

319/5658

पावती

Original/Duplicate

Thursday, March 07, 2024

नोंदणी क्र. 39म

1.26 PM

Regn.:39M

पावती क्र.: 6191 दिनांक: 07/03/2024

गावाचे नाव: माहिम

दस्तऐवजाचा अनुक्रमांक: बबइ2-5658-2024

दस्तऐवजाचा प्रकार: विकसनकरारनामा

मादर करणाऱ्याचे नाव: एलएच रेसिडेन्शियल हाऊसिंग प्रायव्हेट लिमिटेड तर्फे ऑथोराइज्ड सिग्रेटरी उमा चरण रथ

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2340.00

पृष्ठांची संख्या: 117

**DELIVERED**

पावती क्र.:

₹. 32340.00

आपणाम मूळ दस्त, थंयनेल प्रिंट, मूची-२ अंदाजे

1:45 PM द्या वेळेस मिळेल.

*emulence*

मह. दायम निबंधक-मुंबई-२

सह. दुय्यम निबंधक

मुंबई शहर क्र. २

घाजगर मूल्य: ₹.3771077000/-

मोबदला ₹.0/-

भरलेले मुद्रांक शुल्क: ₹. 188554000/-

**DELIVERED**

1) देयकाचा प्रकार: DHC रकम: ₹.340/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0324077002955 दिनांक: 07/03/2024

वैकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: ₹.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0324075402772 दिनांक: 07/03/2024

वैकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रकम: ₹.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016810741202324P दिनांक: 07/03/2024

वैकेचे नाव व पत्ता:

*Chm*



07/03/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 2

दस्त क्रमांक : 5658/2024

नोंदणी :

Regn:63m

गावाचे नाव : माहिम

(1) विलेखाचा प्रकार	विकसनकरारनामा
(2) मोबदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3771077000
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन : , इतर माहिती: संपूर्ण जमीन व त्याचे एकूण क्षेत्रफळ 20465.72 चौ मी इतके आहे. सी एस नं 1500(भाग),2116(भाग)आणि 2124(भाग)माहिम डिव्हीजन,मुंबई 400016 व इतर दस्तात नमूदकेल्याप्रमाणे(एडिजे/एम/49/2024)( ( C.T.S. Number : 1500(Part), 2116(Part) and 2124(Part) ; ) )
(5) क्षेत्रफळ	1) 20465.72 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:-श्री निधी कॉन्सेप्ट रिअल्टर्स प्रा लि तर्फे ऑथोराइज्ड सिग्रेटरी प्रितेश दावडा वय:-; पत्ता:-प्लॉट नं:-, माळा नं: पहिला मजला,, इमारतीचे नाव: गणेश भुवन, , ब्लॉक नं: आर एन ३, रोड नंबर २, हिंदू कॉलनी,, रोड नं: दादर पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-AAKCS2026H
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एलएच रेसिडेन्शियल हाऊसिंग प्रायव्हेट लिमिटेड तर्फे ऑथोराइज्ड सिग्रेटरी उमा चरण रथ वय:-; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: एल अँड टी हाऊस, , ब्लॉक नं: एनएम मार्ग, बॅलार्ड इस्टेट, , रोड नं: मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAFCL4977R
(9) दस्तऐवज करून दिल्याचा दिनांक	07/03/2024
(10) दस्त नोंदणी केल्याचा दिनांक	07/03/2024
(11) अनुक्रमांक, खंड व पृष्ठ	5658/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	188554000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



सह. दुय्यम निबंधक  
मुंबई शहर क्र. २

## Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1		Certificate	88	49	188554000	SD		
2		DHC		0324077002955	340	RF	0324077002955D	07/03/2024
3		DHC		0324075402772	2000	RF	0324075402772D	07/03/2024
4		eChallan		MH016810741202324P	30000	RF	0008932114202324	07/03/2024

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



CHALLAN  
MTR Form Number-6

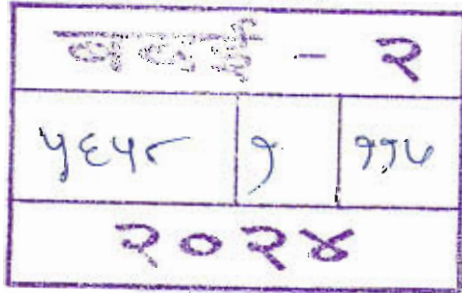
GRN	MH016810741202324P	BARCODE	[Barcode]		Date	06/03/2024-11:38:51	Form ID		
Department Inspector General Of Registration				Payer Details					
Registration Fee				TAX ID / TAN (If Any)					
Type of Payment Ordinary Collections IGR				PAN No.(If Applicable)					
Office Name BBE3_JT SUB REGISTRAR MUMBAI CITY 3				Full Name		LH RESIDENTIAL HOUSING PRIVATE LIMITED			
Location MUMBAI				Flat/Block No.		L			
Year 2023-2024 One Time				Premises/Building					
Account Head Details			Amount In Rs.		Road/Street		BALLARD ESTATE		
0030063301 Amount of Tax			30000.00		Area/Locality		MUMBAI		
					Town/City/District				
					PIN		4 0 0 0 0 1		
					Remarks (If Any)				
					SecondPartyName=SHREE NIDHI CONCEPT REALTORS PVT LTD~				
					Amount In				
					Thirty Thousand Rupees Only				
Total			30,000.00		Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		10000502024030601771 3440852721933	
Cheque/DD No.				Bank Date		RBI Date		06/03/2024-11:39:34 Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Department ID :

Mobile No. : 8369648470

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 कार्यालयाने नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.





**Office of the Collector of Stamp, Mumbai City**  
Certificate Under Sec.32 of Maharashtra Stamp Act. 1958



Received Adjudication Fee RS.  
100/- vide e-Challan GRN No.  
**MH012850880202324P** Dated  
22-12-2023.

Case No. **Adj/IGR239/49/2024**

Certificate Number: **CER-MUM-ADJ-IGR239-49-2024**

Market Value/Value (if any): **Rs. 3771077000**

Consideration Amount (if any): **Rs. 1334106000**

Received from **LH RESIDENTIAL HOUSING PRIVATE LIMITED** Residing at **1 L AND T HOUSE N M JOSHI MARG BALLARD ESTATE 400001**. Stamp duty of **Rs. 188554000/- (Rs. Eighteen Crore Eighty Five Lakh Fifty Four Thousand only)**. Vide e-Challan GRN No **MH016608374202324P** Dated :- **02-3-2024** The defacement number is **0008841852202324**.

*G. Somayajhi*  
Collector of Stamps  
Mumbai City

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 188554000/- (Rs. Eighteen Crore Eighty Five Lakh Fifty Four Thousand only)** with which this instrument is chargeable under **Article Development agreement of Schedule I of the said Act**, has been paid.

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८, च्या तरतुदीनुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

This Certificate is subject to the provisions of section 53(A) of the said Act.

*G. Somayajhi*  
मुद्रांक जिल्हाधिकारी  
Mumbai City



Place: Mumbai City

Date:

*G. Somayajhi*  
Collector of Stamps

Mumbai City



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महाराष्ट्र शासन  
मुद्रांक जिल्हाधिकारी, मुंबई यांचे कार्यालय  
310/311, तिसरा मजला, जुने जकात घर  
फोर्ट, मुंबई - 400 001

दुरध्वनी क्र. 022-22611870

E-mail :cos.mumbai@igrmaharashtra.gov.in

जा. क्र./मुजि/मुंबई/अभि.प्र. क्र. 49 -2024/आदेश/४९९-९०० दिनांक -

4 MAR 2024

महाराष्ट्र मुद्रांक अधिनियमचे कलम 31 खालील प्रकरणातील आदेश

1.संलेखातील माहिती पुढीलप्रमाणे-

1.	Description of the document	Description
2.	Type of the document	Joint Development Agreement
3.	Date of execution	Unexecuted
4.	The SNCRPL	Shree Nidhi Concept Realtors Pvt. Ltd.
5.	The L & T	LH Residential Housing Pvt. Ltd.
6.	Details of property	All Land Bearing, Situated at Village, Mahim, Mumbai - 400 016.
7.	C.S. No.	C.S. No. 1500(Part), 2116(Part) and 2124(Part) of Mahim Division
8.	Area of the Property	20465.72 sq.mtrs.
9.	Zone	17/119 Division - Mahim Zone as per R.R सन 2023-24



2. प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियम अंतर्गत कलम 31, पोटनियम (1) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, मुंबई यांचेकडे दिनांक 31/01/2024 रोजी अभिनिर्णयासाठी अर्ज दाखल केला आहे. अर्जासोबत अनिष्पादीत जॉइन्ट डेव्हलपमेंट अॅग्रीमेंट संलेख व प्रतिज्ञापत्र इत्यादी कागदपत्रे सादर केली आहेत. अर्जदार यांनी अभिनिर्णय फी रु. 100/- ई-चलन क्र. MH012850880202324P अन्वये दिनांक 22/12/2024 रोजी शासनाच्या लाभात जमा केली आहे.

3. अर्जदार यांनी प्रस्तुत जॉइन्ट डेव्हलपमेंट अॅग्रीमेंटच्या दस्तावर किती मुद्रांक शुल्क आकारता येईल, या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम 32-(2) नुसार खालील कागदपत्रे सादर केली आहेत -



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(i) महाराष्ट्र मुद्रांक अधिनियम अंतर्गत कलम 31 (2) नुसार प्रतिज्ञापत्र

(ii) डेव्हलमेंट अॅग्रीमेंटचा संलेख

4. प्रकरणाधीन संलेख हा जॉइन्ट डेव्हलमेंट अॅग्रीमेंटचा या शीर्षकाचा असून अनिष्पादीत आहे. संलेखाधीन बाबी विचारात घेता सहाय्यक नगररचनाकार यांनी संलेखाधीन मिळकतीचे रक्कम रु. 377,10,77,000/- इतके मुल्य निश्चित केले आहे. तसेच संलेखाधीन मिळकतीचा रक्कम रु. 133,41,06,000/- इतका मोबदला निश्चित होत आहे. मिळकतीच्या मोबदलापेक्षा बाजारमुल्य जास्त असल्याने रक्कम रु. 377,10,77,000/- इतके बाजारमुल्य निश्चित होत आहे. त्यामुळे बाजारमुल्य रक्कम रु. 377,10,77,000/- वर महाराष्ट्र मुद्रांक अधिनियमचे अनुसुची-1 चे अनुच्छेद 5(g-a) अन्वये एकुण 5% दराने रु.18,85,54,000/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक आहे.

5. उपरोक्तनुसार खालील अटी व शर्तीस अधिन राहून अंतिम आदेश पारित करण्यात येत



महाराष्ट्र मुद्रांक अधिनियमातील तरतुदीस अधिन राहून सदर अंतिम आदेश पारित करण्यात येत आहेत.

(ii) महाराष्ट्र मुद्रांक अधिनियमचे कलम 28 मध्ये नमुद केल्याप्रमाणे मुल्यांकन / मुद्रांक शुल्क आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती या बाबी संलेखात पूर्णपणे व खरेपणाने नमुद आहेत असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करून दिलेली आहे. कलम 28 चे तरतुदीसंबंधी अर्जदार यांनी अनुपालन न केल्यास महाराष्ट्र मुद्रांक अधिनियमचे कलम 63 अन्वये शास्तीची कार्यवाही करणेचे अधिन राहून आदेश पारित करण्यात येत आहेत.

(iii) महाराष्ट्र मुद्रांक अधिनियमचे कलम 28 चे अनुपालन न केल्याचे भविष्यात निदर्शनास आल्यास महाराष्ट्र मुद्रांक अधिनियमचे कलम 46 व महाराष्ट्र जमीन महसुल संहिता 1966 चे शास्तीसह मुद्रांक शुल्क वसूल करणेचे अधिन राहून आदेश पारित करण्यात येत आहेत.

बळई - २		
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Only

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- (iv) संलेखातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्रांच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतील संपूर्ण जबाबदारी ही संलेख निष्पादकावर / संलेखामधील पक्षकारावर राहिल.
- (v) सदर संलेखातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालू असेल तर त्याची संपूर्ण जबाबदारी ही संलेख निष्पादकावर / पक्षकारावर राहिल.
- (vi) संलेखाची नोंदणी प्रक्रिया ही नोंदणी अधिनियम 1908, महाराष्ट्र नोंदणी नियम 1961 आणि मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य, पुणे यांचे कार्यालयाचे परिपत्रक क्र. का.4/प्र. क्र. 617/2011/3008 दिनांक 22/12/2011 नुसार होईल हे स्पष्ट करण्यात येत आहे.
- (vii) सदर आदेश हे महाराष्ट्र मुद्रांक अधिनियमचे कलम 32(ब) आणि कलम 53(1अ) मधील तरतुदीस अधिन राहून पारित करण्यात येत आहेत.
- (viii) प्रस्तुत प्रकरणात महाराष्ट्र मुद्रांक अधिनियमचे कलम 53अ मधील तरतुदींना अधिन राहून जरी पक्षकार यांनी मुद्रांक शुल्क, दंड व नोंदणी करताना नोंदणी फी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही. याबाबतची सर्व जबाबदारी संलेख निष्पादकावर / पक्षकारावर राहिल. त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, मुंबई जबाबदार राहणार नाही.
- (ix) अर्जदारास या आदेशाद्वारे निश्चित केलेल्या जॉईन्ट डेव्हलपमेंट अॅग्रीमेंटमधील मिळकतीच्या बाजारमुल्याबाबत आक्षेप असल्यास त्यांना हा आदेश प्राप्त झाल्यापासून 60 दिवसांत मा. अपर मुद्रांक नियंत्रक, मुंबई यांचेकडे अपिल दाखल करता येईल. तसेच सदर आदेशात निश्चित केलेल्या बाजारमुल्याव्यतिरिक्त इतर बाबींकरीता आक्षेप असल्यास त्यांना हा आदेश प्राप्त झाल्यापासून 60 दिवसांत मा. मुख्य नियंत्रक, महसूल प्राधिकारी (CCRA), महाराष्ट्र राज्य, पुणे यांचेकडे अपिल दाखल करता येईल.



*(Handwritten signature)*

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५६५	५	११७
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Page/	105	4

आदेश

उक्त नमुद केलेल्या बाबींच्या पार्श्वभूमीवर, मी खाली स्वाक्षरी करणार, मुद्रांक जिल्हाधिकारी, मुंबई प्रश्नाधीन जॉईन्ट डेव्हलपमेंट अॅग्रीमेंटवर महाराष्ट्र मुद्रांक अधिनियमचे अनुसुची- 1 चे अनुच्छेद 5(g-a) नुसार रु. 18,85,54,000/- (अक्षरी रुपये अठरा कोटी पंच्याऐंशी लाख चौपन्न हजार मात्र) इतके मुद्रांक शुल्क आकारल्याचे आदेश पारित करित आहे. सदरील मुद्रांक शुल्क आपणास मान्य असल्यास हा आदेश प्राप्त झाल्यापासून 60 दिवसांचे आत शासकीय लेखा प्रणालीद्वारे (Government Receipt Accounting System) <https://gras.mahakosh.gov.in/echallan> या संकेतस्थळावर करता येईल. सदर मुद्रांक शुल्क लेखाशीर्ष (Head) क्र. 0030050801 (Payment Type - Duty on doc voluntarily brought for adjudication SoS) वर CSM\_COLLECTOR OF STAMPS MUMBAI या नावे शासन जमा करून ई-चलनाची प्रत या कार्यालयात सादर करावी.



*G. J. Jadhav*  
(कृष्णा जाधव)

मुद्रांक जिल्हाधिकारी,  
मुंबई

प्रत-

- 1) LH Residential Housing Pvt. Ltd.
- 2) सह दुय्यम निबंधक वर्ग-2, मुंबई शहर क्र. 1 ते मुंबई शहर क्र. 5

बबई - २		
५६५८	E	११८
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# Office of Collector of Stamps, Mumbai

310/3<sup>rd</sup> Flr., Old Custom House, Fort, Mumbai-400001.

Proceedings u/s 31 of Maharashtra Stamp Act in  
Adjudication Case No. ADJ/M/49/2024

प्रकरण क्रमांक	दस्ताचा प्रकार	दस्त दाखल दिनांक
ADJ/M/49/2024	Joint Development Agreement	दि. 31/01/2024

Document referred above is submitted u/s 31 of The M.S.A. 1958 for ascertainment of True Market Value and to pay stamp duty chargeable thereon, if any. The details of the same are as under.

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1.	Description of the document	Description
2.	Type of the document	Joint Development Agreement
3.	Date of execution	Unexecuted
4.	The SNCRPL	Shree Nidhi Concept Realtors Pvt. Ltd.
5.	The L & T	LH Residential Housing Pvt. Ltd.
6.	Details of property	All Land Bearing, Situated at Village, Mahim, Mumbai - 400 016.
7.	C.S. No.	C.S. No. 1500(Part), 2116(Part) and 2124(Part) of Mahim Division
8.	Area of the Property	20465.72 sq.mtrs.
9.	Zone	17/119 Division - Mahim Zone as per R.R सन 2023-24
10.	Rate as per sq.mtrs.	
11.	Land Rate	Rs. 95,970/-
12.	Resi. Rate	Rs. 2,15,620/-
13.	Construction Rate	Rs. 30250/-
14.	Basic Ratio (LC/RC)	1,33,890/30250 = 4.43 Hence 100% incentive FSI available as per DCR 33(9)(6)(b) Table amended on 08/07/2021



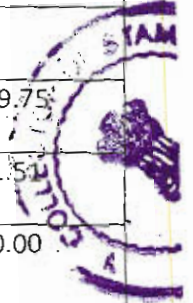
No.	Title	Description
1.	P.R. Card submitted or not	Not Submitted As per LOI 18/12/2020 the land is Owner Suit of land vests with state Government Land
2.	Area of the property	As par P.R. Card :- sq.mtrs As per the document: - 6163.68 sq.mtrs. Area to be considered for valuation: - 6163.68 sq.mtrs.
3.	Indemnity bond regarding tenancy is given or not	Not Applicable
4.	Cess category certificate submitted or not	Submitted.

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अभिनिर्णया करिता सादर केलला दस्त हा Joint Development Agreement या प्रकारचा असून तो Shree Nidhi Concept Realtors Pvt. Ltd. (SNCRPL) व LH Residential Housing Pvt. Ltd. (L & T) यांच्या मधील अनिष्पादित दस्त आहे.

दस्तात नमूद भूखंड C.S. no. 1500(Part), 2116(Part) and 2124(Part) या जमिनी महाराष्ट्र राज्य शासनाच्या मालकीचा आहे. बृहन्मुंबई पालिकेच्या Slum Rehabilitation Authority यांनी SRA/Eng/2025/GN/STGL/LOI MCGM Letter of Intent dtd. 18/12/2020 नुसार मंजूर झाली आहे व त्याचे FSI statement खालील प्रमाणे आहे:

ADJ/M/	49	2024	Sr. No.	Description	Now Proposed (In Sq. mt)
Page/	105	6	1	Area of Plot	20465.72
			1	Area affected due to CRZ	0.00
			2	Plot Area after deduction of plot in abeyance (1-i)	20465.72
			3	Deductions of Area under DP Road:	
			f)	Area under 13.40 m wide DP Road	3459.75
			g)	Area under 10.36 m wide DP Road	651.51
			h)	Area under combined reservation Rehabilitation and Resettlement Facilities + Municipal Facilities + Scrap Yard + Public Convenience + Solid Waste Management Facilities	400.00
			i)	Area under DOS 1.4	696.91
			j)	Total Deductions (a+b+c+d)	5208.17
			4	Net Area of Plot (2-3e)	15257.17
			5	Additions For Floor Space Index	
			a	100% of 3e	5208.17
			6	Total Area (4+5)	20465.72
			7	Proposed Rehab BUA	40751.07
			8	Area under Common Passages, Society office, Amenities	14212.15
			9	Total Rehab Component	54963.22
			10	Sale Component ratio as per LR/RC ratio as per DCPR 2034	1.10
			11	Sale Component (9*10)	60459.54



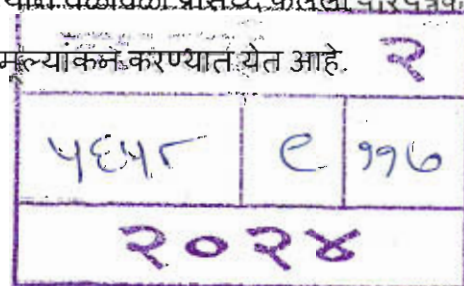
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12	Sale in BUA	ADJ/M/ 49	2024	60459.54
13	Total BUA generated on site (7 + 11)	Page/ 105	7	101210.61
14	Floor Space Index Sanctioned for Scheme			4.95
15	No. of slum dwellers to be accommodated (1115 R +13 R/C + 128 Commercials + 0.7 Ex. Amenities & 33 Other Amenities)			1296 Nos.
16	Provisional PAP to be provided (Total Tenements 1263 – 804 Eligible Tenements)			459 Nos.

सदर करार हा Joint Development Agreement स्वरूपाचा असून दस्तातील नमूद शर्ती विचारात घेता पान क्र. 5 वर नमूद नुसार तथा रेरा कारपेट Area 767000 चौ. फूट म्हणजेच एकूण बांधीव क्षेत्र 8,43,700 चौ. फूट म्हणजेच 78410.78 चौ. मीटर बिल्टअप उपलब्ध होत आहे. तसेच पान क्र. 4 व 5 मधील Clause F नुसार S.N.C.R.P.L. यांना Rera Carpet 40394 + 80606 चौ. फूट म्हणजेच 1,21,000 चौ फूट कारपेट म्हणजेच 12369.89 चौ मी. बिल्टअप क्षेत्र उपलब्ध होत आहे. तर L & T यांना 646000 चौ फूट म्हणजेच 66040.89 चौ. मी. बिल्टअप क्षेत्र मिळणार आहे. मात्र दस्तातील पान क्र. 25 clause 8 Revenue Sharing

SNCRPL Shall (Subject to Clause 8.7) be entitled to and shall receive 30% (Thirty percent) of the Net Revenues in respect of the L&T Premises, Subject to the deductions as set out hereinafter in Clause 8.6.2 (hereinafter referred to as "SNCRPL's Share) and (ii) L&T shall (subject to Clause 8.7) have and be entitled to the receive 70% (Seventy percent) of the Net Revenues, arising out of the L&T Premises. असे नमूद आहे त्यानुसार उपलब्ध Free Sale क्षेत्रापैकी 30% व 70% बांधीव क्षेत्र अनुक्रमे अनुमती S.N.C.R.P.L. व L&T यांना मिळणार आहे. या विभागणी नुसार हे क्षेत्र S.N.C.R.P.L. यांना  $66040.89 \times 0.3 = 19812.27 + 12369.89 = 32182.16$  चौ. मी. व L&T यांना  $66040.89 \times 0.7 = 46228.62$  चौ. मी. उपलब्ध होत आहे. या बाबीचा विचार करता मूल्यांकन खालील प्रमाण येईल.

या अभिनिर्णय प्रकरणामध्ये मूल्यांकनावर परिणाम करण्या-या सर्व बाबींचा LOI, DCPR 2034 मधील तरतुदी, ASR दि. 1 जाने. No. 23 व IGR कार्यालयाने वेळोवेळी प्रसिध्द केलेली परिपत्रके उपलब्ध पुरावे, कागदपत्रे यांचा विचार करून पट्टील प्रमाणे मूल्यांकन करण्यात येत आहे.



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Valuation :-

- 1) Plot Area - 20465.72 sq. mtrs
- 2) Permissible FSI - 4.95
- 3) Permissible BUA - 101305.31 sq.mtrs.
- 4) Free Sale (As per LOI) - 60459.54 sq.mtrs
- 5) Free Sale (As per Document) - 843700 sq. ft.
- 6) Rehab Area (9) - 54963.22 sq.mtrs
- 7) Value of L&T Developers - 377,10,76,932/-

(46228.62 x 95,970 x 0.85)

-----  
- Rs. 377,10,77,000/-

- a) Value of of SNCRPL - 102,21,85,857/-  
(32182.16 x 30250 x 1.05)
- b) Car Parking - 8,92,38,448/-  
(32182.16/45 x 13.75 x 30250 x 0.3)
- c) Infrastructure Charges - 16,09,10,800/-  
(32182.16 x 5000)
- d) Development Charges - 6,17,70,438/-
- e) (32182.16 x 2% x 95,970)

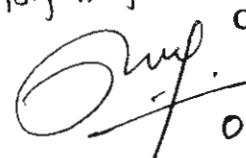
Total Value - 1,33,41,05,543/- Say Rs. 133,41,06,000/-

वरील मूल्यांकन अंमलबाजावणी सूचना क्रमांक 23 नुसार करणेत येत आहे. त्यातील नमूद नुसार L&T यांनी त्यांचे हिस्स्याचे क्षेत्र व SNCRPL यांचे हिस्स्याचे क्षेत्राचा खर्च करणेचा आहे. तो मोबदला स्वरूपात SNCRPL असल्याने वजा केला नाही. तसेच Clause 1.1.14 व 15 नुसार Capped Cost I & II ही Project वर खर्च करण्याची मर्यादा असल्याने वजा केली नाही. तसेच SNCRPL यांनी Rehab बांधकाम खर्च Liability खर्च करणेचा आहे. त्यामूळे अंमलबाजावणी सूचना क्रमांक 23 मध्ये नमूद विकासकाचे हिस्स्याचे बांधकाम खर्च वजा करणे नमूद असले तरी तो करता येणार नाही.

Submitted for approval and/or for suitable orders please.

  
Assistant Town Planner

प्रकारित प्रकल्पामुळे मुददे निवृत्त दावडें.  
अभिप्रायाबाबत दाखल कागदपत्रांच्या व माहितीच्या  
हाद्वारे माझ्या ज्ञानात येणारे आहे.

  
Collector of Stamps, Mumbai  
01/03/2024





CHALLAN  
MTR Form Number-6



GRN	MH016608374202324P	BARCODE			Date	02/03/2024-14:21:49	Form ID														
Department				Inspector General Of Registration				Payer Details													
Type of Payment				Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS				TAX ID / TAN (If Any)													
Office Name				CSM_COLLECTOR OF STAMPS MUMBAI				Full Name				LH RESIDENTIAL HOUSING PRIVATE LIMITED									
Location				MUMBAI				Flat/Block No.				L AND T HOUSE N. M. MARG									
Year				2023-2024 One Time				Premises/Building				BALLARD ESTATE, Mumbai G.P.O									
Account Head Details				Amount In Rs.				Road/Street				MUMBAI									
0030050801				Amount of Tax				188554000.00				Area/Locality				MUMBAI					
								Town/City/District													
								PIN				4 0 0 0 0 1									
								Remarks (If Any)				Stamp Duty paid for Mahim Project against C.S. No.1500 Part 2116 Part 2124 Part									
												<table border="1"> <tr> <td>ADJ/M/</td> <td>49</td> <td>2024</td> </tr> <tr> <td>Page/</td> <td>165</td> <td>9</td> </tr> </table>				ADJ/M/	49	2024	Page/	165	9
ADJ/M/	49	2024																			
Page/	165	9																			
Total				₹188554000.00				Amount In				Eighteen Crore Eighty Five Lakh Fifty Four Thousand									
								Words				d Rupees Only									
Payment Details				SBIEPAY PAYMENT GATEWAY				FOR USE IN RECEIVING BANK													
Cheque/DD Details				Bank CIN				Ref. No.				10000502024030202738 7597440362529									
Cheque/DD No.				Bank Date				RBI Date				02/03/2024-14:22:17 Not Verified with RBI									
Name of Bank				Bank-Branch				SBIEPAY PAYMENT GATEWAY													
Name of Branch				Scroll No. , Date				Not Verified with Scroll													

Department ID :

Mobile No. : 8108226688

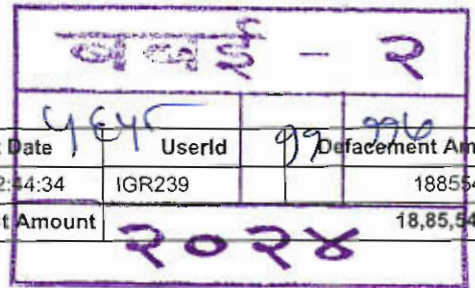
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चालन केवल दुर्यम निबंधक कार्यालयात नोंदणी करायच्या दस्तासाठी लागू आहे. नोंदणी न करायच्या दस्तासाठी सदर चालन लागू नाही.



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	0003524648	0008841852202324	05/03/2024-12:44:34	IGR239	188554000.00
Total Defacement Amount					18,85,54,000.00



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**प्रमाणपत्र**

प्रमाणित करण्यात येते की, अभिनिर्णय प्रकरण क्र. ADJ/M/49/2024 करीता रक्कम रु.18,85,54,000/- (अक्षरी रुपये अठरा करोड पंच्याऐंशी लाख चोपन्न हजार मात्र) इतके मुद्रांक शुल्क हे LH RESIDENTIAL HOUSING PRIVATE LIMITED दिनांक 02/03/2024 रोजी शासकीय भरणा प्रणाली अंतर्गत भरलेली असून त्याचा चलन क्रमांक MH016608374202324E असा आहे. सदरची रक्कम शासकीय लेखा प्रणालीद्वारे करण्यात आली असून चलन दिनांक 05/03/2024 रोजी विरुपित करण्यात आले आहे. सदर चलनाचा विरुपन क्रमांक 0008841852202324 असा आहे.

ठिकाण : मुंबई

दिनांक :



*(कृष्णा जाधव)*  
मुद्रांक जिल्हाधिकारी,  
मुंबई

2024	



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JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made at Mumbai on this 07<sup>th</sup> day of July, Two Thousand and Twenty-Four.

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BETWEEN

**SHREE NIDHI CONCEPT REALTORS PVT. LTD.** (CIN: U45201MH2006PTC164533) (PAN: AAKCS2026H) a company incorporated under the Companies Act, 2013/1956 having its registered office at Ganesh Bhuvan, 1<sup>st</sup> Floor, R N 3, Road Number 2, Hindu Colony Dadar East, Mumbai 400 013 through its Director Mr. Pritesh Dawda ~~Sachin Kaswe~~, duly authorized in this regard vide Board Resolution dated 30/01/24 (hereinafter referred to as "SNCRPL" which expression shall unless repugnant to the context be deemed to mean and include its successors in title and permitted assigns) of the **One Part**,

AND

**LH Residential Housing Private Limited**, a company registered under the provisions of the Companies Act, 2013 having CIN No. U68100MH2023PLC407788, having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400 001, through its Authorized Signatory Mr. Uma Charan Rath, duly authorized in this regard vide Board Resolution dated 23/02/24 (hereinafter referred to as "L&T" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of the **Other Part**.

SNCRPL and L&T are hereinafter collectively referred to as "**Parties**", and individually, as a "**Party**".

**WHEREAS:**

A. SNCRPL has represented to L&T as follows:

a. The Government of Maharashtra is the owner of land bearing C.S. Numbers 1500(Part), 2116(Part) and 2124(Part) of Mahim Division, admeasuring in the aggregate approximately 20,465.72 (Twenty Thousand Four Hundred And Sixty Five Point Seven Two) square meters, situated at village Mahim Mumbai 400 016, more particularly described in the **First Schedule** hereunder written on the Plan annexed as **Annexure A** hereto (hereinafter referred to as "**said Larger Land**").

b. The said Larger Land was occupied by slums which have been censused as such under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 ("**SRA Act**").

Over 70% of the eligible slum dwellers of the said slums on the said Larger Land have formed themselves into the following three Cooperative Housing Societies (for the rehabilitation of the slums on the said Larger Land as per the SRA Act) which are duly registered under the Maharashtra Co-Operative Societies Act, 1960:

a. Navkiran Welfare SRA Co-operative Housing Society Limited;

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सदरचे प्रमाणन हे महाराष्ट्र मुद्रांक अधिनियमातील तरतुदी अन्वये निर्गमित केलेले आहे परंतु सदर दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास नोंदणी अधिनियम १९०८ मधील तरतुदी नुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

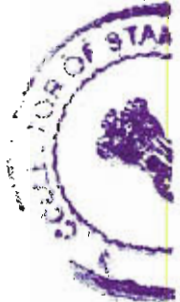
Received Adj. Fee Rs. 100/-  
 Vide E-Challan No. MH012850880 202324P  
 Date 22/12/2024

*[Signature]*  
 Collector of Stamps, Mumbai

certification No - 88/2024

**OFFICE OF THE COLLECTOR OF STAMPS, MUMBAI**  
 Case No. ADJ/M/ 49/2024 Dated 31/01/2024  
 Received form Shri. LH Residential Housing private Limited  
 Residing at Mumbai  
 Stamp duty Rs. 18,85,54,000/- (Rupees Eighteen Crore Eighty Five Lakh Fifty Four Thousand only)  
 paid in Bank - SBI  
 Vide E-Challan No. - MH016608374202324P  
 Dated 02/03/2024  
 Certified under Section 32(1)(a)(b) of the Maharashtra Stamp Act fully Stamp duty Rs. 18,85,54,000/- with which this instrument is chargeable has been paid vide Article No. 5(9-a)  
 This Certificate is subject to this provision of section 53(A) of Maharashtra Stamp Act.  
 Palace : Mumbai  
 Date : 05/03/2024  
 Collector Stamps, Mumbai

ate Limited



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स. मुद्रांक जिल्हाधिकारी, मुंबई शहर/अंमलबजावणी-१/अंमलबजावणी-२ यांचेकडून प्राप्त झालेले दि. ०२/०३/२०२४ रोजीच्या पत्रासोबत प्राप्त झालेल्या दस्तावी खातरजमा करण्यात आली असून ते बरोबर असल्याचे आढळून आले आहे.

