the approval of Metropolitan Commissioner

M.M.R.D.A.
Planner
Town Planning Division
M.M.R.D.A.



Copy with set of approved drawings bearing nos. 184 to 8484:

- (i) **M/s. Lodha Developer 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, Shrihti 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. 184 to 8484:

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







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 : **P51900021485**

Project: **NCP Commercial Tower - Supremus** Plot Bearing / CTS / Survey / Final Plot No.: **Block C, WTT, C.S. No.8 Pt. Salt Pan Division at FNorth-400022, Ward FNorth, Mumbai City, 400022.**

- Macrotech Developers Limited** having its registered office / principal place of business at Tehsil: **Mumbai City**, District: **Mumbai City**, Pin: **400001**.
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (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 **05/07/2019** and ending with **31/03/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

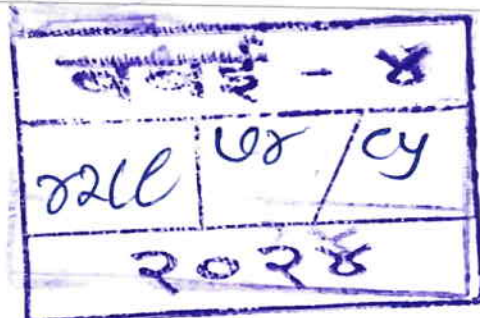


Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 7/5/2019 4:18:01 PM

Dated: **05/07/2019**

Place: **Mumbai**

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





घोषणापत्र

मी, सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बर्नार्ड सोरेस याद्वारे घोषित करतो कि, दुय्यम निबंधक मुं-४ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

मॅक्रोटेक डेव्हलपर्स लिमिटेड तर्फे डायरेक्टर रौनिका मल्होत्रा / स्मिता घाग यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिलेला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण - मुंबई

दिनांक 28/2/2028

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

घोषणापत्र

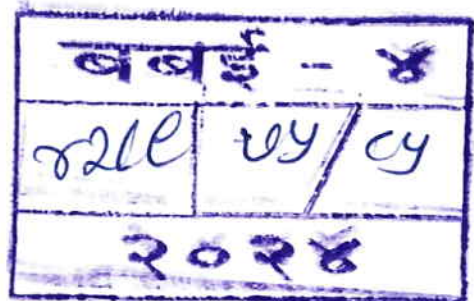
मी, पंढरी केसरकर / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे / आदित्य नाडकर / संजय हरिहर / विनायक कागीनकर / श्रीकांत कांबळे याद्वारे घोषित करतो कि, दुय्यम निबंधक मुं-४ यांचे कार्यालयात करारनामा / या शीर्षकाचा दस्त नोंदविण्यासाठी सादर करण्यात आला आहे

सुरेन्द्रन नायर / पॅट्रिक मोनिस / संगीत चौधरी / रितेश जगताप / बिबिन सॅम / जॉय वालीकोदय / बर्नार्ड सोरेस यांनी दिनांक 04/10/2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिलेला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