*[Signature]*  
 ०२/०३/२४  
 लिपिक

*[Signature]*  
 सह दुय्यम निबंधक  
 मुंबई शहर क्र-२



b. New Janta Welfare SRA Co-operative Housing Society Limited; and

c. Hind Ekta SRA Co-operative Housing Society Limited.

(hereinafter collectively referred to as "Slum Societies").

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d. All the Slum Societies have vide general body resolutions, appointed SNCRPL as the promoter of the proposed slum rehabilitation scheme on the said Larger Land.

e. SNCRPL have appointed Mr. Anand V. Dhokay of Messrs Anand V. Dhokay Architect & Designer, F-63, Palm Acres, Mahatma Phule Road, Mulund East, Mumbai 400081 as the Architect for the proposed slum rehabilitation scheme on the said Larger Land.

f. The said Larger Land has been surveyed and a draft Annexure II in respect thereof has been prepared and submitted to the SRA along with a proposal for redevelopment of the said Larger Land as a Slum Rehabilitation Scheme under the SRA Act read with the provisions of the DCR.

g. The slums on the said Larger Land have been demolished and the eligible inhabitants/occupants of the said Larger Land and project affected persons have been accommodated in temporary alternate accommodation in accordance with the SRA Act.

h. The SRA has issued a revised letter of intent dated 18<sup>th</sup> December 2020, bearing reference No. SRA/Eng/2025/GN/STGL/LOI granting its in-principle approval to the Scheme (defined hereinafter) a copy whereof is annexed hereto as **Annexure B**.

i. The said revised letter of intent dated 18<sup>th</sup> December 2020 (Annexure B hereto) supersedes the letters of intent issued earlier on 5<sup>th</sup> February 2016, 22<sup>nd</sup> June 2016 and 8<sup>th</sup> March 2017.

j. The Ministry of Civil Aviation has issued its NOC dated 12<sup>th</sup> October 2022 bearing reference No. AAI / RHQ / WR / DoAS / Auth. / SNCR / WEST / B / 112717 / 263958 / 101 / 216-19 giving height clearance as follows:

Particulars	Permissible Top Elevation above Mean Sea Level (in meters)
1 <sup>st</sup> Floor Building (Tower 1)	122.90
2 <sup>nd</sup> Floor Building (Tower 2)	136.01
3 <sup>rd</sup> Floor Building (Tower 3)	121.83

A copy of the said NOC of the Ministry of Civil Aviation is annexed hereto as **Annexure C**.

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k. SNCRPL has availed the Existing Facility (defined hereinafter) from the Existing Lender (defined hereinafter) and has created the Existing Security (defined hereinafter) in favour of the Existing Lender to secure the Existing Facility. SNCRPL further has availed unsecured loan of Rs.50 Crores from JRPPL Enterprises Pvt. Ltd. As per the Deposits



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Agreement dated 8.01.2021. Subsequently, via Deed of Assignment dated 25.4.2022, PRPL Enterprises Pvt. Ltd. assigned the referred loan of Rs.50 Crores to VSI Investments Pvt. Ltd.

l. Out of the said Larger Land, land admeasuring approximately 3822.37 square meters more particularly described in the **Third Schedule** hereunder written and shaded in Tan colour on the plan annexed at **Annexure A** hereto ("**Future Development**") is subject to a claim by a third party. However, SNCRPL is in the process of settling the claim of the third party and on confirmation of such settlement by SNCRPL to L&T in writing, Future Development shall form part of **said Land** and the total area of **said Land**, as defined hereinafter, shall stand increased to 20,465.72 sq. mtrs. and the term said Land shall be construed accordingly.

m. The said Larger Land after excluding therefrom the Future Development is more particularly described in the **Third Schedule** hereunder written is shaded in Tan colour on the plan annexed at **Annexure A** hereto ("**said Land**").

SNCRPL has taken on itself to settle the past and future claims in respect of the scheme and to cover the same has retained SNCRPL Other Area.

B. The implementation of the Scheme (defined hereinafter) requires substantial financial resources, expertise and skill.

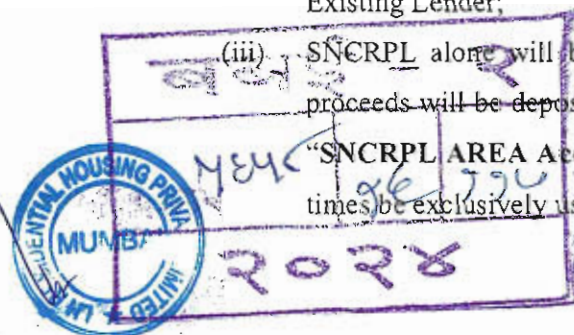
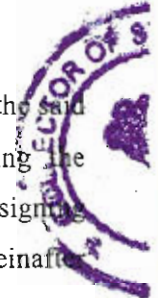
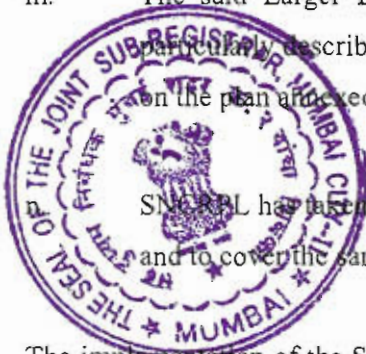
C. In the circumstances, SNCRPL has approached L&T to participate in the said Scheme on the said Land by undertaking the development of the Sale Component thereof but excluding the reservations, rehab buildings and their related amenities/infrastructure and is desirous of assigning and granting unto L&T the full free and irrevocable development rights as specified hereinafter free from all Encumbrances.

D. SNCRPL and L&T have agreed to identify and earmark from the sale component of the said Land, an area admeasuring in the aggregate 80,606 square feet (consisting of RERA Carpet Area and balcony area), along with applicable car parking (On equitable basis) ("**SNCRPL Area**") comprising of solely residential units.

E. In the circumstance above, SNCRPL approached and represented to the Existing Lender that, it is desirous of appointing L&T to undertake development of the sale component of the said Land as the developer thereof on the understanding that *inter alia*:

- (i) SNCRPL will be entitled to the SNCRPL Area;
- (ii) The SNCRPL Area will be exclusive towards repayment of the Existing Facility to the Existing Lender;

(iii) SNCRPL alone will be entitled to all proceeds arising from SNCRPL Area and such proceeds will be deposited in a separate set of escrow accounts (hereinafter referred to as "**SNCRPL AREA Account**"). All the proceeds arising from the SNCRPL Area will at all times be exclusively used for repayments to the Existing Lender;



- (iv) The amounts received in the 30% SNCRPL Area account {after net of GST as applicable, other pass through charges, brokerage (at actuals), marketing costs at 3.5% of agreement value plus applicable GST (brokerage and marketing costs capped at 5.5% of agreement value plus applicable GST)} (hereinafter referred to as "Deductions") in respect of SNCRPL Area will be immediately released to the Existing Lender and the balance amount received in the 70% SNCRPL AREA Account in respect of SNCRPL Area will also be released to the Existing Lender basis RERA Certificates immediately in accordance with the applicable RERA Rules and Regulations, both contributing towards repayment of the Existing Facility to the Existing Lender;
- (v) GST implication (if applicable) on above allocation of the SNCRPL Area shall be borne by SNCRPL alone.

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And SNCRPL has requested Existing Lender for its no-objection for entering into Joint Development Agreement with L&T as above on the basis of the aforesaid understanding and for release of their charge over the said Land (save and except the SNCRPL Area).

The Existing Lender has by its No Objection Certificate dated 28<sup>th</sup> November 2023 granted its no objection for (i) entering into Joint Development Agreement with of L&T as a developer in respect of the sale component of the said Land and (ii) release of its charge over the said Land (save and except the SNCRPL Area), subject the terms and conditions contained therein ("Existing Lender's NOC"). A copy of the Existing Lender's NOC is annexed hereto and marked as Annexure – "L".

Additionally, VSJ Investments Pvt. Ltd., via its letter of comfort cum no objection certificate dated 11.01.2024, granted its no objection to L&T and SNCRPL for entering into Joint Development Agreement. ("2<sup>nd</sup> NOC"). A copy of the 2<sup>nd</sup> NOC is annexed hereto and marked as Annexure – "I".

There shall be no restrictions and no transfer or any other charges on the sale/transfer of the SNCRPL Area that will be made by the investors / first purchasers.

Pursuant to the said NOC, sale of SNCRPL Area shall be through L&T only (save and except Investor Area directly sold by SNCRPL) and transfer charges shall not be applicable on such sales and L&T to ensure such sales happen in an equitable basis, to be reconciled on quarterly basis.

Investor Area being defined as units sold directly by SNCRPL and greater than 10,000 sq ft of Carpet Area for Main Scheme Project and 5,000 sq ft carpet area for Bhoomi Project.

F. Area statement of the Project (defined hereinafter) are as follows:

PARTICULARS	AREA
Area of the Said Land	20465.72 Sq. Mtrs
RERA Carpet Area of Premises in the Sale Buildings (defined hereinafter)	7,67,000 Sq. ft



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SNCRPL Other Area (RERA Carpet Area plus balcony area)	40,394 Sq. ft.
SNCRPL Area (RERA Carpet Area plus balcony area)	80,606 Sq. ft.
RERA Carpet Area of L&T Premises	6,46,000 Sq. ft.
Rehab Built up Area / FSI	
Number of Eligible slumdwellers, occupants, project affected persons to be housed in the Rehab Component.	1271

G. Relying on the representations, warranties, covenants, undertakings and indemnities provided by SNCRPL, including those set out in this Agreement, L&T has agreed to undertake the Project in accordance with this Agreement.

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

#### I. DEFINITIONS & INTERPRETATION

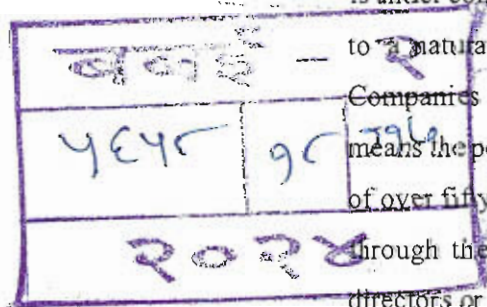
1.1. In addition to the terms separately defined elsewhere in this Agreement, for the purposes of this Agreement, the following terms shall have the meanings set forth below:



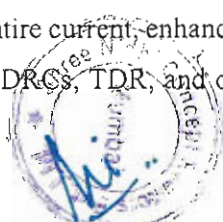
1.1.1. **"Bloom Land"** shall mean all that piece and parcel of land admeasuring 3764.57 square metres or thereabouts and bearing Final Plot Nos.772 to 778 and 781 to 790-FPS-1/1 and C.S. No. 1 500(part) situated at Mahim Division, Mumbai – 400 016 and more described in the **Fourth Schedule** hereunder written and shaded in Salmon colour on the plan annexed at **Annexure A** hereto.

1.1.2. **"Advance"** shall mean the interest bearing, adjustable and refundable advance defined in Clause 5.1.

1.1.3. **"Affiliate"** shall mean with respect to any Party, any Person that directly or indirectly through one or more intermediaries, owns or controls, or is owned or controlled by, or is under common ownership or control with the Party or Person specified and, in relation to a natural person, includes any 'Relative' (as such expression is defined in the Companies Act, 2013) of such natural person. For purposes of this definition, 'control' means the power to direct the management or policies of a Person through the ownership of over fifty percent (50%) of the voting power / partnership interest of such Person or through the power to appoint or remove over half of the members of the board of directors or partners or similar governing body of such person.



1.1.4. **"Aggregate FSI"** means the entire current, enhanced, future FSI, Premium FSI, Lift and Staircase Premium FAR, DR, DRCs, TDR, and other development potential, benefits,



potential, yield, and/or advantages, and/or as may be available on any account whatsoever in respect of the said Land, and/or any other rights, benefits and/or any floating rights of any nature whatsoever in respect of the said Land, and by whatever name called, including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the said Land.

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1.1.5. **“Aggregate Premises”** shall mean and include all the flats, dwellings, floor area, units, premises, apartments, etc. comprised in the Sale Buildings of the Project (including parking spaces) including the SNCRPL Area (defined hereunder) and the SNCRPL Other Area (defined hereunder).

1.1.6. **“Agreement”** means this Joint Development Agreement, including all recitals and schedules herein and all annexures hereto, and also includes any modifications hereof mutually agreed and reduced to writing and executed by the Parties hereto from time to time.

1.1.7. **“Allottees”** shall include Persons to whom any of the Aggregate Premises comprised in the Project are sold/disposed/leased/allotted and/or agreed to be sold/disposed/leased/allotted in accordance with this Agreement and shall include prospective purchasers/lessees/allottees.



1.1.8. **“Applicable Law”** includes all statutes, laws, bye-laws, rules, regulations, development control rules and regulations, orders, judgments, decrees, ordinances, guidelines, policies, notices, Government Resolutions (GRs), directions, conditions of any regulatory approval or license, the Approvals, and the terms and conditions thereof, as may be, or imposed, or required, or mandated, in any manner by any Governmental Authority, from time to time, and/or applicable to the said Land, and/or the Project, or any part/s thereof; all being of the Republic of India;



1.1.9. **“Approvals”** include all approvals, permissions, authorizations, consents, licenses, exemptions, letters of intent, annexes, intimations of approval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans (and any amendments/modifications/clarifications thereto), approvals of any government authority, approvals of the high rise committee, approvals (and any amendments/modifications/clarifications thereto), by whatever name called, obtained, in the process of being obtained, and to be obtained, under Applicable Law, as the Parties may consider necessary and expedient, and/or as required by any Governmental Authority, in relation to the development of the said Land and the Project, including of the civil aviation authorities, Ministry of Environment and Forest (“MoEF”), SRA, MCGM, and/or any other authority or entity, as may be applicable and/or required for the development of the said Land and the implementation and completion of the Project;



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1.1.10. "Association" shall include a co-operative society under the Maharashtra Co-operative Societies Act, 1960 and the rules framed thereunder, or a limited company incorporated and registered under the provisions of the Companies Act, 2013, or an association of apartment owners (that is, a condominium) under the Maharashtra Apartment Ownership Act, 1970 and the rules framed thereunder or any other registered association or body, comprising of the Allottees. It is clarified that, as the Project is proposed to be comprising of more than one separate multi-storied buildings, each such building could have an independent Association.

1.1.11. "Bank Accounts" shall have the meaning assigned to it in Clause 8.5 hereinbelow;

1.1.12. "Brokerage/Commission" shall mean the actual fee paid to any broker or third party agent/consultants (not being an affiliate of any Party hereto) and towards employee / customers referrals, in respect of allotment and sales of the L&T Premises sold through such broker or third party agent/consultant or employee / customers referrals;

1.1.13. "Business Day" means a day on which scheduled banks are open for normal banking transactions, other than a Sunday or national holiday, in Mumbai, India;

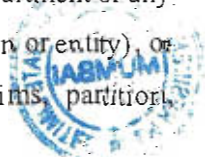
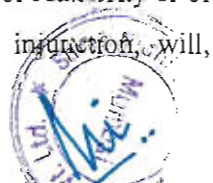
1.1.14. "Capped Cost 1" shall mean costs not exceeding Rs. 1,64,00,00,000 (Rupees one hundred and Sixty four crores) to be incurred towards part of the cost of Approvals including fees of the liaison architect for generating the Sale FSI estimated at 7,67,000 (Seven Lakhs Sixty Seven Thousand) square feet RERA Carpet Area and which costs shall be pro-rata to the quantum of the Sale FSI actually generated. The Capped Cost 1 shall (subject to the maximum limit specified above) increase/decrease in proportion to the increase/decrease in the Sale FSI from the estimate of 7,67,000 (Seven Lakhs Sixty Seven Thousand) square feet RERA Carpet Area.



1.1.15. "Capped Cost 2" shall mean costs not exceeding Rs.100,00,00,000 (Rupees One Hundred Crores) for purchase of fungible FSI for generating the Sale FSI of at least 7,67,000 (Seven Lakhs Sixty Seven Thousand) square feet RERA Carpet Area and which costs shall be pro-rata to the quantum of the Sale FSI actually generated. The Capped Cost 2 shall (subject to the maximum limit specified above) increase/decrease in proportion to the increase/decrease in the Sale FSI from the estimate of 7,67,000 (Seven Lakhs Sixty Seven Thousand) square feet RERA Capet Area.

1.1.16. "DCR" means the Development Control Regulations for Greater Mumbai, 1991 and the now amended Development Control for Promotion and Regulation for Greater Mumbai, 2034;		
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1.1.17. "Encumbrance" means any disputes, claims, litigation, easement rights, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Government or Authority or of any other person or entity), or any kind of attachment, lien, court injunction, will, exchange, claims, partition.



memorandum of understanding, development agreement, joint venture agreement or any other legal impediment, mortgage, pledge, equitable interest, adverse claims, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, charge, commitment, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same

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1.1.18. “Escrow Agent” means the escrow agent to be mutually appointed by the Parties in terms of this Agreement, and who shall act strictly in the manner as set out in the Escrow Agreement, to be settled by the Parties.

1.1.19. “Escrow Agreement” means the agreement to be executed between L&T, SNCRPL, and the Escrow Agent for operation of the Escrow Bank Account-1 and Escrow Bank Account-2;

1.1.20. “Escrow Bank Account – 1” shall mean a no lien non-interest bearing bank account to be opened and maintained by the Escrow Agent and as may be titled and maintained by L&T, in which 30% (Thirty percent) of the amounts collected in Landing Collection Account (defined hereunder), as well as, the amounts withdrawn from the RERA Escrow Account (defined hereunder) based on the provision of Section 4 of the RERA Act, 2016 and Maha RERA Rules, 2017 shall be deposited. The Escrow Bank Account-1 shall be solely operated by L&T, in accordance with the terms of this Agreement and the Escrow Agreement to be executed between L&T, SNCRPL and the Escrow Agent.

1.1.21. “Escrow Bank Account – 2” shall mean a no lien non-interest-bearing bank account to be opened and maintained by the Escrow Agent and as may be titled by L&T and shall have the meaning assigned to it in Clause 8.5 hereunder. The Escrow Bank Account-2 shall be operated solely by L&T in accordance with the terms of this Agreement.

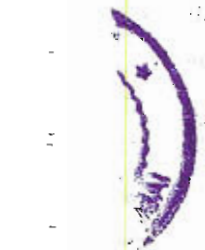
“Future Development” shall have the meaning ascribed to it in recital I.

“Existing Facility” shall mean the 16,000 (Fifty- Thousand) redeemable, secured, non-convertible debentures of SNCRPL having a face value of Rs.1,00,000/- (Rupees One Lakh only) each aggregating up to Rs.160,00,00,000/- (Rupees One Hundred Sixty Crores Only) subscribed by the Existing Lender.

1.1.24. “SNCRPL Other Area” shall mean 40,394 square feet RERA Carpet-Area plus balcony in the Sale Buildings.

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- 1.1.25. "Existing Lender" shall mean the Lender who has issued the Existing Lender's NOC (as per Annexure L) for the Existing Facility to SNCRPL
- 1.1.26. "Existing Security" shall mean the security created by SNCRPL in favour of the Existing Lender or its trustee to secure the repayment of the Existing Facility with interest etc., being a mortgage *interalia* of the entire development rights in respect of the Said Land.
- 1.1.27. "Force Majeure Event" shall have the meaning ascribed to it in Clause 26 of this Agreement;
- 1.1.28. "FSI" shall mean floor space index as per Applicable Law;
- 1.1.29. "Governmental Authority" means the Government of India, the State Government of Maharashtra, semi-governmental, any local or other government, any ministry, department, agency, officer, commission, court, judicial or quasi-judicial body or authority, statutory or public authority or body, or other body or person exercising executive, legislative, judicial, regulatory or administrative functions of a government; and includes the MCGM, CRZ, MCZMA, Civil Aviation, Airport Authority, MOEF, Collector's Office, Revenue Authority, Fire Authority, Lift Authority, and any other concerned bodies or authorities;

1.1.30. "Gross Revenue" shall mean and include: (a) the sale price and/or consideration (including floor rise and preferred location charges, if any), stated in the allotment letters MOUs, agreements for sale and other writings executed with prospective Allottees in respect of the allotments of L&T Premises, including Car Parking Spaces, to them, (b) non-refundable charges and expenses paid by the customers, money collected towards car parking spaces, club member charges including EDC/IDC, forfeiture amounts and cancellation charges, interest on delayed payments, and all other proceeds accrued / accruing, directly or indirectly from the commercial exploitation of Sale Land, (c) amount collected towards infrastructure charges for Sale Land (d) any interest, compensation, damages received from any Allottees, lessees, or licensees in respect of any delayed payments of any instalments of the purchase price and consideration in respect of the Project; (e) the Deposits paid by Allottees to be transferred to the Society of unitholders to be formed at a later date. (f) GST paid by the customers, (g) Stamp Duty paid by the Customers. (h) transfer fee on sale of flats received from any allottees.

1.1.31. "Irrevocable POA" shall have the meaning assigned to it in Clause 4.

1.1.32. "Landing Collection Account" shall mean a no lien bank account and as may be titled by L&T, in which Gross Revenue shall be deposited and to be operated in accordance with the terms of this Agreement.

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1.1.33. "LOI" shall mean the revised letter of intent dated 18<sup>th</sup> December 2020, bearing reference No. SRA/Eng/2025/GN/STGL/LOI annexed as Annexure B hereto and shall include all revisions/amendments thereto (which are acceptable to L&T) and any subsequent further revised letter of intent (in from acceptable to L&T) that may be issued by the SRA hereafter.

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1.1.34. "Losses" shall include claims, losses, damages, costs, charges, expenses, liabilities, premiums, statutory fines, penalties, impositions, interest including interest on penalties, out-of-pocket expenses, attorneys' and accountants' fees, and other liabilities sustained, suffered and/or incurred by a Party on account of any failure, delay, breach, default, non-observance, non-performance, or non-compliance, by the other Party.

1.1.35. "L&T Indemnified Parties" shall mean L&T, its Affiliates and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and permitted assigns.



1.1.36. "L&T Intellectual Property" means the word mark "L&T Realty" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of L&T and/or in respect of the Sale Buildings and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.



1.1.37. "L&T Premises" shall mean and include all the flats, dwellings, floor area, units, remises, apartments, etc. comprised in the Sale Buildings of the Project (including parking spaces) excluding the SNCRPL Area and the SNCRPL Other Area;

1.1.38. "L&T Project Costs" means the following costs limited to the extent they are required to be incurred for the performance of L&T's specific obligations under this Agreement in respect of Project:

1.1.38.1. cost of construction and completion of Sale Component, including SNCRPL Area and SNCRPL Other Area (including balcony). It is clarified



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that the SNCRPL Area shall be distributed proportionately and equitably across the first 2 (two) residential buildings/towers/wings comprising the Sale Buildings those will be launched (first launch) by SNCRPL and L&T and accordingly the SNCRPL Other Area shall be provided in the remaining Sale Buildings which shall be distributed proportionately and equitably;

- 1.1.38.2. Capped Cost 1 to be incurred as per the timelines and milestones specified in **Annexure E**.
- 1.1.38.3. Capped Cost 2 to be incurred as per the timelines and milestones specified in **Annexure F**.
- 1.1.38.4. Design and consultants costs for the Sale Component, including security and insurance.
- 1.1.38.5. Sales and marketing expenses in respect of the Sale Component.
- 1.1.38.6. Cost of administration of the Project of the Sale Building.
- 1.1.38.7. the cost to get this Agreement and the Irrevocable POA, duly stamped and registered with the sub-registrar of Assurances.
- 1.1.38.8. cost towards any defect liability claim/s in respect of the construction of the Sale Component;



1.1.39. "L&T's Share" shall have the meaning ascribed to it in Clause 8.2 of this Agreement;

"**Material Adverse Effect**" shall mean the effect or consequence of any event or series of events or circumstances, whether related or not, which has or is likely to have a material and adverse effect on the development and construction of the Scheme which may or is likely to affect (i) the ability of the Parties to perform or comply with all or any of their respective obligations under this Agreement and/or the other related documents; or (ii) endanger the development and construction of the Scheme; or (iii) the exercise by the Parties of their respective rights under this Agreement.

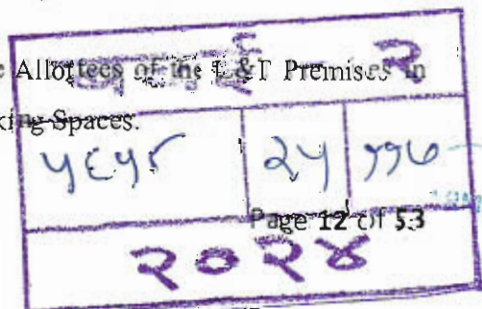
- 1.1.41. "**MCGM**" shall mean the municipal corporation of Greater Mumbai.
- 1.1.42. "**Net Revenues**" shall mean Gross Revenue minus Pass Through Deposits/Charges;
- 1.1.43. "**Occupation Certificate**" shall mean an occupation certificate issued by the MCGM, as applicable, and shall also include a part occupation certificate;

1.1.44. "**Ownership Act**" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA") and/or the RERA and/or any statute governing the allotment and sales of Aggregate Premises in force in the State of Maharashtra, to the extent applicable, from time to time;

1.1.45. "**Pass Thorough Deposits/Charges**" OR "**Escrow 1 Deductions**" shall mean the following liabilities, charges, amounts, deposits, etc:



- 1.1.45.1. the actual amounts payable towards stamp duty, registration charges, legal costs and other allied costs in respect of MOUs, Agreements for Sale and all other documents and writings employed in respect of the allotments and sales, of all L&T Premises. as collected from Allottees. Withdrawals shall be done by L&T on requirement basis, at actuals.;
- 1.1.45.2. Amount to be paid towards output GST being the GST amount to be collected from the Allottees/Purchasers. Towards currently applicable output GST i.e. 5 % of the gross revenue, on daily basis, shall be withdrawn from Escrow 1 by L&T and the same shall be actualised on monthly basis by 7<sup>th</sup> of the succeeding;
- 1.1.45.3. Brokerage/commission at actuals. 2 % of the gross revenue, on daily basis, is required to be withdrawn from Escrow 1 by L&T and the same shall be actualised on monthly basis by 7<sup>th</sup> of the succeeding month.
- 1.1.45.4. Any amount to be refunded to the Allottees/Purchasers of the Unit including any interest or charges payable in respect thereof, in the event of cancellation(s) of their booking, or any refund of any nature whatsoever, to such allottees / purchasers, including but not limited to expression of interest (EOI). Towards refunds, 1 % of the gross revenue, on daily basis, shall be withdrawn from Escrow 1 by L&T and the same shall be actualised on monthly basis by 7<sup>th</sup> of the succeeding month.
- 1.1.45.5. All present and future taxes, government charges, municipal charges, statutory dues, cess, refundable deposits, impositions and duties payable in respect of the allotments and sales of L&T Premises which shall be charged to, and collected from, Allottees. Withdrawals shall be done by L&T on requirement basis, at actuals
- 1.1.45.6. amounts collected towards maintenance and repairs of the Sale Buildings, Common Amenities & Facilities and the Car Parking Spaces in the Complex and/or any buildings or areas therein, corpus funds, sinking funds, and all other funds established in respect of the Complex including towards corpus for recreational facilities;
- 1.1.45.7. amounts collected towards reimbursement of connection/installation charges towards utilities viz. gas, electricity etc.;
- 1.1.45.8. Amounts collected towards maintenance and repairs of the Sale Buildings, Common Amenities & Facilities and the Car Parking Spaces in the Complex and/or any buildings or areas therein, corpus funds, etc. to be further handed over to the Society / Association / Federation / Apex Body. Withdrawals shall be done by L&T on requirement basis, at actuals. Amounts collected towards share application money, society formation charges, reimbursement of connection/installation charges towards utilities viz. gas, electricity etc. Withdrawals shall be done by L&T on requirement basis, at actuals.
- 1.1.45.9. GST collected from the Allottees;
- 1.1.45.10. Any other charges collected from the Allottees of the L&T Premises in respect of maintenance of the Car Parking Spaces.



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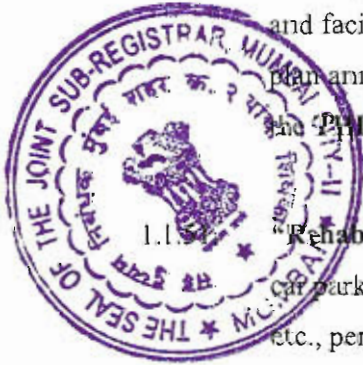
1.1.46. **“Person”** means any natural person, trust, firm, Governmental Authority, joint venture, association, partnership (whether limited or unlimited), limited or unlimited liability company, society, trust, union, or other entity (whether incorporated or not and whether or not having separate legal personality).

1.1.47. **“Proceedings”** shall mean all claims, demands, notices, suits, actions, proceedings (civil, criminal or revenue), orders, decrees or judgments attributable to and/or in relation to, and/or arising from, and/or in respect of the said Land and/or the Project, by any persons, parties and/or Governmental Authority/ies, including the, MCGM, and/or any of the Allottees and/or Slum Societies.

1.1.48. **“Project”** shall mean the development and construction of the Sale Component on the said Land and the marketing and sale of the L&T Premises;

1.1.49. **“Rehab Component”** shall mean the development and construction of the Rehab Buildings together with the Rehab Infrastructure.

1.1.50. **“Rehab Land”** shall mean land admeasuring approximately 2969 square meters forming a part of the said Land on which the Rehab Buildings along with the amenities and facilities therein shall be constructed, and as hatched in Light Green colour on the plan annexed hereto and marked as ANNEXURE “A”, more particularly described in the THIRD SCHEDULE hereunder written.



1.1.51. **“Rehab Infrastructure”** shall mean common areas, infrastructure, amenities, facilities, car parking spaces / facilities, internal/access roads, recreational amenities and facilities etc., pertaining to the Rehab Budlings.

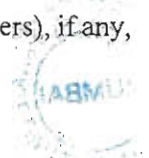
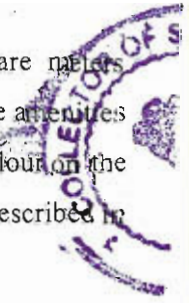
1.1.52. **“RERA”** shall mean the Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder.

1.1.53. **“RERA Carpet Area”** shall mean the carpet area computed in accordance with the definition of the term ‘Carpet Area’ as provided in Section 2 (k) of RERA.

1.1.54. **“RERA Escrow Account”** shall mean a no lien bank account, and as may be titled by L&T, in which 70% of the amounts collected in Landing Collection Account shall be deposited in accordance with the provisions of RERA. This Bank Account shall be solely operated by L&T, in accordance with the terms of this Agreement. SNCRPL shall support/ensure compliances for withdrawal of the amount from this RERA Escrow Account.

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1.1.55. **“Reservations”** means the reservations (whether garden or RG or PG or others), if any, specified in the development plan.



1.1.56. **“Rehab Buildings”** means collectively all buildings and premises to be developed and constructed on the Rehab Land, to be handed over to the tenants, occupants, slum dwellers, VLTs, etc., under the redevelopment scheme of DCR 33(10) sanctioned by the SRA including amenities and facilities and non tower common areas pertaining to such buildings and premises.

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1.1.57. **“said Land”** shall mean have the meaning ascribed to it in Recital A(m).

1.1.58. **“DP Road”** shall mean proposed 13.4 meter DP Road, admeasuring approximately 4253 st. mtr. passing through said Land and Future Development to be constructed by SNCRPL at its own cost, and as hatched in Grey colour on the plan annexed hereto and marked as ANNEXURE “A”, more particularly described in the SECOND SCHEDULE hereunder written; After receiving the necessary approval from the MCGM, the alignment, area and precise location of the DP will be decided.

1.1.59. **“Sale Buildings”** shall mean residential buildings/towers, each of not more than 40 (forty) floors above the podium, comprising the Project and to be constructed using the Sale FSI on the Sale Land.

1.1.60. **“Sale Component”** shall mean the development and construction of the Sale Buildings together with the Sale Infrastructure.

1.1.61. **“Sale FSI”** shall mean all the free sale development potential permissible under applicable laws and available to be used under the LOI, present and future, which is inclusive of fungible FSI and which SNCRPL warrants a Minimum Sale FSI (Including fungible FSI) of at least 8.07 lakh sq. ft. equivalent to RERA Carpet Area, of approximately 7.27 lakh square feet.

1.1.62. **“Sale Infrastructure”** shall mean the common areas, infrastructure, amenities, facilities, car parking spaces / facilities, internal/access roads, recreational amenities and facilities etc., pertaining to the Sale Buildings and the Aggregate Premises.

1.1.63. **“Sale Land”** shall mean land admeasuring approximately 6163.68 square meters forming part of the said Land on which the Sale Buildings alongwith the amenities and facilities therein shall be constructed by utilizing Sale FSI, and as hatched in Light Blue colour on the plan annexed hereto and marked as ANNEXURE “A”, more particularly described in the SECOND SCHEDULE hereunder written;

**“Proposed Development Land”** Land shall mean **“Proposed Development Land”** shall mean land admeasuring approximately 2152 square meters forming part of the said Land and landlocked between Sale Land and Rehab Land, on which the either L&T proposed future Sale Buildings alongwith the amenities and facilities therein or part thereof and remaining component, if any shall be used for the Rehab component based on the proposed development plan as decided by L&T and a portion hatched in Lavender

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colour on the plan annexed hereto and marked as ANNEXURE "A", more particularly described in the **SECOND SCHEDULE** hereunder written. L&T shall have exclusive right, control and possession over the Proposed Development Land and SNCRPL shall not be able to carry out any activities on this Proposed Development Land without written approval from the L&T.

1.1.65. "Scheme" shall mean the scheme for redevelopment of the said Land as per the LOI and in accordance with Regulation 33(10) of DCR, which includes clearing the slums from the said Land, providing transit/temporary accommodation to slum dwellers and project affected persons, the development and construction of the Rehab Component, the Sale Component, etc. and also includes the marketing and sale of the Aggregate Premises.

1.1.66. "Slum Societies" shall have the meaning ascribed to it in Recital c

1.1.67. "SNCRPL's Intellectual Property" means the word mark "SNCRPL" including associate brand" and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, patents, circuit layouts, business and domain names, copyrights, other distinctive features or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of SNCRPL and/or in respect of the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights;

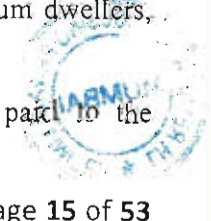
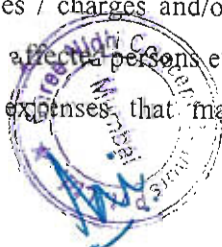
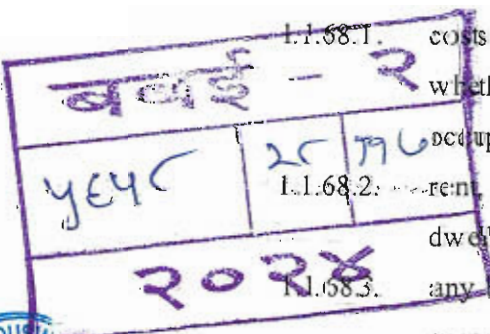
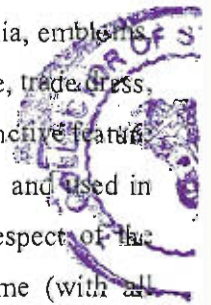
1.1.68. "SNCRPL's Project Costs" shall mean all costs, charges, expenses and liabilities arising and/or payable in respect of the said Land as set out below, including the following:-

1.1.68.1. costs and expenses to deal with and settle the claims/disputes, if any, whether present or future, of the eligible and non-eligible slum dwellers, occupants, project affected persons etc.

1.1.68.2. rent, deposits etc. payable for temporary transit accommodation, all slum dwellers, occupants, project affected persons etc.

1.1.68.3. any betterment fees / charges and/or rent payable to all slum dwellers, occupants, project affected persons etc.

1.1.68.4. all charges and expenses that may be required to be paid to the



Governmental Authorities for verifying the eligibility of the slum-dwellers;

occupants, encroachers, project affected persons etc. as contemplated under the SRA Act and Applicable Law.

- 1.1.68.5. costs for vacating and demolishing all structures on the said Land and for clearing the said Land to enable development of the Sale Component and the Rehab Component.
- 1.1.68.6. costs for providing the access road of not less than 13.4 meters width from Tulsi Pipe Road to the Sale Land and the access road of not less than 9.14 meters width from Mori Road as per the DP plan and in accordance with the sketch showing road layout at **Annexure G**.
- 1.1.68.7. fees of liaison architects for the Scheme including licensed plumber, licensed electrician and licensed site supervisor, who are required for obtaining Approvals, including Approvals from SRA, MCGM, CRZ/MCZMA, Collector's Office, Revenue Authority, Civil Aviation Authority, Traffic Authority, MOEF, Fire Authority, Lift Authority and any other Governmental Authority.
- 1.1.68.8. Costs for obtaining all the necessary Approvals, including consents, permissions, approvals, viz. LOI, IOA, CC, OC etc. And any such other Approvals as may be required to be obtained from the relevant Governmental Authorities, such as MHADA, SRA, MCGM, CRZ/MCZMA, Collector's Office, Revenue Authority, Aviation Authority, Traffic Authority, MOEF, HRC Authority, Fire Authority, Lift Authority and any other Governmental Authority for the construction and development of the Sale Component and the Rehab Component, as may be required and as per plans prepared by L&T for the Sale Component.
- 1.1.68.9. Cost to obtain Sale FSI, fungible FSI, premium FSI, staircase premium and TDR along with taxes as may be required for the Scheme.
- 1.1.68.10. Premiums for the exclusion of staircase, lift and lift well from FSI and premiums for open space deficiency. L&T shall, during its planning exercise, endeavour to keep the aforesaid premium amounts as low as reasonably and practicably possible bearing in mind the nature and size of the Project and the market requirements.
- 1.1.68.11. Costs forming part of the Capped Cost 1 to the extent they exceed the maximum limit specified in the definition of Capped Cost 1. It is clarified that any savings in the Capped Cost 1 shall be to the benefit of SNCRPL. Any cost over and above the Capped Cost 1 shall be borne by the SNCRPL.
- 1.1.68.12. Costs forming part of the Capped Cost 2 to the extent they exceed the maximum limit specified in the definition of Capped Cost 2. It is clarified that any savings in the Capped Cost 2 shall be to the benefit of SNCRPL. Any cost over and above the Capped Cost 2 shall be borne by the SNCRPL.
- 1.1.68.13. Cost to construct Rehab Component in accordance with the plans as may be sanctioned by competent Governmental Authority and as per Applicable Law, including cost incurred for safety, security, insurance, taxes, duties and hand over of each phase of Rehab Building and units therein.
- 1.1.68.14. Cost to construct and handover to appropriate Governmental Authorities

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of all Reservations as per approved development plan (Garden, RG, PG), if applicable, excluding sale layout RG.

- 1.1.68.15. Cost towards maintaining a clear and marketable title of the said Land throughout the Project life cycle and cost of all Proceedings, including Proceedings to protect the Title of the said Land and also the cost for obtaining Title Certificate in respect of the said Land.
- 1.1.68.16. All expenses towards maintaining relationships with local stake holders extraneous to the Project execution, as well as, obtaining all Approvals for the Scheme.
- 1.1.68.17. Costs towards LUC Tax (7 years from date of launch of the first unit in Project), labour cess, municipal dues, penalties, title dispute, third-party liabilities and DP Road pro rata charges for water, sewerage etc.
- 1.1.68.18. Cost to be responsible for any defect liability claim in respect of the construction of the Rehab Component.
- 1.1.68.19. Cost to provide clear title for the land and project and cost to settle or recognise any previous understandings with Landowners or lenders etc.
- 1.1.68.20. Cost of administration of SNCRPL.

1.1.69. "SNCRPL's Share" shall have the meaning assigned to it in Clause 3.2 of this Agreement;

"SRA" shall mean the Slum Rehabilitation Authority under the SRA Act;

"SRA Act" shall mean the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.

"TDS" shall mean income tax deducted at source under the provisions of the Income Tax Act, 1961. The certificate of TDS deduction/deposit by the Allottees shall be utilised by L&T and to the extent of such TDS deduction/deposits by Allottees shall be deemed as receipt of revenue by L&T.

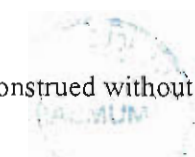
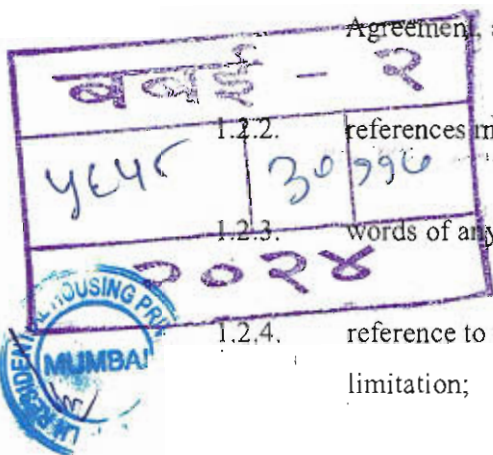
1.2. The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its entirety. In this Agreement, unless the context otherwise requires:

1.2.1. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses, Schedules or Annexures of this Agreement, as the case may be;

1.2.2. references made to the singular, shall include references to the plural, and vice-versa;

1.2.3. words of any gender are deemed to include the other gender;

1.2.4. reference to the word "include" or "includes" or "including" shall be construed without limitation;



1.2.5. reference to any document includes an amendment or supplement to, or replacement or novation of, that document, but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement;

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1.2.6. reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment, and "amended" is to be construed accordingly;

1.2.7. any word or phrase defined in the body of this Agreement as opposed to being defined in Clause (1.1) above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;

1.2.8. if any provision in Clause (1.1) is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;

1.2.9. bold typeface, headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;

1.2.10. when any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day;

1.2.11. time is of the essence in respect of the performance by the Parties of their respective obligations under this Agreement. If any time period specified herein is extended in writing by the Parties, in their discretion, such extended time period shall also be of the essence;

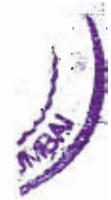
1.2.12. references to Recitals, Articles, Clauses, Schedules and Annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;

1.2.13. references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date of execution of this Agreement, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision;

1.2.14. a document shall be said to be mutually agreed if it is in form and substance agreed in writing amongst the Parties hereto, and wherever in this Agreement, any consent, permission, approval, confirmation, concurrence or agreement is required, the same shall be in writing and signed by the Party issuing or granting the same; and

1.2.15. no provision of this Agreement shall be interpreted in favour of, or against, any Party

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by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

## 2. PRINCIPAL AND OVERARCHING AGREEMENT

2.1. SNCRPL has agreed, accepted, acknowledged and irrevocably confirmed that L&T have agreed to enter into this Agreement, and to comply with their obligations herein mentioned, *inter alia*, on the basis, strength and faith of the following principal and overarching agreements, that is:

2.1.1. The Project is, as warranted, represented and assured by SNCRPL, a ready development that is capable to be immediately commenced, fully implemented and fully completed as contemplated herein.

2.1.2. All representations and warranties of SNCRPL contained in this Agreement are accurate in letter and spirit and shall remain accurate throughout the duration of this Agreement.

2.1.3. SNCRPL has complied with all Applicable Laws, and have obtained all Approvals in respect of the Scheme;

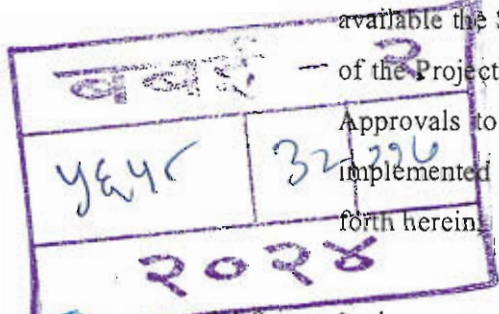
2.1.4. All necessary agreements and consents with the slum dwellers and the Slum Societies have been obtained, and the same are all valid, subsisting and in place;

2.1.5. There are no factors, or circumstances, that SNCRPL are aware of, that shall or may affect the full and complete implementation and full completion of the Scheme, including specifically the development and construction of the Project, in the manner, and in the time period contemplated and stated herein.

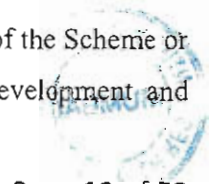


2.1.6. There are no Proceedings save and except those that are specifically disclosed in the disclosure letter dated 28<sup>th</sup> November 2023 addressed by SNCRPL to L&T, a copy thereof is annexed as **Annexure M** hereto. SNCRPL represents and warrants that the Proceedings disclosed in the said disclosure letter do not affect the title to the Aggregate Premises nor do they affect the ability to complete the Project in a timely manner as contemplated herein.

2.1.7. SNCRPL are fully capable of complying with, and shall have no difficulty in complying with, all their obligations as contemplated herein in relation to the Scheme, including, without limitation, dealing with the Governmental Authorities, procuring and making available the Sale FSI in respect of the said Land for the development and construction of the Project, complying with Applicable Law and obtaining and keeping in force all Approvals to such intent and effect that the Project can be, fully and completely implemented and brought to full completion in the manner and in the time period set forth herein.



2.1.8. In the event any hindrance, restriction or obstruction, arises in respect of the Scheme or any part thereof, including specifically the implementation of the development and



construction of the Project, by virtue of any Proceedings or otherwise howsoever, it shall be the sole and exclusive obligation and liability of SNCRPL at their costs to clear and/or have removed such hindrance, restriction or obstruction

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2.1.9. The performance by the Parties of their respective obligations herein in relation to the development and construction of the Project is interdependent. If SNCRPL fails to comply with, and/or commits any breach or default of any of their obligations under this Agreement (such failure, breach or default not being on account of L&T having committed any breach or default of its obligations set forth herein) then, SNCRPL shall be liable and responsible for the consequences of such breach or defaults. Similarly, if L&T fails to comply with, and/or commits any breach or default of its obligations under this Agreement (such failure, breach or default not being on account of SNCRPL having committed any breach or default of its obligations set forth herein) then, L&T shall be liable and responsible for the consequences arising from such breach or default.

2.1.10. L&T shall not be liable to commence the development and construction of the Project including the Sale Buildings or any of them, until SNCRPL have firstly:

- 2.1.10.1. Obtained all necessary Approvals, including approvals/ permissions of / concerned Governmental Authorities (if required), for entering into this joint development;
- 2.1.10.2. NOC for entering into Joint Development Agreement with L&T under this Agreement is obtained by SNCRPL from existing Lender.
- 2.1.10.3. obtained Approval for a Minimum Sale FSI (Including fungible FSI) of at least 8.07 lakh sq. ft. equivalent to RERA Carpet Area, of approximately 7.27 lakh square feet RERA Carpet Area for the Sale Buildings;
- 2.1.10.4. handover of vacant possession of said Land;
- 2.1.10.5. CC upto plinth of all Sale Buildings.

2.1.11. In the event the development rights and entitlements held by SNCRPL in respect of the said Land are revoked or cancelled, and the same is not on account of any failure, breach or default on the part of L&T of the terms and conditions of this Agreement, then whether or not, the revocation and cancellation of such rights and entitlements held by SNCRPL is on account of a failure, breach or default by SNCRPL of any contractual obligations and/or any Approval and/or Applicable Law, SNCRPL shall be liable and responsible for all consequences in respect thereof, including, without limitation, all fines, penalties, damages, compensation, suits, actions, proceedings, complaints, claims of Allottees of L&T Premises or any of them, and/or the Real Estate Regulatory Authority under RERA, and/or any other Governmental Authority and/or any other actions, proceedings, or events as may arise as a consequence thereof and shall indemnify the L&T Indemnified Parties from and against all Losses and consequences arising therefrom.

**3. NATURE OF AGREEMENT**

3.1. Each Party to this Agreement expressly agrees that it is not its intention to enter into a partnership or



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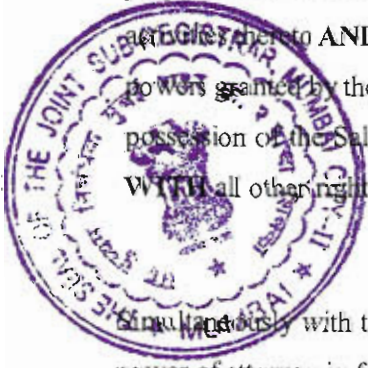


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association of persons with the other Party. Nothing contained in this Agreement shall be deemed to constitute a partnership or a joint venture or association of persons between the Parties hereto. It is hereby expressly agreed and declared that each of the Parties has undertaken their respective obligations and has rights specified hereinabove on their own account and on principal-to-principal basis and not on behalf of or on account of or as agent of any of them or of anyone else. Each Party shall bear its own losses and retain their respective share of profits arising from the Project (as set out in this Agreement) and shall bear its own direct and indirect tax liabilities on its income, which may be earned from the Project.

#### 4. GRANT OF RIGHTS

4.1. In consideration of the covenants herein contained and the obligations on the part of the Parties to be observed and performed, SNCRPL doth hereby irrevocably, grants and assigns unto L&T the full, free, uninterrupted, exclusive and irrevocable development rights in respect of the of the Project **TOGETHER WITH** all rights of any nature whatsoever in relation to the said Land as may be necessary to fully consume and deal with the entire development potential pertaining to the said Land **TOGETHER WITH** the irrevocable right to exploit, utilize and consume all the Free Sale FSI, present and future, under the LOI **TOGETHER WITH** all the irrevocable right, title and interest to utilize/ consume the benefit of the entire Free Sale FSI and/ or transferable development right generated/arising under the Applicable Laws and/ or from the reservations, if any, handed over to SRA, MCGM and/or any other Governmental Authority from and out of the said Land by any means whatsoever including exploiting, utilizing and consuming the whole of the present and future development potential which shall be inclusive of the permissible FSI, DR, TDR (whether purchased from the open market or generated pursuant to handing over the reservations, if any, forming part of the said Land) and fungible FSI, premium FSI, floating FSI, incentive FSI / fungible compensatory area / built up area available on account constructing and handing over any amenities in respect of the said Land and/or as otherwise available by whatever name called arising from the said Land **AND** to carry out construction and development work on the Sale Land and construct thereon the Sale Component and to sell, lease, license or otherwise dispose of the L&T Premises together with a proportionate interest in the common areas and facilities and to carry on all related and incidental matters **AND** to recover and receive the Gross Revenue **AND** all rights and entitlements and powers granted by the Slum Societies to SNCRPL **AND ALSO**, the quiet, vacant, free and peaceful possession of the Sale Land and the development, if any, undertaken thereon **AND TOGETHER WITH** all other rights and entitlements of SNCRPL specified elsewhere in this Agreement.



Simultaneously with the execution of this Agreement, SNCRPL has executed a detailed irrevocable power of attorney in favour of L&T to undertake and carry out the development of the Project on the Sale Land and also to market and sell the L&T Premises and to enable L&T to perform all its obligations and exercise/enjoy all its entitlements as stated under this Agreement ("**Irrevocable POA**"). The Irrevocable POA shall empower L&T to step in and complete the Scheme, including the Rehab Component in case of any delay or default or inefficiency on the part of SNCRPL. This power to step in shall be without prejudice to all rights and remedies available to L&T and shall be exercisable by L&T at its sole discretion (without any obligation) and at the cost of SNCRPL. It is clarified that the L&T's right to step-in shall not in any manner affect the SNCRPL Area, the proceeds and all other benefits arising therefrom as the same at all times shall be solely and exclusively be available for repayment of the Existing Facility.



4.2. SNCRPL has handed over possession of the Sale Land together with the structures standing thereon to L&T simultaneously with the execution of this Agreement.

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4.3. Save and except as specifically permitted under this Agreement, the Agreement herein is and shall be and remain irrevocable and remain in full force and effect and binding upon the Parties, and neither Party shall be entitled to terminate or determine the Agreement herein, until the full completion of the Scheme and all acts, deeds, matters and things recorded and contained in this Agreement.

**5. REFUNDABLE ADVANCE**

5.1. Relying on the representations made by SNCRPL and in consideration for the grant of development rights by SNCRPL unto and in favour of L&T, prior to the execution of this Agreement, L&T has given a refundable advance aggregating to Rs. 47,33,63,763/- (Rupees Forty Seven Crore Thirty Three Lakh Sixty Three Thousand Seven Hundred Sixty Three only) to SNCRPL ("Advance") as and by way of an adjustable and refundable advance to enable SNCRPL to obtain Approvals and to comply with certain other conditions precedent to this Agreement.



5.2. The Advance is repayable with interest at the rate of 16.80 % per annum compounded quarterly from the date of disbursement till the date of repayment / realization.

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5.3. SNCRPL agrees, confirms and undertakes that it has used and will in future use the Advance only for the purpose for which it has been given.



5.4. The Advance along with interest thereon shall be adjusted from out of SNCRPL's Share on priority before payment of any part thereof to SNCRPL.

5.5. In the event the SNCRPL's Share is not sufficient to make such adjustment as aforesaid, SNCRPL shall make full payment of the shortfall to L&T from their own sources. It is clarified that nothing contained in this Clause shall in any manner affect the SNCRPL Area, the proceeds and all other monies arising therefrom as the same at all times shall be solely and exclusively be available for repayment of the Existing Facility.



**6. ROLES AND RESPONSIBILITIES OF SNCRPL**

In addition to the other obligations and liabilities as set forth in this Agreement, SNCRPL shall have the following obligations and liabilities and shall perform the following responsibilities:

SNCRPL shall bear and promptly pay SNCRPL's Project Costs.

6.1.2. SNCRPL shall liaison with SRA & other Governmental Authorities for generating Aggregate FSI for the development and implementation of the Scheme on the said Land and for obtaining all Approvals for the Scheme.



To liaison with all stakeholders for the efficient execution and implementation of the

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entire Scheme.

6.1.4. To deal with and settle all claims, disputes and demands of all the eligible as well as non-eligible slum dwellers, occupants, encroachers and project affected persons and to pay all amounts payable to them towards rent or otherwise and to provide transit/temporary accommodation to them.

6.1.5. To verify the eligibility of slum dwellers, occupants, encroachers, project affected persons etc as contemplated by the SRA Act and Applicable Law.

6.1.6. To vacate and demolish all structures/tenements on the said Land (except those structures which both Parties agree to retain). This shall be done in a phased manner to ensure that L&T is able to commence and complete construction without any delays.

6.1.7. To provide minimum 13.4 meters access road to the Sale Land from Tulsi Pipe Road and also a minimum 9.14 meters access road to the Sale Land from Mori Road as per the DP Plan and as per the sketch annexed hereto as **Annexure G**.

6.1.8. To obtain all Approvals, including approvals, permissions, NOCs, IOD, CC, etc from SRA, MCGM, Collector's Office, Revenue Authority, Fire Authority, Life Authority, MOEF, MCZMA, Civil Aviation, and any other Governmental Authorities for the construction and development of the Scheme as may be required. The Approvals for the Sale Component shall be obtained as per plans prepared by L&T.

6.1.9. To obtain and load Aggregate FSI, fungible FSI, staircase premium, premium FSI, TDR to realise the full FSI potential of the Project.

6.1.10. In case any Governmental Authority introduces any concessional FSI scheme which has consequential impact on stamp duty or any other costs/charges/taxes/amounts payable to any Governmental Authority, then the cost to L&T of availing such concessional scheme shall be set off against the savings from such concessional scheme.

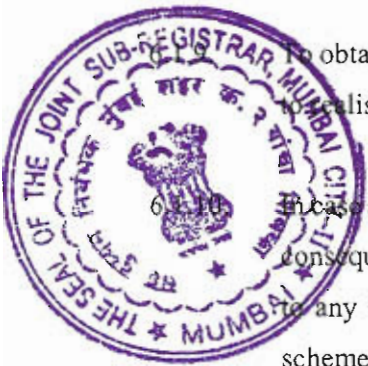
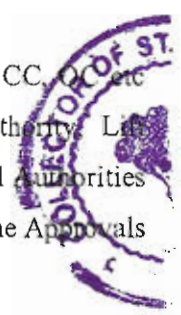
6.1.11. To construct and complete, within the timelines specified in **Annexure H**, the Rehab Component as per the LOI, the sanctioned plans and Applicable Law by engaging contractors in consultation with L&T.

6.1.12. To comply with Applicable Law while constructing and completing the Rehab Component with adequate safety measures, security and insurance.

6.1.13. To obtain occupation certificate and completion certificate for the Rehab Component.

6.1.14. To hand over the accommodation in the Rehab Buildings to eligible slum dwellers and project affected persons in accordance with Applicable Law.

6.1.15. To construct and handover all Reservations.



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- 6.1.16. To maintain clear and marketable title of the said Land throughout the life cycle of the Project and to bear the cost of any and all litigation for protecting the title of the said Land and to keep the said Land free from Encumbrances other than the Encumbrances specifically permitted by this Agreement.
- 6.1.17. To obtain the title certificate in respect of the said Land and the Sale Component, from a firm of Solicitors selected by L&T.
- 6.1.18. To be responsible for any defect liability or any other claims in respect of the Rehab Component.
- 6.1.19. To get this Agreement and the Irrevocable POA duly adjudicated and registered.
- 6.1.20. SNCRPL shall ensure that the Existing Lender's charge over the Sale Component having area- 10553.22 sq mtr. (except SNCRPL Area) is released as per the terms of NOC (Annexure L) It is clarified that nothing contained in this Clause shall in any manner affect the SNCRPL Area, the proceeds and all other benefits arising therefrom as the same at all times shall be solely and exclusively be available for repayment of the Existing Facility. The list of inventory for the SNCRPL Area in form of location and number of apartments in the said Project are annexed as Annexure D. ("**List of Inventory for SNCRPL Area**")
- 6.1.21. To do all acts, deeds, matters and things that are necessary to execute and complete the Scheme, which are not specifically the obligation of L&T hereunder.
- 6.1.22. To comply with all SRA circular/notification requirements related to SRA project.



**7. ROLES AND RESPONSIBILITIES OF L&T**

7.1. The roles and responsibilities of L&T, subject to the timely fulfilment by SNCRPL of its obligations under this Agreement, are as follows:



- 7.1.1. L&T shall bear and pay L&T's Project Costs.
- 7.1.2. To appoint, with prior intimation to SNCRPL, the liaison architects, Project Architect, licensed plumber, licensed electrician and licensed site supervisor for the Project, including for Rehab Component too.
- 7.1.3. To undertake the design, development, construction and completion of the Sale Component (including the SNCRPL Area and SNCRPL Other Area) including safety and security and insurance on the Sale Land, in accordance with the plans as may be sanctioned.
- 7.1.4. To construct, develop and complete Sale Component as per the sanctioned plans.

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- 7.1.5. While constructing and completing the Sale Component, to comply with and fulfil all the conditions mentioned in Approvals for the Sale Component.
- 7.1.6. For the purpose of construction and completion of the Sale Component, to appoint/hire consultants such as architects, structural consultants, RCC consultants, electrical consultants, landscape consultants, design consultants, plumbing consultants, and any other consultants for the erection and construction of the Sale Component.
- 7.1.7. Be responsible for any defect liability claim in respect of the construction of Sale Component.
- 7.1.8. In consultation with SNCRPL, to do all acts, deeds and things which L&T deems necessary, for the purpose of promotion, marketing, advertising and sale of Sale Buildings.
- 7.1.9. To complete the Sale Buildings and to hand over possession of completed Aggregate Premises to Allottees.
- 7.1.10. To hand over the Sale Buildings to the Associations.
- 7.1.11. To endeavour to make efficient use of Sale FSI.
- 7.1.12. To construct and develop the RG on the Sale Land, forming part of the Sale Component.



To sign all drawings, affidavits, applications, undertakings etc. as Constituted Attorney of SNCRPL for submission to Governmental Authorities for obtaining Approval. However, SNCRPL shall process and follow up for all the applications and approvals to the concerned Government Authorities.

To correspond with all Governmental Authorities as Constituted Attorney to SNCRPL for all matters pertaining to the Project.

- 7.1.15. To launch the Project as mutually agreed by the Parties.
- 7.1.16. Subject to clause 6 mentioned herein above, upon execution and registration of the Joint Development Agreement, L&T shall be at its sole discretion entitled, but not obliged, to exercise all the powers (including but not limited to obtain the necessary Approvals/permissions/sanctions and undertake and follow-up with the local/statutory authorities for the purposes of obtaining Approvals/ sanctions) more particularly stated in the Irrevocable power of attorney. In the interest of the said Project and its timely completion as per RERA approval, without any reference of SNCRPL, right under this clause shall be applicable upon execution of the Joint Development Agreement.

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8. REVENUE SHARING	

SNCRPL represents, warrants and assures that the Project shall generate a Minimum Sale FSI (Including fungible FSI) of at least 8.07 lakh sq. ft. equivalent to RERA Carpet Area, of



approximately 7.27 lakh square feet.

8.2. In pursuance of this Agreement and the mutual responsibilities and obligations of the Parties, as recorded herein and in consideration of the time, efforts, expertise and costs incurred and invested, and to be incurred and invested hereafter, respectively by the Parties in relation to the Project, it is agreed that: (i) SNCRPL shall (subject to Clause 8.7) be entitled to and shall receive 30% (Thirty percent) of the Net Revenues in respect of the L&T Premises, subject to the deductions as set out hereinafter in Clause 8.6.2 (hereinafter referred to as "SNCRPL's Share) and (ii) L&T shall (subject to Clause 8.7) have, hold and be entitled to the receive 70% (Seventy percent) of the Net Revenues, arising out of the L&T Premises for L&T's absolute and beneficial use as L&T may deem fit and proper (hereinafter referred to as "L&T's Share"). Any increase/decrease in saleable RERA Carpet Area of L&T Premises (excluding premises comprising the SNCRPL Area) shall be adjusted from SNCRPL Revenue Share and the SNCRPL Other Area.

8.3. GST applicability and rates are subject to revision as per Government Notification/s. Parties hereby agree to bear their respective GST liabilities including but not limited to liabilities arising on units sold after receipt of Occupancy Certificate (OC).

8.4. SNCRPL's Share shall be controlled through escrow mechanism as per the Escrow Agreement to be executed with the Escrow Agent, in an appropriate manner towards utilization for construction of Rehab Component, payment of SNCRPL's Project Costs, including, rent to the slum dwellers/occupants and project affected persons, purchase of FSI, costs for obtaining Approvals, as well as and other obligations towards the Scheme, on priority basis, with appropriate buffer margin.

8.5. So as to facilitate the receipt and disbursement of all payments related to the allotment and sales of the L&T Premises, in accordance with this Agreement, the Parties shall before applying for RERA approval, open the following Indian Rupee denominated (non-interest bearing and no cheque facility) Bank Accounts in any bank/s approved by L&T, that is: (i) Landing Collection Escrow Account, (ii) RERA Escrow Account (iii) Escrow Bank Account-1, and (iv) Escrow Bank Account-2 defined hereinafter, (hereinafter collectively referred to as the "Bank Accounts"). The Bank Accounts shall be operated and maintained by their respective Escrow Agent on the sole instructions of L&T.

8.6. The Gross Revenue received from time to time, in respect of the L&T Premises, shall be deposited in the Landing Collection Escrow Account. On and from the date of this Agreement, the Gross Revenue in the Landing Collection Escrow Account shall be dealt in the following manner:

8.6.1. In accordance with the provisions of RERA, 70% (seventy percent) deposited in the Landing Collection Account shall automatically, through escrow mechanism, be deposited in the RERA Escrow Account and the balance thirty percent (30%) of the Gross Revenue shall be deposited directly into Escrow Bank Account-1. Further, the amount deposited in RERA Escrow Account shall be transferred to Escrow Bank Account-1, as per the provision of Section 4 of the RERA, upon compliance of the mandatory documentation. All costs for such documentation jointly by L&T and

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SNCRPL. Parties shall perform their RERA and other respective compliances and hereby agree to bear their respective cost.

8.6.2. Out of the total amounts deposited in the Escrow Bank Account -1, L&T shall be entitled to deduct the amount of the Pass Through Deposit or Charges / Escrow 1 Deductions and transfer the same to another current account of L&T:

8.6.2.1. With respect to the Escrow 1 Deductions 8% shall be withdrawn on daily basis (5% GST + 2% Brokerage + 1% Refunds), a reconciliation and actualisation shall be undertaken by L&T on or before the 7<sup>th</sup> (Seventh) day of each succeeding calendar month. Pursuant to such reconciliation, L&T shall be entitled to withdraw such further amounts as may be required to pay any additional charges/costs in respect of the Project. Any unutilised surplus amount shall be deposited in to Escrow Bank Account 1 by L&T, for further the distribution within 3 (three) days from the date of reconciliation.

8.6.3. The balance amount in Escrow Bank Account- 1, after deducting Pass Through Charges /Escrow 1 Deductions, shall be distributed on daily basis as under:

- (a) L&T: 70% (seventy percent); and
- (b) Escrow Bank Account -2: 30% (thirty percent) (to be allocated to SNCRPL)

The amount deposited in Escrow Bank Account-2 shall be subject to the deductions therefrom as provided in Clauses 8.6.5 hereinbelow.

In accordance with the provisions of Section 194 IA of the Income Tax Act, 1961 and subsequent notifications, L&T shall be entitled to collect entire TDS from the Allottees. From the TDS collected, subject to tax credit availability and reconciliation of Form 26AS by L&T, 70% (seventy percent) shall be retained by L&T and balance 30% (thirty percent) shall be deposited in Escrow Bank Account 2 on a monthly basis (hereinafter referred to as "Escrow Bank Account 2").