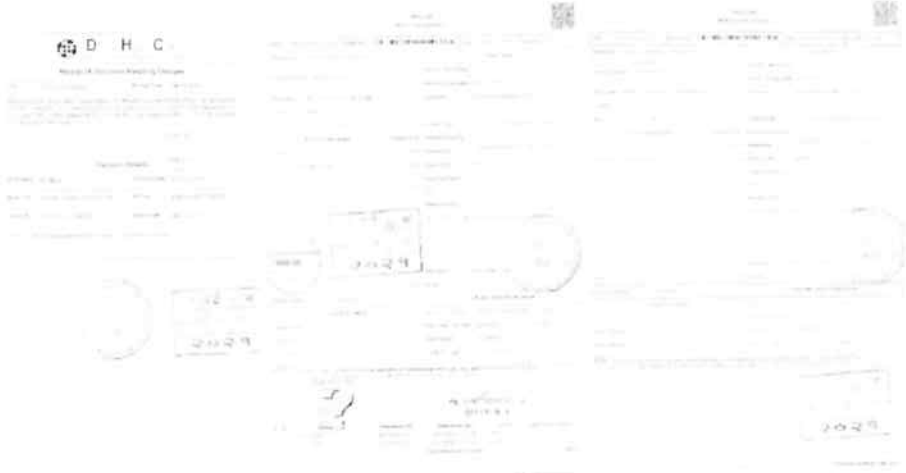
ठिकाण - मुंबई

दिनांक 9/2/2028

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



प्राथमिक दस्तावेज
वर्ग: ४
दिनांक: २०२९



SHRIN POWER OF ATTORNEY
वर्ग: ४
दिनांक: २०२९

TO ALL TO WHOM THESE PRESENTS SHALL COME...
I, **MAKESH DEVELOPERS PRIVATE LIMITED**, do hereby authorize and empower my undersigned and lawful attorney-in-fact, **MAKESH DEVELOPERS PRIVATE LIMITED**, to do all such things and execute all such instruments as may be necessary or expedient for the completion of the project mentioned herein...

WHEREAS
1. The said Company is engaged in business of real estate and is developing and constructing various building complexes in Mumbai and elsewhere in Mumbai, Thane and other nearby districts.

2. The Agreement/Sale Agreement/Lease/Concession Agreement/Lease and License Agreement, and other documents and instruments executed in connection with the development of such residential and commercial premises, are to be registered in the office of the Sub-Registrar of the said District in Mumbai...

3. It is hereby declared that the said Company has no objection in authorizing the undersigned to execute and sign all such documents and instruments as may be necessary or expedient for the completion of the project mentioned herein...

1. Mr. **Makish Shinde** hereby appoints, authorizes, empowers and delegates to the undersigned, my undersigned and lawful attorney-in-fact, **Makish Shinde**, to do all such things and execute all such instruments as may be necessary or expedient for the completion of the project mentioned herein...

2. To execute, deliver, register and lodge for registration in any other manner as may be required in connection with the Agreement/Sale Agreement/Lease/Concession Agreement/Lease and License Agreement and other documents and instruments mentioned herein...

3. To obtain all such legal documents and instruments as may be necessary or expedient for the completion of the project mentioned herein...

4. To execute and lodge for registration in any other manner as may be required in connection with the Agreement/Sale Agreement/Lease/Concession Agreement/Lease and License Agreement and other documents and instruments mentioned herein...



Other documents and instruments signed, sealed and made in connection with the Agreement/Sale Agreement/Lease/Concession Agreement/Lease and License Agreement and other documents and instruments mentioned herein...

WITNESSES:
1. **MAKESH DEVELOPERS PRIVATE LIMITED**
Through its Director
Mr. Makish Shinde

2. **MAKESH DEVELOPERS PRIVATE LIMITED**
Through its Director
Mr. Makish Shinde

WITNESSES:
1. **MAKESH DEVELOPERS PRIVATE LIMITED**
Through its Director
Mr. Makish Shinde

2. **MAKESH DEVELOPERS PRIVATE LIMITED**
Through its Director
Mr. Makish Shinde

वर्ग: ४
दिनांक: २०२९

बवई - ४
४२८८८६/८५
२०२४

Witnesses:
1. **Mr. Makish Shinde**

2. **Mr. Makish Shinde**

3. **Mr. Makish Shinde**

4. **Mr. Makish Shinde**

5. **Mr. Makish Shinde**

LODHA
[Illegible text]

LODHA
[Illegible text]

[Illegible text]

[Table with illegible content]

[Table with illegible content]



[Illegible text]



[Table with illegible content]

[Illegible text]



[Illegible text]



बबई - ४
२०२९



[Illegible text]



बबई - ४
२०२८

श्री. (Sri) ...
श्री. (Sri) ...
श्री. (Sri) ...

D H C

...

...

...



SIGNED AND DELIVERED
By the undersigned
Mr. ...