8.6.5. L&T shall ensure that SNCRPL's Share under this Agreement, shall be deposited in Escrow Bank Account 2. The amount deposited in Escrow Bank Account 2 shall be utilized as under:-

8.6.5.1. Firstly, to pay L&T towards –

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a) Accrued interest thereon on advances.

b) Repayment of the Advance;

c) SNCRPL's Project Costs,

8.6.5.2. After using the amount for 8.6.5.1 above, the remaining balance in Escrow Bank Account 2 shall be transferred to SNCRPL subject to requisite provisions of future SNCRPL's Project Costs as per mutually agreed

estimates. If the parties cannot agree on the estimates, the matter will be sent to the mutually agreed IPC for estimating.

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8.6.6. The flow chart for revenue distribution mechanism for the L&T Premises shall be as per the Escrow Agreement to be executed between L&T, SNCRPL and the Escrow Agent .

8.6.7. The Bank Accounts shall be reviewed on monthly basis and the amount to the respective account will be transferred on daily basis and / or if funds are required urgently for the progress of construction work, the same can be reviewed by the Parties every 15 days and accordingly the funds would be transferred in respective account as particularly set out in Clauses hereinabove.

8.6.8. The Bank Accounts shall be maintained by the Escrow Agents until the Parties have discharged all their obligations under this Agreement or as otherwise mutually agreed in writing by the Parties PROVIDED HOWEVER that, the Bank Accounts or any of them shall cease to operate, only upon L&T addressing a letter to the Escrow Agent of such Bank Accounts directing its closure.

8.6.9. On the last Business Day of each and every calendar month commencing from the end of the first calendar month from the date of execution of this Agreement, the Parties shall cause to deposit the requisite amounts in the respective Bank Accounts and simultaneously with such deposit either Party verify from internet banking website to the respective Escrow Agents or from the management information system, a statement setting out details of the transactions and allotment and sale effected in such preceding calendar month, the amounts received towards Net Revenues and Deposits/Charges respectively (hereinafter referred to as the "Escrow Monthly Statement").

8.6.10. If the Escrow Monthly Statement is disputed by either Party the disputed party shall under written notice to the other party shall endeavour to resolve it amicably. If the dispute is not resolved amicably within 15 days of receipt of such notice, the disputed party shall have right under written notice to the Escrow Agent to raise such dispute and request Escrow Agent to retain such amounts out of the Net Revenues equivalent to the items in dispute and shall distribute and pay over the balance Net Revenues to the Parties as aforesaid. Such amounts retained by the Escrow Agents shall be paid over to the party who is entitled to the same on the dispute being resolved, and in accordance with such Party's share. In respect of all Net Revenues and payment of SNCRPL's Share, L&T shall make available to SNCRPL, for inspection, and furnish copies of the bank statements in respect of Bank Accounts, together with copies of all the MOUs, Agreements, writings etc. entered into with respect to the allotments and sales, and leases and licenses of L&T Premises within fifteen (15) days from a written request made by SNCRPL, the aforesaid documentary proof and records shall be binding upon the Parties and shall not be called into question or challenged. L&T shall not be liable to provide any further evidence or proof to SNCRPL in respect of such matters.

8.6.11. The Parties have agreed to pay their share of income tax from their respective shares.

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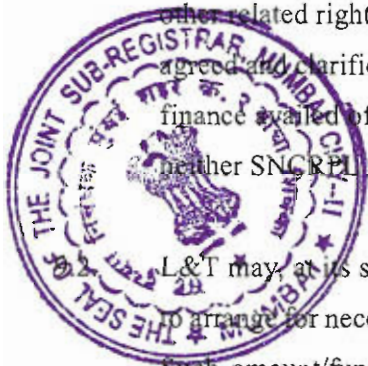
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8.6.12. The Parties have agreed that the liability to pay loan and interest thereon, accruing as a result of any loan taken by a Party separately to meet their individual obligations, shall be paid by that Party from their respective share.

8.7. Upon completion of the Project or at such time prior thereto as L&T shall decide, the L&T Premises, if any, which are unsold shall be divided in an equitable manner as may be decided by L&T in proportion of Revenue Share of the Parties.

**9. Funding / Hypothecation of Revenue Shares / Mortgage of Development Rights**

9.1. Without Encumbering in any manner, SNCRPL's Share, SNCRPL Other Area and SNCRPL Area, L&T shall be fully and freely entitled to avail of construction loans and finance from banks and financial institutions and other financiers, against the security of its right, title and interest in L&T's Share, L&T's developmental rights under the this JDA for funding the Project and L&T's Project Costs, and, in this regard, L&T shall be fully entitled and at liberty to create mortgages, charges, liens, and/or other security interests over, upon and/or in respect thereof, and to sign, execute, take delivery and register (if required) all deeds, documents, instruments, assurances, contracts, agreements and writings, including, without limitation, mortgage deed/s, loan agreement/s, memoranda of entry, letters, indemnities, undertakings, declarations, affidavits and other documentation. SNCRPL expressly agrees and consents to the aforesaid rights available to and vested in L&T and agree and undertake to join in, sign, execute, deliver and register, all the aforesaid documents, writings, letters etc. required from time to time, in respect thereof and as the lenders may require from time to time and including for creating the said mortgage, charge, lien, or other security interest over, upon and/or in respect of development rights/ L&T's Share, and other related rights and benefits and provide all necessary documents support and assistance. It is agreed and clarified that L&T alone shall be responsible and liable for repayment of the loans and finance availed of by L&T and payment of the interest and other amounts pertaining thereto, and neither SNCRPL nor the SNCRPL Area and/or SNCRPL Share shall be liable in respect thereof.



L&T may, at its sole discretion and without being under any obligation to do so, assist SNCRPL to arrange for necessary funds to complete the requisite responsibilities & obligations of SNCRPL. Such amount/funds along with interest @ 16.80% per annum compounded quarterly shall be adjusted from SNCRPL's Share.



**10. RERA**

10.1. While L&T shall represent the Project, it is agreed and clarified that:

10.1.1. the Parties hereto shall jointly be, and be deemed to be, the "Promoter", as defined by the Ownership Act, in respect of the Project and the allotments and sales of the Aggregate Premises.

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10.1.2. the Parties hereto shall be joined in and shall be promoters in all MOUs, Agreements for Sale, and other writings/documents executed for the allotments and sales in respect of the Aggregate Premises to be allotted in the Project. In this regard, SNCRPL have



executed in favour of L&T, the Irrevocable POA which, inter alia, contains requisite powers, authorities and discretions to L&T, to finalise the terms of, enter into, execute and register the aforesaid agreements, documents and writings. Further, the necessary details of Irrevocable POA shall also be mentioned in the

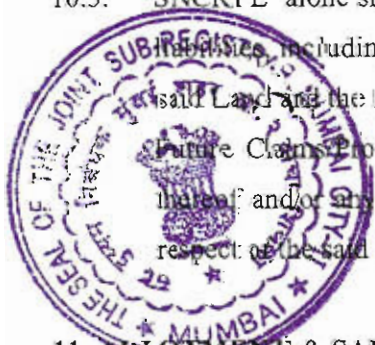
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executed with the Allottees of the Aggregate Premises;

10.1.3. L&T's obligations as the "Promoter" under the Ownership Act in respect of the Project shall be limited and restricted solely to its specific obligations stated herein in respect of the timely construction and delivery of the Aggregate Premises in Sale Buildings along with all the Sale Infrastructure, defect liability in respect thereof and the rectification thereof which are all subject to the performance of the obligations of SNCRPL hereunder. L&T shall have no liability or obligation whatsoever in relation to any delay in the completion of construction of the Project including the Sale Component and/or the delivery of possession of the Aggregate Premises therein, under the Ownership Act or otherwise on account of: (i) any breach, default, non-observance or non-compliance by SNCRPL of Applicable Law and/or Approvals and/or terms of this Agreement, (ii) any delay or default on the part of SNCRPL in loading Sale FSI and/or in obtaining and keeping in force any Approvals, (iii) any delay, hindrance or obstruction affecting the Project, on account of any pending Proceedings and/or any Future Claims/Proceedings and/or any other disputes or differences arising with the slum dwellers/occupants/project affected persons and/or with the SRA or any other Governmental Authorities, (iv) any act, omission, delay, failure, breach or default on the part of SNCRPL and/or obligations of SNCRPL in respect of Project, which results in the Project or any part thereof being affected, hindered, restricted, stopped or delayed; provided that none of the above circumstances have arisen on account of any breach or default by L&T of its obligations herein.

10.2. L&T shall represent the Project. All regulatory, administrative matters and compliances that are required to be observed, performed and complied with, and/or as are stipulated under the Ownership Act, maintaining websites, reporting the clients, etc. shall be under the direct and absolute charge and control of L&T.

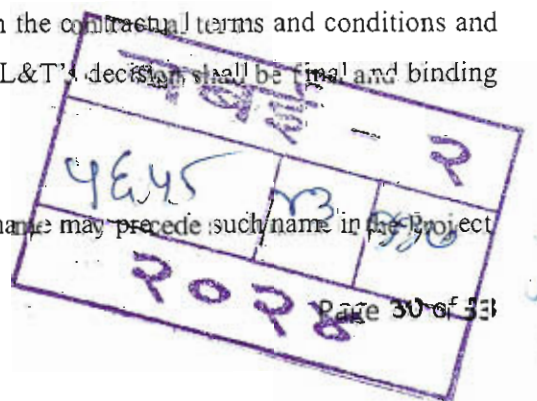
10.3. SNCRPL alone shall be solely liable and responsible in respect of all matters, compliances and formalities, including all disclosures required to be made in respect of title to and in respect of the said Land and the Project including, without limitation, in respect of all pending Proceedings and Future Claims/Proceedings and SNCRPL alone shall be liable for all consequences in respect thereof and/or any defect, Encumbrance or claim relating to title and its development rights in respect of the said Land and/or the Project.



## 11. ALLOTMENT & SALES

11.1. L&T may consult SNCRPL, to determine and establish the contractual terms and conditions and pricing of the L&T Premises in the Project. However, L&T's decision shall be final and binding upon SNCRPL.

11.2. L&T shall name/rename the Project to the effect that its name may precede such name in the Project



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in accordance with L&T's branding policies. L&T shall have the sole exclusive and/or absolute right to market and sell the L&T Premises. L&T shall not be required to commence advertisement or sale of any of the L&T Premises unless and until commencement certificate being obtained up to the plinth level and the Sale FSI is generated in respect of the Aggregate Premises and the real estate project is duly registered under RERA.

11.3. The Parties have mutually agreed that the brand name and logo as required by SNCRPL will be written in fine print in all the advertisement materials, advertisement campaigns, hoardings, brochures, etc. LOI holder. Further, L&T, at its sole discretion, will be entitled to take decisions on placement, size (subject to it being readable) pertaining to the display of logo and information to be displayed about SNCRPL.

11.4. L&T's Advocates & Solicitors shall draft, prepare and approve all MOUs, agreements, documents, writings etc., which shall be consistent with the scheme of development recorded herein, to be executed in respect of the allotment and sale of L&T Premises. L&T shall be entitled to amend, modify, or replace such drafts from time to time ("**Draft Formats**"). L&T shall furnish the Draft Formats to SNCRPL for their information and comments or suggestions (if any) in respect thereof. SNCRPL may consider the same in good faith, provided however that, L&T's discretion and decision with respect thereto shall be final and binding.

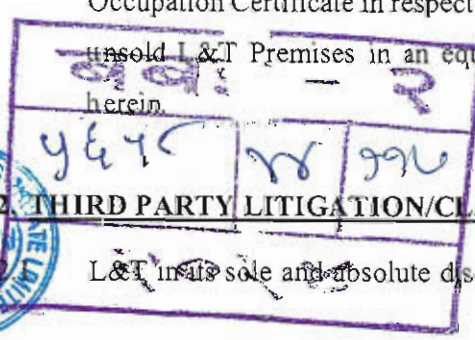
11.5. L&T shall be fully and freely entitled to enforce the terms, conditions and provisions of all MOUs, agreements, documents, writings etc. employed in respect of the allotment and sale of the L&T Premises, and to cause the Allottees of the L&T Premises to perform their obligations and liabilities thereunder, including by: (i) initiating appropriate action/legal action and/or filing suits, actions and proceedings, and/or (ii) imposing penalties, interest or other charges upon any defaulting parties, and/or (iii) cancelling and terminating any MOUs, agreements, documents, writings etc. executed in respect of the allotment and sale of the L&T Premises, and/or (iv) initiating such other steps, or action, including any notices, suits, actions, or proceedings, as L&T may deem fit in its sole and absolute discretion.

11.6. L&T shall upon receipt of the Occupation Certificate/s in respect of the Sale Buildings, offer and deliver, the possession of the L&T Premises (as the case may be) to the Allottees, in accordance with the terms and provisions of the agreements and other writings entered into with them, in the ordinary course of development of the Project, without any notice or reference to, or any hindrance, restriction or interference of SNCRPL, and prior to handing over the possession of the L&T Premises to the Allottees thereof, L&T shall be entitled to collect the balance amount of the consideration from the Allottees of the L&T Premises that is due and payable from them.

11.7. If any of the L&T Premises remain unsold on completion of Project and upon receipt of Occupation Certificate in respect of the Sale Buildings, then the Parties may decide distribute such unsold L&T Premises in an equitable manner between themselves as per their revenue share herein.

## 12. THIRD PARTY LITIGATION/CLAIMS

L&T in its sole and absolute discretion shall always be fully and freely entitled, at its sole costs



and expenses:

12.1.1. to be made a party to any of the pending Proceedings and/or the Future Claims/Proceedings;

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12.1.2. if L&T is made a party to any pending Proceedings and/or the Future Claims/Proceedings at any time hereafter, it shall be entitled to apply to be removed as a party thereto;

12.2. to direct and/or suggest the cause of action and/or steps to be taken in any pending Proceedings and/or the Future Claims/Proceedings in the event L&T's rights or interest are affected thereby, and/or there is any claim made upon L&T Indemnified Parties and/or L&T is of the opinion in its sole discretion that the same will directly or indirectly affect the Project and/or any of its rights and obligations herein, or results in any obligations or liability being imposed or cast upon it in respect thereof; And SNCRPL shall fully co-operate with L&T in respect of the above and adhere to its directions and instructions, if such proceeding affect the development of the Project.

12.3. SNCRPL shall be liable to adhere to the directions, instructions and/or suggestions of L&T to the cause of action and/or steps to be taken in the any Proceedings in the event L&T's right to market and sell the L&T Premises and/or develop the said Land and any part thereof, is affected in any manner whatsoever.

### 13. PROJECT COMPLETION

13.1. Subject to SNCRPL complying with their obligations, duties and liabilities under this Agreement and subject to the Force Majeure Events, L&T shall, as agreed herein complete the construction of the Sale Component, in accordance with the approved plans and specifications issued in respect thereof, in the time frame as may be uploaded on the website of the authority under RERA.

13.2. The entire development of the Sale Component shall be completed and deemed to be completed upon the occurrence of the last of the following events:

13.2.1. completion of the entire construction of the Sale Buildings, the Sale Infrastructure and formation of the New Societies;

13.2.2. completion of the construction of the D.P. Roads and Reservations which forms a part of the Project and handing over of the same to the Government in accordance with the D.C. Regulations which forms a part of the Project;

13.2.3. sale of all the L&T Premises and the receipt of Gross Revenue thereof or distribution of all the unsold L&T Premises between the Parties;

13.2.4. distribution of Net Revenues in the manner as stated under this Agreement;

13.2.5. execution and registration of the lease by State Government/SRA/MCGM/any other competent Governmental Authority in respect of the Sale Component Sale Land in favour of the Association(s);



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- 13.2.6. receipt of all Approvals including the receipt of the full Occupation Certificate, as applicable, in respect of all the Sale Buildings;
- 13.2.7. Full and final settlement of all dues and outstanding amounts and accounts between the Parties under this Agreement; and
- 13.2.8. Discharge of all Taxes on the Net Revenues save and except income tax applicable to the respective Parties.

#### 14. BRANDING

14.1. The Parties agree and confirm that the advertisement, marketing and branding of the Project shall solely come under the banner of L&T Realty. All the decisions in respect of the same shall solely be decided and finalized by L&T in consultation with SNCRPL. The Project being a redevelopment scheme, all approvals for the Project having being granted in favour of SNCRPL, appropriate mentioning will be made of the brand of SNCRPL on construction site signage and in marketing materials as per RERA Regulations.

14.2. L&T alone shall be entitled to advertise and publicize the Project and market the L&T Premises in all and any media, including print media, newspapers, magazines, hoardings, signage, websites, emails, digital and electronic media, correspondence, materials, booklets, brochures, information material, as well as upon the cover page of the agreements, receipts, letterheads and other allied materials of correspondence (written, digital, electronic and/or any other type of media) in respect thereof, and through brokers/estate agents, or in any other manner as L&T may deem fit, and to install and maintain, during the period of construction, signage and hoardings upon any parts or portions of the said Land as it deems fit and proper; provided that the advertisements and publicity of the Project shall bear, at an appropriate place as decided by L&T, will be written in fine print in all the advertisement materials, advertisement campaigns, hoardings, brochures, signages, etc., as the developers of the said Land. It is agreed and recorded that though the responsibility of Branding of the Project is primarily of L&T, Branding shall be done in such a manner that suitable credit and identity is given to SNCRPL's brand as the developer and co-promoter of the Project as per RERA Regulations.

14.3. Notwithstanding anything to the contrary stated in the Agreement, L&T shall have the full, free, absolute and exclusive right and discretion to brand and name the Project, and such branding and name shall appear upon all publicity, markets, advertisements, hoardings, media, etc., as aforesaid and in and upon all agreements and writings made with, and/or executed in favour of, the Allottees of Aggregate Premises.

14.4. L&T Realty Developers Ltd. (the parent entity of L&T) or any marketing agency as may be nominated by L&T at its sole discretion, ("the Marketing Agent") shall be engaged for marketing and sale of the Aggregate Premises of the Project.

14.5. All the cost relating to the Marketing Agent, Branding of the L&T Premises including GST shall be borne by L&T.

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**15. L&T's INTELLECTUAL PROPERTY**

- 15.1. SNCRPL acknowledges that all L&T's Intellectual Property is and shall always be exclusively owned and held by L&T alone and that SNCRPL shall never have any right, title, interest or licence in respect thereof;
- 15.2. SNCRPL shall not reproduce/replicate/publish or use in any manner, howsoever, whether for commercial purposes, personal reasons, or otherwise, any of L&T's Intellectual Property and/or any Plans, Approvals and/or any such materials which may be created or intended/proposed to be created or marketed by L&T and disclosed to SNCRPL, prior to or during the subsistence of, this Agreement;
- 15.3. SNCRPL shall immediately bring to the notice of L&T any improper or wrongful use or any unauthorised replication/reproduction of L&T's Intellectual Property, by any persons or parties, which has come to its knowledge;
- 15.4. SNCRPL shall not assist, and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of this Clause.

**16. SNCRPL's INTELLECTUAL PROPERTY**

- 16.1. L&T acknowledges that all SNCRPL's Intellectual Property is and shall always be exclusively owned and held by SNCRPL alone and that L&T shall never have any right, title, interest or licence in respect thereof;
- 16.2. Save and except as permitted and provided herein, L&T shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any of SNCRPL's Intellectual Property, and/or any Plans, Approvals, and/or any such materials which may be created or intended/proposed to be created or marketed by SNCRPL, and disclosed to L&T, prior to or during the subsistence of this Agreement;
- 16.3. L&T shall immediately bring to the notice SNCRPL any improper or wrongful use or any unauthorised replication/reproduction of SNCRPL's Intellectual Property, by any persons or parties, which has come to its knowledge;
- 16.4. L&T shall not assist and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of this Clause.

**17. JOINT AUTHORIZATION FOR SALE**

- 17.1. L&T shall have the rights including, to sell/allot/lease the L&T Premises and shall be entitled to receive the entire Gross Revenues from the Allottees and pass receipts and discharges in that behalf, in terms of this Agreement, and for the aforesaid purpose enter into any agreement arrangement (in the format as finalised under clause 11.4 of this Agreement). All Gross Revenues

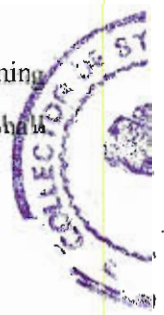
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from L&T Premises shall be deposited in the Landing Collection Escrow Account.

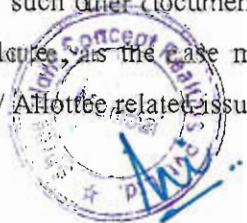
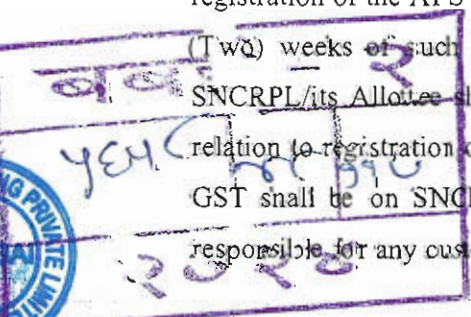
- 17.2. L&T and SNCRPL hereby agree that L&T and SNCRPL shall jointly sign the booking forms, agreements for sale, confirmation deeds, lease deeds, leave and license agreements, or any other deed, document or writing in respect of the flats, shops, offices, premises, or any other tenements premises proposed to be constructed in the Sale Buildings. SNCRPL has, simultaneously with the execution and registration of this Agreement, executed and registered the Irrevocable POA in favour L&T for signing, executing and registering (wherever required) such documents by L&T on behalf of SNCRPL.
- 17.3. SNCRPL hereto shall collectively issue authority to person/s appointed by L&T for the purpose of admitting execution and registration of agreements for sale, sale deed, deed of cancellation, deed of rectification, supplemental agreement or any other documents, with the Allottees of the L&T Premises.
- 17.4. SNCRPL hereto shall collectively issue authority to person/s appointed by L&T for the purpose of admitting execution and registration of agreements for sale, sale deed, deed of cancellation, deed of rectification, supplemental agreement or any other documents, with the Allottees of the L&T Premises.
- 17.5. The Parties hereby agree that if any Party expresses its desire to purchase any unit / units forming part of the L&T Premises for its own use, then the sale consideration of the said unit / units shall be at the existing sale rate at that point of time.



17.6. As regards SNCRPL Area, the Parties have mutually agreed by and between as follows:

17.6.1. The SNCRPL Area shall be exclusively kept by the Parties for the sale by SNCRPL.

17.6.2. L&T and SNCRPL hereby agree that L&T and SNCRPL shall jointly sign and register booking forms, agreements for sale, confirmation deeds, lease deeds, leave and license agreements, or any other deed, document or writing (approved by the Existing Lender) with proposed purchasers of the SNCRPL Area with the prior written consent of the Existing Lender ("SNCRPL Area Documents"). SNCRPL shall be liable to pay to L&T the marketing cost and brokerage charges and/or any other applicable cost to L&T for such sales, within 15 days from the date of intimation from L&T in this respect. Under no circumstances, Allottee/s shall be permitted to further sell or transfer allocated area / unit to the third party/ies before receipt of OC. On successful sale of each of the Units / Apartments / Flats of the SNCRPL Area, SNCRPL shall provide all the details, including duly stamped Agreement for Sale ("AFS") as prescribed by L&T and send a request in writing to L&T for execution and registration of the AFS or such other document as may be required and L&T shall, within 2 (Two) weeks of such request, execute the AFS alongwith SNCRPL and the Allottee. SNCRPL/its Allottee shall bear stamp duty, registration charges and all allied charges in relation to registration of the AFS or such other document. Any tax implications including GST shall be on SNCRPL / its Allottee, as the case may be. SNCRPL shall be solely responsible for any customer related / Allottee related issues with regard to sale of SNCRPL



Area. Legal charges and society formation charges shall be applicable on said allocated area and are required to be paid to L&T by SNCRPL prior to hand over of the unit/s to the Allottee/s. Share application money, ad-hoc maintenance charges and/or any other such charges having a pass-through nature shall be applicable on the said allocated area. These charges are required to be collected by SNCRPL and transferred to L&T or the society formed as the case may be, prior to hand over of the unit/s to the Allottee/s

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17.6.3. Subject to the terms and conditions of AFS and RERA Rules and Regulations, L&T shall, upon receipt of the Occupation Certificate/s in respect of the SNCRPL Area, offer and deliver, the possession of the SNCRPL Area to the investors / first purchasers / subsequent purchasers thereof, as the case may be.

17.6.4. In no circumstances, these Owners of the SNCRPL Area shall be allowed to make separate Society or any other association to be formed for the SNCRPL Area. L&T decision for formation of Society or any other Association shall be final & binding upon all the owners of the SNCRPL Area. The flats under the SNCRPL Area shall be handed over to the Society as per the RERA requirement.

### 18. RECORDS REPORTING AND INSPECTION

18.1. SNCRPL shall, on and from the date hereof, keep L&T fully and completely inform of all matters concerning the Scheme and shall immediately upon receipt thereof but not later than 3 (three) Business Days from the date of receipt thereof, deliver to L&T certified true copies of all documents, writings, plans, correspondence, approvals, notices, proceedings, suit proceedings, etc., received by it and also notify L&T of any factors, events or circumstances which have affected or may affect the Scheme.

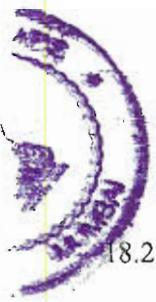
18.2. L&T shall have full, free and unobstructed access from time to time to all records, documents, plans, Approvals, proceedings, suit proceedings, etc., relating to the Scheme. All such documents and records shall be maintained and kept at the Project site office on the said Land.

18.3. In the event there are any meetings, hearings or interactions whatsoever with Governmental Authority/ies including the MCGM/the State Government of Maharashtra, and/or any hearings in respect of the pending Proceedings and/or Future Claims/Proceedings, SNCRPL shall notify L&T in advance of the same and L&T shall be fully and freely entitled (but not obligated) to depute any of its officers, representatives or agents to attend at the same for the purpose of observing the same and if required participate therein.

18.4. SNCRPL hereby permits representatives of L&T to discuss with the Liaison Architect, MCGM and other Governmental Authority/ies and persons or entities relating to the Project, records, correspondence, documents, pertaining to status of Approvals for the development of the Project.

18.5. L&T shall permit any person designated by SNCRPL, in writing, at such time as may reasonably be requested, to inspect all books, records, accounts, documents, agreements entered into with third parties in respect of L&T Premises and vouchers relating to the Gross Revenues and Brokerage/Commission and make such copies thereof or extracts therefrom as such person may deem appropriate.

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**19. NEGATIVE COVENANTS**

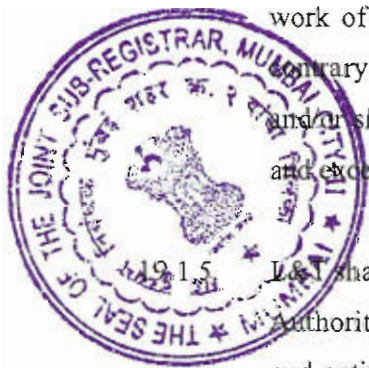
19.1. Save and except as permitted and provided herein and in addition to negative covenants contained elsewhere in this Agreement it is agreed that:

19.1.1. The Parties shall not create any third party right or Encumbrance by way of sale, assignment, transfer, sub-lease, lien, mortgage, maintenance, easement, leave and license and/or in any other manner whatsoever, in respect of the Project or any portion thereof.

19.1.2. The Parties shall not enter into any agreement or arrangement nor execute any documents or writings with any other party for sale, mortgage, lien, charge, development of the Scheme or any portion thereof or accept any amount by way of earnest money deposit, consideration in any manner whatsoever or to whomsoever in respect thereof.

19.1.3. The Parties shall not commit any act which is prejudicial to the Scheme or any portion thereof or dilutes the prestige or value of the Project.

19.1.4. SNCRPL shall not make or authorise any communication to SRA or any other Governmental Authority or to SNCRPL's Architect, as the case may be, whereby L&T's rights, powers and entitlements under this Agreement are affected, hindered or restricted and/or any liability or obligation is, or may be imposed on L&T and/or whereby the work of L&T is or may be hindered or obstructed in any manner, and/or which is contrary to, or inconsistent with the terms, conditions and provisions of this Agreement and/or shall prejudicially affect rights of L&T in the Project or any part thereof, save and except in case of L&T's Step- In Rights.



19.1.5. L&T shall not make or authorise any communication to SRA or any other Governmental Authority or to its architect, as the case may be, whereby SNCRPL's rights, powers and entitlements under this Agreement are affected, hindered or restricted and/or any liability or obligation is, or may be imposed upon SNCRPL and/or whereby the work of SNCRPL is or may be hindered or obstructed in any manner, and/or which is contrary to, or inconsistent with the terms, conditions and provisions of this Agreement and/or shall prejudicially affect rights of SNCRPL in the Project or any part thereof save and except for the purpose of exercise of L&T's rights and entitlements under this Agreement.

19.1.6. SNCRPL undertake that they shall not obstruct or interfere with the construction and development activity carried out by L&T on the Sale Land.

19.1.7. SNCRPL shall not avail any loan or finance against the security of the said Land and/or SNCRPL Share without the written consent of L&T.

19.1.8. SNCRPL shall not be able change the shareholding of SNCRPL without written consent of the L&T.



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**20. REPRESENTATIONS AND WARRANTIES & COVENANTS**

20.1. Each Party hereto represents and warrants to the other Party that:

- 20.1.1. The execution, delivery and performance of this Agreement by such Party has been duly authorized.
- 20.1.2. It is duly organized and validly existing and has all necessary power to execute and deliver this Agreement and perform all of its obligations hereunder.
- 20.1.3. This Agreement constitutes a legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with the terms set out herein.
- 20.1.4. Neither the execution and delivery of this Agreement by such Party, nor the performance of its obligations hereunder, will (i) violate or constitute a default under the constitutional documents of such Party or under any other agreement to which it is a party or by which it is bound; or (ii) violate or otherwise conflict with any laws applicable to such Party.
- 20.1.5. There are no actions, suits, or proceedings pending or, to its knowledge threatened, against such Party in any court or by or before any competent authority or any arbitrator in which an adverse decision could be reasonably expected to adversely affect the ability of such Party to perform its obligations under this Agreement.
- 20.1.6. No order or judgment of any court or approval from any governmental, statutory or regulatory body (whether domestic or foreign) having been issued or made or revoked, as the case may be against any Party, making unlawful or otherwise prohibiting the transactions contemplated in this Agreement.

20.2. In addition to the representations and warranties and covenants given by SNCRPL in the recitals hereinabove and elsewhere in this Agreement, SNCRPL hereby, further, declares, represents, warrants and assures and covenants to L&T as under:



- 20.2.1. SNCRPL shall perform all its obligations under this Agreement promptly, time being of the essence.
- 20.2.2. SNCRPL is entitled to development rights in and to the said Land to the full extent specified herein and is seized and possessed of the said Land.

20.2.3. The specifications of the Scheme, including the Project, mentioned in this Agreement are accurate in all respects.

20.2.4. SNCRPL is the sole developer in respect of said Land and the Scheme.

20.2.5. The SRA has duly sanctioned the Scheme, as set out in the LOI.



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- 20.2.6. L&T shall be irrevocably entitled to enter upon and remain in joint possession with SNCRPL in respect of the said Land for the duration of the Project.
- 20.2.7. SNCRPL has not done and in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the development of the said Land and the rights of L&T under this Agreement may be prejudicially affected in any manner whatsoever.
- 20.2.8. All statutory taxes (including municipal taxes), cess and other dues so far demanded/payable in respect of the said Land have been paid up to date and there are no arrears payable in respect of the said Land and if any demand is received from any of the Governmental Authorities in respect of the said Land for the period prior to the date hereof, then in that event, SNCRPL shall bear and pay the same.
- 20.2.9. The Existing Lender has permitted SNCRPL to enter into this Agreement on the terms and conditions contained in the NOC issued by it.
- 20.2.10. The Existing Security shall be redeemed on or before execution of this Agreement so as to ensure that the title of L&T to the L&T Premises is clear and marketable.
- 20.2.11. Except as disclosed herein, the said Land and the development rights in respect thereof are free from Encumbrances.

20.2.12. Save and except as disclosed in the disclosure letter dated 28<sup>th</sup> November 2023 annexed as Annexure M hereto there are no Proceedings pending in respect of the Said Land having area- 10553.22 sq. mtr. or the Scheme or any part thereof.

20.2.13. SNCRPL has not been restrained by an order of any Governmental Authority, and/or under any of the Proceedings or otherwise from developing the said Land as envisaged herein or from entering into this Agreement or from performing its obligations hereunder.

20.2.14. No winding up Proceedings have been instituted or threatened to be instituted against SNCRPL.

20.2.15. SNCRPL has not done any act, deed, or thing by reasons whereby the development of the said Land or the performance of its obligations hereunder may be adversely affected in any manner.

20.2.16. SNCRPL shall incur and pay all SNCRPL Project Costs.

20.2.17. SNCRPL shall perform all such acts, deeds, matters and things as may be required by them as provided herein to obtain the occupation certificate in respect of the Sale Buildings.