SIGNED AND DELIVERED
By the undersigned
Mr. ...

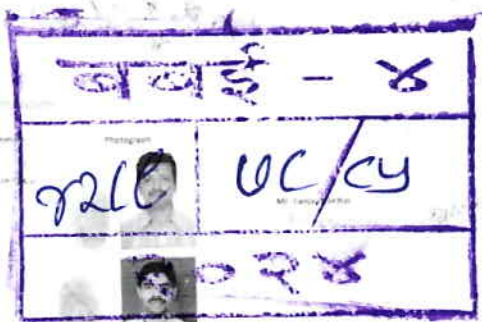
SIGNED AND DELIVERED
By the undersigned
Mr. ...

SIGNED AND DELIVERED
By the undersigned
Mr. ...

SIGNED AND DELIVERED
By the undersigned
Mr. ...

Name: ...
Mr. ...
Mr. ...
Mr. ...
Mr. ...
Mr. ...

...



LODHA

LODHA

Handwritten notes and stamps, possibly related to registration or legal proceedings.

Handwritten notes and stamps, including a circular stamp with a central emblem.

Handwritten notes and stamps, including a circular stamp and a rectangular stamp with text.

Handwritten notes and stamps, including a circular stamp and a rectangular stamp.



Small text fragment, possibly a date or reference number.



Handwritten notes and stamps, including a circular stamp.

Rectangular stamp with handwritten text: "बवई - ४", "४२६६/६६/६६", and "२०२४".

Small printed text at the top left of the bottom section.



Vertical list of names and identifying information, possibly a roster or register.



Additional columns of text, possibly names or identifying information, associated with the photographs.