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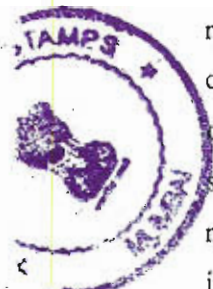
- 20.2.18. SNCRPL shall construct and handover to the Competent Authority all Reservations.
- 20.2.19. SNCRPL shall co-operate with L&T in implementing and completing the Project.
- 20.2.20. All facts stated in the recitals of this Agreement are true and correct.
- 20.2.21. SNCRPL has cleared/settled all outstanding amounts, claims of all contractors, consultants, vendors, etc.
- 20.2.22. SNCRPL has received NOC from all present architects (including Liasoning), consultants, etc.
- 20.2.23. There are no income tax/wealth tax or other proceedings in respect of any tax, rates, levies, duties or revenues or for recovery or otherwise of whatsoever nature initiated and/or pending by any tax or other authority against SNCRPL or the said Land and/or the Scheme or any part thereof.
- 20.2.24. None of the Aggregate Premises have been agreed to be allotted or allotted to anyone.

## 21. CONFIDENTIALITY

- 21.1. Each Party shall, during the subsistence of this Agreement and at all times thereafter, keep strictly confidential any information obtained by such Party (the "Receiving Party") which is, or would reasonably be perceived to be, proprietary to the other Party (the "Disclosing Party") or otherwise confidential, will not be disclosed through any public announcements and in any case will not be disclosed without the prior written consent of the Disclosing Party; provided that any information shall not be deemed confidential if (i) it is required by Applicable Law to be disclosed, (ii) it is required to be disclosed by any Governmental Authority as per Applicable Law (iii) such information is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of the Receiving Party; (iv) such information was previously known by the Receiving Party at the time of disclosure from a source other than the Disclosing Party without violation of an obligation of confidentiality; (v) such information is independently developed by the Receiving Party without the use of any confidential or proprietary information; (vi) such information is lawfully obtained by the Receiving Party from a third party without violation of a confidentiality obligation; or (vii) the Disclosing Party agrees in writing that such information may be disclosed by the Receiving Party.

Notwithstanding anything stated above each Party may disclose such information to its legal counsel, consultants, bankers and chartered accountants (provided that such Party shall remain liable for the compliance by such persons with the provisions hereof);

- 21.3. Each Party acknowledges that it has not acquired and shall not acquire whether by operation of law, by this Agreement or otherwise any right, title, interest or other ownership in or to the intellectual of the other Party.



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**22. EVENT OF DEFAULT AND CONSEQUENCES THEREOF**

22.1. **L&T's Event of Default :** Any of the following events shall constitute L&T Event of Default if the same leads to a Material Adverse Effect, except when such event of default has occurred as a result of: (i) a Force Majeure Event and/or (ii) SNCRPL's failure to perform or comply with timely adherence to the terms and conditions of this Agreement (irrespective of whether L&T has notified or acted upon default, breach, delay or failure on the part of SNCRPL), and/or (iii) any Proceedings ("L&T's Event of Default"):

22.1.1. If L&T fails to complete the Project within the timelines disclosed to the Authority under RERA;

22.1.2. If L&T fails or neglects to observe or perform or commits or allows to be committed a breach or default of any of the terms, conditions, covenants, provisions or stipulations contained in this Agreement on its part to be observed and performed or if any of the representations and warranties of L&T contained in this Agreement are untrue or incorrect or misleading;

22.1.3. If L&T takes or allows any action to be taken for its liquidation/insolvency/ bankruptcy, or if a receiver is appointed of the whole or substantial part of the assets, properties or undertaking of L&T;

22.1.4. If L&T suspends all or any substantial portion of its operations, business, or abandons its business, or all or a substantial part of its assets or business are damaged or destroyed;

22.1.5. In the event of any enforcement of security by reason of an event of default committed by L&T in any loan taken by L&T from its bankers against L&T's Share.



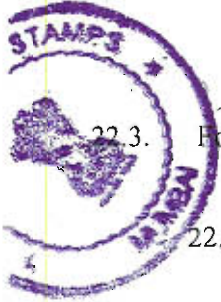
22.2. **SNCRPL's Event of Default :** Any of the following events shall constitute SNCRPL's Event of Default if the same leads to a Material Adverse Effect and if the same is not cured within the Cure Period, except when such event of default has occurred as a result of: (i) a Force Majeure Event and/or (ii) L&T failure to perform or comply with timely adherence to the terms and conditions stated and envisaged under this Agreement (irrespective of whether SNCRPL has notified or acted upon default, breach, delay or failure on the part of L&T) ("SNCRPL's Event of Default") :

22.2.1. If SNCRPL fails or neglects to observe or perform or commits or allows to be committed a breach or default of any of the terms, conditions, covenants, provisions or stipulations contained in this Agreement, on its part to be observed and performed or if any of the representations and warranties of SNCRPL contained in this Agreement are untrue or incorrect or misleading;

22.2.2. If SNCRPL fails to perform, comply and/or adhere to the timely fulfilment when due in accordance with the provisions of this Agreement.



- 22.2.3. If SNCRPL takes or allows any action to be taken for its liquidation/insolvency/bankruptcy, or if a receiver is appointed of the whole or substantial part of the asset/s, properties or undertaking of SNCRPL;
- 22.2.4. If SNCRPL suspends all or any substantial portion of its operations, business, or abandons the business, or all or a substantial part of its asset/s or business are damaged or destroyed;
- 22.2.5. In the event of any enforcement of security by reason of an event of default committed by SNCRPL in any loan/facility taken by SNCRPL from its bankers or from any financial institution or lender.
- 22.2.6. In the event, SNCRPL fails to obtain any requisite Approvals required to be obtained for carrying out the Project.
- 22.2.7. Any person other than those holding shares of SNCRPL presently, acting singularly or with any other person acquires control of SNCRPL either directly or indirectly, without the approval of L&T.
- 22.2.8. Any representation or warranty given by SNCRPL which in any manner adversely affects or delays the Scheme or which in any manner adversely affects the title to the Sale Component and/or the timely completion of the Project is found to be untrue or false or misleading.



22.3. For the purposes of the above the following shall apply:

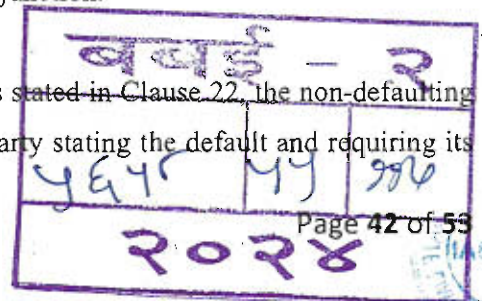
- 22.3.1. An Event of Default shall be deemed to have occurred if the breach or default is not rectified within the Cure Period (defined hereinbelow).
- 22.3.2. Cure Period is without prejudice to the rights and remedies that are available to the Parties hereunder and under Applicable Law;



- 22.3.3. The opportunity to cure a default shall not be construed as a waiver or extension in time for performance of a Party's obligations under this Agreement;
- 22.3.4. Time shall be the essence of this contract and to each Party's duties and obligations hereunder.

22.4. The rights, remedies and consequences of an Event of Default provided in this Agreement are without prejudice to any of the other rights or remedies that the Parties may have in law or equity, including the right to seek specific performance and/or injunction.

22.5. **Cure Period :** On the occurrence of any of the events as stated in Clause 22, the non-defaulting Party shall be entitled to issue notice to the defaulting Party stating the default and requiring its



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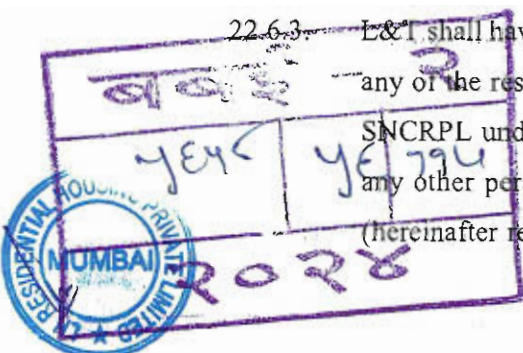
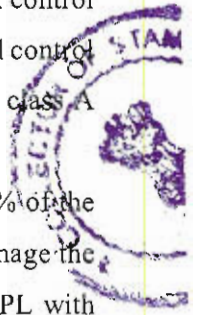
cure within 15 (fifteen) days of receipt of the notice, and defaulting party shall submit to the non-defaulting party in sufficient detail, the manner in which it proposes to cure the underlying event of default (“**Proposal to Rectify**”). If the Proposal to Rectify is submitted within the time stipulated herein, defaulting Party shall have further period of 15 (fifteen) days to remedy/cure the underlying event of default (“**Cure Period**”). In case of non-submission of the Proposal to Rectify within the said period of 15 (fifteen) days to the non-defaulting Party or in the event such default is not cured within a period of 15 (fifteen) days after the submission of the Proposal to Rectify, the Parties shall have all rights and remedies which may be available under law or equity including without limitation, the right to specifically enforce any term or provision hereof.

22.6. **Consequences/ Remedies in case of Event of Default by SNCRPL:** Upon the occurrence of an SNCRPL’s Event of Default, L&T shall, in addition, and not in substitution of, any of its rights and remedies available to L&T under this Agreement and/or under Applicable Law have the following rights and remedies, all or any of which are exercisable at the option of L&T (without being under any obligation to do so) and without prejudice to any of the other rights or remedies that L&T may have in contract, law or equity:

22.6.1. Presently, SNCRPL has only one class of shares i.e. equity shares and the entire equity share holding is pledged with the Existing Lender. It is proposed to bifurcate the share holding in two class of shares i.e. Class A and Class B. The class A shares shall control of the Project and proposed project on Bhoomi Land and the Class B shares shall control of rest of the proposed project (D&M and Acknoor land). After bifurcation, the class A shares shall be released by the Existing Lender from their charge immediately.

22.6.2. L&T shall be entitled to step into the SNCRPL as a shareholder holding 100 % of the voting rights of class A shares in SNCRPL with full powers to control and manage the affairs and complete the obligations, duties, and responsibilities of the SNCRPL with respect to Project and proposed project on Bhoomi Land. However, L&T will not derive any profit share from the SNCRPL due to such voting rights & powers granted to them (hereinafter referred to as the “**L&T’s Step-In Control Rights**”). SNCRPL shall ensure that its Memorandum of Association (MOA) & Articles of Association (AOA) are amended to provide for L&T’s Step-in Control Rights . The cost and consequences of induction of L&T into the SNCRPL will be borne by SNCRPL. SNCRPL shall do all that is necessary and execute all necessary documents to enable L&T to exercise this right to become a shareholder of class A shares in SNCRPL with the voting rights specified above. The cost and consequences of induction of L&T into the Project and proposed Bhoomi Land Scheme will be borne by SNCRPL. SNCRPL shall do all that is necessary and execute all necessary documents to enable L&T to exercise this right to become a shareholder of SNCRPL Class A share to take control of the Project and proposed project on Bhoomi Land.

22.6.3. L&T shall have the right and be entitled to undertake, and/or execute and perform all or any of the responsibilities, roles, duties, commitments, liabilities and/or obligations of SNCRPL under this Agreement either through itself and/or through its contractors or any other person at the entire cost, risk and liability of SNCRPL as the case may be (hereinafter referred to as the “**L&T’s Step-In Rights**”). It is clarified that, L&T shall



be entitled to utilize the Irrevocable Power of Attorney to exercise L&T's Step-In Rights. In this regard, SNCRPL shall be bound to provide all necessary support and cooperation, and execute all NOCs, deeds and documents, as may be required by L&T for exercise of L&T's Step- In- Rights within fifteen (15) days from being called upon by L&T to do so. Notwithstanding L&T's Step- In- Rights, the Parties shall continue to perform their respective roles and responsibilities save and except the act, omission, breach or default for which the Step- In- Rights are exercised in respect of which SNCRPL shall co-operate and act as it may be called upon by L&T. It is further clarified that on the cure of the default for which the Step-In-Rights is exercised, SNCRPL shall resume its roles and obligations in its entirety. Upon execution and registration of the Joint Development Agreement, subject to clause 6 above, L&T shall be entitled to give SNCRPL a 7-day notice to remedy any delay if SNCRPL is unable to secure and/or obtain any approvals, consents, or NOCs necessary for the implementation of the project or a portion of it. Following that, SNCRPL shall have a 7-day cure period to address the issue. If, however, SNCRPL is unable to address the issue, i.e., fails to procure and/or obtain the required approval/consent/NOC, then without any obligation under law, L&T shall have power to exercise all the powers (including but not limited to obtain the necessary Approvals/permissions/sanctions and undertake and follow-up with the local/statutory authorities for the purposes of obtaining Approvals/ sanctions) more particularly stated in the Irrevocable power of attorney.

22.6.4. L&T shall have a right to set-off and adjust all amounts incurred by it on exercise of its rights hereunder against the SNCRPL's Share or any other amounts payable to L&T under this Agreement, unless reimbursed by SNCRPL.

22.6.5. L&T shall also be entitled to receive from SNCRPL damages, at actuals, for actual loss (if any, excluding any consequential damages and opportunity loss) suffered along with interest at the rate of 16.80% per annum compounded quarterly as administrative costs for the delay and/or default and/or breach calculated from the date of exercise by L&T of the Step-in Rights till the date the delay and/or default and/or breach is rectified and/or any amounts payable to L&T is paid, provided that, in such event, L&T shall be under obligation to take all such measures as may be prudent to mitigate such loss;



22.6.6. For the purpose of exercise of L&T's Step-In Rights, L&T shall be in possession of the entire Land including the Rehab Land and the development, if any, thereon and shall be entitled to the right to replace contractors, consultants and third parties engaged by SNCRPL in respect of the Scheme;

22.6.7. Further, it is clarified that in the event, insolvency proceedings have been initiated as per the provisions of the Insolvency and Bankruptcy Code, 2016, against SNCRPL and a moratorium has been declared then, L&T shall have the right to operate and perform the obligations of the terms and conditions of this Agreement under the Irrevocable POA. SNCRPL shall also be liable to share all the financial statements with L&T.



22.6.8. Without prejudice to Clause 22.6 above, in the event, in the opinion of L&T, there is



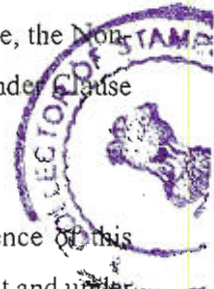
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any delay/default/inefficiency whatsoever, on the part of SNCRPL in performing its obligations under and pursuant to this Agreement, then in addition to and without prejudice to all rights and remedies available to L&T and without being under any obligation to do so, L&T shall at its discretion be entitled to step in and complete / fulfil (for and on behalf of and at the cost of SNCRPL) the tasks, deeds, matters and things comprising the said obligations of SNCRPL. It is clarified that, L&T shall be entitled to utilize the Irrevocable Power of Attorney to exercise L&T's rights under this sub-cause. The right granted to L&T under this sub-clause shall be exercisable by L&T even if the delay/default/inefficiency does not constitute a SNCRPL's Event of Default. In this regard, SNCRPL shall be bound to provide all necessary support and cooperation, and execute all NOCs, deeds and documents, as may be required by L&T for exercise its rights under this sub-clause within fifteen (15) days from being called upon by L&T to do so. Notwithstanding the exercise of rights by L&T under this sub-clause, the Parties shall continue to perform their respective roles and responsibilities save and except the act, omission, breach or default for which the right under this sub-clause is exercised and in respect of which SNCRPL shall co-operate and act as it may be called upon by L&T. It is further clarified that on the cure of the delay/default as a consequence of which L&T has exercised its rights under this sub-clause, SNCRPL shall resume its roles and obligations in its entirety.

22.7. **Other Consequences/Remedies:** In addition to the rights and remedies set forth above, the Non-Defaulting Party shall be entitled to seek indemnification from the Defaulting Party under Clause



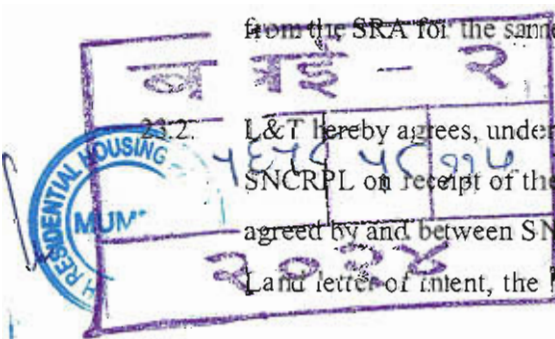
22.8. On the occurrence of SNCRPL's Event of Default, at any time during the subsistence of this Agreement without prejudice to the rights and remedies of L&T under this Agreement and under Applicable Law, L&T shall at its option be entitled to seek recovery of all Losses, damages, claims, cost and expenses incurred (being permissible under law) ("**L&T's Claim Amount**") as a consequence of or attributable to SNCRPL's Event of Default.

22.9. Notwithstanding anything contained in this Clause 22 or anything stated to the contrary under this Agreement, Parties agree, while exercising its rights and remedies under this Agreement and under Applicable Law, not to do or omit to do or cause to be done any act, deed or thing that would in any manner affect or prejudice the SNCRPL Area or any part thereof.

**23. BHOOMI LAND**

23.1. The Parties agree, declare and confirm that the Bhoomi Land also has a censused slum thereon and has been declared to be slum land as per the SRA Act and that SNCRPL has the rights to redevelop the same from the society of the slum dwellers formed thereon and the letter of intent from the SRA for the same in favour of SNCRPL is under process.

23.2. L&T hereby agrees, undertakes and confirms that it shall jointly redevelop the Bhoomi Land with SNCRPL on receipt of the letter of intent from the SRA on such terms and conditions as may be agreed by and between SNCRPL and L&T. Within [30 (thirty) days] from the date of the Bhoomi Land letter of intent, the Parties shall enter into and execute the joint development agreement /



development agreement / supplemental agreement and all other necessary deeds and documents to give effect to the understanding in relation to the Bhoomi Land and also register the same with the Office of Sub-Registrar of Assurances.

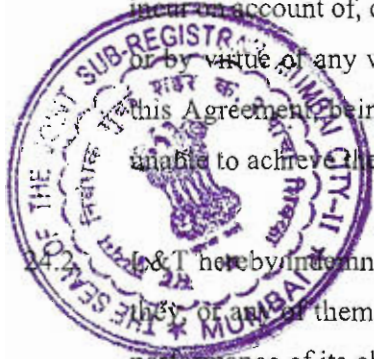
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23.3. SNCRPL and L&T hereby agree, declare and confirm that they will identify and earmark from the sale component of the Bhoomi Land, an area admeasuring in the aggregate 15,000 square feet of Carpet Area along with applicable car parking (on equitable basis) ("**Bhoomi Land – SNCRPL Area**"). The Existing Lender has by its No Objection Certificate dated 28<sup>th</sup> November 2023 granted its no objection for (i) entering into Joint Development Agreement with L&T as a developer in respect of the sale component of the said Land and (ii) release of its charge over the said Land interalia on the following terms and conditions – (i) the Existing Lender shall continue to have a charge on the Bhoomi Land – SNCRPL Area also; (ii) the Bhoomi Land – SNCRPL Area will be exclusive towards repayment of the Existing Facility to the Existing Lender; (iii) SNCRPL alone will be entitled to all proceeds arising from Bhoomi Land – SNCRPL Area and such proceeds will be deposited in a separate set of escrow accounts. All the proceeds arising from the Bhoomi Land – SNCRPL Area will at all times be exclusively used for repayments to the Existing Lender; and (iv) the amounts received in the 30% Bhoomi Land – SNCRPL Area account will be immediately released to the Existing Lender and the balance amount received in the 70% Bhoomi Land – SNCRPL Area account will also be released to the Existing Lender basis RERA Certificates immediately, both contributing towards repayment of the Existing Facility to the Existing Lender.

23.4. Both parties agree and confirm that the layout of the land included in this agreement will be amended and modified to incorporate the Bhoomi Land in the planned scheme of redevelopment upon receipt of the LOI for the Bhoomi Land by SNCRPL. Areas and layouts of the Sale Land, Rehab Land, and Proposed Development Land shall be mutually modified and amended following the LOI for Bhoomi Land; these modifications and amendments shall take precedence over the current layout of the Sale Land, Rehab Land, and Proposed Development Land.

#### 24. INDEMNIFICATION

24.1. SNCRPL hereby agrees to indemnify and keep indemnified and saved and harmless, L&T Indemnified Parties from and against all Losses that they, or any of them may sustain, suffer and/or incur on account of, or by virtue of, breach by SNCRPL of any of the provisions of this Agreement or by virtue of any warranties, representations and assurances made by SNCRPL, as detailed in this Agreement being false, untrue, incorrect and/or breached, and/or SNCRPL failing or being unable to achieve the same.



L&T hereby indemnify and keep indemnified and save harmless SNCRPL against all losses that they or any of them may sustain, suffer and/or incur on account of, or by virtue of, L&T's non-performance of its obligations under this Agreement.

24.3. The indemnification right of L&T Indemnified Parties and SNCRPL under this Clause is independent of, and in addition to, such rights and remedies as L&T and SNCRPL may have at law or in equity or otherwise for any misrepresentations, breach of warranty or failure to fulfil any agreement or covenant hereunder on the part of SNCRPL and/or L&T, as the case may be.



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**25. NOTICES & COMMUNICATIONS**

25.1. All notices intimations, demands, correspondence and other communications to be given under these presents shall be in writing and delivered (i) by hand against a written acknowledgement of receipt, or (ii) by Registered Post A. D., and addressed to the Parties, as follows:

If to SNCRPL

Address : Ganesh Bhuvan, 1<sup>st</sup> Floor,  
R N 3, Road Number 2, Hindu Colony Dadar East,  
Mumbai 400 013

Attn : Director

If to L&T

Address :  
8<sup>th</sup> Floor, A. M. Naik Tower,  
Gate no.3, JVLR, Powai,  
Mumbai 400072.

Attn : Mr. Uma Charan Rath

or at such other address as is from time to time designated (in writing) by the Party to whom the communication is addressed. Any communication that is delivered in accordance herewith shall be deemed to be received when delivery is received or refused, as the case may be.

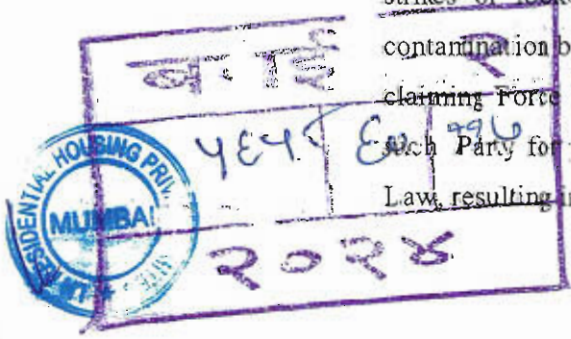


**26. FORCE MAJEURE**

"Force Majeure Event"

26.1.1. Force Majeure Event shall mean any event or circumstance or combination of events or circumstances set out in Clause 26.1.2 below that materially and adversely affects any party in the performance of its obligations in accordance with the terms of this Agreement, provided that such events and circumstances pertain to the Scheme or have a direct effect on the operations on the Scheme, which are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money:

26.1.2. Acts of God being natural catastrophes such as earthquakes, tsunamis, hurricanes, typhoons, volcanic activities or, exceptionally adverse climatic conditions, pandemics, epidemics, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, national emergency, military or usurped powers, or civil wars, riots, commotions disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or contamination by radioactivity, and fire caused by reasons not attributable to the Party claiming Force Majeure or any of the employees, contractors or agents appointed by such Party for purposes of the development of the Project; any change in Applicable Law, resulting in Material Adverse Effect;



26.2. It is expressly agreed that a Force Majeure Event shall not include the following, except to the extent resulting from a Force Majeure Event:

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26.2.1. late delivery or changes in cost of plant, machinery, equipment, materials, spare parts or consumables for the development of the Scheme not being on account of any act, omission, breach or default on the part of a Party;

26.2.2. Non-performance resulting from normal wear and tear typically experienced in a project of this kind; and non-performance caused by, or connected with, the non-performing Party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Applicable Law, or (c) breach of, or default under this Agreement.

26.2.3. Financial constraints.

26.3. As soon as practicable, and in any case no later than seven (7) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected/aggrieved Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:

26.3.1. the nature and extent of the Force Majeure Event;

26.3.2. the estimated period for which the Force Majeure Event shall continue;

26.3.3. the nature of and the extent to which, performance of any of its/their obligations under this Agreement is/are affected by the Force Majeure Event;

26.3.4. the measures which the affected Party/ies has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

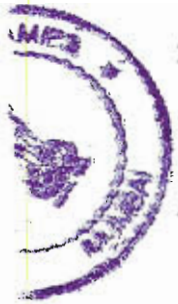
26.3.5. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

26.4. As soon as practicable, and in any case no later than fifteen (15) days from the date of notification by the affected/aggrieved Party in accordance with the preceding Clause 26.3, the Parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/survey

26.4.1. assess the impact of the underlying Force Majeure Event;

26.4.2. to determine the likely duration of the period for which Force Majeure Event may continue; and

26.4.3. to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.



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26.5. The affected/aggrieved Party shall during the Force Majeure period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Clause 26.3 as also any information, details or document, which the other Part/ies may reasonably require.

26.6. If the affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

26.6.1. due notice of the Force Majeure Event has been given as required by the preceding Clauses;

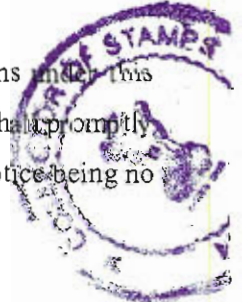
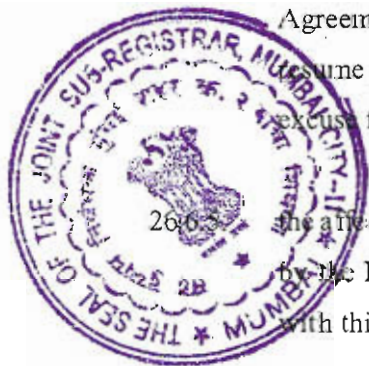
26.6.2. the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;

26.6.3. the affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Scheme as a result of the Force Majeure Event and to restore the Scheme in accordance with the good industry practice and its relative obligations under this Agreement;

26.6.4. when the affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;

26.6.5. the affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and

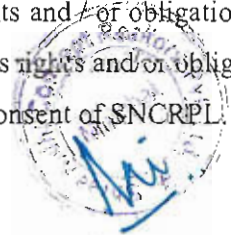
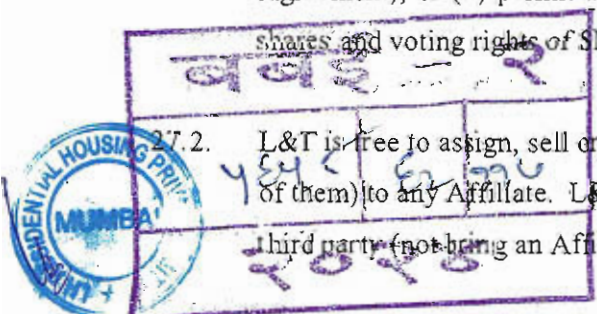
26.6.6. any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with good industry practice.



**27. ASSIGNMENT**

27.1. SNCRPL shall not (a) assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement (otherwise than engagement of sub-contractors, consultants, third-parties, in which case SNCRPL shall continue to be liable and responsible as set out in this Agreement), or (b) permit anyone other than persons holding presently to control the majority shares and voting rights of SNCRPL.

27.2. L&T is free to assign, sell or transfer its rights and/or obligations under this Agreement (or any of them) to any Affiliate. L&T may assign its rights and/or obligations under this Agreement to a third party (not being an Affiliate) with the consent of SNCRPL.



27.3. Save as aforesaid, this Agreement shall be binding upon and shall ensure for the benefit of the Parties and their respective successors in title and permitted assigns.

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**28. ARBITRATION**

28.1. In case of any claim or dispute or difference arising between the Parties out of or in relation to this Agreement or from the transaction contemplated under this Agreement, the Parties shall attempt to first resolve such claim or dispute or difference through mutual discussions. If such claim or dispute or difference is not resolved through such mutual discussions within thirty (30) days, the Parties shall refer the same to Arbitration before a sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (including any statutory modification or re-enactment thereof). The arbitration shall be held in Mumbai and the language of arbitration shall be English.

28.2. Subject to the foregoing Arbitration clause, the appropriate Courts at Mumbai shall have exclusive jurisdiction.

**29. MISCELLANEOUS**

29.1. These presents record the entire transaction, and supersedes all prior discussions, negotiations, correspondence, understandings, writings and communications (verbal or written) held or exchanged by and between the Parties hereto.

29.2. Except as provided herein, including but not limited to as more specifically set out in this agreement, the Parties hereby irrevocably agree and confirm that the Project is and shall be a joint and composite and inseparable development and accordingly neither Party shall be entitled at any time hereafter to withdraw from the transaction and shall not be entitled to initiate any action or take any steps for partition or separation therefrom; such irrevocable agreement being the essence of the agreement herein.

29.3. Each Party to this Agreement shall separately bear and pay their respective Advocates and Solicitors fees.

29.4. Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will prepare and provide the provision/s to be substituted, which provision/s shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

29.5. It is expressly acknowledged, declared, confirmed, agreed and understood by and between the Parties hereto, that this Agreement and the Irrevocable POA supersedes all documents/ writings executed or exchanged between them and their respective directors, partners, employees, agents and consultants, heretofore, if any, and that this Agreement and the Irrevocable POA represents

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the entire agreement and understanding between them regarding the subject matter hereof. Any additions, deletions, amendments, alterations and/or modifications of to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by or on behalf of the Parties.

29.6. No failure or delay on the part of either Party in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

29.7. Each Party shall be liable to bear and pay their own separate income-tax liabilities upon their respective shares of the Net Revenues and/or any other amounts/benefits received by them under and/or in pursuance of the Project and this Agreement, and neither of them shall be liable to bear or pay the other liabilities.

29.8. The Parties have taken the necessary corporate action and the necessary Resolutions have been passed by their respective Board of Directors, approving these presents, and the execution hereof, and empowering their respective Directors to enter into and execute these presents, whereby these presents are binding upon each of the Parties.

29.9. The Parties shall execute such other necessary deeds and documents as may be agreed and required in respect of the Transaction.

29.10. In the event of change in the Applicable Law relating to indirect taxes, including the introduction of a new GST (Goods and Service Tax) regime during the subsistence of this Agreement, the Parties will cooperate with each other to minimise the effect of such change in law on the Parties, including their share in the Net Revenues and their respective costs and the Parties shall amend this Agreement to the extent required to ensure that neither Party is worse off on account of such amendment or receives any undue advantage at the expense of the other Party or not available to the other Party.

29.11. As required by the Income Tax (Sixteenth Amendment) Rules, 1998: -

- i. SNCRPL states that it is assessed to Income Tax, and the Permanent Account Number (PAN) allotted to it is AAKCS2026H and a copy of its PAN Card is annexed hereto and marked **Annexure J**;
- ii. L&T states that it is assessed to Income Tax, and the Permanent Account Number (PAN) allotted to it is AAFL7465N, and a copy of its PAN Card is annexed hereto and marked **Annexure K**.



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 IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands the day and  
 at first hereinabove written  
 2024



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**FIRST SCHEDULE**  
(Description of Larger Land)

All land bearing C.S. Numbers 1500(Part), 2116(Part) and 2124(Part) of Mahim Division, admeasuring in the aggregate approximately 20,465.72 (Twenty Thousand Four Hundred and Sixty Five Point Seven Two) square meters, situated at village Mahim Mumbai 400 016.

**SECOND SCHEDULE**  
(Description of Sale Land)

All land bearing C.S. Numbers 1500(Part), 2116(Part) and 2124(Part) of Mahim Division, admeasuring in the aggregate approximately 6163.68 Sq. Mtrs, which forms part of said Land and is hatched in Light Green colour on the plan annexed hereto and marked as ANNEXURE "A".

**THIRD SCHEDULE**  
(Description of Future Development)

Out of the said Larger Land, land admeasuring approximately 3822.37 square meters or thereabouts and bearing Final Plot Nos.772 to 778 and 781 to 790- TPS-111 and C.S. No. 1500(part) situated at Mahim Division, Mumbai – 400 016.