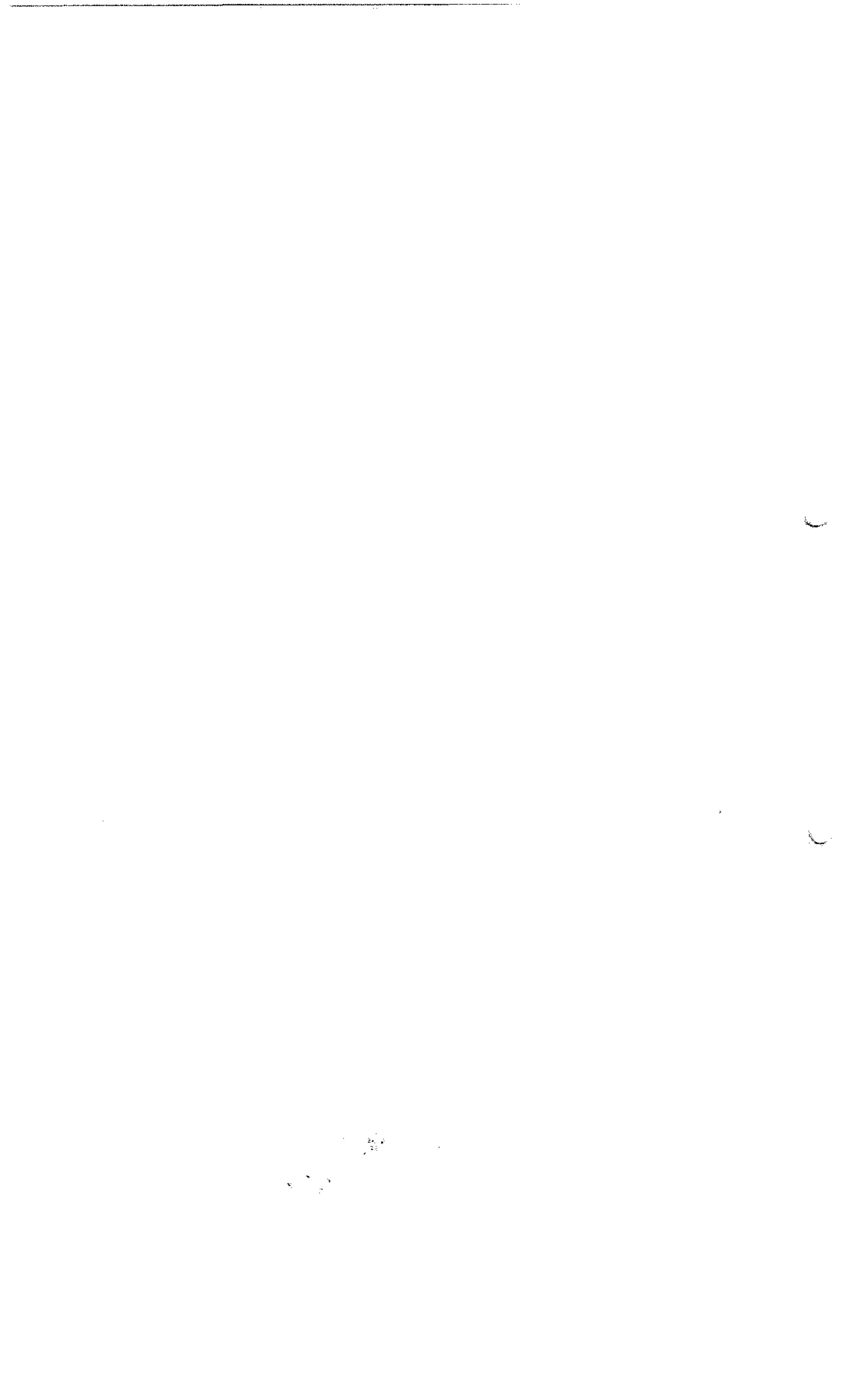


Table with multiple columns and rows, possibly a schedule or list of events.




Rectangular stamp: "बवई - ४", "४२६६/६६/६६", "२०२९".

Rectangular stamp: "बवई - ४", "४२६६/६६/६६", "२०२४".




आयकर विभाग
 INCOME TAX DEPARTMENT



भारत सरकार
 GOVT. OF INDIA

NITISH TRIPATHI
 NARBDESHWAR TRIPATHI

10/10/1986
 Permanent Account Number
 AHJPT6190N



Nitish Tripathi
 Signature

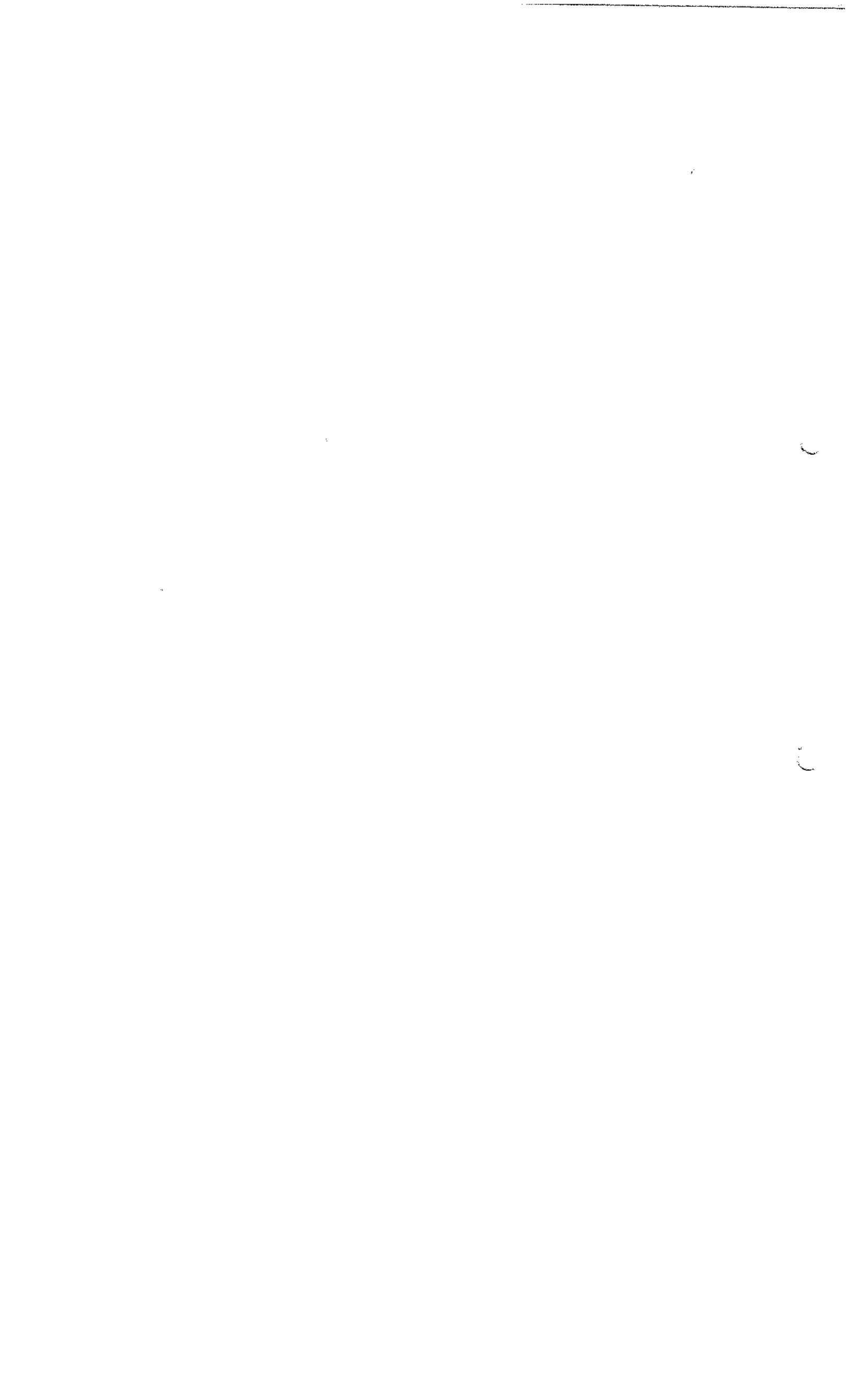
14062008

Nitish Tripathi

कायदे - ४
 ४२६६००८५
 २०२४

Nitish Tripathi





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AJAYKUMAR R TIWARI

RAMSAJIVAN LALTA PRASAD TIWARI

30/04/1981

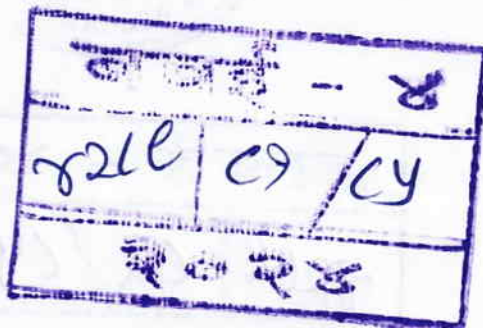
Permanent Account Number

AIWPT5381K

Signature



07052009





बजई - ४	
४२६६	८२/८५
२०२४	

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

BFTPP2628Q

नाम / Name
KAPIL K PATEL

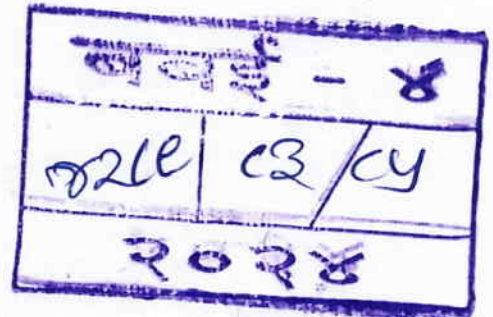
पिता का नाम / Father's Name
KANTILAL PATEL