**FOURTH SCHEDULE**  
(Description of Bhoomi Land)

All that piece and parcel of land admeasuring 3764.57 square metres or thereabouts and bearing Final Plot Nos.772 to 778 and 781 to 790- TPS-111 and C.S. No. 1500(part) situated at Mahim Division, Mumbai – 400 016

SIGNED AND DELIVERED by the )  
within named **SNCRPL**, by the )  
hand of its duly authorised signatory )  
Mr. Pritesh Dawda )  
who has been authorised )  
by a resolution of the Board of Directors )  
of SNCRPL passed on 30/1/24 )  
in the presence of ... )

For Shree Nidhi Concept Realtors Private Limited

*Pritesh Dawda*  
Director/Authorised Signatory



SIGNED AND DELIVERED by the )  
within named **LH Residential Housing** )  
**Limited**, by the )  
hand of its duly authorised signatory )  
Mr. Uma Charan Patel )  
who has been authorised )  
by a resolution of the Board of Directors )  
of SNCRPL passed on 23/2/24 )  
in the presence of ... )

For LH RESIDENTIAL HOUSING PRIVATE LIMITED

*Uma Charan Patel*  
Authorised Signatory



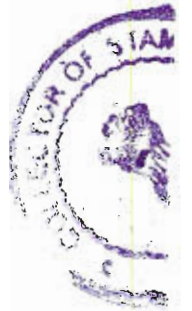
Witness for all :-  
① Amit Pawar  
② Swapnali Vengushtekar

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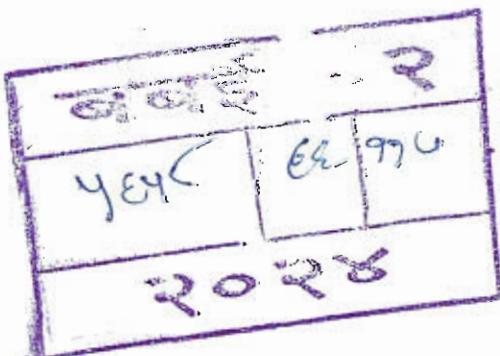
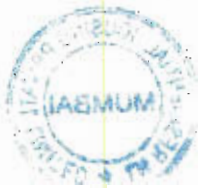
LIST OF ANNEXURES

ANNEXURE A	Plan
ANNEXURE B	LOI
ANNEXURE C	Height NOC
ANNEXURE D	List of Inventory for SNCRPL Area
ANNEXURE E	Timelines for Capped Cost 1
ANNEXURE F	Timelines for Capped Cost 2
ANNEXURE G	Sketch showing access road layout
ANNEXURE H	Timeline for completion of Rehab Component
ANNEXURE I	Copy of the 2 <sup>nd</sup> NOC
ANNEXURE J	SNCRPL PAN Card
ANNEXURE K	L&T PAN Card
ANNEXURE L	Existing lender's NOC
ANNEXURE M	Disclosure letter



For the Residential Housing Private Limited

Annexed 2/2024







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**SLUM REHABILITATION AUTHORITY**

No.: SRA/Eng/2025/GN/STGL/LOI

Date: 18 DEC 2020

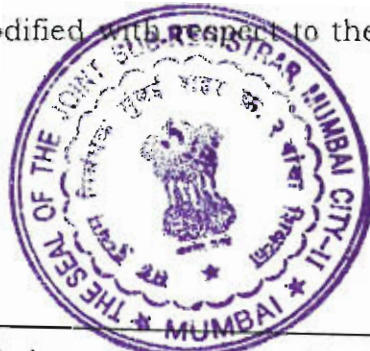
1. **Architect** : Shri. Anand V. Dhokay of  
M/s. Anand V. Dhokay Architect & Designer.  
F-63 "Palm Acres", Mahatma Phule Road, Mulund,  
East, Mumbai - 400081.
2. **Developers** : M/s Shree Nidhi Concept Realtors PVT. LTD.  
Omkar House, Off Eastern Express Highway,  
Opp. Sion Chunabhatti Signal, Sion (East),  
Mumbai-400 022.
3. **Society** 1. Navkiran Welfare SRA Co.Op. Hsg. Soc. (Ltd)  
2. New Janta SRA Co.Op. Hsg. Soc. (Ltd)  
3. Hind Ekta S.R./A. Co.Op. Hsg. Soc. (Ltd)

**Sub:** Proposed S.R. Scheme on C. S. No.1500(Pt.),2116(Pt.),2124(Pt.) of village Mahim, Mumbai-16 for "Navkiran Welfare SRA Co.Op. Hsg. Soc. (Ltd), New Janta SRA Co.Op. Hsg. Soc. (Ltd), Hind Ekta S.R.A. Co.Op. Hsg. Soc. (Ltd)"

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by Architect, this office is pleased to issue in principle approval to the scheme in the form of this **Revised Letter of Intent** for grant of FSI 4.97 (Four Point Nine Seven only) in accordance with Regulation no. 33(10) of D.C.P.R- 2034.

This LOI is issued is supersede to all earlier LOI issued under No. SRA/Eng/2025/GN/STGL/LOI dated 05/02/2016, 22/06/2016 & 08/03/2017 It stands modified with respect to the conditions mentioned here in below:-



Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051  
Tel.: 2656 5800, 2659 0405 / 1879, Fax : 022-2659 0457. Email - info@sra.gov.in

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1. The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, nos. of eligible hutments etc. The parameters shall be got revised from time to time.

Sr. No.	Description	Now proposed (In sq.mt)
1	Area of plot	20465.72
i	Area affected due to CRZ	0.00
2	Plot area after deduction of plot in abeyance (1-i)	20465.72
3	Deductions of Area under DP road:	
	a) Area under 13.40m. wide D.P Road	3459.75
	b) Area under 10.36m. wide D.P Road	651.51
	c) Area under combined Reservation Rehabilitation and Resettlement Facilities +Municipal Facilities +Scrap Yard + Public Convenience + Solid Waste Management Facilities	400.00
	d) Area under DOS 1.4	696.91
	e)Total Deductions ( a+b+c+d)	5208.17
4	Net Area Of Plot (2-3e)	15257.55
5	Additions For Floor Space Index	
a	100% of 3e	5208.17
6	Total Area (4+5)	20465.72
	Proposed Rehab BUA	40751.07
	Area under Common passages, Society office, Amenities	14212.15
9	Total Rehab Component	54963.22
10	Sale Component ratio as per LR/RC ratio as per ECPR 2024	1.10
11	Sale Component (9 x 10)	60459.54
12	Sale in situ	60459.54
13	Total BUA generated on site (7 + 11)	101210.61
14	Floor Space Index Sanctioned for Scheme.	4.95
15	No. of slum dwellers to be accommodated (1115 R + 13 R/C + 128Commericals + 07 Ex. Amenities & 33 Other Amenities.	1296 Nos
16	Provisional PAP to be provided (Total Tenements 1263 - 804 Eligible Tenements)	459 Nos

2. This LOI is issued on the basis of documents submitted by the Architect. If any of the document submitted by Architect / Developer / Society or Owner are proved fraudulent/misappropriated before the Competent Court/HPC and if directed by Competent Court /HPC to cancel the LOI, then the LOI is liable to be cancelled and concerned person/Society /Developer/Architect are liable for action under version provision of IPC 1860 and Indian

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**3. Details of Ownership**

The ownership of the land on plot bearing C.S No. 1500(Pt.), 2116(Pt.), 2124(Pt.) of village Mahim, vests with State Government Land.

**4. Details of Access:-**

The plot under reference derived its access from proposed 13.40mts. and 10.36 mtr wide D.P. Road.

**5. Details of D.P. remarks:-**

**As per RDDP 2034-**

The land under reference is situated in "Residential Zone-R", it is reserved for RR 2.1+ This includes principal reservation of Rehabilitation and Resettlement (RR 2.1) and five ancillary reservations namely, Disaster Management Facilities (RO 3.1), Municipal Facilities (RMS1.3), Scrap yard (RMS 3.3), Public convenience (RSA 6.3) & Solid waste management Facilities (RMS3.1) and buildable reservation of college DE 2.1). It is also affected by D.P .Roads having width of 13.40mts. and 10.36mts.

6. If the land is owned by Government or public body the Developer/Society shall pay premium at the rate of 25% as per Annual Schedule Rates (ASR) and as per the Govt. notification issued u/no. TPB/4308/897/CR-145/08/UD-11 of 16/04/2008 in respect of Slum Rehabilitation scheme being undertaken on public land belonging to Govt./Municipal/MHADA and as per the stages as mentioned in the Govt. Order u/no. क्र. झोपुयो.२००८ प्रक्र. २३६ झोपुयो.१ दिनांक.०२.०७.२०१० and as per Circular no.114 dated 19/07/2010.

7. The Developer shall pay to Govt. or MCGM or to all concerned Competent Authority, all the fees, charges, royalties premium etc. in accordance with prevailing rules and Regulations, laws & acts, as applicable and levied by them

8. The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit and shall also pay Infrastructural Development charges at the rate of 2% of Ready Recknor rate as prevailing on the date of issue of LOI per Sq.m. or such an amount as may be decided by GOM from time to time shall be paid to the Slum Rehabilitation Authority for built up area, over and above the Zonal basic FSI excluding fungible Compensatory area, for Rehabilitation and free Sale Components, as decided by the Authority or as revised by Competent Authority from time to time prevailing on the day of grant of IOA.

9. The Developer shall hand over PAP tenements if any within three months after grant of OCC, generated in the S.R. Scheme after finalization of eligibility, before granting OCC to Sale building. The said PAP tenements as mentioned in salient features condition no. 3 above be handed over to the Slum Rehabilitation Authority/MHADA/MCGM or any designated Govt. Authority for Project Affected Persons, each of carpet area 27.88 sq.m. free of cost



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The PAP tenements shall be marked as a PAP tenement on front doors prominently. After completion of the building, PAP tenements shall be protected by the developer at his cost till handing over to the concerned authority by providing security guards etc.

10. The Amenity Tenements of Anganwadi/Balwadi as mentioned in salient features condition no 3 above shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per Circular No. 129. Welfare Centre, Society Office as mentioned in salient features condition no.3 above shall be handed over to the slum dwellers society to use for specific purpose only, within 30 days from the date of issue of OCC of Rehab/Composite bldg. handing over / Taking over receipt shall be submitted to SRA by the developers.
11. The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future till issue of C.C. to last Sale building in the layout by the competent Authority, after amending plans wherever necessary or as may be directed.

The Developer shall submit required various NOCs including S.E.A.A. (B.C.) as applicable from the concerned authorities in the office of Slum Rehabilitation Authority from time to time during the execution of the S.R. Scheme.

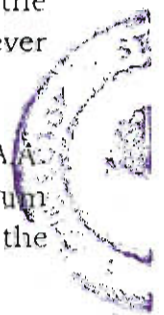
If it is noticed that less land premium is charged then the difference in premium paid and calculated as per the revised land rate shall be paid by the developer as per policy.

14. The Developer shall complete the rehab component of project within the stipulated time period from the date of issue of CC to 1<sup>st</sup> rehab building as mentioned below:-

Plot area up to 4,000 sq.mt.	→ 36 months.
Plot area between 4,001 to 7,500 sq.mt.	→ 60 months.
Plot area more than 7,500 sq.mt.	→ 72 months.

In case of failure to complete the project within stipulated time period the extension be obtained from the CEO/SRA with valid reasons.

15. The developer shall register society of all Eligible slum dwellers to be re-housed under Slum Rehabilitation Scheme within six months after granting occupation to the respective rehab building



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16. The Developer and chief promoters shall submit the duly notarized Indemnity Bond on Rs.220/- non-judicial stamp papers indemnifying the Slum Rehabilitation Authority and its officers against any kind of dispute, accident on site, risks or any damages or claim arising out of any sort of litigation with the slum dwellers / property owners or any others before IOA in a prescribed format.
17. The Developer shall not block existing access/easement right leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
18. A) The chief promoter of the society and Developer shall display the copy of approved LOI and list of Annexure-II on the notice board of Society and/or in the area at conspicuous place. The photo of such notices pasted shall be submitted to concern Ex. Engineer (SRA) within a period of two weeks from the date of this LOI.  
B) That Developer/society shall give wide publicity by way of advertisement in a prescribed format for the approval of S. R. scheme at least in one local Marathi newspaper in Marathi script & English newspaper in English script and copy of such newspapers shall be submitted to concern Ex. Engineer within two months from the date of LOI.
19. The IOA/Building plans will be approved in accordance with the Development Control and Promotion Regulations-2034 and prevailing rules, policies and conditions at the time of approval.
20. The Arithmetical error/ typographical error if any revealed at any time shall be corrected on either side.
21. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the scheme parameters Annexed herewith.
22. That you shall submit NOC from MOEF for environmental clearance before granting C.C. beyond construction area adm. 20,000 sq.mt.
23. That you shall submit plot demarcation and Remarks/NOC/ concurrence before issue to Plinth CC to sale building, from the competent Authority i.e. MCGM regarding development of buildable reservation redesignations etc. if any incorporated in Sanctioned Revised D.P. 2034 before approval of the plans for buildable reservation. Further, the Amenity as per the provisions of Regulation no. 14 shall be developed and handed over to MCGM/Competent Authority.



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24. That you shall submit the NOCs as applicable from the following concerned authority in the office of Slum Rehabilitation Authority before requesting of approval of plans or at a stage which it is insisted upon by the concerned Executive Engineer.
- i. A.A & C G/North Ward.
  - ii. H.E. NOC.
  - iii. CFO NOC.
  - iv. Tree Authority.
  - v. Dy.Ch.E.(SWD) -City
  - vi. Dy.Ch.E.(S.P.P & D) - City
  - vii. Dy.Ch.E.(Roads) - City
  - viii. Civil Aviation Authority.
  - ix. NOC from Electric Supply Co.
  - x. PCO NOC.

25. The conditions if any mentioned in certified Annexure-II issued by the Competent Authority, it shall be complied and compliances thereof shall be submitted to this office in time.

26. The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future till C.C. to last sale building in the layout by the competent Authority, after amending plans wherever necessary or as may be directed.



The Developer/Chief Promoter shall register society of all eligible slum dwellers to be re-housed under Slum Rehabilitation Scheme after finalizing the allotment of Project Affected Persons (PAP) if any and within six months after occupation of respective rehab building by the Competent Authority they shall be accommodated as members of registered society.

28. That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.

29. If the land under this scheme is belonging to Govt./MHADA/ MCGM, the Public Authority is requested to grant NOC for the Slum Rehabilitation Scheme within a period of 60 days from the date of intimation of this approval, else the provision of clause No 2.8 of Reg. 33 (10) of DCPR-2034 are applicable.

30. That proper safety measures like barricading, safety net etc. shall be taken on site during construction work as maybe necessary depending upon the type of work and the developer along with their concerned technical team shall be solely responsible for safety.

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31. That you shall rehouse the eligible slum dwellers as per the list certified by the Addl. Collector by allotting them residential tenements of carpet area of 27.88 sq.mt. and/or residential-cum-commercial of carpet area of 27.88 sq.mt. and /or commercial tenements as per the area mentioned in certified Annexure-II issued by Competent Authority or the carpet area of 20.90 Sq.mt., whichever is less, free of cost and constructing the same as per building specifications/norms/building bye-laws.
32. That you shall submit the P. R. Cards with area mentioned in words duly certified by Superintendent of Land Records for amalgamated / subdivided plots before obtaining C.C. for last 25% of built up area.
33. That you shall get the plot boundaries demarcated from concerned authority before starting the work as per Regulation No. 37 (24) of DCPR-2034, prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/cleaning of structures on plot before obtaining C.C. for last 25% of built up area.
34. That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City Survey office.



35. That the rehabilitation component of scheme shall include.

- a) 1118 Residential Tenements
- b) 128 Commercial Tenements
- c) 10 R/C Tenements
- d) 07 Religious Structures
- e) 05 Balwadi
- f) 05 Welfare Center
- g) 05 Additional Amenities-I
- h) 05 Additional Amenities-II
- i) 12 Society Office
- j) 01 Community Hall

Amenity tenements to be handed over to Society to use for specific purpose only.



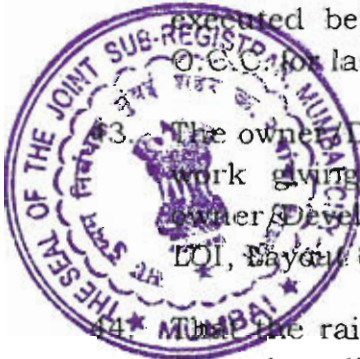
36. That the layout R.G. shall be duly developed before obtaining occupation for last 25% of built up area.
37. That the quality and workmanship of construction work of each building in the layout shall be strictly monitored by concerned Architect/Site supervisor/Structural Engineer and report on quality of work carried out shall be submitted by Architect with test results as and when required by Executive Engineer (SRA) and at the stages of obtaining plinth C.C., further C.C., Occupation to the buildings in the scheme.

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38. That this Letter of Intent is issued on the basis of plot area certified by the Architect and other relevant documents. In the event of any deviation in the area of the plot during plot demarcation by D.D.L.R./City Survey Office, then sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot.
39. This Letter of Intent gives no right to avail of extra FSI granted under Regulation no. 33 (10) of D.C.P.R.-2034, upon land, which is not your property.
40. That this letter of intent shall be deemed to be cancelled in case any of the document submitted by the Architect/Developer or Owner are found to be fraudulent/misappropriated.
41. That you shall pay development charges separately for sale built up area as per provisions as per cl.124 E of M.R. & T.P. Act. 1966.
42. That the lease agreement with the land owning Authority shall be executed before obtaining for occupation permission before obtaining O.C.C. for last 25% of built up area.
43. The owner/Developer shall display the name at site before starting of the work giving the details such name, address and contact no. of owner/Developer, Architect, Structural Engineer, Approval No. & Date of LOI, Layout & IOA.
44. The rain water harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11DTD.10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.
45. That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of Societies (SRA) and statement of rehab tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements no. in rehab/composite building and Sr. No. in Annexure - II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.
46. That you shall bear the cost towards displaying the details such as Annexure - II, date of issue of important document like LOI, Layout, C.C., O.C.C. on SRA website.



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47. That you shall display bilingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn/Circular No. 64/569/2004 dated 14/10/2004.

48. High Rise Rehab Building :

- That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (S.R.A.) for implementation/ supervision completion of S.R. Scheme.
- The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.
- That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.

Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

- The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.)/E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.
- That the developer shall install firefighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite registered agreement between Developers, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building.

Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

- That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer/educational institute.

49. That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid and cleared.

50. That the developer shall ensure that water connection to the rehab building is obtained within one month from date of occupation. Certificate the water connection granted shall be submitted to this office before asking any further approvals in the scheme thereafter.



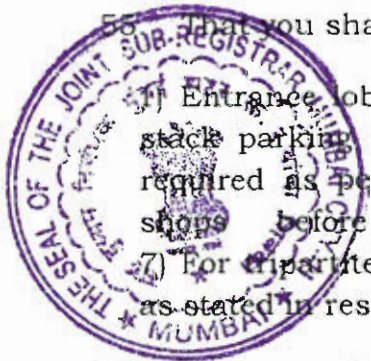
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51. That the defect liability period for rehab building will be 3 years and any repairs/rectification required during this period will be done by the developer. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period.
52. That you shall obtain NOC from electric supply company regarding size and location of substation and Meter Room before Further CC to Rehab building.
53. That you shall submit CFO NOC for substation before granting Plinth C.C. to sale building in scheme.
54. That you shall submit NOC from E.E. (T & C) of MCGM for parking layout CFO MCGM, Ch.Eng. (SWD) & Ch.Eng. (M & E) on podium basement before plinth Further CC to Rehab building.

55. That you shall submit Registered Undertaking for not misusing



1) Entrance lobby, 2) The greater height of stilt except for the purpose of stack parking 3) Stilt/Podium for car parking 4) Demolish the plinth as required as per CFO NOC 5) The toilet proposed for rehab commercial shops before plinth C.C. to the respective buildings and 7) For tripartite agreement with society 8) Part Terrace 9) Refuse Area etc. as stated in respective condition.

56. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the CEO (SRA).
57. That you shall submit the 51% irrevocable written agreements of eligible slum dwellers with Annexure-II and certified slum plan before Further CC to rehab buildings in the layout.
58. That S.R. Scheme has been approved taking all slum dwellers into consideration as per *certified slum plan and Draft Annexure-II*, and per provisions of Cl. 3.12 (C) of Regulation no. 33(10) of DCPR-2034, if number of slum dwellers declared eligible finally by Competent or Appellate Authority are less than rehab tenements so constructed under any Slum Rehabilitation Scheme then remaining tenements shall be used by Slum Rehabilitation Authority for the purpose of rehabilitating non-protected occupants before 1<sup>st</sup> January 2011. Thereafter remaining tenements *if any* shall be used for the purpose of transit tenements or PAP or for pavement dwellers in slum rehabilitation area or non-protected occupants 1<sup>st</sup> January 2011 from other slums and distribution

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would be done as per policy decided by the Government of Maharashtra or slum dwellers from other areas and its distribution may be done as per policy decided by Government of Maharashtra. Accordingly, the scheme parameters shall be revised as per final eligibility before approval of last sale building in the S.R. Scheme.

59. That you shall submit remarks from M & E Department of M.C.G.M. for adequacy of artificial light and ventilation required for the basements before issue of Plinth C.C. to the Rehab Buildings & Sale Buildings under reference.
60. That you shall submit the NOC from Urban Development department of Government Of Maharashtra before starting actual construction for the proposed Religious Structures on site.
61. That you shall hand over the Road Set back to MCGM free of cost and free of encumbrance before obtaining CC to last 25% of the BUA or as directed by SRA.
62. The final outcome of the order of Dy. Collector Mumbai-City regarding the ownership disputes with Bombay Xaverian Corporation Pvt. Ltd. as per his compliant letter dtd 18/03/2020 will be binding on developer and the event of the adverse order developer revise the LOI suitable with the revised parameters as per final order of Collector Mumbai-City. and submit NOC from Collector, Mumbai-City for proposed development on C.S. No.2116 before issue of Plinth CC to Sale Building under reference.
63. That you shall pay necessary charges as per DCPR 2034.
64. That you shall submit the remark of Status of road from A.E.(Maintenance),G/N before plinth CC to sale building.

**Additional LOI conditions:**

- 1) That you shall execute standard format of individual agreement to be submitted to SRA as per Circular No.SRA/LA/DESK-1/T.L.2/450 dtd. 26/04/2016.
- 2) That you shall fix CCTV cameras on site in the building under construction with feed to SRA server as per the direction & specification of SRA.
- 3) As per the Circular No.137, you shall pay charges of identity card of eligible slum dwellers/lottery.
- 4) As per the Circular No.138, you shall pay the Structural Audit Fees as per the SRA policy.



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- 5) That you shall pay the non-refundable Legal charges as per office order u/no. SRA/LA/Office Order/126/2016 dtd. 22/02/2016 before issuance of further approvals.
- 6) That you shall construct tenements in shear wall technology as per Circular No.154.
- 7) That you shall submit Eligibility of the undecided tenements before asking plinth C.C. to last Sale Building and accordingly the LOI parameters shall get revised.
- 8) That you shall pay the labour cess charges as per Circular No.130 dated 30/11/2011.

If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the D.C. Regulations 2034, amended up-to date, in the office of the undersigned within 90 days from receipt of this LOI.

Yours faithfully,

*[Signature]*  
for Chief Executive Officer  
Slum Rehabilitation Authority



(Hon'ble CEO(SRA) approved Revised LOI)



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भारतीय विमानपत्तन प्राधिकरण  
पश्चिमी क्षेत्र मुख्यालय



AIRPORTS AUTHORITY OF INDIA  
WESTERN REGION HQRS

No.AAI/RHQ/WR/DoAS/Auth./SNCR/WEST/B/112717/263958 / 101/216-19 Date :-12/10/2022

M/s. Shree Nidhi Concept Realtors Pvt. Ltd.  
Omkar House, 6<sup>th</sup> Floor, Off. Eastern Express Highway,  
Sion-Chunnabhatti Signal, Sion (E),  
Mumbai 400 076

संशोधित / Revised NOC

**ऊंचाई की मंजूरी के लिए अनापत्ति प्रमाण पत्र /  
NO OBJECTION CERTIFICATE FOR HEIGHT CLEARANCE**

1. यह अनापत्ति प्रमाण पत्र भारतीय विमानपत्तन प्राधिकरण (भाविप्रा) द्वारा सुरक्षित और नियमित विमान प्रचालन के लिए भारत सरकार (नागर विमानन मंत्रालय) के आदेश जीएसआर 751 (ई) दिनांक 30 सितंबर, 2015 के प्रावधानों के अनुसार प्रदत्त उत्तरदायित्व के अनुसरण में जारी किया जाता है।

This NOC is issued by Airports Authority of India (AAI) in pursuance of responsibility conferred by and as per the provisions of Govt. of India [Ministry of Civil Aviation] order GSR751 (E) dated 30th Sep. 2015 amended by GSR770 (E) dated 17th Dec 2020 for safe and Regular Aircraft Operations.

2. इस कार्यालय को निम्नलिखित ब्यौरे के अनुसार प्रस्तावित संरचना के निर्माण पर कोई आपत्ति नहीं है -

This office has no objection to the construction of the proposed structure as per the following details:-

NOC ID	SNCR/WEST/B/112717/263958		
Appellant Letter	Letter No.NIL dated 27/01/2021		
Owner/Appellant Name*	M/s.Shree Nidhi Concept Realtors Pvt. Ltd.		
Type Of Structure*	Building		
Site Address*	Proposed construction at FP Nos 772 to 778 and 780 to 790 and their appurtenant Road under TPS-3, CS Nos-1500(pt) of Mahim Division for Gayaban Shah Baba CHS (Ltd), Janabai CHS (Prop) Society and CS Nos 1500(pt), 2116(pt) and 2124(pt) of Mahim Division for Navkiran Welfare SRA CHS Ltd., New Janta SRA CHS Ltd. Hind Ekta SRA CHS Ltd.		
Buildings*	Coordinates*		Permissible Top Elevation (P.T.E.) Above Mean Sea Level (AMSL)
<b>Sale Bldg. Tower-1</b>	19 02 39.91 N 72 50 30.00 E	19 02 39.15 N 72 50 30.76 E	122.90 meter (One Hundred Twenty-Two Decimal Nine Zero meter)
	19 02 40.09 N 72 50 30.66 E	19 02 39.07 N 72 50 30.44 E	
	19 02 39.85 N 72 50 30.74 E	19 02 38.65 N 72 50 30.02 E	
	19 02 39.66 N 72 50 31.51 E	19 02 39.12 N 72 50 29.52 E	
	19 02 39.01 N 72 50 31.34 E	19 02 39.67 N 72 50 30.07 E	
<b>Sale Bldg. Tower-2</b>	19 02 40.38 N 72 50 31.78 E	19 02 39.62 N 72 50 32.54 E	136.01 meter (One Hundred Thirty-Six Decimal Zero One meter)
	19 02 40.56 N 72 50 32.45 E	19 02 39.54 N 72 50 32.23 E	
	19 02 40.32 N 72 50 32.52 E	19 02 39.30 N 72 50 31.98 E	
	19 02 40.18 N 72 50 33.06 E	19 02 39.74 N 72 50 31.46 E	
	19 02 39.54 N 72 50 32.56 E	19 02 40.13 N 72 50 31.86 E	
<b>Sale Bldg. Tower-3</b>	19 02 40.33 N 72 50 33.55 E	19 02 40.07 N 72 50 34.28 E	121.83 meter (One Hundred Twenty-One Decimal Eight Three meter)
	19 02 40.01 N 72 50 34.18 E	19 02 39.99 N 72 50 33.96 E	
	19 02 40.27 N 72 50 34.26 E	19 02 39.57 N 72 50 33.54 E	
	19 02 40.58 N 72 50 35.03 E	19 02 40.04 N 72 50 33.04 E	
	19 02 39.98 N 72 50 34.87 E	19 02 40.59 N 72 50 33.59 E	
<b>Rehab Bldg. 1</b>	19 02 37.38 N 72 50 32.82 E	19 02 38.27 N 72 50 34.14 E	121.90 meter (One Hundred Twenty-One Decimal Nine Zero meter)
	19 02 37.95 N 72 50 29.77 E	19 02 38.14 N 72 50 32.52 E	
	19 02 38.70 N 72 50 32.38 E	19 02 36.65 N 72 50 31.07 E	
	19 02 39.65 N 72 50 36.55 E	19 02 36.37 N 72 50 29.70 E	
	19 02 38.69 N 72 50 36.19 E		

\*आवेदक द्वारा उपलब्ध किए गए विवरण / Details as provided by the applicant:

3. यह एनओसी नीचे दिए गए नियमों और शर्तों के अधीन है।

This NOC is subject to the terms and conditions as given below:-



*[Handwritten Signature]*

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No.AAI/RHQ/WR/DoAS/Auth./SNCR/WEST/B/112717/263958 /101

Date :-12/10/2022

- (a.) परमिशिबल टॉप एलिवेशन आवेदक द्वारा प्रस्तुत साइट एलिवेशन के आधार पर जारी किया गया है। आवेदक द्वारा प्रदान किए गए साइट निर्देशांक और साइट एलिवेशन की शुद्धता की लिए भावि जिम्मेदार नहीं है और न ही इसे प्रमाणित करता है। यदि किसी भी स्तर पर यह ज्ञात होता है कि वास्तविक डेटा अलग है, यह एनओसी अमान्य हो जाएगा और कानून के अनुसार कार्रवाई की जाएगी। संबंधित हवाईअड्डे के कार्यालय प्रभारी "एयरक्राफ्ट (डिमोलिशन ऑफ ऑब्स्ट्रक्शन काउज्ड बाय बिल्डिंग्स एंड ट्रीज ईटीसी) रूल्स 1994" के तहत कार्रवाई शुरू कर सकते हैं।

Permissible top elevation has been issued on the basis of Site Elevation submitted by Applicant. AAI neither owns the responsibility nor authenticates the correctness of the site coordinates & site elevation provided by the applicant. If at any stage it is established that the actual data is different, this NOC will stand null and void and action will be taken as per law. The office in-charge of the concerned aerodrome may initiate action under the "Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules 1994"

- (b.) संरचना की ऊंचाई (किसी भी असंरचना सहित) की गणना AMSL में परमिशिबल टॉप एलिवेशन से AMSL में साइट एलिवेशन को घटाकर की जाएगी अर्थात् अधिकतम संरचना की ऊंचाई = परमिशिबल टॉप एलिवेशन (-) साइट एलिवेशन।

The Structure height (including any superstructure) shall be calculated by subtracting the Site elevation in AMSL from the Permissible Top Elevation in AMSL i.e. Maximum Structure Height = Permissible Top Elevation minus (-) Site Elevation.

- (c.) 'एनओसी' जारी करना भारतीय वायुयान अधिनियम, 1934 की धारा 9-ए के प्रावधानों और एयरक्राफ्ट (डिमोलिशन ऑफ ऑब्स्ट्रक्शन काउज्ड बाय बिल्डिंग्स एंड ट्रीज ईटीसी) रूल्स 1994 सहित समय-समय पर जारी की गई अधिसूचनाओं के अधीन है।

The issue of the 'NOC' is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and any notifications issued there under from time to time including the Aircraft (Demolition of Obstruction caused by Buildings and trees etc) Rules, 1994.

- (d.) कोई भी रेडियो / टीवी एंटीना, लाइटिंग अरेस्टर, सीढ़ियां, मट्टी, ओवरहेड वॉटर टैंक और किसी भी तरह के फिक्स्चर को उक्त पैरा-2 में बताए गए परमिशिबल टॉप एलिवेशन से ऊपर नहीं दिखाया जाएगा।

No radio or TV Antenna, lighting arresters, staircase, Mumtee, Overhead Water tank and attachment fixtures of any kind shall project above the Permissible Top Elevation indicated in para 2 above.

प्रकारों में स्थापित किए गए 8 किमी के भीतर केवल तेल से चलने वाली या बिजली से चलने वाली भट्टी का उपयोग ही करना है।

Only use of oil fired or electric fired furnace is mandatory within 8 KM of the Aerodrome Reference point.

प्रमाणित होने के तुरंत से 8 साल की अवधि के लिए मान्य है। एक बार रिवैलिडेशन की अनुमति दी जाएगी, बशर्ते कि ऐसा अनुरोध एनओसी की प्रमाणांक की सीमा से छह महीने के भीतर किया जाएगा और प्रारंभिक प्रमाण पत्र 8 साल की शुरुआती वैधता अवधि के भीतर प्राप्त किया जाएगा।

The certificate is valid for a period of 8 years from the date of its issue. One-time revalidation shall be allowed provided that such request shall be made within six months from the date of expiry of the NOC and commencement certificate is obtained within initial validity period of 8 years.

- (g.) इमारत के निर्माण के दौरान या बाद में कभी भी, कोई प्रकाश या प्रकाश का संयोजन, जो इसकी तीव्रता, विन्यास या रंग के कारण हवाईअड्डे की वैमानिकी ग्राउंड लाइट के साथ भ्रम पैदा कर सकता है, साइट पर किसी भी समय स्थापित नहीं किया जाएगा। ऐसी किसी भी गतिविधि की अनुमति नहीं दी जाएगी जो उड़ानों के सुरक्षित प्रचालन को प्रभावित कर सकती है।

No light or a combination of lights which by reason of its intensity, configuration or colour may cause confusion with the aeronautical ground lights of the Airport shall be installed at the site at any time, during or after the construction of the building. No activity shall be allowed which may affect the safe operations of flights.

- (h.) हवाईअड्डे पर या आसपास के क्षेत्र में विमान प्रचालन के कारण विमान के शोर, कंपन, क्षति आदि के खिलाफ आवेदक शिकायत / मुआवजे का दावा नहीं करेगा।

The applicant will not complain / claim compensation against aircraft noise, vibration, damages etc. caused by aircraft operations at or in the vicinity of the airport.

- (i.) डीजीसीए इंडिया की वेबसाइट [www.dgca.nic.in](http://www.dgca.nic.in) पर उपलब्ध नागर विमानन आवश्यकता श्रृंखला 'बी' भाग 1 खंड 4 के अध्याय 6 और परिशिष्ट 6 में विनिर्दिष्ट दिशा-निर्देशों के अनुसार द्वितीयक विद्युत आपूर्ति के साथ डे मार्किंग और प्रति प्रकाश व्यवस्था प्रदान की जाएगी।



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*Signature*

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अनुवर्त शीट /Continuation Sheet



: 3 :

No.AAI/RHQ/WR/DoAS/Auth./SNCR/WEST/B/112717/263958 /101

Date:-12/10/2022

Day markings & night lighting with secondary power supply shall be provided as per the guidelines specified in chapter 6 and appendix 6 of Civil Aviation Requirement Series 'B' Part 1 Section 4, available on DGCA India website: [www.dgca.nic.in](http://www.dgca.nic.in).

- (j.) आवेदक भवन योजनाओं के अनुमोदन सहित संबंधित प्राधिकारियों से अन्य सभी वैधानिक स्वीकृतियां प्राप्त करने के लिए उत्तरदायी है। ऊंचाई संबंधी स्वीकृतियों के लिए यह एनओसी सुरक्षित और नियमित विमान प्रचालनों को सुनिश्चित करने के लिए है और इसका उपयोग किसी अन्य उद्देश्य / दावे के लिए दस्तावेज के रूप में नहीं किया जाएगा, जिसमें भूमि का स्वामित्व आदि शामिल है।

The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans. This NOC for height clearances is to ensure the safe and regular aircraft operations and shall not be used as document for any other purpose/claim whatsoever, including ownership of land etc.

- (k.) यह एनओसी सिविल हवाईअड्डों के संबंध में जारी किया गया है। आवेदक को डिफेंस से अलग एनओसी लेने की आवश्यकता है, अगर साइट उनके अधिकार क्षेत्र के भीतर है।

This NOC has been issued w.r.t. the Civil Airports. Applicant needs to seek separate NOC from Defense, if the site lies within jurisdiction.

- (l.) एनओसी पत्र की किसी भी विसंगति / व्याख्या के मामले में, अंग्रेजी संस्करण मान्य होगा।

In case of any discrepancy/interpretation of NOC letter, English version shall be valid.

- (m.) साइट एलिवेशन और / या AGL ऊंचाई के संबंध में किसी भी विवाद के मामले में, AMSL में टॉप एलिवेशन प्रभावी होगा।

In case of any dispute w.r.t. site elevation and/or AGL height, top elevation in AMSL shall prevail.

- (n.) यह एनओसी भाविप्रा-निगमित मुख्यालय नई दिल्ली के पत्र संख्या एएआय/20012/33/2021-डीओएस दिनांक 10/10/2022 के अनुसार जारी किया गया है।

This NOC issued as per AAI-CHQ New Delhi letter No.AAI/20012/33/2021-DoAS dated 10/10/2022.

4. यह प्रमाणन 28/07/2022 को आयोजित बैठक में नागर विमानन मंत्रालय की अधीनीय समिति के अनुमोदन के अनुसार जारी किया गया है।

This authorization is issued as per the approval of the Appellate Committee of Ministry of civil Aviation in its meeting held on 28/07/2022.

5. इस पत्र द्वारा अधिकृत की जा रही परमिशिबल टॉप एलिवेशन (पी.टी.ई.) ऊपर उल्लिखित बिल्डिंग निर्देशांक तक ही सीमित है।

The permissible top elevation (P.T.E.) being authorized vide this letter is restricted to the building coordinates mentioned above.

6. वैमानिकी अध्ययन के माध्यम से परमिशिबल टॉप एलिवेशन (पी.टी.ई.) को मंजूरी दी गई है और इसलिए यह किसी भी अन्य संरचनाओं को परिरक्षण लाभ नहीं देगा।

The permissible top elevation (P.T.E.) has been cleared through Aeronautical Study and therefore it shall not give shielding benefit to any other structures.

7. उप पैरा (अ), (बी) और (सी) के अंतर्गत उल्लिखित शमन उपाय निम्नलिखित आवश्यकताओं को पूरा करने के लिए अपनाया जाएगा,

The mitigation measures as mentioned under sub para (a), (b) & (c) shall be adopted to fulfil the requirements of,

- i. संभावित खतरनाक स्थिति के बारे में पायलट को जागरूक करने की आवश्यकता है; तथा

A pilot's need to be made aware of potentially hazardous condition; and

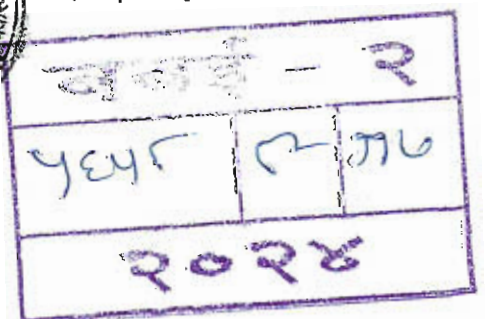
- ii. मानकों से विचलन को प्रकाशित करना राज्य का दायित्व है, अन्यथा लाइसेंसिंग स्टेटस के तहत मान लिया जाएगा।

The responsibility of the state to publish deviations from standards that would otherwise be assumed under licensing status.



*[Handwritten Signature]*

3 of 4



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: 4 :

No.AAI/RHQ/WR/DoAS/Auth./SNCR/WEST/B/112717/263958 | 10 |

Date :-12/10/2022

- a) उपरोक्त आवश्यकता को पूरा करने के लिए, बाधा सीमा सतह में इसके प्रवेश से पहले एयरपोर्ट ऑपरेटर, को बाधा को प्रकाश में लाना चाहिए। तदनुसार यह आवेदक/मालिक की जिम्मेदारी है कि वह एयरपोर्ट ऑपरेटर / विमानपत्तन निदेशक को सूचित करे।  
The Airport Operator should publish the obstacle, to fulfil the above requirement, before its penetration of the Obstacle Limitation Surface. It is the responsibility of the applicant/owner to notify the Airport Operator/Airport Director accordingly.
- b) डीजीसीए नागर विमानन आवश्यकता श्रृंखला बी भाग-1 खंड 4 में विनिर्दिष्ट दिशा-निर्देशों के अनुसार आवेदक/मालिक द्वारा डे मार्किंग और रात्रि प्रकाश व्यवस्था एयरपोर्ट ऑपरेटर / विमानपत्तन निदेशक के समन्वय और सहमति के साथ प्रदान की जाएगी।  
The day marking and night lighting shall be provided by the applicant/owner as per the guidelines specified in DGCA Civil Aviation Requirement Series B Part-I Section 4, in Co-ordination with and to the satisfaction of the Airport Operator/Airport Director.
- c) क्रेन जैसी कोई भी अस्थायी संरचना, जिसका इस्तेमाल निर्माण के प्रयोजन के लिए किया जा रहा है, एयरपोर्ट ऑपरेटर / विमानपत्तन निदेशक की लिखित अनुमति के बिना परमिशिबल टॉप एलिवेशन से अधिक नहीं होना चाहिए।  
Any Temporary structure such as crane, being used for the purpose of construction should not exceed the permissible top elevation without the written permission of the Airport Operator/Airport Director.

अध्यक्ष एनओसी समिति के लिए / For Chairman NOC Committee  
क्षेत्र का नाम / Region Name : पश्चिम / WEST

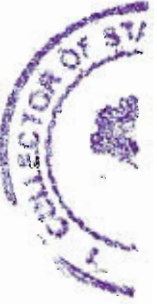
पता / Address:

महाप्रबंधक / General Manager  
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India  
क्षेत्रीय मुख्यालय, पश्चिमी क्षेत्र / Regional Head Quarter, Western Region  
पारसीवाडा, सहार रोड, / Opp. Parsiwada, Sahar Road,  
विले पार्ले (पूर्व), मुंबई / Vile Parle (E), Mumbai  
ईमेल / Email ID: [gmatnwr@aaiaero](mailto:gmatnwr@aaiaero)  
संपर्क / Contact No, 022-29277 562

भवदीय / Your's faithfully,

*[Handwritten Signature]*

संजीता पौनिकार / SANGEETA P. PAUNIKAR  
महाप्रबंधक (ए.टी.एम.), पश्चिमी क्षेत्र  
General Manager (A.T.M.), Western Region  
भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India  
मुंबई / Mumbai - 400 099.



1. The Executive Director(ATM),AAI, Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110 003.
2. The Executive Vice President (Ops), Mumbai International Airport Pvt Ltd, CSI Airport, 1<sup>st</sup> floor, Terminal 1B, Santacruz (E), Mumbai 99.
3. The Deputy Chief Engineer, Building Proposal (City-I), New Municipal Bldg., C.S. No.355 B, Bhagwan Walmiki Chowk, Vidyalankar Marg, Opp. Hanuman Mandir, Salt Pan Road, Antop Hill, Wadala (E), Mumbai 400 037.
4. The Jt. GM (Vigilance),WR

Prepared by  
तैयारकर्ता

*[Handwritten Signature]*  
12/10/2022

सदानंद भि. सावंत / Sadanand B. Sawant  
वरिष्ठ अधीक्षक, (एचआर) एस. जी. - /Sr.Suptd.(HR)



Verified by  
द्वारा सत्यापित

*[Handwritten Signature]*  
12/10/2022

संगीता पौनिकार / Sangeeta Paunikar  
समग्र (एटीएम- DoAS) पक्ष/AGM (ATM-DoAS)WR,  
हवाईअड्डा सुरक्षा विभाग / Dept. of Aerodrome Safeguarding

नोट: एनओसी पत्र में कोई भी विसंगति होने पर, आवेदक इस पत्र के जारी होने के बाद 30 दिनों के भीतर इस कार्यालय को सूचित कर सकता है।

Note: In case of any discrepancy in NOC letter, applicant may inform this office within 30 days after issuance of this letter.

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२०२४		



	5	6	5	6	5	5	4	5	4
	1-3BHK L	2-3BHK L	3-2BHK L	4-2BHK M	5-3BHK M	6-2BHK S	7-2BHK S	8-2BHK S	9-3BHK S
Area	1369	1371	878	836	1123	735	735	751	1046
1 Podium 1									
2 Podium 2									
3 Podium 3									
4 Podium 4	1	1	1	1	1				
5 Podium 5									
6 Amently									
7 Floor 1									
8 Floor 2									
9 Floor 3									
10 Floor 4									
11 Floor 5	1	1	1	1	1	1	1	1	1
12 Floor 6								1	
13 Floor 7									
14 Floor 8									
15 Floor 9									
16 Floor 10									
17 Floor 11					1				
18 Floor 12	1	1	1	1	1	1	1	1	1
19 Floor 13		1				1			
20 Floor 14									
21 Floor 15									
22 Floor 16									
23 Floor 17									
24 Floor 18									
25 Floor 19	1	1	1	1	1	1	1	1	1
26 Floor 20									
27 Floor 21									
28 Floor 22									
29 Floor 23									
30 Floor 24									
31 Floor 25						1	1	1	1
32 Floor 26	1	1	1	1	1				
33 Floor 27									
34 Floor 28									
PCHFL	6,845	8,226	4,390	5,016	5,615	3,675	2,940	3,755	4,184
REQ.	7,308	7,308	4,060	3,654	5,278	2,842	2,842	2,842	4,464
#Buckets	5	5	5	4	5	4	4	4	4

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45 Tot. Picks

TOTAL 44,646

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५६५८	८	९९०
२०२४		



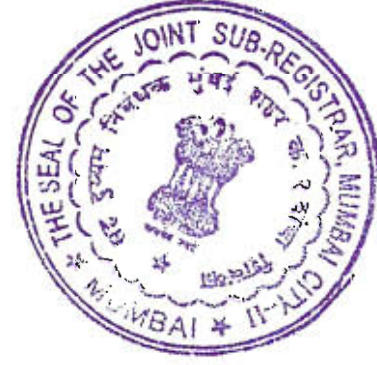


Annexure E

(Rs. In Cr)

		Capped Cost 1																					
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	
164	15.8	4.6	16.3	7.2	16.3	10.0	25.3	14.2	9.2	10.5	18.7	13.7	2.0	-	-	-	-	-	-	-	-	-	-
<b>Total</b>																							

Please Note Capped cost timeline is tentative in nature and it may change as per drawings



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 ५६५८  
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"F"

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Annexure F

(Rs. In Cr)

		Capped Cost 2																					
		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22
100	-	-	-	8.5	-	-	-	16.9	-	-	-	33.8	-	-	41.3	-	-	-	-	-	-	-	-

Please Note Capped cost timeline is tentative in nature and it may change as per drawings



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५६५८	०६	११६
२०२४		



Annexure H

Rehab Phasing												
Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13
Rehab												
Rehab phasing is tentative in nature it may change as per drawing												

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२०२४		



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**VSJ INVESTMENTS PRIVATE LIMITED**

G-12, Ground Floor, Raheja Centre,  
214 Free Press Journal Marg,  
Nariman Point, Mumbai 400 021.

J. Accordingly, at the request of SNCRPL, in light of the foregoing facts and circumstances, in order to give effect to the JDA, we hereby accord our approval/ consent/ no objection in respect of the following:

(ii) proposed structure of bifurcation of entire equity shareholding of SNCRPL into Class A and Class B in the manner detailed hereinabove;

K. At the request of SNCRPL and L&T, as joint developers and with a view to avoid any adverse impact or hindrance in the completion of the Project as per the terms and conditions of the JDA, till the completion of the Project and subsistence of the JDA, we hereby undertake that we shall not:

(iii) issue/ initiate any legal notice/ action, proceedings, suits, disputes in respect of debt of SNCRPL secured by Class B Land, in relation to liquidation/ dissolution/ bankruptcy/ insolvency under IBC ("Insolvency Event")

Provided however VSJ Investments Pvt Ltd ("VSJ") shall be entitled to take enforcement action under the terms of its financing documents as long as such Enforcement Action are not in the nature of an Insolvency Event

(iv) However, if both parties i.e. L&T and VSJ, mutually decide to take SNCRPL to NCLT, they can do so.

L. This Letter of Comfort is conditional and subject to the following:

L&T giving a similar undertaking that it shall not initiate any Insolvency Action on SCNRPL till the completion of the Project or during currency of the JDA and;

M. This Letter of Comfort/ NOC shall remain irrevocable, valid and in force till the completion of the Project or repayment of our dues, whichever is earlier.

N. Nothing contained herein, shall be construed to be [interpreted in any manner otherwise, not specified herein.

Yours faithfully,

For VSJ Investments Pvt Ltd

Authorized Signatory



Tel: +91-22-67155219, Tel/Fax: +91-22-67155216, E-Mail: accounts@apposite.co.in  
CIN No.: U65910MH1993PTC297964

जवई - २		
५६५८	९९	११०
२०२४		

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100

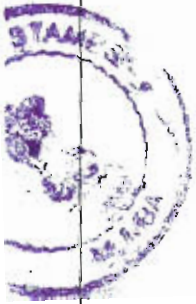
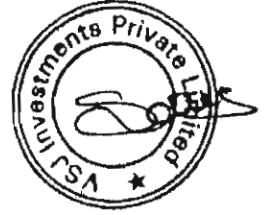
**VSJ INVESTMENTS PRIVATE LIMITED**

G-12, Ground Floor, Raheja Centre,  
214 Free Press Journal Marg,  
Nariman Point, Mumbai 400 021.

**SCHEDULE-I**

**DETAILS OF DEPOSIT**

Sr. No.	Particulars
1.	Deposit Agreement of Rs. 50 crores dated January 8, 2021 with PRPL enterprises Private Limited. (Assignment of deposit from PRPL enterprises Private Limited. to VSJ Investment Private Limited. through deed of assignment dated 25 <sup>th</sup> April 2022)



Tel: +91-22-67155219, Tel/Fax: +91-22-67155216, E-Mail: accounts@apposite.co.in  
CIN No.: U65910MH1993PTC297964

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२०२४		

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**VSJ INVESTMENTS PRIVATE LIMITED**

G-12, Ground Floor, Raheja Centre,  
214 Free Press Journal Marg,  
Nariman Point, Mumbai 400 021.

**SCHEDULE-II**

**DETAILS OF PLEDGED SHARES**

Sr. No.	Particulars	Pledgor-I	Pledgor-II
1.	Name of the Pledgor	Neela's Realtors LLP	Nirmala Jain as nominee of Neela's Realtors LLP
2.	Name of the underlying company whose shares are pledged	SNCRPL	SNCRPL
3.	Number of shares	1,76,49,999	1
4.	DP ID	IN303028	IN303028
5.	DP Name	ICICI Bank Demat Services	ICICI Bank Demat Services
6.	Client ID	76887217	12259962



Tel: +91-22-67155214, Tel/Fax: +91-22-67155216, E-Mail: accounts@apposite.co.in  
CIN No.: U65910MH1993PTC297964

बवई - २		
५६५८	८३	७१७
२०२४		



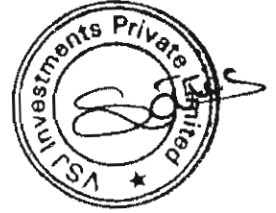
**VSJ INVESTMENTS PRIVATE LIMITED**

G-12, Ground Floor, Raheja Centre,  
214 Free Press Journal Marg,  
Nariman Point, Mumbai 400 021.

**SCHEDULE-III**

**DETAILS OF PROPOSED BIFURCATION STRUCTURE  
(CLASS A AND CLASS B SHARES)**

Sr. No.	Particulars	CLASS A	CLASS B
1.	Name of Shareholder	Neela's Realtors LLP  Nirmala Jain as nominee of Neela's Realtors LLP	Neela's Realtors LLP



Tel: +91-22-67155219, Tel/Fax: +91-22-67155216, E-Mail: accounts@apposite.co.in  
CIN No.: U65910MH1993PTC297964

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आयकर विभाग      भारत सरकार  
 INCOME TAX DEPARTMENT      GOVT. OF INDIA

SHREE NIDHI CONCEPT REALTORS  
 PRIVATE LIMITED

13/09/2006  
 Permanent Account Number  
 AAKCS2026H

26102012



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२०२४		

**आयकर विभाग**  
INCOME TAX DEPARTMENT



**भारत सरकार**  
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड  
**e - Permanent Account Number (e-PAN) Card**  
AAFCL4977R

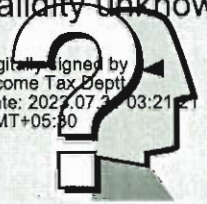
नाम / Name LH RESIDENTIAL HOUSING LIMITED

निगमन/गठन की तारीख  
Date of Incorporation / Formation 31/07/2023



Validity unknown

Digitally signed by  
Income Tax Deptt.  
Date: 2023.07.31 03:21:11  
GMT+05:30



Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer.  
स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के भिन्नता और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।

Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)

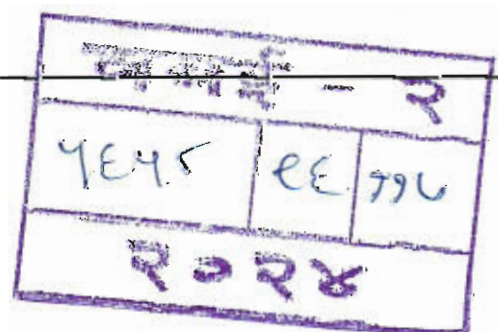
Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000.  
एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।

The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card".  
संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

<p><b>आयकर विभाग</b> INCOME TAX DEPARTMENT</p> <p><b>भारत सरकार</b> GOVT. OF INDIA</p> <p>स्थायी लेखा संख्या कार्ड Permanent Account Number Card AAFCL4977R</p> <p>नाम / Name LH RESIDENTIAL HOUSING LIMITED</p> <p>निगमन/गठन की तारीख Date of Incorporation/Formation 31/07/2023</p> 	<p>इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटायें: आयकर विभाग, प्रोटेक्शन फंडाब टेक्नोलॉजीज लिमिटेड (पूर्व में एनएसडीएल-गवर्नमेंट इंफ्रास्ट्रक्चर लिमिटेड) वीपी गैलरी, सफायर चेंबर, बानेर रोड, बानेर, मुंबई - 400075</p> <p>If this card is lost / someone's lost card is found, please inform / return to : Income Tax PAN Services Unit, Protection Funda Technologies Limited (Formerly NSDL e-Governance Infrastructure Limited) 9th Floor, Sapphire Chambers, Baner Road, Baner, Pune - 411015 Tel: 91-20-2721 8980, e-mail: dminfo@protec.tech.in</p>
---	--

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)



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 **Piramal**  
Trusteeship Services

Date: 28-November-2023

To,

**Shree Nidhi Concepts Realtors Private Limited**  
Omkar House, Off Eastern Express Highway  
Opp. Sion Chunabhatti Signal, Sion (East),  
Mumbai - 400022

**Re:** Debenture Trust Deed ("DTD") dated 28<sup>th</sup> December 2021 registered with the office of the Sub-Registrar of Assurances bearing Serial No. 6101/2022 and entered into between SNCRPL (therein referred to as Company) and PTSPL (therein referred to as Debenture Trustee)

1. We refer to the DTD in terms of which we have subscribed to 16,000 (Sixteen Thousand) redeemable, secured, non-convertible debentures of SNCRPL having a face value of Rs.1,00,000/- (Rupees One Lakh only) each aggregating up to Rs.160,00,00,000/- (Rupees One Hundred Sixty Crores Only) ("Debentures").
2. In order to secure the Debentures together with all amounts outstanding in relation thereto, in terms of the DTD, you have created in favour of PTSPL (acting as a debenture trustee for and on behalf of PCHFL):
  - 2.1. a first ranking charge over the entire right, title and interest of SNCRPL in all that piece and parcel of land admeasuring 20,465.72 square meters or thereabouts and bearing C.S. No. 1500 (Pt.), 2116 (Pt.), 2124 lying, being and situate at Mahim Division, Mumbai - 400 016 ("Main Scheme Land") together with all the unconsumed FSI/TDR arising out of and in relation to the Main Scheme Land and additional/incremental FSI/TDR generated thereon from time to time including but not limited to the development rights of SNCRPL in terms of the Letter of Intent dated 5<sup>th</sup> February, 2016 bearing no. SRA/ENG/2025/GN/STGL/LOI issued by the Slum Rehabilitation Authority ("SRA") issued by the SRA read with Revised Letter of Intent dated 8<sup>th</sup> March, 2017 and further Revised Letter of Intent under DCPR 2034 dated 18<sup>th</sup> December 2020 for development of the Main Scheme Land ("Main Scheme");
  - 2.2. a first ranking charge over the entire right, title and interest of SNCRPL in all that piece and parcel of land admeasuring 4,471.79 square meters



Piramal Trusteeship Services Private Limited  
CIN : U67200MH2017PTC294979

Registered Office: 4th Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 Maharashtra, India  
T +91 22 3076 7700 F + 91 22 2490 2363



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or thereabouts and bearing C.S. Nos.1462(part), 1463(part) and 1500(part) lying, being and situate at Mahim Division, Mumbai – 400 016 (“D&M Scheme Land”) together with all the unconsumed FSI/TDR arising out of and in relation to the D&M Scheme Land and additional/incremental FSI/TDR generated thereon from time to time including but not limited to the development rights of SNCRPL in terms of the Letter of Intent dated 9<sup>th</sup> August, 2019 bearing no. SRA/ENG/985/GN/STGL/LOI issued by the SRA (“D&M Scheme”).

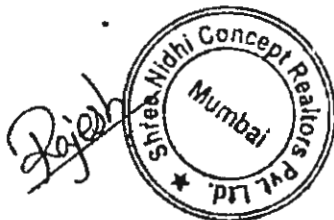
2.3. a first ranking charge over the entire right, title and interest of SNCRPL in all that piece and parcel of land admeasuring 5,762 square metres or thereabouts and bearing Final Plot Nos.772 to 778 and 781 to 790- TPS-111 and C.S. No. 1500(part) situated at Mahim Division, Mumbai – 400 016 (“Bhoomi Land”) together with all the unconsumed FSI/TDR arising out of and in relation to the **Bhoomi Land** and additional/incremental FSI/TDR generated thereon from time to time; and

2.4. a first ranking charge over the entire right, title and interest of SNCRPL in all that piece and parcel of land admeasuring **4061.78**square metres or thereabouts and bearing C.S. No. 1463(part) situated at Mahim Division, Mumbai – 400 016 (“Accanoor Land”) together with all the unconsumed FSI/TDR arising out of and in relation to the Accanoor Land and additional/incremental FSI/TDR generated thereon from time to time.

3. You have informed us that the Letter of Intent dated 5<sup>th</sup> February, 2016 bearing no. SRA/ENG/2025/GN/STGL/LOI read with Revised Letter of Intent dated 8<sup>th</sup> March, 2017 issued by the SRA for development of the Main Scheme Land were issued under the provisions of the Development Control Regulations, 1991 and a Further Revised Letter of Intent dated 18<sup>th</sup> December, 2020 has been issued by the SRA for development of the Main Scheme Land under the provisions of the Development Control and Promotions Regulations, 2024.

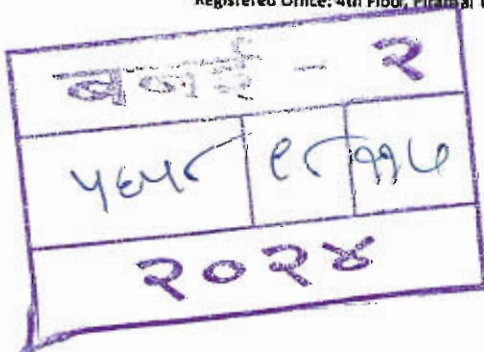
4. You have shown the Main Scheme Land, D&M Scheme Land, Bhoomi Land and Accanoor Land delineated by a red colour, blue colour, green colour and yellow colour boundary line respectively on the plan annexed hereto and marked as Annexure – ‘A’.

5. You have further informed us that the development of the aforesaid lands is proposed to be undertaken in two phases. First phase will be development of (i) land admeasuring 20,465.72 square metres or thereabouts forming part of the Main Scheme Land / Main Scheme, which is shown delineated by a thick black colour boundary line on the plan annexed hereto and marked as Annexure – ‘A’ (“Main Scheme Land”) and (ii) Bhoomi Land. Second phase



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CIN : U67200MH2017PTC294979

Registered Office: 4th Floor, Piramal Tower Annex, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 015 Maharashtra, India  
T +91 22 3076 7700 F +91 22 2490 2393



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will be development of D&M Scheme Land / D&M Scheme and Accanor Land.

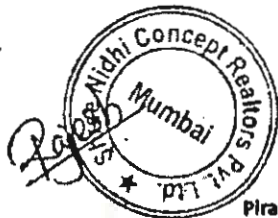
6. You have approached and represented to us that, (i) you are now desirous of entering into Joint Development Agreement with LH Residential Housing Private Limited or any other L&T Group Company ("L&T") to undertake development of the Main Scheme Land ("Main Scheme Project") as assignee of development rights in respect of saleable area of the Main Scheme Land thereof; and (ii) you are also desirous of undertaking development of the Bhoomi Land ("Bhoomi Project") and after the receipt of the letter of intent from the SRA for the same you will be entering into a joint development agreement with L&T;

on the understanding that *Inter alia*:

- 6.1. SNCRPL will be entitled an identified area admeasuring in the aggregate 95,606 square feet of Carpet Area (RERA Carpet Area plus balcony) out of the Main Scheme Project and Bhoomi Project collectively along with applicable car parking ("SNCRPL Identified Area").
- 6.2. SNCRPL Identified Area admeasuring in the aggregate 95,606 square feet of Carpet Area (RERA Carpet Area plus balcony) along with applicable car parking shall be exclusive charged towards repayment to us under the DTD ("Repayment Identified Area").
- 6.3. Out of the Repayment Identified Area:
- (i) an identified area admeasuring in the aggregate 80,606 square feet of Carpet Area (RERA Carpet Area plus balcony) along with applicable car parking will form a part of the Main Scheme Project ("Repayment Identified Area -Main Scheme Project"); and
  - (ii) an identified area admeasuring in the aggregate 15,000 square feet of Carpet Area (RERA Carpet Area plus balcony) along with applicable car parking will form part of the Bhoomi Project ("Repayment Identified Area -Bhoomi Project").

(The Repayment Identified Area -Main Scheme Project and Repayment Identified Area - Bhoomi Project unless referred to individually are hereinafter collectively referred to as "Repayment Identified Area")

- 6.4. SNCRPL alone will be entitled to all proceeds arising from the Repayment Identified Area and such proceeds will be deposited in a separate set of escrow accounts. All the proceeds arising from the



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Repayment Identified Area will at all times be exclusively used for repayments to us under the DTD.

6.5. SNCRPL shall open RERA Escrow Account for depositing the sale proceeds of Repayment Identified Area –Main Scheme Project (i.e. 30% SNCRPL RERA account and 70% SNCRPL RERA account). The amounts received in the 30% SNCRPL RERA account (after net of GST as applicable, other pass through charges, brokerage (at actuals) and marketing costs at 3.5% of agreement value plus applicable GST (brokerage and marketing costs capped at 5.5% of agreement value plus applicable GST) (hereinafter referred to as "Deductions"), will be immediately released to PCHFL and the balance amount received in the 70% SNCRPL RERA account will also be released to PCHFL basis RERA Certificates immediately, both contributing towards repayment to us under the DTD

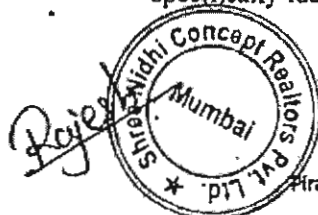
7. You have now requested us for our no-objection to the joint development agreement with L&T as above on the basis of the aforesaid understanding and for release of our charge over the Main Scheme Land (save and except the Repayment Identified Area –Main Scheme Project).

8. We hereby grant our no-objection for:

- 8.1. your entering into Joint Development Agreement with L&T as a co-developer in respect of the Main Scheme Project;
- 8.2. release of the charge of PTSPL over the Main Scheme Land (save and except the Repayment Identified Area – Main Scheme Project)

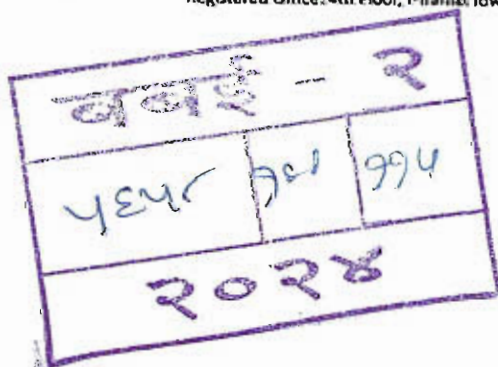
subject to the following terms and conditions being completed on or before Six months (with further reasonable extensions for 3 months) months from the date of this NOC:

- a) Execution and registration of a joint development agreement between SNCRPL and L&T recording the understanding with regards to no restrictions and no transfer or any other charges on the sale/transfer of the Repayment Identified Area –Main Scheme Project by SNCRPL and appropriation of the whole of the sale proceeds of such Repayment Identified Area –Main Scheme Project by SNCRPL towards repayment of our Debentures;
- b) SNCRPL and L&T to register the Main Scheme Project with MahaRERA as promoters;
- c) The Repayment Identified Area – Main Scheme Project to be specifically identified and demarcated on approved plans by SNCRPL



Internal

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T +91 22 3076 7700 F +91 22 2490 2563

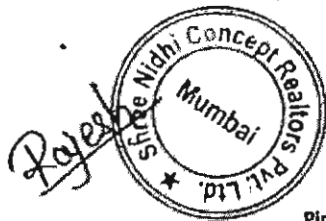


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and L&T as mutually agreed in the form of flats/premises/units on equitable distribution principle across the first 2 (two) towers/wings/buildings those will be launched by SNCRPL and L&T;

- d) SNCRPL to open separate accounts for the receipt of sale proceeds of the Repayment Identified Area – Main Scheme Project which shall be controlled by FTSP/US under an escrow arrangement and used for repayment of our Debentures after Deductions referred in clause 6.5 above;
  - e) SNCRPL to arrange L&T to execute the agreements for sale of the Repayment Identified Area – Main Scheme Project as promoter;
  - f) Execution of documentation as per the draft agreement for sale uploaded on RERA website with proposed purchasers of the Repayment Identified Area – Main Scheme Project. It is clarified that such appropriate documentation shall contain after obtaining of occupation certificate in respect of the Repayment Identified Area – Main Scheme Project no restrictions and no transfer or any other charges on the subsequent sale/transfer of the Repayment Identified Area – Main Scheme Project that will be made by the investors / first purchasers. Sale of Repayment Identified Area – Main Scheme Project shall be through L&T only (save and except Investor Area directly sold by SNCRPL) and transfer charges shall not be applicable on such sales and L&T to ensure such sales happen in an equitable basis, to be reconciled on quarterly basis.  
Investor Area being defined as units sold directly by SNCRPL and greater than 10,000 sft of Carpet Area for Main Scheme Project and 5,000 sft carpet area for Bhoomi Project.
9. We reiterate that our mortgage over the Repayment Identified Area (Rera carpet area and Balcony 80606 Sft of the Main Scheme Project (Land Area of 20465.72 M2) and our mortgage over the D&M Scheme Land/ D&M Scheme, Bhoomi Land / Bhoomi Project, Repayment Identified Area – Bhoomi Project and Accanoor Land will continue to subsist and we are only agreeing to release fully forever the charge over the balance areas of the Main Scheme Land mortgaged under the DTD subject to the aforesaid. (It is clarified that Charge Release Area = Main scheme area i.e 7.67,000 Sft of Carpet Area (on 20465.72 M2 Land Area) as approved less Repayment Identified Area 80606 Sft of Carpet Area )
10. We will register a deed of release as aforesaid, on fulfillment of the conditions set out above.