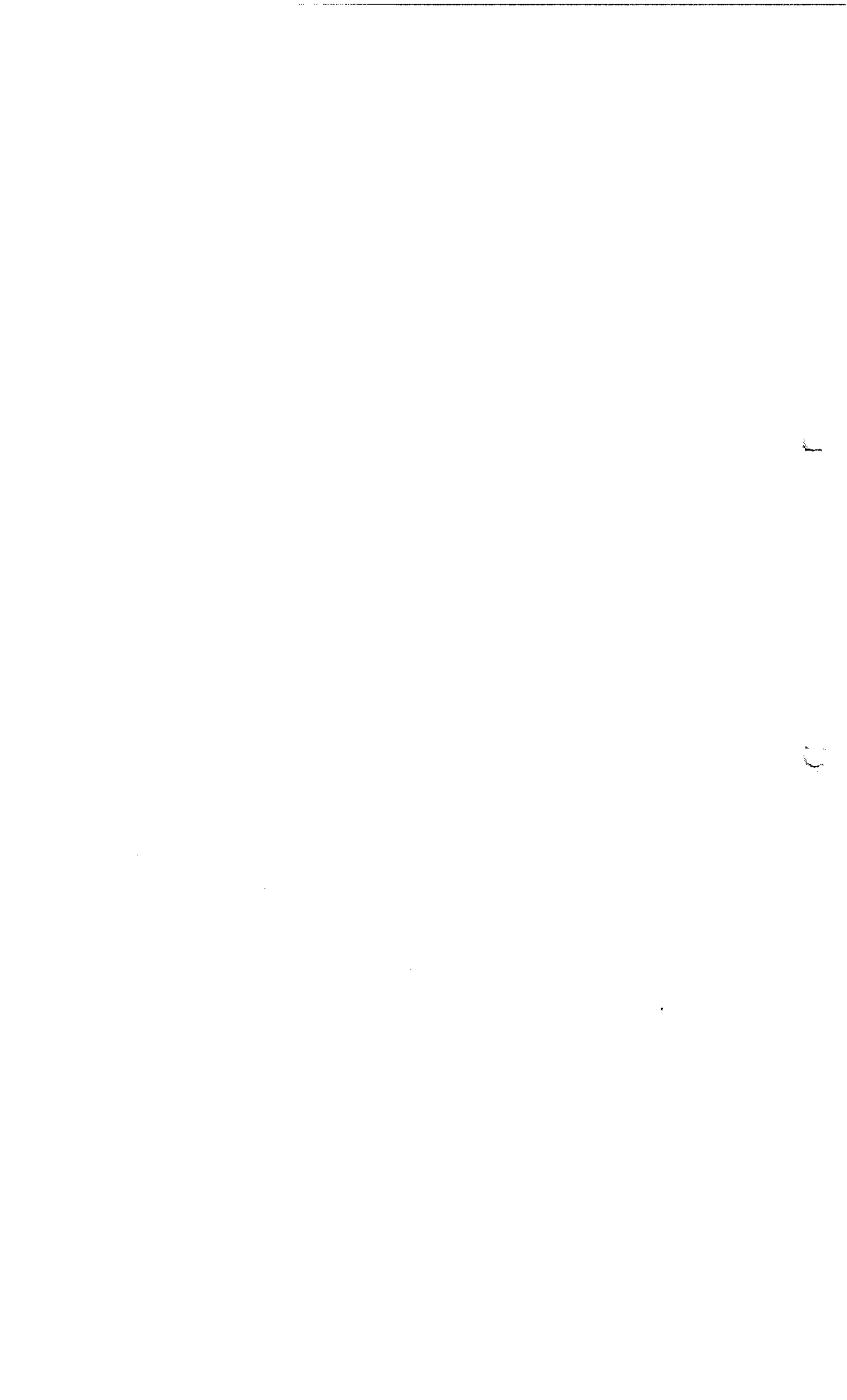
जन्म की तारीख / Date of Birth
28/02/1980

हस्ताक्षर / Signature



27042018





508/4289

शुक्रवार, 01 मार्च 2024 1:12 म.नं.