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T +91 22 3076 7700 F +91 22 2490 2363



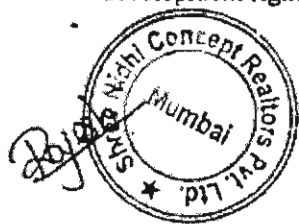
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11. Subject to clause 8 (f), please note that the documentation referred above shall contain no restrictions and no transfer or any other charges on the subsequent sale/transfer of the Repayment Identified Area – Main Scheme Project that will be made by the investors / first purchasers thereof. Further, (i) the Deposits to be paid by the purchasers of Repayment Identified Area – Main Scheme Project for transferring the same to the society/ultimate organization of unit holders to be formed at a later date, (ii) GST in respect of the Repayment Identified Area – Main Scheme Project and (iii) Stamp duty payable on the documentation shall all be borne and paid by the Investor and Purchasers..
12. Please further note that SNCRPL shall, upon receipt of the Occupation Certificate/s in respect of the Repayment Identified Area – Main Scheme Project, offer and deliver, the possession of the Repayment Identified Area – Main Scheme Project to the investors / first purchasers / subsequent purchasers thereof, as the case may be.
13. Please also note that SNCRPL shall not be entitled to assign, delegate or otherwise transfer all or any part of its rights or obligations under the Development Agreement without the consent of PCHFL.
14. Please take note that this NOC will expire and will no longer be valid if all the conditions are not fulfilled on or before Six months (with further reasonable extensions for 3 months ) from the date of this NOC.
15. Please take note that this NOC is issued on the basis of the representation made to us that, (i) immediately after the receipt of the letter of intent from the SRA for the Bhoomi Land, you will be executing and duly registering the Joint development agreement in respect of Bhoomi Land; and (ii) the Repayment Identified Area –Bhoomi Project will be specifically identified and demarcated on approved plans by SNCRPL with our prior written consent in the form of flats/premises/units on equitable distribution principle across the first tower/wing/building that will be launched by SNCRPL after obtaining the letter of intent and relevant approvals, and such demarcation agreement being registered with the office of the Sub-Registrar of Assurances. This NOC is subject to the fulfilment of these conditions and the terms and conditions of this NOC shall also mutatis mutandis apply to Bhoomi Land/Bhoomi Project.
16. Please take note that nothing contained in this NOC shall be construed to mean that L&T will have any rights over the D&M Scheme Land/ D&M Scheme and Accanoor Land. It is clarified that neither SNCRPL nor us will require any consent from L&T for undertaking any action or entering into any kind of transaction in respect of the D&M Scheme Land/ D&M Scheme and Accanoor Land or any part thereof either inter-se or with third parties.
17. It is clarified that L&T shall be entitled to create mortgage on L&T development rights after release of charge by PCHFL as per this NOC.

COLLECTOR O.



Piramal Trusteeship Services Private Limited

CIN : U67200MH2017PTC294979

Registered Office: 4th Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 Maharashtra, India  
T +91 22 3076 7700 F +91 22 2490 2363

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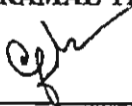
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18. Kindly confirm and acknowledge your acceptance of the above by signing at the foot of this letter.

Thanking you,

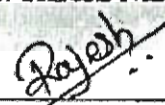
For **PIRAMAL TRUSTEESHIP SERVICES PRIVATE LIMITED**


  
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 Authorised Signatory



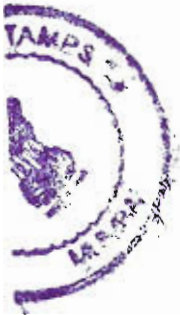
We confirm

For **SHREE NIDHI CONCEPT REALTORS PRIVATE LIMITED**

  
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 Authorised Signatory



Cc:  
**LH Residential Housing Pvt. Limited**  
 L&T House, N.M. Joshi Marg, Ballard Estate,  
 Mumbai – 400 001, Maharashtra, India.



Internal

**Piramal Trusteeship Services Private Limited**  
 CIN : U67200MH2017PTC294979  
 Registered Office: 4th Floor, Piramal Tower Annexe, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 Maharashtra, India  
 T +91 22 3076 7700 F +91 22 2490 2363

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## SHREE NIDHI CONCEPT REALTORS PRIVATE LIMITED

Regd. Office: Omkar House, Off Eastern Express Highway,  
Opp. Sion Chunnabhatti Signal, Sion(East), Mumbai-400022  
Tel No. 022-66254100 Fax No. 022 24034066  
E-mail – [contact@omkar.com](mailto:contact@omkar.com) CIN - U45201MH2006PTC164S33

28<sup>th</sup> November, 2023

To,

### LH RESIDENTIAL HOUSING PRIVATE LIMITED

L&T House, N.M. Marg,  
Ballard Estate,  
Mumbai 400 001

### Disclosure Letter

**Sub.:-** Joint Development Agreement with L&T and Joint Undertaking.

With reference to the above we hereby disclose that the Company has created mortgage in favour of Piramal ("Lender") on the properties mentioned in the Schedule hereunder against the Credit Facilities aggregating to Rs.460/- Crores (Rupees Four Hundred Sixty Crores Only).

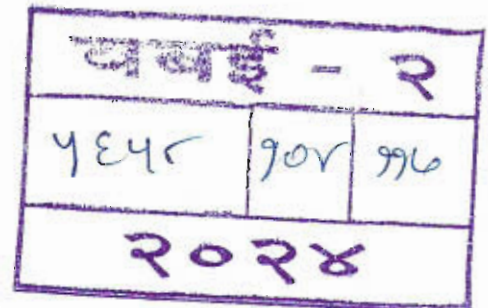
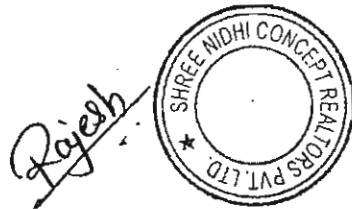
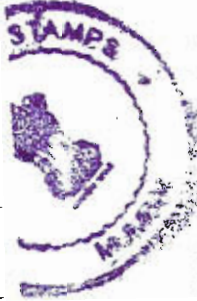
The Lender has issued an NOC dated 28<sup>th</sup> November, 2023 for entering JDA with L&T and releasing charge on the Mahim Main Scheme admeasuring 20,465.72 sq. mtrs. and the Scheme on Bhoomi Land Land ("the said Schemes") against Credit Facilities of Rs.160/- Crores (Rupees One Hundred Sixty Crores Only) on the terms and conditions set out in the said NOC.

Apart from the release of charge on the said Schemes, the shares of the Company have to be bifurcated in two classes i.e. Ordinary Equity Shares described as Class A shares which will control the Main Scheme and Bhoomi Land and Class-B Shares which will control the rest of the Schemes viz. Daryasagar, Magdoomiya and Accanoor Land in the Company.

As per the said NOC the charge on the Ordinary Equity Shares (Class A) controlling the said Schemes shall also be released as per the terms and conditions mentioned therein. However, the Class-B Shares controlling the rest of the Schemes Daryasagar, Magdoomiya and Accanoor Land shall continue to remain mortgaged/charged with the Lender.

Save and except above there are no other charge is created by the Company in respect of its assets/properties and shares of the Company.

As regards litigations we state that there are no proceedings pending before any Court, Forum or Authority affecting title of the property save and except the litigations relating to eligibility and inter-se disputes between the slum dwellers which are given herein below:



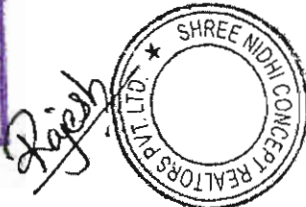
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Regd. Office: Omkar House, Off Eastern Express Highway,  
Opp. Sion Chunnabhatti Signal, Sion(East), Mumbai-400022  
Tel No. 022-66254100 Fax No. 022 24034066  
E-mail - [contact@omkar.com](mailto:contact@omkar.com) CIN - U45201MH2006PTC164533

Sr. No.	Court	Matters / Issues / Parties	Remark
1	City Civil Court	In the Bombay City Civil Court at Bombay S.C. Suit No. 103208 of 2019 Mohd. Akbar Abdul Qayyum Idrisi V/s. Smt. Famida wd/o. Feroz Abdul Qayyum Idrisi & M/s. Shree Nidhi Concept Pvt Ltd	Eligibility issue
2	City Civil Court	In the Bombay City Civil Court at Bombay Notice of Motion No.4610 of 2023 In S.C. Suit No. 2879 of 2023 Sadiqa ali Abbas V/s. Sushma Santosh Hasavale, Sra & Additional Collector	<b>We are not party.</b> Eligibility issue
3	City Civil Court	In the Bombay City Civil Court at Bombay S.C. Suit (st.) No. 1761 of 2020 NOTICE OF MOTION/0100928/2020 In Mrs. Nazama Abdul Haque Khan & Anr. V/s. Mrs. Nafees Jahan & ors.s	Eligibility issue
4	High Court	In the High Court Judicature At Bombay Civil Appellate Jurisdiction Writ Petition No.10659 of 2022 Qureshi Shabana Abdul Rashid V/s. The Chairman GRC, Addl. Collector Old Custom House, Dy. Collector-I (C.A), Nidhi Concepts Realtors Pvt. Ltd. & new Janta SRA CHS	Eligibility issue

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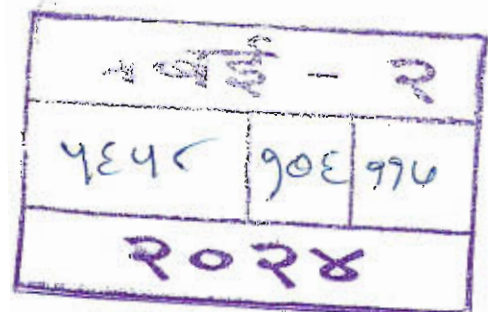
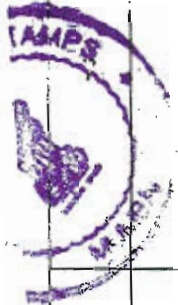


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E-mail - [contact@omkar.com](mailto:contact@omkar.com) CIN - U45201MH2006PTC164533

5	High Court	In the High Court Judicature At Bombay Civil Appellate Jurisdiction Writ Petition No.4094 of 2022 Roshan Vajiruddin Savaikhe V/s. The Addl. Collector (E/R)-City, Dy. Collector (E/R)-Colaba, New Janta SRA CHS Ltd, Nidhi concept Realtors pvt. Ltd., GRC, State of Mah.	Eligibility issue
6	High Court	In The High Court of Judicature At Bombay CAJ WP no. 12609 of 2017 Mohammed Farukh Ahmed Razak Kazi V/s. Divisional Joint Registrar, CS & Ors.	Challenging the removal from chairmanship
	High Court	In The High Court of Judicature At Bombay Interim Application No. 1 of 2020 In Appeal From Order (st.) 353 of 2020 In SC Suit no.3207 of 2019 Fatima W/o. Alexian D'souza V/s. Dy. Collector (Enc. & Eviction), New Janta SRA CHS, Shree Nidhi Concept Realtors Pvt. Ltd.	Eligibility issue
3	Addl. Coll. Appellate Authority	Before The Additional Collector Appellate Authority, At Fort, Mumbai Appeal No.221 of 2023 Motiur Rehman Abdul Sattar Shaikh-Shehnaz Mohm Manzur Shaikh V/s. Dy. Collector (CA), Hind Ekta SRA & Nidhi Concept Realtors Pvt. Ltd.	Eligibility issue
9	GRC, Appellate Authority	Before The GRC Appellate Authority, At Fort, Mumbai Appeal No.79 of 2023 Motiur Rehman Abdul Sattar Shaikh-Shehnaz Mohm Manzur Shaikh V/s. The Hon'ble Additional collector (Appellate Authority) & ors.	Eligibility issue



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### Schedule of the said Properties Mortgaged with Lender

All that piece and parcel of land admeasuring approximately 20,465.72 sq. mtrs. or thereabouts and bearing C.s. no.1500(pt), 2116(pt.) and 2124(pt.) of Mahim Division Mumbai-400016 ("Main Scheme") and all that piece and parcel of land admeasuring 4061.78 sq. mtrs. having Survey no.1463(pt.) situated at Mahim Division, Mumbai-400016 ("Daryasarang Land") and all that piece and parcel of land admeasuring 4471.79 sq. mtrs. having survey nos. 1462(pt.), 1463(pt.) and 1500(pt.) situated at Mahim Division, Mumbai-400016

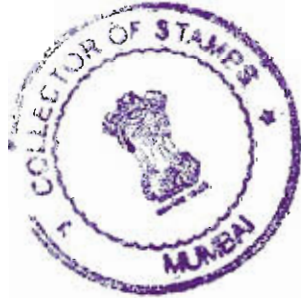
("Magdoomiya Land") and all that piece and parcel of land admeasuring 4931.54 sq. mtrs. having survey nos. Final Plot No. 772 to 778 and 780 to 790 – TPS-III and CS No. 1500(pt.) situated at Mahim Division, Mumbai-400016 ("Accanoor Land").

Yours faithfully,

Shre Nidhi Concept Realtors Pvt. Ltd.

*Rajesh*

Authorised Signatory



बका - २		
५६५	१०६	११६
२०२४		



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAFCL4977R

नाम / Name  
LH RESIDENTIAL HOUSING LIMITED

नियमन / मंजन की तारीख  
Date of Incorporation/Formation  
31/07/2023



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

ADKPR3788B

नाम / Name  
UMA CHARAN RATH

पिता का नाम / Father's Name  
KISHORE CHANDRA RATH

जन्म की तारीख  
Date of Birth  
27/12/1963

05042019

PAN Application Digitally Signed, Card Not Valid unless Physically Signed.




*Uma Charan Rath*

भारत सरकार  
Government of India

उमा चरण रथ  
Uma Charan Rath

जन्म तारीख / DOB : 27/12/1963

पुरुष / Male




3008 5572 0609

आधार - सामान्य माणसाचा अधिकार

भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

पत्ता बी - 202, ए/बी, ईडन - 3,  
हिरानंदानी गार्डन, हिरानंदानी, पवई,  
मुंबई, पोवई आय.आय.टी, महाराष्ट्र,  
400076

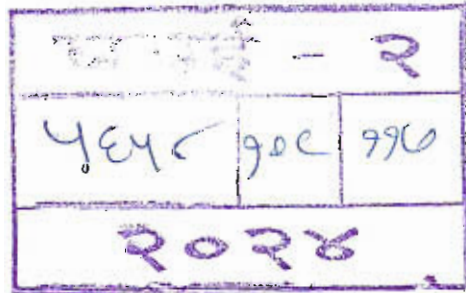
Address: B - 202, A/B, Eden - III,  
Hiranandani Garden, Hiranandani, Powai,  
Mumbai, Powai IT, Maharashtra, 400076

3008 5572 0609

1947  
1800 300 1847

help@uidai.gov.in

www.uidai.gov.in





# SHREE NIDHI CONCEPT REALTORS PRIVATE LIMITED

Regd. Office: B-B-6-A, Floor-Grd Plot-1A, B, Basant Court, Swami Vallabhdas Marg, Sadhana  
Vidyalaya, Sion Mumbai – 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail – [Nirmalakjain55@gmail.com](mailto:Nirmalakjain55@gmail.com)

CIN - U45201MH2006PTC164533

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF SHREE NIDHI CONCEPTS REALTORS PRIVATE LIMITED ("COMPANY") IN THEIR MEETING HELD ON TUESDAY, 30<sup>TH</sup> JANUARY, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT B-B-6-A, FLOOR-GRD PLOT-1A, B, BASANT COURT, SWAMI VALLABHDAS MARG, SADHANA VIDYALAYA, SION MUMBAI – 400022 COMMENCED AT 12:30 P.M. CONCLUDED AT 12:45 P.M.**

**ITEM NO. 5 AUTHORITY SIGN, EXECUTE AND DELIVER JOINT DEVELOPMENT AGREEMENT ("AGREEMENT") EXECUTED WITH LH RESIDENTIAL HOUSING PRIVATE LIMITED:**

The Chairman informed the Board that it was proposed to authorised Mrs. Nirmala Jain and/or Mrs. Neetu Bagrecha, Directors of the Company and/or Mr. Kiran Bhagawat and/or Mr. Pritesh Dawda and/or Mr. Nitin Chavan, Authorised Signatory of the Company to sign, execute and deliver Joint Development Agreement executed with LH Residential Housing Private Limited. The Chairman then placed before the Meeting, the Draft of the agreement.

The Board considered the same and passed the following resolution:

**RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby accorded to authorize Mrs. Nirmala Jain and/or Mrs. Neetu Bagrecha, Directors of the Company and/or Mr. Kiran Bhagawat and/or Mr. Pritesh Dawda and/or Mr. Nitin Chavan, Authorised Signatory of the Company to sign, execute and deliver Joint Development Agreement executed with LH Residential Housing Private Limited. The draft Agreement as placed before the Meeting, duly initialed by the Chairman for the purpose of identification, be and is hereby approved.

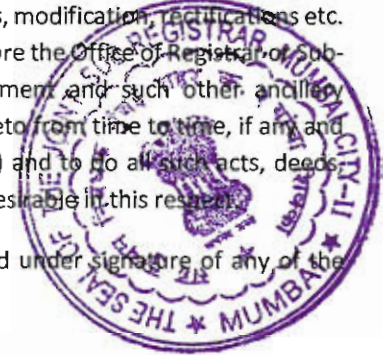
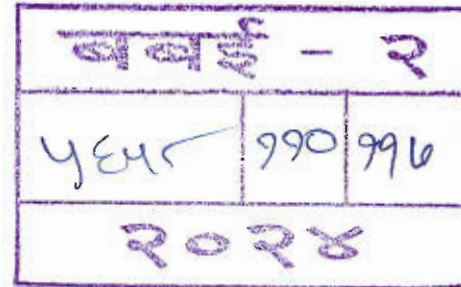
**RESOLVED FURTHER THAT** Mrs. Nirmala Jain and/or Mrs. Neetu Bagrecha, Directors of the Company and/or Mr. Kiran Bhagawat and/or Mr. Pritesh Dawda and/or Mr. Nitin Chavan, Authorised Signatory of the Company be and is hereby authorized for and on behalf of the Company to sign, execute and deliver the Agreement and such other ancillary documents including amendments, modification, rectifications etc. thereto from time to time, if any and if required, to appear, represent before the Office of Registrar of Sub-Registrar of Assurances for the purpose of registration of the Agreement and such other ancillary documents including amendments, modifications, rectifications etc. thereto from time to time, if any and to delegate any of the aforesaid powers to their Constituted Attorney(s) and to do all such acts, deeds, matters and things which may deem necessary, incidental, pertinent or desirable in this respect.

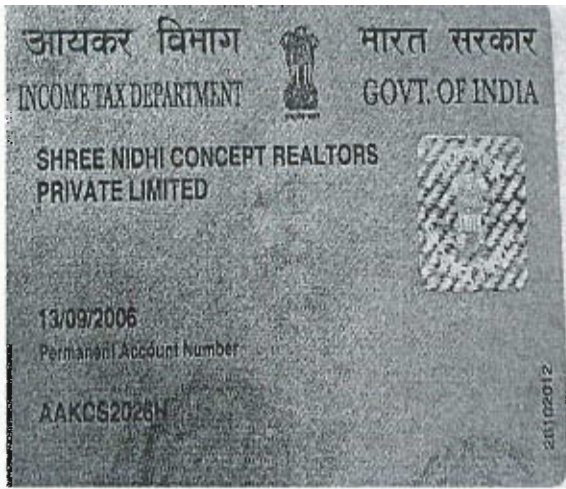
**RESOLVED FURTHER THAT** a certified true copy of this resolution issued under signature of any of the Directors of the Company be submitted to whomsoever it may concern."






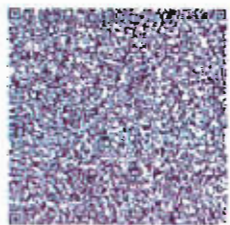
**//CERTIFIED TRUE COPY//**

**FOR SHREE NIDHI CONCEPT REALTORS PRIVATE LIMITED**

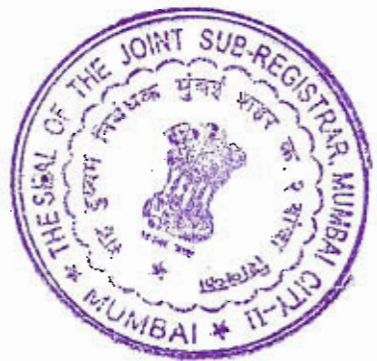
  
NIRMALA K JAIN  
DIRECTOR  
DIN: 10305078





<p>भारत सरकार Government of India</p>   <p>Download Date: 09/07/2021</p>  <p>प्रीतेश रमेश दारदा Pritesh Ramesh Darda जन्म तारीख/DOB: 29/08/1984 पुरुष/ MALE</p> <p>3651 2602 1226 VID : 9197 9418 5449 3218</p> <p>माझे आधार, माझी ओळख</p>	<p>भारतीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India</p>   <p>पत्ता: S/O: रमेश दारदा, सी/12/1, एस.जी.बॉय नगर, भटावडी कोलॉनी, घाटकोपर वेस्ट पठाराटी, बॉय नगर, मुंबई, महाराष्ट्र - 400084</p> <p>Address: S/O: Ramesh Darda, C/12/1, S.G.Boye Nagar, Bhatwadi Colony, Ghatkoper West Bhatwadi, Boye Nagar, Mumbai, Maharashtra - 400084</p>  <p>3651 2602 1226 VID : 9197 9418 5449 3218</p> <p>1947   help@uidai.gov.in   www.uidai.gov.in</p>
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*Aadhaar*



पत्राई - २		
५६५५	१११	११७
२०२४		


**भारत सरकार**  
**Government of India**


**अमित सुरेश पवार**  
**Amit Suresh Pawar**  
**जन्म तारीख/ DOB: 16/05/1981**  
**पुरुष / MALE**



**9811 0004 0696**

माझे आधार, माझी ओळख


**भारतीय विशिष्ट ओळख प्राधिकरण**  
**Unique Identification Authority of India**

**पत्ता:**  
**अमित सुरेश पवार, 1304, हरिद्रा**  
**कूपेरतिथे सोसाइटी, प्लॉट 07, सेक्टर**  
**35जी, ह्यडे पार्क सोसाइटी मार्ग, खर्घर,**  
**खारघर, रायगड,**  
**महाराष्ट्र - 410210**

**Address:**  
**C/O,Amit Suresh Pawar, 1304,**  
**Haridra Cooperative Society,**  
**Plot 07, Sector 35g, Behind**  
**Hyde Park Society, Kharghar,**  
**Kharghar, Raigarh,**  
**Maharashtra - 410210**

**9811 0004 0696**

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  [help@uidai.gov.in](mailto:help@uidai.gov.in)
 [www.uidai.gov.in](http://www.uidai.gov.in)

*(Handwritten signature)*



**भारत सरकार**  
**Government of India**


**स्वप्नाली समीर वेंगुर्लेकर**  
**Swapnali Sameer Vengurlekar**  
**जन्म तारीख / DOB: 02/06/1993**  
**स्त्री / Female**

**Issue Date: 26/09/2012**

**2266 2664 1186**

माझे आधार, माझी ओळख


**भारतीय विशिष्ट ओळख प्राधिकरण**  
**Unique Identification Authority of India**

**पता मॉडेल: समीर आनंद वेंगुर्लेकर, 403, तुखराम पॅलेस,**  
**जुनी डोंबिवली गाव, नाईक वाडी जवळ, शास्त्री नगर, डोंबिवली -**  
**पॅस्ट, कल्याण, ठाणे, महाराष्ट्र, 421202**

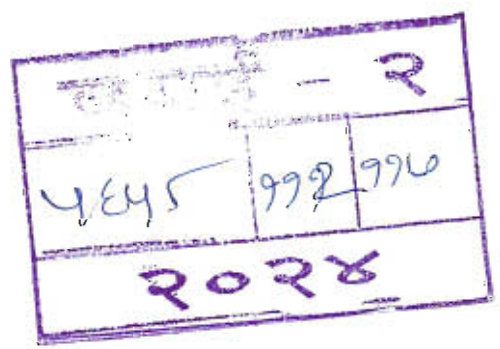
**Address: C/O: Sameer Anand Vengurlekar,**  
**403, Tukaram Palace, Juni Dombivali Gaon,**  
**Near Naik Wadi, Shastri Nagar, Dombivali -**  
**West, Kalyan, Thane, Maharashtra, 421202**

**Print Date: 29/10/2020**

**2266 2664 1186**

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  [help@uidai.gov.in](mailto:help@uidai.gov.in)
 [www.uidai.gov.in](http://www.uidai.gov.in)

*(Handwritten signature: S. Vengurlekar)*





CHALLAN  
MTR Form Number-6



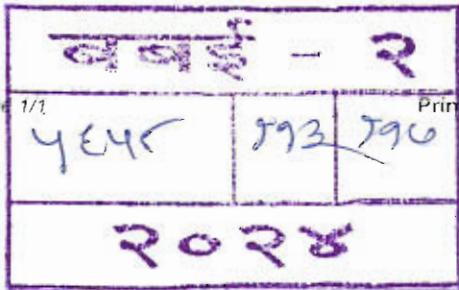
GRN	MH016810741202324P	BARCODE			Date	06/03/2024-11:38:51	Form ID
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Registration Fee Ordinary Collections IGR			TAX ID / TAN (If Any)			
				PAN No.(If Applicable)			
Office Name	BBE3_JT SUB REGISTRAR MUMBAI CITY 3			Full Name	LH RESIDENTIAL HOUSING PRIVATE LIMITED		
Location	MUMBAI			Flat/Block No.	L		
Year	2023-2024 One Time			Premises/Building			
Account Head Details		Amount In Rs.	Road/Street		BALLARD ESTATE		
0030063301	Amount of Tax	30000.00	Area/Locality		MUMBAI		
			Town/City/District				
			PIN		4 0 0 0 0 1		
			Remarks (If Any)				
			SecondPartyName=SHREE NIDHI CONCEPT REALTORS PVT LTD-				
			Amount In	Thirty Thousand Rupees Only			
Total		30,000.00	Words				
Payment Details			STATE BANK OF INDIA				
			FOR USE IN RECEIVING BANK				
Cheque-DD Details			Bank CIN	Ref No	10000502024030601771	3440852721933	
Cheque/DD No.			Bank Date	RBI Date	06/03/2024-11:39:34	Not Verified with RBI	
Name of Bank			Bank-Branch		STATE BANK OF INDIA		
Name of Branch			Scroll No. . Date		Not Verified with Scroll		

Department ID :   
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.   
 Mobile No. : 8369648470   
 चालन प्रमाण केवल दस्तावेज निलंबन के लिए ही वैध है। अनिलंबित दस्तावेजों के लिए प्रमाणित नहीं है।



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-319-5658	0008932114202324	07/03/2024-13:25:48	IGR183	30000.00
Total Defacement Amount					30,000.00





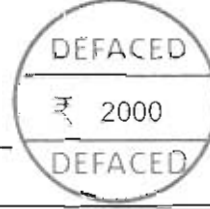
**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0324075402772

Receipt Date 07/03/2024

Received from LH Residential Housing Limited, Mobile number 9594350664, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5658 dated 07/03/2024 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District.



### Payment Details

Bank Name sbiepay

Payment Date 07/03/2024

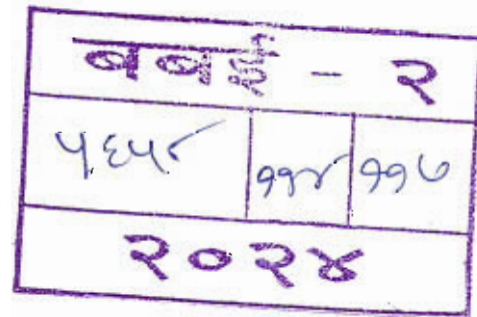
Bank CIN 10004152024030702644

REF No. 202406743781090

Deface No 0324075402772D

Deface Date 07/03/2024

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



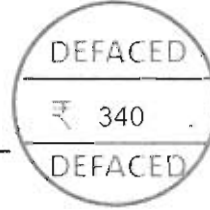


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN	0324077002955	Receipt Date	07/03/2024
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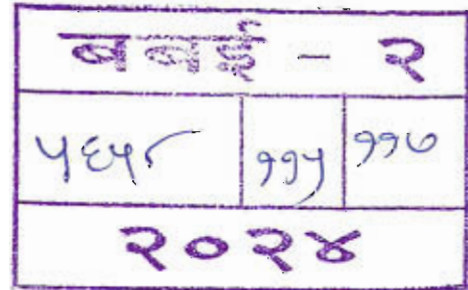
Received from LH residential housing pvt ltd, Mobile number 9594350664, an amount of Rs.340/-, towards Document Handling Charges for the Document to be registered on Document No. 5658 dated 07/03/2024 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District.



### Payment Details

Bank Name	sbiepay	Payment Date	07/03/2024
Bank CIN	10004152024030702820	REF No.	202406756118938
Deface No	0324077002955D	Deface Date	07/03/2024

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



319/5658

गुरुवार, 07 मार्च 2024 1:26 म.नं.

दस्त गोषवारा भाग-1

ब्रवड2

दस्त क्रमांक: 5658/2024

1998

दस्त क्रमांक: ब्रवड2 /5658/2024

वाजार मूल्य: रु. 3,77,10,77,000/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.18,85,54,000/-

द. ति. सह. द. ति. ब्रवड2 यांचे कार्यालयाने

पावती:6191

पावती दिनांक: 07/03/2024

अ. क्र. 5658 वर दि.07-03-2024

मादरकरणाचे नाव: एलएच रेसिडेन्शियल हाऊसिंग प्रायव्हेट लिमिटेड तर्फे  
ऑथोराइज्ड सिप्रेटरी उमा चरण रथ

गेजी 1:23 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2340.00

पुष्टाची संख्या: 117

दस्त हजर करणाऱ्याची मही:

एकूण: 32340.00

सह दुय्यम निबंधक, मुंबई-2

सह. दुय्यम निबंधक

मुंबई शहराच्या विकास विकासाच्या विभागाच्या कार्यालयाने

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

शिक्रा क्र. 1 07 / 03 / 2024 01 : 23 : 59 PM ची वेळ: (मादरीकरण)

शिक्रा क्र. 2 07 / 03 / 2024 01 : 25 : 44 PM ची वेळ: (फी)

सह दुय्यम निबंधक, मुंबई-2

सह. दुय्यम निबंधक

मुंबई शहर क्र. २

### प्रतिज्ञापत्र

\*सदर दस्तऐवज 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.

लिहून दिणारे :

लिहून घेणारे :





07/03/2024 1 55:47 PM

दस्त गोषवारा भाग-2

बवइ2

दस्त क्रमांक:5658/2024

1990

दस्त क्रमांक :बवइ2/5658/2024

दस्ताचा प्रकार :-विकसनकरारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:श्री निधी कॉन्सेप्ट रिअल्टर्स प्रा लि तर्फे ऑथोराइज्ड सिग्रेटरी प्रितेश दावडा पत्ता:प्लॉट नं: -, माळा नं: पहिला मजला,, इमारतीचे नाव: गणेश भुवन, ब्लॉक नं: आर एन ३, रोड नंबर २, हिंदू कॉलनी,, रोड नं: दादर पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAKCS2026H	लिहून देणार वय :- स्वाक्षरी:- <i>Nikita</i>		
2	नाव:एलएच रेसिडेन्शियल हाऊसिंग प्रायव्हेट लिमिटेड तर्फे ऑथोराइज्ड सिग्रेटरी उमा चरण रथ पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: एल अँड टी हाऊस, ब्लॉक नं: एनएम मार्ग, बॅलार्ड इस्टेट, रोड नं: मुंबई, महाराष्ट्र, मुम्बई. पॅन नंबर:AAFCL4977R	लिहून घेणार वय :- स्वाक्षरी:- <i>Uma</i>		

वरील दस्तऐवज करून देणार तथाकथित विकसनकरारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ:07 / 03 / 2024 01 : 55 : 08 PM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:- अमित पवार वय:42 पत्ता:प्लॉट नं १३०४, हरिद्रा सीएचएसएल, प्लॉट ७, सेक्टर ३५जी, खारघर, नवी मुंबई पिन कोड:410210	स्वाक्षरी <i>Amit</i>	
2	नाव:- स्वप्नाली वेंगुर्लेकर वय:30 पत्ता:फाईन मेन्शन, फोर्ट, मुंबई पिन कोड:400001	स्वाक्षरी <i>Swarnalika</i>	

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प्रमाणित करणेत येते की दस्तामध्ये  
एकूण.....११.७.....पाने आहेत पुस्तक  
क्र. १, मध्ये बवई-२/...५.६.५.५.../२०२४  
नोंदला.  
दिनांक.. 7 MAR 2024

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