दस्त गोपवारा भाग-1

बबई4

28/10

दस्त क्रमांक: 4289/2024

दस्त क्रमांक: बबई4 /4289/2024

बाजार मूल्य: रु. 1,59,95,231/-

मोबदला: रु. 2,31,27,000/-

भरलेले मुद्रांक शुल्क: रु. 13,88,000/-

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

अ. क्रं. 4289 वर दि.01-03-2024

रोजी 1:10 म.नं. वा. हजर केला.

पावती:4647

पावती दिनांक: 01/03/2024

सादरकरणाराचे नाव: नितीश त्रिपाठी - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1500.00

पृष्ठांची संख्या: 75

दस्त हजर करणाऱ्याची सही:

कमी पडलेली फी रु.200/-
घा.क्र. 4838 दि. 05/03/2024
अन्वये अस्तुतः केली.

एकुण: 31500.00

सह दुय्यम निबंधक, मुंबई-4

सह दुय्यम निबंधक, मुंबई-4

सह. दुय्यम निबंधक वर्ग-२,
मुंबई शहर क्र.-४

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 01 / 03 / 2024 01 : 10 : 39 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 01 / 03 / 2024 01 : 11 : 44 PM ची वेळ: (फी)



प्रतिज्ञापत्र

सदर दस्तावेज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

P. P. Kewkar

लिहून देणारे

लिहून घेणारे





01/03/2024 1 39:34 PM

दस्त क्रमांक : बबई 4/4289/2024

दस्ताचा प्रकार :- करारनामा

दस्त गोषवारा भाग-2

बबई 4

दस्त क्रमांक: 4289/2024

CY/24

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव: नितीश त्रिपाठी - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सी-209, नॉर्थन एक्सप्रेस इन्फ्रा डेव्हलपर प्रायव्हेट लिमिटेड अँटॉप हिल वेअरहाऊसिंग कॉम्प्लेक्स, दोस्ती एकर जवळ वडाळा पूर्व मुंबई, ब्लॉक नं: -, रोड नं: -, मुंबई. पिन नंबर: AHJPT6190N	लिहून देणार वय :- 40 स्वाक्षरी:- <i>Dr. Gadh</i>		
2	नाव: मॅक्रोटिक डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. पंढरी केसरकर - - पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412 4था मजला 17जी वर्धमान चेंबर कावसजी पटेल रोड हॉर्निमन सर्कल फोर्ट मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन नंबर: AAACL1490J	लिहून देणार वय :- 50 स्वाक्षरी:- <i>P.P. Kesarkar</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिवका क्र.3 ची वेळ: 01 / 03 / 2024 01 : 36 : 58 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

1 नाव: अजय तिवारी - -
वय: 43
पत्ता: कांदीवली मुंबई
पिन कोड: 400101

2 नाव: कपिल पटेल - -
वय: 43
पत्ता: जोगेश्वरी मुंबई
पिन कोड: 400102

स्वाक्षरी

Signature

स्वाक्षरी

Signature

छायाचित्र



ठसा प्रमाणित



शिवका क्र.4 ची वेळ: 01 / 03 / 2024 01 : 37 : 33 PM

सह दुय्यम निबंधक, मुंबई-4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Nitish Tripathi	eChallan	02003942024022901828	MH016455735202324E	1388000.00	SD	0008737660202324	01/03/2024
2		DHC		0324011806522	1500	RF	0324011806522D	01/03/2024
3	Nitish Tripathi	eChallan		MH016455735202324E	30000	RF	0008737660202324	01/03/2024

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

Know Your Rights as Registrants

4289 /2024

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

प्रमाणित करणेत येते की सदरील
दस्तामध्ये एकूण.....*CY*.....पाने आहेत
पुस्तक क्र. १, बबई-४/.....*2216*.../२०२४ वर
नोंदला.
दिनांक **5 MAR 2024**

Signature
(सुधाकर बि मोरे)

सह. दुय्यम निबंधक वर्ग-२, मुंबई शहर-४

11-27

11-27
11-28